

CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
CITY OF ORLANDO

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

This Amendment:

- Renews the Contract for one (1) year pursuant to Section **I.**, **B.**, Contract Renewal; and revises the end date of the Contract referenced in Section **I.**, **A.**, Contract Term. The Department is exercising its renewal option for the final renewal period;
- Replaces **Addendum A** with **Revised Addendum A**, effective April 30, 2017 pursuant to Section **III.**, **A.** Payment to the Department, 5; and
- Adds Section **VII.**, **J.**, Sovereign Immunity.

Original contract period: April 30, 2016 through April 29, 2017.

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

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

A. Contract Term

This Contract began April 30, 2016 and shall end at midnight on April 29, 2018.

This Contract is in its final renewal year.

2. **Section III.**, **A.** Payment to the Department, 5, the rate of compensation is amended to reflect the rates indicated in **Revised Addendum A**. **Addendum A** is hereby replaced with **Revised Addendum A** effective April 30, 2017.
3. **Section VII.**, **J.**, Sovereign Immunity, is hereby added:

J. Sovereign Immunity

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes (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 Agreement.

CONTRACT # W1050
Amendment # 1

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 ORLANDO

SIGNED

BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

**Approved as to form and legality, subject
to execution**

SIGNED

BY: _____

NAME: Kasey B. Faulk

TITLE: Chief, Bureau of Procurement

DATE: _____

SIGNED

BY: _____

NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: _____

Revised Addendum A
Inmate Work Squad Detail of Costs for The City of Orlando
Interagency Contract Number W1050, Amendment 1, effective April 30, 2017

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:**

	# Officers	Multiplier		Per Officer Annual Cost	Total Annual Cost
Officers Salary		<u>2</u>	\$	54,194.00 **	\$ 108,388.00
Salary Incentive Payment			\$	1,128.00	\$ 2,256.00
Repair and Maintenance			\$	121.00	\$ 242.00
State Personnel Assessment			\$	354.00	\$ 708.00
Training/Criminal Justice Standards			\$	200.00	\$ 400.00
Uniform Purchase			\$	400.00	\$ 800.00
Uniform Maintenance			\$	350.00	\$ 700.00
Training/Criminal Justice Standards *			\$	2,225.00	
TOTAL - To Be Billed By Contract To Agency			\$	<u>58,972.00</u>	<u>\$ 113,494.00</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.)

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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.

TOTAL - To Be Billed By Contract To Agency

Number Squads	Total Annual Cost
2	<u>\$ 1,500.00</u>
TOTAL - To Be Billed By Contract To Agency	<u>\$ 1,500.00</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 The City of Orlando
Interagency Contract Number W1050, Amendment 1, effective April 30, 2017

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

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
<u>\$0.00</u>

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
\$113,494.00
\$1,500.00
<u>\$114,994.00</u>

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:

(Total of Sections V. and VI.)

<u>\$114,994.00</u>

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 The City of Orlando
Interagency Contract Number W1050, Amendment 1, effective April 30, 2017

- 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.

Already
Exists



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