



June 20, 2016

## MEMORANDUM

**TO:** District Board of Trustees  
**FROM:** Jim Murdaugh, President   
**SUBJECT:** Renewal of Contract with the Florida Department of Corrections

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### Item Description

Renewal for contract for services with the Florida Department of Corrections Work Squad (Inmate Labor) for the Florida Public Safety Institute.

### Overview and Background

The Board previously approved a contract for services with the Florida Department of Corrections for inmate labor three years ago and we request renewal for these services to continue.

### Past Actions by the Board

Approval was granted by the Board to enter into a contract for inmate services with the Florida Department of Corrections.

### Funding/Financial Implications

This is an ongoing budgeted line item.

### Staff Resource

E.E. Eunice

### Recommended Action

Board approval

**CONTRACT BETWEEN**  
**THE FLORIDA DEPARTMENT OF CORRECTIONS**  
**AND**  
**TALLAHASSEE COMMUNITY COLLEGE**  
**BOARD OF TRUSTEES**

This Contract is between the Florida Department of Corrections (“Department”) and the Tallahassee Community College Board of Trustees ("Agency"), which are the parties hereto.

**WITNESSETH**

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;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department’s staff;

WHEREAS, the Tallahassee Community College Board of Trustees is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

**I. CONTRACT TERM/RENEWAL**

A. Contract Term

This Contract shall begin on September 1, 2016, 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 August 31, 2019, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

This Contract may be renewed for one (1) additional three (3) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency’s initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than sixty (60) days prior to the Contract expiration.

**II. SCOPE OF CONTRACT**

A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Through their designated representatives, the parties shall collaborate, as needed, on the development of policies and operational procedures for the effective management and operation of this Contract. Any changes to the scope of this contract, with the exception of Section IV., CONTRACT MANAGEMENT, shall be by formal written amendment.

B. Description of Services

1. Responsibilities of the Department

- a. Pursuant to Chapter 33-601.202(2)(a), Florida Administrative Code, supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) work squad(s) of up to ten (10) inmates, per squad.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicle furnished by the Agency. Unless otherwise specified, the Agency shall maintain physical custody of all Agency trailers and all tools, equipment, supplies, materials, and personal work items (gloves, boots, hard hats, etc.) furnished to the Department by the Agency. The Agency is responsible for the maintenance of all furnished equipment.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's inmate labor costs associated with this Contract at the rate specified in Section III., A. The Department shall maintain records of inmate work hours and shall submit each request for reimbursement to the Agency with appropriate supporting documentation.
- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.

- g. The Department shall provide food and drinks for inmates' lunches. The Department shall provide drinking water for inmates.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates. This includes provision of a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. The Department shall provide vehicles for transportation of work squad(s).
- n. Both parties agree that the Department makes no representation, whether express or implied, as to the level of skill of the work squads.
- o. The Department shall complete form DC6-293, Community Work Squad Activities Report, daily and submit the form on a weekly basis to the Agency's Contract Manager or his/her designee for signature and approval as indicated in Section II., B., 2., h.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad and is responsible for the maintenance of said vehicle.
- e. The Agency shall maintain its own inventory of transportation, tools, and equipment belonging to the Agency, which remains in the care, custody, and control of the Department and that are assigned to this Contract.
- f. If required by the Department's Supervising Officer, the Agency shall orient each inmate in the use of equipment, regardless of the inmate's claim to having had prior experience in the use of gasoline or electrically powered equipment, before allowing the inmate to use the equipment. The Agency shall complete form DC2-569, Inmate Safety Training, to document that the inmate has had equipment training. This report shall be kept on file at the Contract work site and a copy shall be submitted to the Department's Contract Manager.
- g. The Agency shall provide all tools, equipment, materials, and personal safety items such as gloves, rubber boots, hard hats, etc., necessary and appropriate for performance of the work under this Contract.
- h. The Agency shall verify and sign the completed DC6-239, Community Work Squad Activities Report.

3. Communications Equipment

It is the intent of this Contract that the Work Squad has and maintain communication with the institution at all times. The Department shall have a primary method of communications (such as radios, telephone, cellular phone, etc.).

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency if a trailer is necessary. The Agency shall provide the trailer at no cost to the Department.

If a trailer is required, it will be provided by the Agency at no cost to the Department. If the Department is to maintain control of the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. The Department shall maintain an inventory of all property, expendable and non-expendable, which is in the custody and control of the Department. Upon the end or termination of this Contract, the trailer and any non-expendable items will be returned to the Agency.

**III. COMPENSATION**

A. Payment to the Department

1. **Total Costs To Be Billed To The Agency By Contract**

- a. The Agency shall compensate the Department for services as specified in Section II., SCOPE OF CONTRACT, at the rate of two dollars (\$2.00) per hour for each

inmate on the assigned work squad. Inmate assignment or work related records reflecting hours worked will be submitted to the Agency when payment is requested.

- b. The Agency shall insure any vehicles owned by the Agency used under this Contract.
- c. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs, this Contract shall be amended to adjust to such new rates.

**2. Submission of Invoice by the Department**

The Department shall submit a monthly invoice to the Agency at the address shown in Section IV., C., Agency’s Representative.

**B. Official Payee**

The name and address of the Department’s official payee to whom payment shall be made is as follows:

Department of Corrections  
 Bureau of Finance and Accounting  
 Attn: Professional Accountant Supervisor  
 Centerville Station  
 Call Box 13600  
 Tallahassee, FL 32317-3600

**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 Contract Manager and Contract Administrator for the Project.

**A. Department’s Contract Manager**

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

Warden  
 Liberty Correctional Institution  
 11064 N.W. Dempsey Barron Road  
 Bristol, Florida 32321  
 Telephone: (850) 643-9410

**B. Department’s Contract Administrator**

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

The address and telephone number of the Department’s Contract Administrator for this Contract is:  
Operations Manager, Contract Administration  
Bureau of Contract Management and Monitoring  
501 South Calhoun Street  
Tallahassee, FL 32399-2500  
Phone: (850) 717-3681  
Fax: (850) 488-7189

**C. Agency’s Representative**

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

E. E. Eunice, Director  
Florida Public Safety Institute  
75 College Drive, Suite 203  
Havana, Florida 32333  
Telephone: (850) 201-7001

**D. Changes to Designees**

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

**V. CONTRACT MODIFICATIONS**

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations, or increases/decreases in allocations make changes to this Contract necessary.

**VI. TERMINATION/CANCELLATION**

Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of last day worked.

**VII. CONDITIONS**

**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,

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.

**B. Annual Appropriation**

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments pursuant to Section III., COMPENSATION.

**C. Disputes**

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

**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.

**E. Severability**

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

**F. Verbal Instructions**

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV., CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

**G. No Third Party Beneficiaries**

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

**H. Prison Rape Elimination Act (PREA)**

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department of Corrections' Contract Manager.

**I. Cooperation with Inspector General**

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

J. Sovereign Immunity

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

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract contains all of the terms and conditions agreed upon by the parties.

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

**AGENCY: TALLAHASSEE COMMUNITY  
COLLEGE BOARD OF TRUSTEES**

SIGNED  
BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
FEID #: \_\_\_\_\_

**DEPARTMENT OF CORRECTIONS**

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

SIGNED  
BY: \_\_\_\_\_  
NAME: **Kelley J. Scott**  
TITLE: **Director, Office of Administration  
Department of Corrections**  
DATE: \_\_\_\_\_

SIGNED  
BY: \_\_\_\_\_  
NAME: **Kenneth S. Steely**  
TITLE: **General Counsel  
Department of Corrections**  
DATE: \_\_\_\_\_