

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

Blue Sheet No. 20030901

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:

08-26-2003

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

J. Yarbrough by ccm

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 \$123,000.

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:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>dy</i>				<i>[Signature]</i>	<i>CA</i>	<i>OM</i>	<i>Risk</i>	<i>GC</i>	<i>HS</i>
<i>07/30/03</i>			<i>7/31/03</i>		<i>8/1/03</i>	<i>8/1/03</i>	<i>7/31/03</i>	<i>8/5/03</i>	<i>8/7/03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *7/31/03*
Time: *11:45 am*

Forwarded To:
Co. Admin. 7/31/03 2:25 pm

RECEIVED BY
COUNTY ADMIN: *CA*
7-31-03
4:30
COUNTY ADMIN
FORWARDED TO: *HS*
8/7/03

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

This agreement made and entered into this _____ day of, _____ 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 Florida Administrative Code Rule Chapters 33-601.201, Inmate Work Programs and 33-601.202, Use of Inmates in Public Works.

The duration of this agreement is from 07/01/03 to 06/30/04.

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

_____ Value Added X Cost Savings

1. 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 the inmates for the work to be performed to assign inmates who do not present a danger to Property or persons.
- X 2. Provide up to 4-10 inmates each workday for the period of the agreement.
 Medium Custody (); Minimum Custody (); Both (X)
- X 3. Provide 1 vehicle and 1 Correctional Officer each workday to transport inmates to and from the work site.
- X 4. Provide Correctional Officer supervision of the work squad while performing work under this Agreement.
- X 5. Provide food and drinks for inmate lunches.
- X 6. Apprehend escapees and handle problem inmates.
- X 7. Provide transportation from the work site to the correctional facility for inmates whom refuse to Work, become unable to work, or cause a disruption in the work schedule.
- X 8. Administer all disciplinary action to be taken against inmate(s) for infractions committed while under the supervision of the Agency.
- X 9. Provide for medical treatment of ill or injured inmates and transportation of such inmates.
- NA 10. Conduct a background check, which includes a criminal history check, and obtain approval by the institution/facility Warden or designee prior to authorizing Non-Department Supervisors to participate in training to supervise inmates.
- NA 11. 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.

- NA 12. Notify the Agency in the event that an Agency employee fails to provide proper supervision of inmates(s).
- X 13. Provide inmates with all personal items of clothing appropriate for the season of the year.
- X 14. 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 15. Other: (attach additional page(s) if necessary).
This squad will have an established workweek of Monday through Friday, from 7:25 am to 3:15 pm, excluding State holidays or if there is a shortage of inmates causing cancellation of this squad.

II. 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 "NA" to the left of the number.

- NA 1. Provide the Department with a schedule of hours that inmates will be worked 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.
- NA 2. Provide supervision of inmates in accordance with the Department's rules and regulations while performing work under this Agreement. Non-Department Supervisors may supervise Community and Minimum Custody inmates. Each Non-Department Supervisor must successfully pass a background check that includes criminal history check, and must be approved by the institution/facility Warden or designee and complete required orientation/training in the supervision of inmates prior to assuming supervision.
- NA 3. Provide transportation of inmates each workday to and from the work site.
- X 4. Provide all tools, equipment, materials and personal items such as gloves, rubber boots, hard hats, Etc., necessary and appropriate for performance of the work under this Agreement.
- X 5. Ensure that licensing or permits are obtained if required for the work to be performed under this Agreement. Provide necessary supervision and guidance for projects that require a permit and require technical assistance to complete the project.
- NA 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.
- NA 7. Complete daily the Community Work Squad Activities Report, DC6-239 (to be provided by the Department) and submit the form on a weekly basis to the Department.
- NA 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.
- NA 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.

NA 10. 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.

X 11. 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 your agency do not use inmates as any part of their labor force.

X 12. 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 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 be liable by law.

NA 13. Other special considerations regarding activities of the work squad that may be based on work location, etc. (attach additional page(s) if necessary).

III. SUSPENSION OR TERMINATION OF AGREEMENT

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

Agreed to and signed this _____ day of _____, 2003.

FOR: DEPARTMENT OF CORRECTIONS

FOR: LEE COUNTY BOARD OF COUNTY COMMISSIONERS

Name: _____

Name: Holly Schwaab

Title: _____

Title: Asst. Co. Manager

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY