

**FLORIDA DEPARTMENT OF CORRECTIONS'
INTERAGENCY/PUBLIC WORKS AGREEMENT
(LOCAL AGREEMENT)**

This Local Agreement is between the State of Florida, Department of Corrections, through its institution/facility, Hernando CI (hereinafter referred to as "Department"), and the County of Hernando (hereinafter referred to as "Agency"), is done so in accordance with section 946.40, Florida Statutes (F.S.) and Rule 33-601.201, Inmate Work Program, and 33-601.202, Use of Inmates in Public Works, Florida Administrative Code (F.A.C.).

Work performed under this Local Agreement is determined to be value added or cost savings as defined in the Community Work Squad Manual (check one).

X Value Added _____ Cost Savings

I. TERM

This Agreement shall begin on the date on which it is signed by both parties, whichever is later, and shall end at midnight three (3) years from the date of execution. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

II. FINANCIAL OBLIGATIONS

The Department and the Agency acknowledge that this Local Agreement is not intended to create financial obligations between the parties. However, in the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Local Agreement, each party agrees to be responsible for their own costs.

III. DEPARTMENT'S RESPONSIBILITIES

The Department agrees to provide, or is responsible for, those items delineated by placement of an "X" in the space located to the left of the corresponding number. Items for which the Department is not responsible shall be marked "N/A" to the left of the number.

- X 1. Screen inmates for the work to be performed in order to assign inmates who do not present a danger to property or persons.
- X 2. Provide up to 5 inmates each workday for the period of the Local Agreement. Community custody (); Minimum custody (); Both (X).
- N/A 3. Provide Correctional Officer supervision of the work squad while performing work under this Local Agreement.
- N/A 4. Provide _____ vehicle(s) and _____ Correctional Officer(s) each workday to transport inmates to and from the work site.
- X 5. Provide food and drinks for inmate lunches.
- X 6. Provide drinking water for inmates.
- X 7. Apprehend escapees and handle problem inmates.
- X 8. 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.
- X 9. Administer all disciplinary action to be taken against inmate(s) for infractions committed while performing work under this agreement.

- X 10. Provide for medical treatment of ill or injured inmates and transportation of such inmates.
- X 11. Conduct a background check, which includes a criminal history check, and obtain approval from the Department's Agreement Manager, or designee prior to authorizing Non-Department Supervisors to participate in training to supervise inmates.
- X 12. Provide orientation and training to Non-Department Supervisor(s) approved to supervise inmates prior to their assuming supervisory responsibility of an inmate work squad. Training will be in accordance with the Department's guidelines for Non-Department Supervision of Inmates and will include annual refresher training during each successive year of supervision by the Non-Department Supervisor.
- X 13. Notify the Agency in the event that an Agency employee fails to provide proper supervision of inmate(s).
- X 14. Provide inmates with all personal items of clothing appropriate for the season of the year.
- X 15. Have inmates ready for transportation/work at the appropriate times regardless of temperature or inclement weather, unless notified by the Agency of suspended work operations, or when the Department determines that a work squad should not check out or should be re-directed.
- X 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- N/A 17. Orient each inmate in the use of equipment regardless of the inmate's claim to have had prior experience in the use of gasoline or electrically powered equipment before allowing the inmate to use it. Utilize "Inmate Safety Training Documentation," DC2-569, to document that the inmate has had the training. This report shall be kept on file at the contract work site and by the Department's Agreement Manager.
- N/A 18. Other. (If provided, shall be Attachment A, incorporated herein by reference and made part of this Agreement.) "Other" special considerations regarding activities of the work squad may be based on work location, etc.

IV. AGENCY'S RESPONSIBILITIES

The Agency agrees to provide, or is responsible for, those items delineated by placement of an "X" in the space located to the left of the corresponding number. Items for which the Agency is not responsible shall be marked "N/A" to the left of the number.

- X 1. Provide the Department with a schedule of hours that inmates will work in accordance with the established workday for the Agency and the transportation time required. Any deviation from the established schedule will be reported to, and coordinated with, the Department.
- X 2. Provide supervision of inmates in accordance with the Department's rules and regulations while performing work under this Local Agreement. Non-Department Supervisors may supervise Community and Minimum Custody inmates. Each Non-Department Supervisor must successfully pass a background check that includes a criminal history check, and must be approved by the Department's Agreement Manager, or designee and complete required orientation/training in the supervision of inmates, prior to assuming supervision.
- X 3. Provide transportation of inmates each workday to and from the work site.

