

BOARD OF COUNTY COMMISSIONERS

DATE: March 18, 2014

AGENDA ITEM NO. 19

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Video Visitation System Funding Agreement between Bob Gualtieri, Pinellas County Sheriff and Pinellas County

Department:

Office of Management and Budget
Real Estate Management

Staff Member Responsible:

Bill Berger, Interim Director
Paul Sacco, Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS APPROVE THE ATTACHED VIDEO VISITATION SYSTEM FUNDING AGREEMENT WITH BOB GUALTIERI, PINELLAS COUNTY SHERIFF (SHERIFF) AND AUTHORITY BE GRANTED FOR THE CHAIR TO SIGN AND THE CLERK TO ATTEST.

Summary Explanation/Background:

The Sheriff currently utilizes a Video Visitation System (VVS) located in an off-compound visitation center which provides for secure visitation between inmates and visitors, reduces contraband entering the jail, improves the efficiency of visits and facilitates Public Defender visits with clients. The VVS consists of approximately 317 visitation stations, is open seven days a week from 11:15 A.M. until 7:40 P.M., and the visitation center averages 440 scheduled visits per day.

The current VVS is over 15 years old and has become technologically antiquated and increasingly unsupportable. There is greater demand for video visitation and user-friendly accommodations, greater demand by entities which rely on the services provided by the Sheriff, and greater demand placed by other agencies to record all visits. A new VVS needs to be acquired.

The attached funding agreement provides a vehicle for the County's contribution of an appropriation amount not to exceed \$400,000. The Sheriff will be responsible for developing the specifications and selecting a vendor(s) using a competitive procurement process for the VVS replacement. The County shall contribute the amount equal to the actual purchase price of the hardware and non-licensed software components of the VVS, subject to the \$400,000 limit.

Fiscal Impact/Cost/Revenue Summary:

The total amount of funding for this agreement is \$400,000 and is from the Courts and Jail Allocation/Detention Support Improvements in the Capital Projects Fund for FY14 within the Public Safety function and Detention and Correction program.

Exhibits/Attachments Attached:

Contract Review Transmittal Slip
Agreement

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Video Visitation System Funding Agreement	
CONTRACT NO.: NA	ESTIMATED <u>EXPENDITURE</u> / REVENUE: \$400,000 (Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT:

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: Jackie Trainer, OMB	2-14-14	<i>J. Trainer</i>	Should it be specified that this is "Penny" funded? Term? Section 2B	It is in Fiscal Impact See Correction (PS)
Real Estate Mgt: Paul Sacco	2/14/14	<i>Paul Sacco</i> (PS)		
Risk Mgmt: Virginia Holscher Qtr 2-18	2/19/14	<i>GW</i>	Public Entity to Public Entity	
Finance:** Cassandra Williams	2/21/14	<i>CW</i>		
OMB:** Bill Berger	2/21/14	<i>B</i>	Include documentation of appropriation in backup.	2/24/14
Legal: Jewel White Michael Zas	2-24-14 1-24-14 2/24/14	<i>JW</i> <i>MZ</i>	Have we confirmation life expectancy of new vvs is 55 years or longer? 15	PS = 15 yrs or longer 2/24/14
Assistant County Administrator or Executive Director: Mark Woodard	2/25/14	<i>MW</i>	See various comments/Q's	2/25/14

Please return to Jackie Trainer, OMB By Feb. 20, 2014.

All inquiries should be made to Jackie Trainer, OMB ext.464-3605.

VIDEO VISITATION SYSTEM FUNDING AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on the ____ day of _____, 2014 ("Effective Date"), by and between Bob Gualtieri, Pinellas County Sheriff ("Sheriff"), a duly elected official and Pinellas County, a political subdivision of the State of Florida ("County") (collectively, "Parties").

