

CONTRACT AMENDMENT BETWEEN  
THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

MANATEE COUNTY, BOARD OF COUNTY COMMISSIONERS

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and the Manatee County, Board of County Commissioners ("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 the end date of the Contract referenced in Section I., A.;
- Revises Section II., B., Description of Services, 1., Responsibilities of the Department, a.;
- Adds Section II., B., Description of Services, 1., Responsibilities of the Department, n;
- Revises Section II., B., Description of Services, 3., Communications Equipment, third paragraph;
- Revises Section III., C., Submission of Invoice(s);
- Revises Section IV., CONTRACT MANAGEMENT, first paragraph;
- Revises Section IV., A., Department's Contract Manager;
- Revises Section IV., B., Department's Contract Administrator;
- Revises Section IV., C., Agency's Representative;
- Revises Section VII., A., Records;
- Revises Section VII., C., Disputes;
- Revises Section VII., D., Force Majeure;
- Adds Section VII., I., Cooperation with Inspector General;
- Adds Section VII., J., Sovereign Immunity;
- Adds Section VII., K., Americans with Disabilities Act; and
- Revises Addendum A, third line.

Original Contract Term: September 23, 2015 through September 22, 2018

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

I. Section I., **CONTRACT TERM/RENEWAL**, A., is hereby revised to read:

I. A. Contract Term

This Contract shall begin on September 23, 2015, or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight on September 22, 2021.

This Contract is in its final term.

2. Section II., B., Description of Services, 1., Responsibilities of the Department, a., is hereby revised to read:

II. B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Rule 33-601.202(2)(a), Florida Administrative Code (F.A.C.), supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position to supervise an inmate work squad. This Contract provides for one (1) work squad of up to five (5) inmates.

3. Section II., B., Description of Services, 1., Responsibilities of the Department, n., is hereby added to read:

II. B. Description of Services

1. Responsibilities of the Department

- n. The Department shall require Work Squad Supervisor to ensure that all necessary Personal Protective Equipment required to complete assignments is requested from the Agency, issued to inmate crew, and used whenever appropriate. This personal protective equipment may include, but is not limited to: hearing protection such as earplugs or earmuffs, eye protection such as safety glasses or goggles, and gloves; and shall be provided by the Agency upon request.

4. Section II., B., Description of Services, 3., Communications Equipment, third paragraph., is hereby revised to read:

II. B. Description of Services

3. Communications Equipment

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Office of Institutions, to affect the deprogramming of radio communications equipment provided by the Agency.

5. Section III., C., Submission of Invoice(s), is hereby revised to read:

III. C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

Luz McQuiston, Fiscal Services Manager  
Parks and Natural Resources Department  
5502 33<sup>rd</sup> Avenue Drive West  
Bradenton, Florida 34209  
Telephone: (941) 745-5923 ext. 6016  
Fax: (941) 741-3227  
Email: [luz.mcquiston@mymanatee.org](mailto:luz.mcquiston@mymanatee.org)

6. Section IV., CONTRACT MANAGEMENT, first paragraph is hereby revised to read:

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, addresses, and phone numbers as indicated, as the Department's Contract Manager and the Department's Contract Administrator for the Project.

7. Section IV., A., Department's Contract Manager, is hereby revised to read:

IV. A. Department's Contract Manager

The Field Office Manager of Hardee Correctional Institution represented in this Contract is designated as the Department's Contract Manager and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The title, address, and telephone number of the Department's Contract Manager for this Contract is:

Field Office Manager  
Hardee Correctional Institution  
6901 State Road 62  
Bowling Green, Florida 33834  
Telephone: (863) 767-4500  
Email: [Stephanie.Phillips@fdc.myflorida.com](mailto:Stephanie.Phillips@fdc.myflorida.com)

8. Section IV., B., Department's Contract Administrator, is hereby revised to read:

IV. B. Department's Contract Administrator

The Department's Contract Administrator is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Department's Contract Manager.

The title, address, and telephone number of the Department's Contract Administrator for this Contract is:

Contract Administrator  
Bureau of Procurement  
Florida Department of Corrections  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-3681  
Fax: (850) 488-7189

9. Section IV., C., Agency's Representative, is hereby revised to read:

IV. C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

Charlie Hunsicker, Director  
Parks and Natural Resources Department  
5502 33<sup>rd</sup> Avenue Drive West  
Bradenton, Florida 34209  
Telephone: (941) 742-5923 ext.6001

10. Section VII., A., Records, is hereby revised to read:

VII. A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, Florida Statutes (F.S.), made or received by the Agency in conjunction with this Contract. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

11. Section VII., C., Disputes, is hereby revised to read:

VII. C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Department's Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Assistant Deputy Secretary of Institutions. The Department's Assistant Deputy Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, the Department's Contract Administrator, and the Department's Contract Manager.

