

FLK/bm
12/10/2020

CITY COUNCIL RESOLUTION NO. 2020-150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT TO THE CONTRACT BETWEEN THE FLORIDA DEPARTMENT OF CORRECTIONS AND CITY OF LAKE CITY FOR THE USE OF INMATE LABOR IN WORK PROGRAMS.

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes, and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs; and

WHEREAS, the City of Lake City, Florida (hereinafter the "City") and the Florida Department of Corrections (hereinafter the "Department"), entered into a *Contract Between the Florida Department of Corrections and City of Lake City* (hereinafter the "Contract"), authorized by City Council Resolution No. 2018-114; and

WHEREAS, the City and the Department desire to modify the Contract pursuant to the terms and conditions in the Second Amendment thereto, a copy of said amendment being attached hereto as "Exhibit A"; and

WHEREAS, the City finds that it is in the best interest of the public and its citizens to enter into the Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to enter into the Second Amendment with the Department, and the Mayor is authorized to execute the Second Amendment for and on behalf of the City.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Second Amendment as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver the Second Amendment in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney, if any. Execution by the Mayor and the Department shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of December 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST

By: _____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

EXHIBIT A

CONTRACT #W1160
AMENDMENT #2

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
CITY OF LAKE CITY

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and the City of Lake City ("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 Section I., A., Contract Term. The Department is exercising its renewal option for the second year. A renewal period of one (1) year remain in the Contract;
- Revises Section VII., D., Force Majeure; and
- Revises Revised Addendum A, third line.

Original Contract Term:	April 1, 2019 through March 31, 2020
Amendment #1:	January 10, 2020 through March 31, 2021

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 April 1, 2019, and shall end at midnight on March 31, 2022.

2. Section VII., D., Force Majeure, is hereby added:

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, pandemics, strikes, or labor disputes.

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

Interagency Contract Number W1160, Amendment #2 effective April 1, 2021.

**CONTRACT #W1160
AMENDMENT #2**

All other terms and conditions of the original Contract and any previous amendments 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 LAKE CITY**

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEIN: _____

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED
BY: _____

SIGNED
BY: _____

NAME: Kasey A. Bickley

NAME: Dorothy M. Burnsed

TITLE: Chief, Bureau of Procurement

TITLE: Deputy General Counsel

DATE: _____

DATE: _____

Revised Addendum A

Inmate Work Squad Detail of Costs for City of Lake City

Interagency Contract Number W1160, Amendment #2 effective April 1, 2021

*****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:

	# Officer: Multiplier	Per Officer Annual Cost	Total Annual Cost
Officers Salary	1	\$ 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		\$ 58,972.00	\$ 56,747.00

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

**Annual cost does not include overtime pay.

I.A. 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
1	\$ 750.00

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

1	\$ 750.00
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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 Lake City

Interagency Contract Number W1160, Amendment #2 effective April 1, 2021

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:	Per Unit	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
	\$		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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 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:

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:

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:

(Total of Sections V. and VI.)

Total Cost
\$0.00
<u><u>\$0.00</u></u>

Total Cost
\$56,747.00
<u><u>\$56,747.00</u></u>

Total Cost
\$750.00
<u><u>\$750.00</u></u>

Total Cost
<u><u>\$57,497.00</u></u>

Total Cost
\$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 Lake City
Interagency Contract Number W1160, Amendment #2 effective April 1, 2021

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.