W I T N E S S E T H

WHEREAS, the Sheriff operates the Pinellas County Jail which includes inmate housing, food services, laundry services, security and movement; and

WHEREAS, the Sheriff currently utilizes a Video Visitation System (VVS) located in an off-compound visitation center, which provides for secure visitation between inmates and visitors, reduces contraband entering the jail, improves the efficiency of visits and increases Public Defender visits with clients; and

WHEREAS, VVS consists of approximately 317 visitation stations (67 visitor stations and 250 inmate stations), is open seven days a week from 11:15 – 19:40 hours, and the visitation center averages 440 scheduled visits per day; and

WHEREAS, the current VVS is over 15 years old and has become technologically antiquated and increasingly unsupportable; and

WHEREAS, there is greater demand for video visitation and user-friendly accommodations, greater demand by entities which rely on the services provided by the Sheriff, and greater demand placed by other agencies to record all visits; and

WHEREAS, the Parties desire to acquire a new VVS.

NOW, THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated herein), the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. **TERM.** The term of the Agreement shall commence on the Effective Date of this Agreement and continue in full force and effect until the VVS has been procured, installed and formally accepted by the Sheriff (expected to be completed by September 30, 2014), unless otherwise terminated or extended as provided herein.
2. **COUNTY FUNDING AND RESPONSIBILITIES.** The County agrees to contribute a maximum expenditure of \$400,000 to the Sheriff to be utilized for the purchase of the new VVS upon receipt of a payment request from the Sheriff, and in accordance with the following:
 - A. The Sheriff shall be responsible for developing the specifications and selecting a vendor(s) using a competitive procurement process for the VVS replacement.

- B. The County shall contribute the sum equal to the actual purchase price of the hardware and non-licensed software components of the VVS. The Parties agree that County funds will not be used for licensed software, maintenance, training and/or purchased warranties. The County will reimburse the Sheriff the sums due in accordance with Section 2. The amount of the expenditure that the County pays the Sheriff will be based on documentation reflecting that the vendor was paid in full for costs approved by the County in accordance with Section 2.A. within ten (10) days of receiving request for payment from Sheriff.
- C. The Parties agree that the total expenditure by the County, which is not to exceed \$400,000, shall constitute the maximum funding provided by the County for acquisition of the VVS, and the Sheriff shall be solely responsible for any costs in excess of this sum, or for any costs incurred by the Sheriff related to the equipment not approved by the County in accordance with Section 2.A or 2.B.
- D. The Sheriff shall submit payment requests for funds as provided herein to the address set out in Section 8, along with such documentation as required herein, which sums shall be paid in accordance with Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act."

3. SHERIFF'S USE OF FUNDING AND RESPONSIBILITIES.

- A. The Sheriff agrees to utilize the funding provided by the County herein for the purchase and/or acquisition of a VVS and for no other purpose unless authorized by written amendment to this Agreement. The Parties acknowledge that the County is not a party to the purchase and assumes no responsibility, obligation, or liability of any party relative to the purchase of the VVS as provided herein.
- B. The Sheriff shall be solely responsible for all costs incurred for the operation, training, insurance, maintenance, and repair of the VVS.

4. COMPLIANCE WITH LAWS. The Parties shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and the orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to public records laws.

5. INDEMNIFICATION. The Sheriff shall defend, indemnify and pay the cost of defense, and hold harmless the County from all damages, suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement or the purchase or operation of the vehicles, or on account of any act or omission, neglect or misconduct of the Sheriff; or by, or on account of, any claim or amounts received under the Workers' Compensation Law or of any other laws, by-laws, ordinance, order or decree.

6. **DUE AUTHORITY.** Each party to this Agreement represents and warrants to the other party that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the party is authorized to do so; and (iii) this Agreement constitutes a valid and legally binding obligation of the party, enforceable in accordance with its terms.
7. **ASSIGNMENT.** No party to this Agreement may assign any rights or delegate any duties under this Agreement without the prior written consent of the other party.
8. **NOTICES.** Notice shall be given by written communication sent by first class mail or by courier to the contact listed below. Such notice will be deemed to have been given upon the expiration of 36 hours after mailing or, if earlier, when received. A Party may change its contact person by complying with the notice provision under this paragraph.

TO THE COUNTY:

Jackie Trainer
Pinellas County Office of Mgt & Budget
14 S. Ft. Harrison Ave.
Clearwater, FL 33756

TO THE SHERIFF:

Major Sean D. Jowell
Pinellas County Sheriff's Office
10750 Ulmerton Rd
Largo, FL 33778

Either party may change its authorized representative or address for receipt of notices by providing the other party with written notice of such change. The change shall become effective ten (10) days after receipt by the non-changing party of the written notice of change.

9. **WAIVER.** No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a duly executed written modification to this Agreement.
10. **TERMINATION.**

A. The County reserves the right to terminate this Agreement, without cause, by giving thirty (30) days prior written notice to the Sheriff of its intention to terminate pursuant to this provision. The County agrees that it will pay Sheriff all requests submitted that comply with section 2.D. above through the termination date.

B. Failure of the Sheriff to comply with any of the provisions of this Agreement shall be considered a material breach hereof and shall be cause for immediate termination of the Agreement at the discretion of the County upon written notice to the Sheriff.

C. In the event funds are not budgeted and appropriated by the County in any fiscal year for purposes described herein for either Party, then the County shall notify the

Sheriff of such occurrence, and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to either Party.

11. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and assigns.
12. **NO THIRD PARTY BENEFICIARY.** Persons not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.
13. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.
14. **NO CONSTRUCTION AGAINST PREPARER OF AGREEMENT.** This Agreement has been prepared by the County and reviewed by the Sheriff and its professional advisors. The Sheriff, County, and County's professional advisors believe that this Agreement expresses their understanding and that it should not be interpreted in favor of either the Sheriff or County or against the Sheriff or County merely because of their efforts in preparing it.
15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and no change will be valid unless made by supplemental written agreement executed by the Parties.
16. **SEVERABILITY.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
17. **GOVERNING LAW.** This Agreement shall be construed in accordance with the Laws of the State of Florida. The State and federal courts located in Pinellas County, Florida will have exclusive jurisdiction and venue over any dispute or controversy arising from or relating to this Agreement or its subject matter.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

**PINELLAS COUNTY, FLORIDA, by and
through its Board of County Commissioners**

By: _____
Karen Seel, Chairman

Pinellas County Sheriff's Office

By:  _____
Bob Gualtieri, Sheriff

ATTEST:
KEN BURKE, CLERK OF COURT

By: _____
Deputy Clerk

APPROVED AS TO FORM

By:  _____
Office of the County Attorney

Pinellas County Capital Improvement Program Project Budget Detail Report

February 24, 2014

Page 1 of 2

Parameters: Project: 000895A 2331 Detention Support Improve Budget Type Code: Planning Fund Type: All Beginning Fiscal Year: OCT-2012

		Current Year Estimate	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total
Function: Public Safety													
Activity: Detention &/Or Correction													
Project: 000895A 2331 Detention Support Improvements													
Fund: 3001	Capital Projects	Center: 412100	CIP-Public Safety	Program: 3017 Detention/Correction Projects									
020.1	Design Costs-Penny	2,939,900	3,000,000	300,000	300,000	300,000	300,000	300,000	100,000	0	0	0	7,539,900
030.1	Construction-Penny	0	0	21,550,000	24,906,000	31,841,000	30,265,000	18,700,000	1,000,250	0	0	0	128,262,250
110.1	Other Costs-Penny	0	2,000,000	0	0	0	0	0	5,300,750	0	0	0	7,300,750
Project Total for : Fund: 3001 Capital Projects		Center: 412100	CIP-Public Safety	Program: 3017 Detention/Correction Projects									
		2,939,900	5,000,000	21,850,000	25,206,000	32,141,000	30,565,000	19,000,000	6,401,000	0	0	0	143,102,900
Total for Project: 000895A 2331 Detention Support Improvements													
		2,939,900	5,000,000	21,850,000	25,206,000	32,141,000	30,565,000	19,000,000	6,401,000	0	0	0	143,102,900
Funding Source:													
Penny for Pinellas		2,939,900	5,000,000	21,850,000	25,206,000	32,141,000	30,565,000	19,000,000	6,401,000	0	0	0	143,102,900
Funding Total:		2,939,900	5,000,000	21,850,000	25,206,000	32,141,000	30,565,000	19,000,000	6,401,000	0	0	0	143,102,900

