

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20040912

1. REQUESTED MOTION:

ACTION REQUESTED: Approve an annual agreement between Lee County and the Florida Dept. of Corrections Fort Myers Work Camp for removal of invasive plant species from conservation lands in Lee, Collier and Charlotte counties.

WHY ACTION IS NECESSARY: To meet the Department of Corrections (DOC) contractual requirements for providing work crews for invasive species control.

WHAT ACTION ACCOMPLISHES: Approves an agreement to allow DOC labor crews to work in invasive species control projects.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # All**

C11B

3. MEETING DATE:

08-03-2004

4. AGENDA:

CONSENT
ADMINISTRATIVE
APPEALS

PUBLIC
WALK ON
TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:
(Specify)**

STATUTE
 ORDINANCE
 ADMIN. CODE

OTHER Local
agreement

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER
B. DEPARTMENT Parks & Recreation
C. DIVISION

BY: John Yarbrough, Director

John Yarbrough

7. BACKGROUND: This agreement continues similar agreements that have been approved by the BOCC in previous years.

DOC crews have been working since 1998 at Lovers Key State Recreation Area, Estero Bay State Buffer Preserve, Imperial River Preserve, Six Mile Cypress Slough Preserve, Conservation 2020 Preserves, and the Hickey's Creek Mitigation Park-Greenbrier Swamp Preserve Connector. Lee County alone has received an estimated benefit of \$183,000.

Lee County will supply herbicide for the exotic control projects to be performed on Lee County Preserves. The priority species for control at these sites will be melaleuca and Brazilian pepper.

No additional funding is required.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

CCM

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>JY 7-14-04</i>	<i>[Signature]</i>			<i>[Signature]</i> <i>7/14/04</i>	OA <i>[Signature]</i> <i>7/20/04</i>	ADM <i>[Signature]</i> <i>7/20/04</i>	Risk <i>[Signature]</i> <i>7/20/04</i>	GC <i>[Signature]</i> <i>7/20/04</i>	<i>[Signature]</i> <i>7/20/04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *7/19/04*
Time: *1:35 pm*
Forwarded To:
CO. 7/19/04

RECEIVED BY
COUNTY ADMIN: *CA*
7/19/04
5:00 pm SLT
COUNTY ADMIN
FORWARDED TO: *PL*
07/20/04
SPM

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

This Local Agreement made and entered into this ____ day of June 2004, by and between the State of Florida, Department of Corrections, through its institution/facility, Ft. Myers Work Camp (hereinafter referred to as "Department"), and the Lee County, (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 XXX Cost Savings

I. TERM/RENEWAL

This Local Agreement shall begin on the last date of signature by all parties.

This Local Agreement shall remain in effect from year to year unless terminated by either party, pursuant to the provisions of Section VII., Suspension or Termination of Local Agreement.

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 4 to 10 inmates each workday for the period of the Local Agreement. Community custody(); Minimum custody (); Both (X).

- X 3. Provide Correctional Officer supervision of the work squad while performing work under this Local Agreement.

- X 4. Provide 1 vehicle(s) and 1 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.
- N/A 11. Conduct a background check, which includes a criminal history check, and obtain approval of the Department's Agreement Manager, or designee prior to authorizing Non-Department Supervisors to participate in training to supervise inmates.
- N/A 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.
- N/A 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.
- X 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- X 17. Orientate 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 form DC2-569, Inmate Safety Training, 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.

- X 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.

- N/A 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.

The established schedule for this work squad is: Days Monday through Friday ,
Hours 7:15am to 3:15pm

- N/A 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.

- N/A 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.

- N/A 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.

- N/A 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.

- N/A 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.

- N/A 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 thirty (30) minutes. Ensure inmates are supervised during rest and lunch breaks.
- N/A 10. Provide drinking water for inmates.
- N/A 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.
- N/A 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.
- N/A 14. Orientate 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 form DC2-569, Inmate Safety Training Documentation, 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.
- N/A 15. It is the intent of this Local Agreement that the agency/work squad have and maintain 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:n/a

- N/A 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 ADMINISTRATION

A. Department's Agreement Manager

The Warden of the Correctional Institution represented in this Local Agreement is designated Agreement 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 name, address and telephone number of the Department's Agreement Manager for this Local Agreement is:

Warden Mr. Barry
 (Location) Hendry Correctional Institution
 (Address) 12551 Wainwright Drive
 Immokalee, FL 34142
 (Telephone #) (239)657-3654
 (Fax #) (239)658-3547
 (E-mail) barry.ronald@mail.dc.state.fl.us

B. Community Work Squad Coordinator

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

(Name) Mr. Wellhausen
 (Title) Asst. Warden
 (Location) Hendry Correctional Institution
 (Address) 12551 Wainwright Drive
 Immokalee, FL 34142
 (Telephone #) (239)657-3654
 (Fax #) (239)658-3547
 (E-mail) wellhausen.steven@mail.dc.state.fl.us

C. Department's Agreement Administrator:

The Chief, Bureau of Purchasing, is designated Agreement Administrator for the Department and is responsible for processing Agreement Amendments and terminations of the Agreement, and will serve as a liaison with the Agreement Manager for the

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

Chief, Bureau of Purchasing
Florida Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
(850) 410-4091

C. Agency's Representative

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

(Name)
(Title)
(Address)

(Telephone #)
(Fax #)
(E-mail)

VI. DISPUTES

Any dispute concerning performance of the terms of this Local Agreement shall be resolved informally by the Department's Agreement Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Department's Correctional Program Administrator, Office of Institutional Support. The Correctional Program Administrator shall decide the dispute, reduce the decision to writing, and deliver a copy to the Department's Agreement Manager, the Agency Representative and the Department's Agreement Administrator.

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:
Lee County

SIGNED
BY: _____
NAME:
(PRINTED)

TITLE:

DATE:

FEID #:

DEPARTMENT OF CORRECTIONS

SIGNED
BY: _____
NAME:
(PRINTED)

TITLE: **Warden**
Department of Corrections

DATE:

Official DC Form # _____ approved for legality and format and may not be changed. If changes are required, formal review and approval must be processed through the Agreement Administrator listed in Section.V.