

CONTRACT BETWEEN
HERNANDO COUNTY SHERIFF'S OFFICE

AND

HERNANDO COUNTY, BOARD OF COUNTY COMMISSIONERS

This Contract is between the HERNANDO COUNTY SHERIFF'S OFFICE ("Sheriff") and HERNANDO COUNTY, BOARD OF COUNTY COMMISSIONERS, ("County") which are the parties hereto.

WITNESSETH

WHEREAS Section 951.01, Section 951.05, and Section 946.40, Florida Statutes provide for the use of inmate labor in work programs;

WHEREAS the County desires to use inmate labor for the purposes of providing services and performing work under the supervision of the Sheriffs staff, which otherwise is allowable for the expenditure of public monies;

WHEREAS The Sheriff is qualified and willing to assist the County in its use of an inmate work squad ("Work Squad"); and

WHEREAS the Sheriff of Hernando County and the Hernando County Board of County Commissioners find it to be in the best interest of the community in which they serve 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 effective as of October 1, 2021, or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year from the last date of signature by all parties or September 30, 2024, 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, at the option of the County, for three one-year periods, upon the same terms and conditions contained herein. The County, if it desires to renew this Contract, shall exercise its option no later than sixty (60)

days prior to the Contract expiration by providing notice of such intent to the Sheriff. Such renewal is subject to approval by the Sheriff and availability of funds.

11. 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 performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

B. Description of Services

I. Responsibilities of the Sheriff

- a. This Contract provides for one (1) Work Squad of up to eight (8) inmates. Supervision of the Work Squad will be provided by one Work Squad Deputy provided by the Sheriff. If the County desires additional Work Squads, the parties shall negotiate for an additional Work Squad Deputy position and commensurate fees associated therewith.
- b. The Sheriff shall use its best efforts to assure the availability of the Work Squad at times set forth in this Contract. If the position of Sheriff's Work Squad Deputy becomes vacant, the Sheriff shall use its best efforts to fill the position as soon as reasonably possible. No Work Squad shall be required when the Sheriff's Work Squad Deputy is unavailable, including instances when the Sheriff's Work Squad Deputy is needed at the Detention Center to assist with an emergency situation, or is participating in required training, or is absent under an approved use of leave. In addition, no Work Squad shall be required when weather conditions render the same to be unsafe or a breach of good security practices.
- c. For security and other reasons, the Sheriff shall maintain physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.)

furnished by the County. (The Sheriff shall maintain an inventory of all property, expendable, and non-expendable, provided by the County, which is in the care, custody, and control of the Sheriff.) A receipt shall be signed by the Sheriff's Work Squad Deputy upon the issuance and return of non-expendable items.

- d. In the event of damage to or loss of the County's property, the County may request that the Sheriff replace or repair the item to its previous condition. The Sheriff shall not be responsible for acts of an inmate absent the gross negligence or intentional acts of the Sheriff.

The Sheriff shall be reimbursed by the County for the Sheriff's costs associated with this Contract in accordance with Addendum.

- 1. Items purchased for use under this Contract shall be deemed the property of the County, absent Contract otherwise on a case-by-case basis.

- e. The Sheriff shall, when possible, maintain stability in the inmate labor assigned to the Work Squad in order to maximize the effectiveness of the Work Squad.

- f. The Sheriff shall be responsible for providing food and drinks for inmates if lunch periods occur during the periods of assigned duties.

- g. Although the County shall be responsible for providing the vehicles to transport the Work Squad Deputy and the inmates, the Sheriff shall be responsible for driving the Sheriff's Work Squad Deputy and the inmates to and from the work site at the beginning and end of the work period and during such times as transportation is required to return an inmate who refuse to work, becomes unable to work, or causes a disruption in the work. Before any Work Squad Deputy or other Sheriff's employee is allowed to operate a Sheriff-owned or County-owned vehicle, the Sheriff shall perform a Department of Highway Safety and Motor Vehicles (DHSMV) driver's record check and provide the information to the County. The County shall provide such information to the County's insurance carrier ("Carrier") as it deems necessary to confirm that the potential driver is subject to coverage by the County's insurance carrier. If the County advises the Sheriff that the potential driver(s) is not subject to coverage by the Carrier, the Sheriff will provide an alternate driver. If the County does not object to a proposed driver whose DHSMV record has been provided, then the driver shall be deemed approved by the County and authorized by the Carrier to operate County/Sheriff vehicles.

If the Sheriff knowingly permits any Detention Deputy or Sheriffs employee who has not been approved by the Carrier to drive a Sheriff-owned/ County-owned vehicle, other than in an emergency situation, the Sheriff assumes full liability and responsibility for any damages or injuries caused by such driver, to the extent permissible by law.

- h. The Sheriff shall be responsible for the apprehension of an escapee and for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- i. The Sheriff shall provide for medical treatment of ill or injured inmates and the transportation of such inmates to medical facilities as required.
- j. The Sheriff shall provide inmates with all personal items of clothing appropriate for the season of the year.
- k. Both parties agree that the Sheriff is making no representations of the level of skills of the Work Squad.

