

RESOLUTION NO. 2011-254

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BY AND BETWEEN ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS AND ST. JOHNS COUNTY SHERIFF'S OFFICE TO EFFECTIVELY MANAGE GROUNDS' MAINTENANCE, GENERAL MAINTENANCE, ROAD AND BRIDGE, SOLID WASTE SERVICES AND OTHER OPERATIONS THROUGH THE UTILIZATION OF INMATE LABOR**

**WHEREAS**, the Florida Legislature has recognized the benefit of inmate work programs that provide inmates with useful activities that can lead to meaningful employment after release in order to assist in reducing the return of inmates to incarceration; and

**WHEREAS**, the security goals of the Sheriff and the County are enhanced through the reduction of idleness of inmates and the provision of an incentive for good behavior in jail; and

**WHEREAS**, the County and the Sheriff wish to reduce the cost of government by providing inmate labor in activities which do not unreasonably compete with private enterprise; and

**WHEREAS**, the County wishes to effectively manage grounds' maintenance, general maintenance, road and bridge, solid waste services and other operations through the utilization of inmate labor; and

**WHEREAS**, the Sheriff oversees the care, custody, and control of inmates and agrees to provide supervision of inmate work crews for County needs as requested; and

**WHEREAS**, Florida law provides that County prisoners may be put to labor on roads and bridges or other public works of the County.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:**

1. The above recitals are hereby adopted as findings of fact.
2. The County Administrator, or designee, is hereby authorized to execute the Interlocal Agreement, substantially in the form attached, on behalf of the County for the purposes mentioned above.
3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida this 6<sup>th</sup> day of September 2011.

ATTEST: Cheryl Strickland, Clerk

BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA

By: Ram Halterman  
Deputy Clerk

By: J. Ken Bryan  
J. Ken Bryan, Chairman

RENDITION DATE 9/12/11



**INTERLOCAL AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY BOARD of COUNTY COMMISSIONERS  
AND  
ST. JOHNS COUNTY SHERIFF'S OFFICE**

THIS INTERLOCAL AGREEMENT is dated and effective as of October 1, 2011 or such date as the parties may mutually agree upon (the "Effective Date"), and is made by and between ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS whose principal place of business is 500 San Sebastian View, St. Augustine, Florida 32084 (the "County"), and ST. JOHNS COUNTY SHERIFF'S OFFICE whose principal place of business is 4015 Lewis Speedway, St. Augustine, Florida 32084 (the "Sheriff").

**Statement of Purpose**

**WHEREAS**, the Florida Legislature has recognized the benefit of inmate work programs that provide inmates with useful activities that can lead to meaningful employment after release in order to assist in reducing the return of inmates to incarceration; and

**WHEREAS**, the security goals of the Sheriff and the County are enhanced through the reduction of idleness of inmates and the provision of an incentive for good behavior in jail; and

**WHEREAS**, the County and the Sheriff wish to reduce the cost of government by providing inmate labor in activities which do not unreasonably compete with private enterprise; and

**WHEREAS**, the County wishes to effectively manage grounds' maintenance, general maintenance, road and bridge, solid waste services and other operations through the utilization of inmate labor; and

**WHEREAS**, the Sheriff oversees the care, custody, and control of inmates and agrees to provide supervision of inmate work crews for County needs as requested; and

**WHEREAS**, Florida law provides that County prisoners may be put to labor on roads and bridges or other public works of the County.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I  
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES**

1.1 **Personnel and Services.** The Sheriff shall provide to the County Inmate Supervisors for the Road and Bridge, Solid Waste and Parks and Recreation departments and other departments as requested in writing by the County for the purpose of overseeing inmate

work crews. The Sheriff shall ensure that that each of the Inmate Supervisors furnished to County pursuant to this Section 1.1 satisfy all of the following:

- A. Personnel shall meet all bonding requirements prescribed by the State of Florida and the Sheriff's Office;
- B. Personnel shall be trained and maintain proper certification and qualifications as Sheriff employees and in compliance with policies and procedures of the Sheriff pertaining to inmate supervisors and the custody of inmates;
- C. Personnel will be assigned Inmate Supervisor duties by the Sheriff and report to the County designated manager to receive daily work assignments;
- D. Inmate Supervisors shall faithfully and diligently perform all duties and obligations as may be assigned, and ensure the safety and training of inmate work crews;
- E. The Sheriff will provide reasonable notice in writing to the appropriate County Department Director prior to terminating or changing an Inmate Supervisor's assignment.

1.2 **Scheduling of Coverage.** Sheriff shall provide Inmate Supervisors and inmate work crews as requested in writing by the County on an as needed basis and as agreed upon at least a month in advance, unless otherwise agreed to by representatives of the parties. Sheriff shall use reasonable efforts to honor any requests by County to provide Inmate Supervisors and inmate work crews in addition to those identified in any coverage schedule, but shall not be obligated to do so due to impossibilities relating to lack of available Inmate Supervisors as a result of leave, illness, disability, scheduled vacations, and other like reasons. The County department requesting any Inmate Supervisor will provide work assignments and opportunity for training relative to the work need. Under emergency circumstances County Departments requesting inmate work crews and the Sheriff will work cooperatively together to respond to the need and accommodate flexible scheduling necessitated by emergency conditions.