Project Description: This project entails the upgrade of Jail campus infrastructure to include demolition, utility distribution and assessment of food service and laundry facilities.

Project Classifications:

CIP Phase	Design
Location	Clearwater
Originating Department	Real Estate Management
Penny Program	Courts and Jail

Pinellas County Capital Improvement Program Project Budget Detail Report

February 24, 2014

Page 2 of 2

Parameters: Project: 000895A 2331 Detention Support Improve Budget Type Code: Planning Fund Type: All Beginning Fiscal Year: OCT-2012

	Current Year Estimate	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total
Report Total:	2,939,900	5,000,000	21,850,000	25,206,000	32,141,000	30,565,000	19,000,000	6,401,000	0	0	0	143,102,900

Budget Expenditure and Encumbrance by Project - All Funds

Pinellas County
FEB-14USD
14-FEB-2014 17:42 33

Project=000895A (2331 Detention Support Improve)

	Period Activity (Expenditures)	Year To Date Budget	Year To Date Expenditures	Encumbrances	Over-Under Budget	%
3001 412100 3017 Detention/Correction Pr 000895A 2331 Detention Support Impr 5600001 Budget-Capital Outlay	0.00	5,000,000.00	0.00	0.00	5,000,000.00	0
3001 412100 3017 Detention/Correction Pr 000895A 2331 Detention Support Impr 5620001 Buildings	2,457.18	0.00	108,920.57	75,439.04	-184,359.61	n/m
3001 412100 3017 Detention/Correction Pr 000895A 2331 Detention Support Impr 5630001 Improvmnts Othr Than Bldg	327,300.20	0.00	859,558.65	641,800.50	-1,501,359.15	n/m
3001 412100 3617 Detention/Correction Pr 000895A 2331 Detention Support Impr 5699983 Op Exp-Proj-Burdening	0.00	0.00	1,113.43	0.00	-1,113.43	n/m
3001 412100 3017 Detention/Correction Pr 000895A 2331 Detention Support Impr 5699991 Reg Salaries&Wages-Projects	0.00	0.00	3,839.40	0.00	-3,839.40	n/m
3001 412100 3017 Detention/Correction Pr 000895A 2331 Detention Support Impr 5699992 Benefits-Projects	0.00	0.00	1,247.45	0.00	-1,247.45	n/m
Total Expenditures	329,757.38	5,000,000.00	974,679.50	717,239.54	3,308,080.96	34



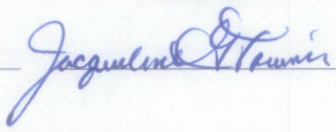
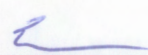
CATS # 44158

**OFFICE OF MANAGEMENT & BUDGET
BCC AGENDA ITEMS**

REVIEW/ROUTING SHEET

BCC Submittal Subject: Video Visitation System Funding Agreement

Proposed BCC Agenda Date: March 18, 2014

<u>Reviewed by:</u>	<u>Name</u>	<u>Signature</u>	<u>Review Date</u>
Originator	<u>Jackie Trainer</u>	<u></u>	<u>3-5-14</u>
Budget Manager	<u></u>	<u></u>	<u></u>
Interim Director	<u>Bill Berger</u>	<u></u>	<u>3/5/14</u>

Date Submitted

County Attorney (Resolutions Only)

Paula Gonya

Comments:

Approve Penny funding agreement with the Sheriff for Video Visitation System.

3 signed originals attached.