12. Section VII., D., Force Majeure, is hereby revised to read:

VII. D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

13. Section VII., I., Cooperation with Inspector General, is hereby added to read:

VII. I. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

14. Section VII., J., Sovereign Immunity, is hereby added to read:

VII. J. Sovereign Immunity

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract.

15. Section VII., K., Americans with Disabilities Act, is hereby added to read:

VII. K. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Agency may be declared ineligible for further Contracts.

16. Addendum A, third line, is hereby revised to read:

Interagency Contract Number WS991, Amendment #1 Effective September 23, 2018.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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.

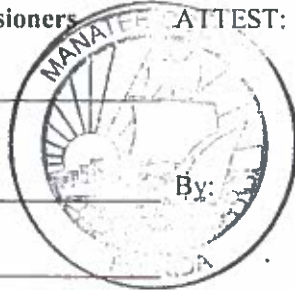
**AGENCY: MANATEE COUNTY, BOARD OF COUNTY COMMISSIONERS**

By: its Board of County Commissioners

By: *Priscilla Jones*  
Chairperson

DATE: 6/12/18

FEIN: \_\_\_\_\_



ATTEST: \_\_\_\_\_

ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER

By: *Wesley Jessner*  
Deputy Clerk

**FLORIDA DEPARTMENT OF CORRECTIONS**

SIGNED BY: *Kasey B. Faulk*

NAME: Kasey B. Faulk

TITLE: Chief, Bureau of Procurement

DATE: 6/29/18

SIGNED BY: \_\_\_\_\_

By: *Kenneth S. Steely*

NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: 6/28/18

**Revised Addendum A  
Inmate Work Squad Detail of Costs for Manatee County, Board of County Commissioners  
Interagency Contract Number WS991, Amendment#1 Effective September 23, 2018**

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

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

		<b>Per Officer Annual Cost</b>	<b>Total Annual Cost</b>
Officers Salary	# Officer: Multiplier	1	\$ 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	
<b>TOTAL - To Be Billed By Contract To Agency</b>		<b>\$ 58,972.00</b>	<b>\$ 56,747.00</b>

\*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.)

**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

	<b>Number Squads</b>	<b>Total Annual Cost</b>
	1	\$ 750.00
<b>TOTAL - To Be Billed By Contract To Agency</b>		<b>\$ 750.00</b>

**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 Manatee County, Board of County Commissioners**  
**Interagency Contract Number WS991, Amendment#1 Effective September 23, 2018**

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 checked="" type="checkbox"/>	1	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vehicle Mounted Radio	MACOM	\$5400.00	<input type="checkbox"/>		\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>TOTAL Operating Capital To Be Advanced By Agency</b>					<b>\$ -</b>			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:	Total Cost
1. Operating Capital - from Section IV.	\$0.00
2. Grand Total - To Be Advanced By Agency At Contract Signing:	\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:	Total Cost
1. Correctional Officer Salaries and Position-Related Expenses - from Section I.	\$56,747.00
2. Other Related Expenses and Security Supplies - from Section II.	\$750.00
3. Grand Total - To Be Billed To Agency By Contract:	\$57,497.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT: (Total of Sections V. and VI.)	\$57,497.00
	\$57,497.00
	\$57,497.00
<b>TOTAL</b>	<b>\$172,491.00</b>

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.



**Addendum A - INSTRUCTIONS**  
**Inmate Work Squad Detail of Costs for Manatee County, Board of County Commissioners**  
**Interagency Contract Number WS991, Amendment#1 Effective September 23, 2018**

- 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.

**APPROVED** in Open Session  
06/12/2018  
Manatee County Board of County  
Commissioners

Manatee County Government Administrative Center  
Commission Chambers, First Floor  
9:00 a.m. - June 12, 2018

June 12, 2018 - Regular Meeting  
Agenda Item #36

Subject

Florida Department of Corrections Contract for Inmate Labor - Renewal Amendment

Briefings

None

Contact and/or Presenter Information

Presenter: Charlie Hunsicker, Director, Parks and Natural Resources

Contact: Debbie Voorhees, Contracts Manager, Parks and Natural Resources

Action Requested

Authorization for the Chairperson of the Board of County Commissioners to execute Amendment 1 to Contract # WS991 with the Florida Department of Corrections to provide continued use of inmate labor.