2. Responsibilities of the County

- a. The County shall periodically provide the Jail Administrator 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 Jail Administrator (or designee).
 - b. If required, the County shall obtain licenses or permits for the work to be performed. The County shall provide supervision and guidance for projects that require a permit, or which require technical assistance to complete the project.
 - c. The County shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental County, or non-profit organization and that private contractors employed by the County do not use inmates as any part of their labor force.
3. The County shall provide the equipment needed for the inmates to perform the services requested under this Contract. All property provided by the County including tools, supplies and vehicles for use by the Work Squad shall remain the property of the County. The County shall maintain its

own inventory of vehicles, tools and equipment belonging to the County. The County shall insure any vehicles, trailers and other insurable equipment owned by the County and used under this Contract.

- a. The County shall provide all vehicles needed to transport the Work Squad Deputy and the inmates to and from the work areas. The County shall perform all repairs and maintenance of the vehicles and communication equipment stored therein.

4. Communication Equipment

It is the intent of this Contract that the Work Squad Deputy have and maintain communication with the Detention Center at all times. A method of communication (radios, cellular phone, etc.), shall be provided by the County at no cost to the Sheriff. The County shall provide a primary method of communication that shall be approved by the Sheriff in writing prior to each work assignment. The Sheriff may utilize at its expense a secondary or back-up method of communication in its sole discretion.

All radio communication equipment owned or purchased by the County that is programmed to Sheriff's radio frequency and used by the Work Squad(s), shall be deprogrammed by the Sheriff at the end of a work project where practical and immediately upon termination of this Contract. Under no circumstances shall the County accept the return of radio communications equipment provided to the Sheriff under this Contract until such time as the radio communications equipment has been deprogrammed by the Sheriff.

- a. Vehicle Mounted Radios:

Vehicles provided by the County that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Sheriff's radio frequency(ies) will be retained by the Sheriff for the duration of this Contract to ensure security of the communication equipment (except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair.) The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

- b. Handheld Radios:

Handheld radios provided by the County that are or that will be programmed to the Sheriff's radio frequency(ies) will be retained

by the Sheriff to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any handheld radio(s) provided by the County that is programmed to a Sheriff's radio frequency utilized by the County during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the Work Squad Deputy as either a primary or secondary means of communication as approved by the Sheriff. The cellular phone will be retained by the Sheriff and upon the end or termination of this Contract, returned to the County. The cost of cellular phone service will be borne by the County. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

5. Other Equipment

The Jail Administrator 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 County when a trailer is necessary.

If a trailer for the Work Squad is required it shall be provided by the County at no cost to the Sheriff, and the Sheriff shall maintain the trailer when the squad is not working in the same manner as it maintains all other equipment and vehicles under this Contract. During the performance of a work project, all tools and equipment to be utilized by the Work Squad shall be secured in the trailer when not in use. Upon the end or termination of this Contract, the trailer will be returned to the County.

III. COMPENSATION

A. Payment to the Hernando County Sheriff's Office

1. Fees and costs for the services of the Sheriff under this Contract are set forth in Addendum A. Increases to the compensation will be executed at the onset of automatic renewal dates and will be equal to that of increases given to deputy sheriffs employed by the Hernando County Sheriff's Office. The amounts for services may be amended by the parties from time to time without affecting the other provisions or enforceability of this Contract.

2. The Office of Management and Budget on behalf of the Department of Public Works, shall submit an invoice quarterly to the Board of County Commissioners reflecting the fees and costs for services rendered by the Sheriff during the preceding period based on the Addendum A then in effect.
3. The County will pay all Invoices in full within 30 days of the date of the Invoice.

IV. CONTRACT MODIFICATIONS

Modifications to provisions of this Contract and to Addendum A 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 changes to applicable laws, regulations or ordinances cause the same to be required for statutory compliance.

V. TERMINATION/CANCELLATION

Termination at Will

This Contract may be terminated by either party immediately if funding for the services described herein is no longer available. 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 Sheriff will be paid for all costs incurred and hours worked up to the time of termination. The Sheriff shall reimburse the County any advance payments, prorated as of the last day worked.

VI. GENERAL

A. Governing Law

All questions, issues or disputes arising out of or under this Contract, shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Party/parties to be in Hernando County, Florida, and Federal jurisdiction is hereby agreed by Party/parties to be in the Middle District of Florida and all Federal litigation shall be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Contract, each party shall pay its own attorney's fees and other related costs. In the event that any litigation is commenced by either party to enforce this Contract, the action will be filed and litigated, if necessary, in a Court of competent jurisdiction located in Hernando County, Florida; and if the County elects to bring such action in Hernando County, Florida, Party/parties waives any and all rights to have this action brought in any place other than Hernando County, Florida, under applicable venue laws. Party/parties hereby agree that the

jurisdiction and venue of all disputes arising out of this Contract lie in no Court other than those stated above. The parties waive their rights to a trial by jury.

B. Miscellaneous

The invalidity of any provision of this Contract or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. Party/parties agrees to sign all such documents and do all such things as may be necessary or desirable to carry out the terms and conditions of this Contract completely and effectively. Time shall be of the essence of this Contract. In this Contract, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Contract. Party/parties agree that this Contract is consummated and entered into in Hernando County, Florida.

