

AGENDA ITEM NO. 24

ADDITIONAL AGENDA ITEMS – September 5, 2017

1. Approval of agreement with Florida Department of Corrections' for use of inmate crew. (Randy Harris, County Administrator)
2. Authorization to allow County Administrator to exercise a slight deviation in the Indigent Disposal Policy. (Randy Harris, County Administrator)
3. Pre-approval of Declaration of Emergency for Hurricane Irma with an effective date to be established if needed. (Randy Harris, County Administrator)

Additional Agenda Item No. 1

Approval of agreement with Florida Department of Corrections' for use of inmate crew. (Randy Harris, County Administrator)

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

This Local Agreement made and entered into this 5th day of September 2017, by and between the State of Florida, Department of Corrections, through its institution/facility, Suwannee Correctional Institution (hereinafter referred to as "Department"), and the Suwannee County Road Department, (hereinafter referred to as "Agency"), is done so in accordance with section 946.40, Florida Statutes and Rule 33-601.201, Inmate Work Program, and 33-601.202, Use of Inmates in Public Works, Florida Administrative Code.

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).

 Value Added XX Cost Savings

I. TERM/RENEWAL

- A. The agreement shall begin on the date of the last signature by all parties, and shall end at midnight three years from the last date of signature by all parties.
- B. This contract may be renewed for one additional three year period after the initial agreement period upon the same terms and conditions contained herein. The Agreement 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 60 days prior to the expiration.

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.

- XX 1. Screen inmates for the work to be performed in order to assign inmates who do not present a danger to property or persons.
- XX 2. Provide up to 5 inmates each workday for the period of the Local Agreement. Community custody (); Minimum custody (); Both (XX).
- N/A 3. Provide Correctional Officer supervision of the work squad while performing work under this Local Agreement.
- N/A 4. Provide 0 vehicle(s) and 0 Correctional Officer(s) each workday to transport inmates to and from the work site.
- XX 5. Provide food and drinks for inmate lunches.
- N/A 6. Provide drinking water for inmates.

- XX 7. Apprehend escapees and handle problem inmates.
- XX 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.
- XX 9. Administer all disciplinary action to be taken against inmate(s) for infractions committed while performing work under this agreement.
- XX 10. Provide for medical treatment of ill or injured inmates and transportation of such inmates.
- XX 11. Conduct a background check, which includes a criminal history check, and obtain approval of the Department's Contract Manager, or designee prior to authorizing Non-Department Supervisors to participate in training to supervise inmates.
- XX 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.
- XX 13. Notify the Agency in the event that an Agency employee fails to provide proper supervision of inmate(s).
- XX 14. Provide inmates with all personal items of clothing appropriate for the season of the year.
- XX 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.
- N/A 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- XX 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," 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 Contract Manager.
- XX 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.

- XX 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.
- XX 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 Contract Manager, or designee and complete required orientation/training in the supervision of inmates, prior to assuming supervision.

- XX 3. Provide transportation of inmates each workday to and from the work site.
- XX 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.
- XX 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.
- XX 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.
- XX 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.
- XX 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.
- XX 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.
- XX 10. Provide drinking water for inmates.
- XX 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.
- XX 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.
- XX 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 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, Florida Statutes, or to otherwise impose liability on Agency for which it would not otherwise by law be responsible.
- XX 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," 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.

- XX 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 Contract Manager in writing prior to assignment of the work squad. Dependent upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

Type of Communication utilized in this Local Agreement: _____

- XX 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- XX 17. Ensure that the Work Squad does not work on school property or primary elementary or secondary education institutions where students are present.
- XX 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 ADMINISTRATION

A. Department's Contract Manager

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

Location: Suwannee Correctional Institution
 Address: 5964 US Highway 90
 Live Oak, Florida 32060
 Telephone #: (386) 963-6101
 Fax #: (386) 963-6103

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 Contract Administrator:

The Business Manager of the Correctional Institution represented in this Local Agreement is designated Contract Administrator for the Department and is responsible for processing Agreement Amendments and terminations of the Agreement, and will serve as a liaison with the Contract Manager for the Department. The address and telephone number of the Department's Agreement Administrator is:

Business Manager
 Institution Name: Tommy Milito
 Institution Address: Suwannee Correctional Institution
 5964 US Highway 90, Live Oak, Florida 32060
 Institution Phone Number: (386) 963-6266

D. Agency's Representative

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

Name: Richard Gamble
Title: Suwannee County Commissioner Chairman of Board
Address: 224 South Pine Avenue
Live Oak, FL 32060
Telephone #: (386) 362-3450
Fax #: (386) 364-1032
E-mail:

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 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 as outlined in **Addendum A** and in section III., COMPENSATION.

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 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.

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.

