CONTRACT AMENDMENT BETWEEN

THE DEPARTMENT OF CORRECTIONS

AND

SUMTER COUNTY, BOARD OF COUNTY COMMISSIONERS

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and Sumter County, Board of County Commissioners ("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;
- revises the end date of the Contract referenced in **Section I.**, A., Contract Term; and
- replaces Addendum A with Revised Addendum A, effective December 28, 2009.

Original contract period: December 28, 2008 through December 27, 2009

In accordance with **Section V., CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. **Section I.**, A., Contract Term, is hereby revised to read:

   A. This Contract began December 28, 2008 and shall end at midnight on December 27, 2010.

   This Contract is in its final renewal year.

2. Pursuant to **Section III.**, Compensation, A., 5, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective December 28, 2009.

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

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

AGENCY: SUMTER COUNTY, BOARD OF COUNTY COMMISSIONERS

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: **Richard D. Davison**

TITLE: **Deputy Secretary**
Department of Corrections

DATE: _____

Approved as to form and legality, subject to execution.

SIGNED BY: _____

NAME: **Kathleen Von Hoene**

TITLE: **General Counsel**
Department of Corrections

DATE: 9/8/09

Revised Addendum A

Inmate Work Squad Detail of Costs for Sumter County, Board of County Commissioners
Interagency Contract Number WS478 Effective December 28, 2009

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	$ 52,729.00 **	$ 52,729.00
Salary Incentive Payment		$ 1,128.00	$ 1,128.00
Repair and Maintenance		$ 121.00	$ 121.00
State Personnel Assessment		$ 398.00	$ 398.00
Training/Criminal Justice Standards		$ 200.00	$ 200.00
Uniform Purchase		$ 400.00	$ 400.00
Uniform Maintenance		$ 350.00	$ 350.00
Training/Criminal Justice Standards *		$ 1,500.00	
Technology Fee		$ 391.00	$ 391.00
TOTAL - To Be Billed By Contract To Agency		$ 57,217.00	$ 55,717.00

*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 $32.51, 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.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

	Number Squads	Total Annual Cost
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.	1	$ 750.00
TOTAL - To Be Billed By Contract To Agency		$ 750.00

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 [X] NO [ ]

ENCLOSED TRAILER REQUIRED: YES [ ] NO [X]

Revised Addendum A
Inmate Work Squad Detail of Costs for Sumter County, Board of County Commissioners
Interagency Contract Number WS478 Effective December 28, 2009

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:		Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	MACOM $4318.00	☐		$ -	☐	☐	☐
Vehicle Mounted Radio	MACOM $4414.00	☒	1	$ -	☐	☐	☒
TOTAL Operating Capital To Be Advanced By Agency				$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:	Total Cost
1. Operating Capital - from Section IV.	$0.00
2. Grand Total - To Be Advanced By Agency At Contract Signing:	$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:	Total Cost
1. Correctional Officer Salaries and Position-Related Expenses - from Section I.	$55,717.00
2. Other Related Expenses and Security Supplies - from Section II.	$750.00
3. Grand Total - To Be Billed To Agency By Contract:	$56,467.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT: (Total of Sections V. and VI.)	$56,467.00

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.

Addendum A - INSTRUCTIONS

Inmate Work Squad Detail of Costs for Sumter County, Board of County Commissioners
Interagency Contract Number WS478 Effective December 28, 2009

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.