

RESOLUTION No. 2009-71-1016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT AMENDMENT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS, RELATING TO INMATE WORK PROGRAMS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in March, 2008, the City agreed to enter into a Second Agreement with the Florida Department of Corrections for a work squad to assist the City's public wreck crews with landscaping tasks, and

WHEREAS, the Florida Department of Corrections is proposing an Amendment whereby the Agreement would be extended for a period of one (1) year, increasing the costs and amending certain housekeeping matters, and

WHEREAS, the City Council would like to approve an Amendment to the Agreement that encompasses the aforementioned terms, and

WHEREAS, funding for this purpose is available in the Public Works and the Keep Miami Gardens Beautiful budgets,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager and City Clerk to execute and attest that certain

Resolution No. 2009-71-1016

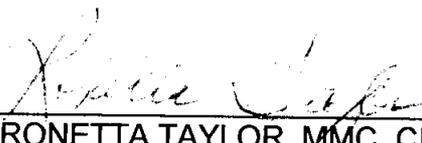
Contract Amendment with the Florida Department of Corrections relating to inmate work programs.

Section 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON MARCH 25, 2009.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilwoman Pritchett
SECOND BY: Councilman Gilbert

VOTE: 6-1

| | | |
|--------------------------------|------------------|-----------------|
| Mayor Shirley Gibson | <u> X </u> (Yes) | <u> </u> (No) |
| Vice Mayor Barbara Watson | <u> X </u> (Yes) | <u> </u> (No) |
| Councilman Melvin L. Bratton | <u> X </u> (Yes) | <u> </u> (No) |
| Councilman Aaron Campbell | <u> X </u> (Yes) | <u> </u> (No) |
| Councilman Oliver Gilbert, III | <u> X </u> (Yes) | <u> </u> (No) |
| Councilwoman Sharon Pritchett | <u> </u> (Yes) | <u> X </u> (No) |
| Councilman André Williams | <u> X </u> (Yes) | <u> </u> (No) |

SKD/bfc
8373382.1



City of Miami Gardens Agenda Cover Memo

| | | | | | | | | |
|---|--|-----------|--|-------------------|-------------------------------|--------------|-------------------------------|-----------|
| Council Meeting Date: | March 25, 2009 | | Item Type: | Resolution | Ordinance | Other | | |
| | | | <i>(Enter X in box)</i> | X | | | | |
| Fiscal Impact: <i>(Enter X in box)</i> | Yes | No | Ordinance Reading: <i>(Enter X in box)</i> | | 1st Reading | | 2nd Reading | |
| | X | | Public Hearing: <i>(Enter X in box)</i> | | Yes | No | Yes | No |
| | | | | | | X | | |
| Funding Source: | Professional Service-Transportation Fund | | Advertising Requirement: <i>(Enter X in box)</i> | | Yes | | No | |
| | | | | | | | X | |
| Contract/P.O. Required: <i>(Enter X in box)</i> | Yes | No | RFP/RFQ/Bid #: | | | | | |
| | X | | | | | | | |
| Sponsor Name | Danny O. Crew | | Department: | | Public Works | | | |

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT AMENDMENT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS, RELATING TO INMATE WORK PROGRAMS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The City has used the Florida Department of Correction's work squad since 2005, to reduce the amount of litter throughout the City, remove graffiti and assist the public works crew with landscaping tasks. The City Council authorized the original contract on June 16, 2005, which was extended a maximum of two times per the original agreement. A second agreement for 2008-2009 was approved and executed on March 10 2008.

FDOC has proposed amendments (**Amendment 1**) to the current agreement, to reflect amendments that are being made to other municipalities. These include:

- Renewal of the Contract for one (1) year;
- Extending the end date of the Contract for an additional year from June 16, 2009;
- Updating the Addendum A to reflect the costs effective June 16, 2009. (Last year's contract price was \$55,777; the new contract price is \$56,467, consequently increasing the cost by \$690).

**ITEM J-2) CONSENT AGENDA
RESOLUTION
Agreement with Florida Dept. of Corrections**

- Stipulate person to whom invoices should be sent; and
- Stipulates termination “at will” by the City upon 60 days notification, or by the FDOC with 60 days notification to the City.