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 Administration, 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 Administration, 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:

Suwannee County Road Department

SIGNED

BY: _____

NAME:

(PRINTED) Richard Gamble

TITLE:

Chairman Suwannee County Board of
County Commissioners

DATE:

FEID #:

DEPARTMENT OF CORRECTIONS

SIGNED

BY: _____

NAME:

(PRINTED) Walker Clemmons

TITLE:

Warden
Department of Corrections

DATE:

SIGNED

BY _____

NAME:

(PRINTED) Richard Comerford

TITLE:

Assistant Deputy Secretary of Institutions
Department of Corrections

DATE:

Additional Agenda Item No. 2

Item: Authorization to allow County Administrator to exercise a slight deviation in the Indigent Disposal Policy.

Description: The deviation is associated with Subsection 6 pertaining to Funeral Director's invoicing within 90 days of the date of death.

Requested Action: Approval

INDIGENT DISPOSAL POLICY

By the Board of County Commissioners

1. The County shall pay a maximum of \$700.00 for the disposal of the remains of an indigent person.
2. If cremation is the method of disposal, an additional \$25.00 will be paid for the cremation permit application fee.
3. To qualify for payment under this policy, the deceased must be indigent, meaning that there are no assets or funds at the time of death to pay for burial.
4. If family members claim the body and assume financial responsibility, this policy shall not be applicable. It is the intent of the Board that this policy shall not be used to supplement or subsidize the costs of a funeral.
5. To qualify for payment under this policy, the Funeral Director must:
 - A. Make a diligent search to determine that the deceased is indigent.
 - B. Make a diligent search to determine that no funds, from any other source, are available to pay for the disposal.
 - C. Certify in writing that the diligent search was made and include the following documentation:
 - 1. Letter from HRS; and
 - 2. Photo copy of Death Certificate; and
 - 3. Photo copy of burial transit permit issued by the Health Department; and
 - D. Agree to report payment received from any other source to the Administrative Service Director and reimburse any funds received under this policy to the County.
6. The Administrative Service Director must receive the Funeral Director's invoice, accompanied by the required documentation, **within 90 days from the date of death.**
7. Upon receipt of the invoice, the Administrative Service Director will make an independent determination that the deceased was indigent.
8. Placement of the remains is the Funeral Director's responsibility.
9. This policy replaces the Indigent Disposal by Cremation Only Policy adopted November 21, 2006.
10. This policy shall be effective beginning October 17, 2007.

Additional Agenda Item No. 3

Pre-approval of Declaration of Emergency for Hurricane Irma with an effective date to be established if needed.
(Randy Harris, County Administrator)

RESOLUTION NO. 2017-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, DECLARING A LOCAL STATE OF EMERGENCY; WAIVING PROCEDURES AND FORMALITIES DURING THE PERIOD OF SUCH EMERGENCY; AUTHORIZING AND DIRECTING THE SUWANNEE COUNTY EMERGENCY MANAGEMENT DIRECTOR TO TAKE WHATEVER PRUDENT ACTIONS AS MAY BE NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE RESIDENTS OF SUWANNEE COUNTY PURSUANT TO THIS DECLARATION.

WHEREAS, Governor Rick Scott has issued Executive Order Number 17-235 which proclaims that a statewide state of emergency exists in Florida; and

WHEREAS, Section 252.38(3)(a), Florida Statutes empowers political subdivisions to declare a State of Local Emergency for a period of up to seven (7) days, but may be extended, as necessary, in 7 day increments and

WHEREAS, Section 252.38(3)(a), Florida Statutes empowers political subdivisions to waive the procedures and formalities otherwise required by law pertaining to:

1. Performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community.
2. Entering into contracts.
3. Incurring obligations.
4. Employment of permanent and temporary workers.
5. Utilization of voluntary workers.
6. Rental of equipment.
7. Acquisition and distribution with or without compensation of supplies, materials and facilities.
8. Appropriation and expenditure of public funds.

WHEREAS, Section 501.103, Florida Statutes prohibits price gouging in a declared State of Emergency.

BE IT THEREFORE RESOLVED: by the Board of County Commissioners for Suwannee County, Florida, pursuant to Section 252.38(3)(a) Florida Statutes as follows:

Section 1. A State of Emergency exists in Suwannee County, Florida.

Section 2. The normal procedures and formalities required by law pertaining to

- a. Performance of public work and taking whatever action is necessary to ensure the health, safety, and welfare of the community.
- b. Entering into contracts.
- c. Incurring obligations.
- d. Employment of permanent and temporary workers.
- e. Utilization of voluntary workers.
- f. Rental of equipment.
- g. Acquisition and distribution with or without compensation of supplies, materials and facilities.
- h. Appropriation and expenditure of public funds.

Section 3. All county agencies are to provide any assistance necessary under the authority of Florida Statute 252 and the Suwannee County Comprehensive Emergency Management Plan.

Section 4. Effective date _____.

Section 5. This emergency declaration shall be in full force and effect from its effective date until 5:00 P.M seven (7) days after the effective date.

Section 6. In physical absence of the Chairman and Vice-Chairman this Resolution shall be signed by the County Administrator.

ADOPTED this 5th day of September 2017.

BOARD OF COUNTY COMMISSIONERS
OF SUWANNEE COUNTY, FLORIDA

(SEAL)

Richard Gamble, Chairman

ATTEST:

By: _____
BARRY BAKER, Clerk of Court