- X 4. Provide all tools, equipment, materials and safety personal items such as gloves, rubber boots, hard hats, etc., necessary and appropriate for performance of the work under this Local Agreement.
- X 5. Ensure that licensing or permits are obtained if required for the work to be performed under this Local Agreement. Provide necessary supervision and guidance for projects that require a permit and require technical assistance to complete the project.
- X 6. Immediately notify the Department in the event of an escape while the inmate is under supervision of the Agency. Report any inappropriate behavior displayed by inmates or any inmate who fails to perform tasks in an acceptable manner.
- X 7. Complete the "Community Work Squad Activities Report," DC6-239 (to be provided by the Department) daily and submit the form on a weekly basis to the Department.
- X 8. Report all inmate injuries, regardless of how minor in nature, to the Department as soon as possible. Report any medically related complaints made by an inmate to the Department as soon as practical. In cases of emergency, render first aid, within the scope of the supervisor's medical training, to work squad inmates and provide emergency health care and related assistance to the Department.
- X 9. Provide inmates with a fifteen-minute rest break in the morning and afternoon. Lunch breaks shall normally begin at Noon and last at least 30 minutes. Ensure inmates are supervised during rest and lunch breaks.
- X 10. Provide drinking water for inmates.
- X 11. Require each Non-Department Supervisor approved to supervise inmates and other appropriate staff members, to attend orientation/training in the supervision of inmates prior to assuming supervision of inmates and refresher training annually thereafter. Training will be provided at a Department location. Upon the Department's issuance of a Training Certification Card, the Agency shall require non-department personnel to carry this card when supervising inmate labor.
- X 12. Ensure that all work assignments/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.
- X 13. Agency hereby agrees to be liable for, and shall indemnify, defend, and hold the Department harmless from all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the Agency in its supervision of inmates pursuant to this Local Agreement. If the Agency is an agency or subdivision of the State of Florida, this paragraph shall not be interpreted as altering the state's waiver of immunity in tort pursuant to section 768.28, F.S., or to otherwise impose liability on Agency for which it would not otherwise by law be responsible.
- X 14. Orient each inmate in the use of equipment regardless of whether the inmate claims to have had prior experience in the use of gasoline or electrically powered equipment before allowing the inmate to use it. Utilize "Inmate Safety Training Documentation," DC2-569, to document that the inmate has had the training. This report shall be kept on file at the contract work site and a copy shall be provided to the Department.

- X 15. It is the intent of this Local Agreement that the agency/work squad has and maintains communications with the institution at all times. A method of communication (radios, cellular phone, etc.) shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Department's Agreement Manager in writing prior to assignment of the work squad. Dependent upon the method of communication provided, the Agreement Manager may require a secondary or back-up method of communication.

Type of Communication utilized in this Local Agreement: Cell Phone

- X 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- N/A 17. Ensure that the Work Squad does not work on school property or primary elementary or secondary education institutions where students are present.
- N/A 18. Other. (If provided, shall be Attachment A, incorporated herein by reference and made part of this Agreement.) "Other" special considerations regarding activities of the work squad may be based on work location, etc.

V. AGREEMENT MANAGEMENT

A. Department's Agreement Manager

The Field Office Manager of the Correctional Institution represented in this Local Agreement is designated as the Department's Agreement Manager and is responsible for enforcing performance of the Local Agreement terms and conditions and shall serve as a liaison with the Agency. The title, location, address, and telephone number of the Department's Agreement Manager for this Local Agreement is:

Title: Field Office Manager
Location: Hernando CI
Address: 16415 Spring Hill Dr
Brooksville, FL 34604
Telephone #: 352-754-2191
Fax #: 352-797-5794

B. Community Work Squad Coordinator

The Assistant Warden designated by the Warden, is responsible for ensuring compliance with the requirements of this Local Agreement.

C. Department's Agreement Administrator:

The title, address, and telephone number of the Department's Agreement Administrator is:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850)717-3700
Email: ContractAdmin@fdc.myflorida.com

D. Agency's Representative

The name, title, address and telephone number of the Agency's Representative is:

Name: Stephen Stack
Title: Ast. Public Works Director
Address: Hernando County Dept of Public Works
1525 E Jefferson St. Brooksville, FL 34601
Telephone #: 352-754-4060
Fax #:
E-mail: Sstack@hernandocounty.us

VI. 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 Agreement. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Disputes

Any dispute concerning performance of the Agreement shall be resolved informally by the Department's Agreement Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's 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 Agreement Manager.

C. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement 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, pandemics, insurrections, strikes, or labor disputes.

D. Severability

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

E. 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 V., AGREEMENT MANAGEMENT, of this Agreement 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.

F. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, 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.

G. 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' Agreement Manager.

H. 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.

I. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Agency may be declared ineligible for further Agreements.

VII. SUSPENSION OR TERMINATION OF LOCAL AGREEMENT

The Department or the Agency may suspend or terminate this Local Agreement, in whole or in part, with immediate written notice to the other party when the interests of the Department or Agency so require.

VIII. AGREEMENT MODIFICATION

After execution of this agreement, any changes in the information contained in Section III., 2., and Section V., AGREEMENT MANAGEMENT, shall be provided to the other party in writing and a copy of the written notification shall be maintained in the official agreement record.

Modifications to the provisions of this agreement, with the exception of Section III., 2., and Section V., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal agreement amendment.

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

AGENCY: County of Hernando

NAME:
(PRINTED)

TITLE:

DATE:

FEID #:

SIGNED BY: _____

DEPARTMENT OF CORRECTIONS

NAME:
(PRINTED) Tamera L Poynter

TITLE: **Warden**
Department of Corrections

DATE:

SIGNED BY: T. Poynter, Warden

NAME:
(PRINTED) Hope Gartman

TITLE: **Assistant Deputy Secretary of Institutions**
Department of Corrections

DATE:

SIGNED BY: _____

Approved as to Form and Legal Sufficiency

By: Natasha López Perez
County Attorney's Office