Other terms and conditions remain the same. We recommend approval of the amendment to the agreement with Florida Department of Correction for an additional 1 year. Funds are available in the Public Works Budget (10-41-01-541-310-00 Professional Services)

Recommendation:

It is recommended that the City Council approve the attached Resolution, amending the agreement with Florida Department of Correction for an additional one year.

Attachment:

Exhibit “A” FDOC Contract

CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
CITY OF MIAMI GARDENS

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and the City of Miami Gardens ("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**;
- replaces Addendum A with Revised Addendum A, effective June 16, 2009;
- revises **Section III., COMPENSATION** to add C. Submission of Invoices; and
- revises **Section VI., TERMINATION/CANCELLATION**.

Original contract period: June 16, 2008 through June 15, 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 June 16, 2008 and shall end at midnight on June 15, 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 June 16, 2009.

3. **Section III., COMPENSATION, C. Submission of Invoice(s)** is hereby added:

C. Submission of Invoice(s)

The name, address and telephone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

Tsahai Codner, Program Director
City of Miami Gardens
1515 NW 167 Street Building 5, Suite 200
Miami Gardens, Florida 33169
Telephone: (305) 622-8009
Fax: (305) 622-8032
TsahaiCodner@miamigardens-fl.gov

4. Section VI., TERMINATION/CANCELLATION, is hereby revised to read:

Termination at Will

This Contract may be terminated by the Agency upon no less than sixty (60) calendar days notice and upon no less than thirty (30) calendar days by the Department, without cause, unless time is mutually agreed upon by both parties. 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 Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of the last day worked.

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.

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

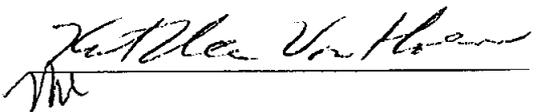
AGENCY: CITY OF MIAMI GARDENS

SIGNED BY: _____
NAME: _____
TITLE: _____
DATE: _____
FEID #: _____

DEPARTMENT OF CORRECTIONS

Approved as to form and legality,
subject to execution.

SIGNED BY: _____
NAME: **Richard D. Davison**
TITLE: **Deputy Secretary
Department of Corrections**
DATE: _____

SIGNED BY: 
NAME: **Kathleen Von Hoene**
TITLE: **General Counsel
Department of Corrections**
DATE: 2/20/09

REVISED Addendum A

**Inmate Work Squad Detail of Costs for the City of Miami Gardens
Interagency Contract Number WS463 Effective June 16, 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 | \$ 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.

1A. 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.)

| 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 NO
 ENCLOSED TRAILER REQUIRED: YES NO

REVISED Addendum A
Inmate Work Squad Detail of Costs for the City of Miami Gardens
Interagency Contract Number WS463 Effective June 16, 2009

| | Per Unit Cost | Number of Units | Total Cost | Bill To Agency | Provided By Agency | Already Exists |
|---|--|-----------------|------------|--------------------------|--------------------------|-------------------------------------|
| IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY: | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Hand Held Radio | MACOM \$4,318.00 <input checked="" type="checkbox"/> | 1 | \$ - | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Vehicle Mounted Radio | MACOM \$4,414.00 <input type="checkbox"/> | | \$ - | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| TOTAL Operating Capital To Be Advanced By Agency | | | \$ - | | | |

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

| | | |
|--|------------|--------|
| 1. Operating Capital - from Section IV. | Total Cost | \$0.00 |
| 2. Grand Total - To Be Advanced By Agency At Contract Signing: | Total Cost | \$0.00 |

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

| | | |
|--|------------|-------------|
| 1. Correctional Officer Salaries and Position-Related Expenses - from Section I. | Total Cost | \$55,717.00 |
| 2. Other Related Expenses and Security Supplies - from Section II. | Total Cost | \$750.00 |
| 3. Grand Total - To Be Billed To Agency By Contract: | Total Cost | \$56,467.00 |

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

| | |
|------------|-------------|
| Total Cost | \$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 the City of Miami Gardens
Interagency Contract Number WS463 Effective June 16, 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.

