

CONTRACT AMENDMENT BETWEEN  
THE FLORIDA DEPARTMENT OF CORRECTIONS  
AND  
CITY OF GAINESVILLE

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and the City of Gainesville (“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., CONTRACT TERM/RENEWAL, A.; The Department is exercising its renewal option for the final renewal period;
- Revises Section II., B., 1., Responsibilities of the Department, a.;
- 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 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
- Replaces Addendum A with Revised Addendum A, effective December 16, 2017 pursuant to Section III., A., Payment to the Department, 5.

Original Contract period: December 16, 2014 through December 15, 2017.

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

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

I. CONTRACT TERM/RENEWAL

- A. This Contract shall begin on December 16, 2014 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight three (3) years from the last date of signature by all parties or December 15, 2020, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

This Contract is in its final renewal term.

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

II. B. 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 two (2) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for two (2) Work Squad(s) of up to five (5) inmates each.

3. 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, address, and phone number as indicated, as Department's Contract Manager and Department's Contract Administrator for the Project.

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

IV. A. Department's Contract Manager

The Field Office Manager of the Lancaster 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  
Lancaster Correctional Institution  
3449 S. W. State Road 26  
Trenton, Florida 32693-5641  
Telephone: (352) 463-5036  
Email: [Everett.Perrin@fdc.myflorida.com](mailto:Everett.Perrin@fdc.myflorida.com)

5. 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

6. 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.

7. 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 Assistant Deputy Secretary of Institutions. The Assistant Deputy Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, with a copy to the Department's Contract Administrator, and Department's Contract Manager.

8. 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.

9. 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.

10. 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.

11. Section VII., K., American with Disabilities Act, is hereby added to read:

VII. K. American with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor'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 Contractor may be declared ineligible for further Contracts.

12. Replaces Addendum A with revised Addendum A.

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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 GAINESVILLE**

SIGNED BY: [Signature]  
NAME: Andy Lewis  
TITLE: City Manager  
DATE: 12-8-17  
FEIN: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY  
By: [Signature]  
David C. Schwartz, Asst. City Attorney II  
City of Gainesville, Florida

**FLORIDA DEPARTMENT OF CORRECTIONS**

Approved as to form and legality, subject to execution.

SIGNED BY: [Signature]  
NAME: Kasey B. Faulk  
TITLE: Chief, Bureau of Procurement  
DATE: 12/13/17

SIGNED BY: [Signature]  
NAME: [Signature]  
NAME: Kenneth S. Steely  
TITLE: General Counsel  
DATE: 12/12/17

**Revised Addendum A**  
**Inmate Work Squad Detail of Costs for City of Gainesville**  
**Interagency Contract Number WS942, AMD#1 Effective December 16, 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	2		\$ 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	\$ 2,225.00
<b>TOTAL - To Be Billed By Contract To Agency</b>			<b>\$ 58,972.00</b>	<b>\$ 115,719.00</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.

**TOTAL - To Be Billed By Contract To Agency**

Number Squads	Total Annual Cost
2	\$ 1,500.00
	\$ 1,500.00

**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 Gainesville**  
**Interagency Contract Number WS942, AMD#1 Effective December 16, 2017**

<b>IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:</b>		<b>Per Unit Cost</b>	<b>Number of Units</b>
Hand Held Radio	MACOM \$4969.00	\$ 4,969.00	1
Vehicle Mounted Radio	MACOM \$5400.00		1
<b>TOTAL Operating Capital To Be Advanced By Agency</b>			

<b>Total Cost</b>	<b>Bill To Agency</b>	<b>Provided By Agency</b>	<b>Already Exists</b>
\$ 4,969.00	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
\$ -	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
<b>\$ 4,969.00</b>			

**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:**

<b>Total Cost</b>
\$4,969.00
<b>\$4,969.00</b>

**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:**

<b>Total Cost</b>
\$115,719.00
\$1,500.00
<b>\$117,219.00</b>

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:**  
**(Total of Sections V. and VI.)**

<b>\$122,188.00</b>
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**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 City of Gainesville**  
**Interagency Contract Number WS942, AMD#1 Effective December 16, 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.