

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
CITY OF DAYTONA BEACH

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and the City of Daytona Beach (“Agency”), to provide for the use of inmate labor in work programs.

This Amendment:

- Renews the Contract for three (3) years pursuant to Section I., B., Contract Renewal, and revises Section I., A., Contract Term. The Department is exercising its final renewal option;
- Revises Section IV., C., Agency’s Representative;
- Adds Section VII., L., Cooperation with the Florida Senate and the Florida House of Representatives; and
- Revises Addendum A.

Original Contract Term: May 1, 2019 through April 30, 2020

In accordance with Section V., **CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. Section I., A., Contract Term is hereby revised to read:

I. A. Contract Term

This Contract began on May 1, 2019 and shall end on April 30, 2022.

2. Section IV., C., Agency’s Representative, is hereby revised to read:

IV. C. Agency’s Representative

The name, address, and telephone number of the Agency’s Representative is:

Newton Nicholson
City of Daytona Beach
Public Works/Grounds Maintenance Division
950 Bellevue Avenue, Suite 800
Daytona Beach, Florida 32114
Telephone: (386) 671-8558
Email: Nicholsonnewton@codb.us

**CONTRACT #W1162
AMENDMENT #1**

3. Section VII., L., Cooperation with the Florida Senate and the Florida House of Representatives, is hereby added:

VII. L. Cooperation with the Florida Senate and the Florida House of Representatives

In accordance with Florida law, the Agency agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or the Florida House of Representatives, as required by the Florida Legislature. The Agency is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

4. Addendum A, is hereby revised to read:

Revised Addendum A
Inmate Work Squad Detail of Costs for City of Daytona Beach
Interagency Contract Number W1162, Amendment #1 effective May 1, 2020.

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the last date of signature by all parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF DAYTONA BEACH

SIGNED BY: Derrick L. Henry
NAME: Derrick L. Henry
TITLE: Mayor
DATE: 3/4/20
FEIN: _____

ATTEST: Letitia LaMagna
Letitia LaMagna, City Clerk

Approved to Legal Form:

BY: Robert Jagger
Robert Jagger, City Attorney

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality,
subject to execution.

SIGNED BY: Kasey A. Bickley
NAME: Kasey A. Bickley
TITLE: FOR Chief, Bureau of Procurement
DATE: 3/20/20

SIGNED BY: Kenneth S. Steely
NAME: Kenneth S. Steely
TITLE: General Counsel
DATE: 3/20/2020

**Revised Addendum A
Inmate Work Squad Detail of Costs for City of Daytona Beach
Interagency Contract Number W1162, Amendment #1 effective May 1, 2020**

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY

Per Officer Annual Cost	Total Annual Cost
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**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES
TO BE REIMBURSED BY THE AGENCY:**

Officers Salary	# Officer: Multiplier	<u>1</u>	\$ 54,194.00	**	\$ 54,194.00
Salary Incentive Payment			\$ 1,128.00		\$ 1,128.00
Repair and Maintenance			\$ 121.00		\$ 121.00
State Personnel Assessment			\$ 354.00		\$ 354.00
Training/Criminal Justice Standards			\$ 200.00		\$ 200.00
Uniform Purchase			\$ 400.00		\$ 400.00
Uniform Maintenance			\$ 350.00		\$ 350.00
Training/Criminal Justice Standards *			\$ 2,225.00		
TOTAL - To Be Billed By Contract To Agency			<u>\$ 58,972.00</u>		<u>\$ 56,747.00</u>

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

Number Squads	Total Annual Cost
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II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:
Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

1	<u>\$ 750.00</u>
TOTAL - To Be Billed By Contract To Agency	
	<u>\$ 750.00</u>

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO
ENCLOSED TRAILER REQUIRED: YES NO

**Revised Addendum A
 Inmate Work Squad Detail of Costs for City of Daytona Beach
 Interagency Contract Number W1162, Amendment #1 effective May 1, 2020**

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:		Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	MACOM	\$4969.00	<input type="checkbox"/>	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Mounted Radio	MACOM	\$5400.00	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TOTAL Operating Capital To Be Advanced By Agency							

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$0.00
\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. **Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$56,747.00
\$750.00
\$57,497.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:

(Total of Sections V. and VI.)

\$57,497.00

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Revised Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for City of Daytona Beach
Interagency Contract Number W1162, Amendment #1 effective May 1, 2020

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.