1.3 **Supervision.** Inmate Supervisors will be employees of the Sheriff's Office and subject to all Sheriff policies, procedures and directives

## ARTICLE II TERM, EXTENSION AND TERMINATION

2.1 **Term.** The term of this Agreement shall be for twelve (12) months commencing on October 1st, 2011 and shall expire at 11:59 p.m. on September 30, 2011.

2.2 **Automatic Renewal.** This Agreement shall automatically renew each subsequent year unless either of the parties provides advance written notice of non-renewal at least sixty (60) days prior to the end of the Agreement term period.

2.3 **Termination.** This Agreement may be terminated upon either the County, or the

Sheriff providing at least thirty (30) days advance written notice to the other party of such notice of termination. Such written notification shall indicate that either the County or the Sheriff intends to terminate this Agreement thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified). Consistent with other provisions of this Agreement, the Sheriff shall be compensated for any services and/or expenses authorized under this Agreement and are performed and/or accrue up to the termination of this Agreement.

2.4 **No Commitment of County Funds.** Any renewal of this Agreement shall be subject to the availability of funds. The County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Sheriff cannot require that the County provide any such funds in any given County Fiscal Year.

### ARTICLE III COMPENSATION AND BILLING

3.1 **Compensation.** County shall pay the Sheriff for Inmate Supervisor services received and provided by the Sheriff pursuant to this Agreement. The County recognizes that Inmate Supervisors may be assigned additional work if time allows and if the employee is willing and qualified to perform the work at the discretion of the Sheriff. The Sheriff agrees to bill the County only for Inmate Supervisor services received by the County.

3.2 **Rate.** The Sheriff will bill the County for the hourly rate of the Inmate Supervisor providing the service. In the event that an alternate Inmate Supervisor is assigned by the Sheriff to provide coverage for illness, vacation, emergencies or other scheduling issues, the County will be notified in advance of any increase to the hourly rate.

3.3 **Billing by Sheriff.** The Sheriff will submit an invoice monthly to each individual County department for services delivered during the previous month. Services will be broken out by department receiving the services with the hours worked by department indicated. In the event either party determines that a different method of billing would be beneficial, both parties mutually agree to explore and implement such changes as prove beneficial to both parties.

### ARTICLE IV MISCELLANEOUS

4.1 **Personnel.** The Sheriff shall be responsible for the costs associated with personnel including salary, benefits, uniforms, training, bond insurance fees, and other Personnel related costs.

4.2 **Insurance.** The Sheriff will maintain any and all workers' compensation and liability coverage related to the Inmate Supervisors and inmate work crew activity.

4.3 **Vehicles and Equipment.** The vehicles and equipment used by Inmate Supervisors to perform work for County departments will remain the property of the County. Sheriff will provide liability coverage for Inmate Supervisors while driving the County vehicle.

4.4 **Changes in Laws.** This Agreement at all times is to be subject to applicable federal, state and local laws, rules and regulations. Any provisions of law that invalidate, or otherwise are inconsistent with the terms of this Agreement, or that would cause one or both of the parties to be in violation of law, shall be deemed to have superseded the terms of this Agreement; provided *however*, that the parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible within the requirements of the law.

4.5 **Venue.** Venue for any arbitration, mediation or legal proceeding relating to this Agreement shall lie in St. Johns County, Florida.

4.6 **Assignment.** In light of the scope and rationale for this Agreement, neither the County, nor the Sheriff may assign, transfer, and/or sell any of the rights noted in this Agreement, or associated with this Agreement, without the express written approval of the other party.

4.7 **Notice.** Any notice required to be given hereunder shall be in writing and may be delivered personally or shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at their respective address indicated below, or at any address as may have been specified by either party:

If to County:                    St. Johns County  
    Attn: Office of Management and Budget  
    500 San Sebastian View  
    St. Augustine, Florida 32048

If to the Sheriff:                St. Johns Sheriff's Office  
    Attn: Mark Simpson  
    4015 Lewis Speedway  
    St. Augustine, Florida 32084

4.8 **Amendment.** Both the County and the Sheriff acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the County and the Sheriff acknowledge that any change, amendment, modification, or revision of this Agreement shall be in writing, and shall be executed by duly authorized representatives of both the County, and the Sheriff

4.9 **Governing Law and Venue.** This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

4.10 **Indemnity.** To the extent permitted by law, the Sheriff shall indemnify, defend, and hold the County harmless from, and against, all claims and reasonable costs associated with performance of this Agreement.

4.11 **Communication.** Sheriff and County shall strive to maintain an open line of communication as it relates to the Inmate Supervisors.

4.12 **Access to Records.** The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

4.13 **Review of Records.** As a condition of entering into this Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the Sheriff authorizes the County to examine, review, inspect and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Agreement.

4.14 **No Third Party Beneficiaries.** Both the County and the Sheriff explicitly agree, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

4.15 **Severability.** If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

4.16 **Authority to Execute.** Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed this Agreement as of the date written above.

ST. JOHNS COUNTY, FLORIDA

SHERIFF'S OFFICE

By: \_\_\_\_\_  
Michael D. Wanchick  
County Administrator

By: \_\_\_\_\_