C. Severability

Whenever possible each provision and term of this Contract will be interpreted in a manner to be effective and valid but if any provision or term of this Contract is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Contract.

D. Disputes

1. All disputes arising out of or in connection with the Contract shall be attempted to be settled through good-faith negotiation between the parties, followed, if necessary, within thirty (30) days by professionally assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation, except as required by Florida law.

proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

2. Failing resolution through negotiation or mediation, either party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity.

E. Records

The Sheriff and the County agree to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. The Sheriff and the County agree to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119 of the Florida Statutes, and made or received by the County in conjunction with this Contract. It is expressly understood that substantial evidence of either the Sheriff's or the County's refusal to comply with this provision shall constitute a breach of Contract.

F. Annual Appropriation

The Sheriff's performance under this Contract is contingent upon an annual appropriation by the legislature.

G. 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, civil, or military authority, acts of public enemy, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting therefrom.

H. 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.

I. Hold Harmless

Notwithstanding any other provision of the Contract the County agrees to hold harmless and indemnify the Sheriff from any and all losses, claims and/or actions arising out of the participation or carrying out of duties under this Contract

including but not limited to: expenses; judgments; fines; settlements; and other amounts actually and reasonably incurred in connection with any liability suit, action, loss, or damage arising out of the performance or participation in activities or duties within the scope of the Contract.

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

COUNTY: HERNANDO COUNTY,
BOARD OF COUNTY COMMISSIONERS

SHERIFF: HERNANDO COUNTY
SHERIFF'S OFFICE

SIGNED

BY:

NAME: John Allocco

SIGNED

BY:

NAME: Alvin D. Nienhuis, II

TITLE: Chairman

TITLE: Sheriff, Hernando County

DATE: August 24, 2021

DATE:

FEID#: 59-1155275

Attest: Susan Bureau, Deputy Clerk

for Douglas A. Chorvat, Jr.,
Clerk

Approved as to form and legality only,
Subject to execution



SIGNED
BY:

Kelli J. Bell
County Attorney's Office

SIGNED
BY:

Per Hogan attorney, good to be signed.
Danley M. [Signature] 7/29/21
Hernando County Sheriff's Office

Addendum A

Sheriff's Inmate Work Squad Detail of Costs for Hernando County, Board of County Commissioners **Interagency Contract Number WS569 Effective October 1, 2021**

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

I. SHERIFF'S WORK SQUAD DEPUTY'S SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

	# Officer Multiplier	Per Officer Annual Cost	Total Annual Cost
Deputy's Salary	1	\$ 76,925.00	\$ 76,925.00
Salary Incentive Payment		\$ 0.00	\$ 0.00
Repair and Maintenance		\$ 0.00	\$ 0.00
State Personnel Assessment		\$ 0.00	\$ 0.00
Training / Criminal Justice Standards		\$ 0.00	\$ 0.00
Uniform Purchase		\$ 0.00	\$ 0.00
Uniform Maintenance		\$ 0.00	\$ 0.00
Training / Criminal Justice Standards *		\$ 0.00	\$ 0.00
Technology Fee		\$ 0.00	\$ 0.00
		<u>\$ 76,925.00</u>	<u>\$ 76,925.00</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 \$0, IF APPLICABLE. (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Detention Deputy 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
	\$ 000.00
	<u>\$ 000.00</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 ☐

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Addendum A

Sheriff's Inmate Work Squad Detail of Costs for Hernando County, Board of County Commissioners **Interagency Contract Number WS569 Effective October 1, 2021**

	Per Unit Cost	Number Of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:						
Hand Held Radio	MACOM \$0.00	<input type="text"/>	\$ <u> </u>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Vehicle Mounted Radio	MACOM \$0.00	<input type="text"/>	\$ <u> </u>	<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:			Total Cost			
1. Operating Capital – from Section IV.			\$ <u> </u>			
2. Grand Total – To Be Advanced By Agency At Contract Signing:			\$ <u>0.00</u>			
VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:			Total Cost			
1. Detention Deputy's Salaries and Position-Related Expenses – from Section I			\$ <u>76,925.00</u>			
2. Other Related Expenses and Security Supplies – from Section II			\$ <u>0.00</u>			
3. Grand Total – To Be Billed To Agency By Contract:			\$ <u>76,925.00</u>			
VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT: (Total of Sections V. and VI.)			\$ <u>76,925.00</u>			
VIII. OVERTIME COSTS:						
If the contracting agency requests overtime for the work squad which is approved by the Sheriff, the contracting Agency agrees to pay such costs and will be billed separately by the Sheriff for the cost of overtime.						

Addendum A - INSTRUCTIONS

Sheriff's Inmate Work Squad Detail of Costs for Hernando County, Board of County Commissioners Interagency Contract Number WS669 Effective October 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 Deputies 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 Sheriff's procedure for Outside Work Squads requires that all Work Squad Deputies 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 Sheriff'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. If the Sheriff 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 Sheriff's radio frequency and used by the work squad(s), whether purchased by the Sheriff or the Agency, shall be IMMEDIATELY deprogrammed by the Sheriff 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.