Enabling/Regulating Authority

FS 125

Background Discussion

This Amendment provides for the Contract Term/Renewal for an additional 3 years in order to continue the many years of service of inmate labor for work tasks within the County Parks and Natural Resources sites and facilities. Inmates are closely supervised by a Corrections Officer, and work tasks are delegated by County staff.

The State of Florida made minor revisions to the original Agreement.

County staff made revisions to provide for the use of safety equipment by the inmates as necessary during work assignments.

Contact information was updated by both the State of Florida and the County.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Zamboni

Instructions to Board Records

Documents sent by interoffice mail 6/14

Please sign the Contract in duplicate.

Two signed Contracts are requested by the State. Please advise Debbie Voorhees, Contracts Manager, when ready for pick-up. Once the State executes the Contract, Contracts Manager will provide a completely executed Contract to Board Records.

Cost and Funds Source Account Number and Name

\$172,491.00 / 4010009500 / Water Sewer-Watershed Mgmt.

Amount and Frequency of Recurring Costs

\$57,497.00 per year for 3 years

Attachment: [FDC Amend. 1 WS991.pdf](#)

Attachment: [CAO Memo FDC WS991.pdf](#)

## OFFICE OF THE COUNTY ATTORNEY



MITCHELL O. PALMER, COUNTY ATTORNEY\*  
William E. Clague, Assistant County Attorney  
Sarah A. Schenk, Assistant County Attorney\*\*  
Christopher M. De Carlo, Assistant County Attorney  
Geoffrey K. Nichols, Assistant County Attorney  
Pamela J. D'Agostino, Assistant County Attorney  
Anne M. Morris, Assistant County Attorney  
Katharine M. Zamboni, Assistant County Attorney  
Alexandria C. Nicodemi, Assistant County Attorney

### MEMORANDUM

DATE: May 8, 2018

TO: Charlie Hunsicker, Director, Parks and Natural Resources Department

THROUGH: Mitchell O. Palmer, County Attorney *MOP 5-8-18*

FROM: Katharine M. Zamboni, Assistant County Attorney *KMZ*

RE: Florida Department of Corrections Work Squad Contract Amendment  
Request for Legal Services; CAO Matter No. 2018-0228

#### Issue Presented:

The Parks and Natural Resources Department (Department) requested legal review of a draft amendment to the existing contract between the Florida Department of Corrections and Manatee County for the use of inmate labor work squads (Contract # WS991).

#### Brief Answer:

I have reviewed the draft amendment and have minor comments and suggestions described below. If the draft amendment is a standard form used by the Department of Corrections, the County may not be able to effectuate the change suggested for the signature block. Therefore, while I recommend that the County request that this change be incorporated in the final amendment, I find the draft to be legally sufficient in its current form.

#### Discussion:

The draft amendment appropriately modifies the expiration date of Contract # WS991 to September 22, 2021, to reflect the optional 3-year renewal period. The other modifications proposed by the amendment are housekeeping revisions. The Department should review the contact information for the person designated as the "Agency's Representative"<sup>1</sup> to ensure its accuracy.

<sup>1</sup> The County is referred to as the "Agency" in Contract # WS991.

\* Board Certified in Construction Law

\*\* Board Certified in City, County, & Local Government Law

In addition, the Department should note that pursuant to Section 20.055(5), it is obligated to cooperate with the Department of Corrections' Inspector General in any investigation, audit, inspection, review, or hearing related to the work performed under Contract # WS991.

Finally, the Manatee County Attorney's Office has adopted a standard layout for the Commission Chairperson's signature block. That standard signature block is as follows:

**MANATEE COUNTY, a political subdivision of the State of Florida**

**By: its Board of County Commissioners**

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
Deputy Clerk

**Conclusion:**

The draft amendment is legally sufficient. I trust this response adequately responds to your request. Should you have any further questions, please do not hesitate to contact this Office.

KMZ

Copies to: Ed Hunzeker, County Administrator  
Dan Schlandt, Deputy County Administrator  
Cheri Coryea, Deputy County Administrator