



**FLORIDA  
DEPARTMENT of  
CORRECTIONS**

Governor

**RICK SCOTT**

Secretary

**JULIE L. JONES**

501 South Calhoun Street, Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

March 29, 2016

Hank Riley, General Services Manager  
Florida Department of Legal Affairs  
PL-01 The Capitol  
Tallahassee, FL 32399-1050

RE: Work Squad Contract #W1058

Dear Mr. Riley:

Enclosed is your fully executed original of Work Squad Contract #W1058 between the Department of Corrections, Department of Management Services, and your agency. This Contract was effective March 25, 2016.

As a reminder, please be advised:

- to include the Contract #(W1058) on all correspondence;
- that changes to the scope of services cannot be made except through a formal Contract amendment, executed by both parties, and issued by this office; and
- that services may not be provided after the expiration date unless the Contract has been extended or renewed.

If there are any questions, please call me at (850) 717-3677

Sincerely,

*John Dupree*

John Dupree  
GOC II  
Bureau of Contract Management and Monitoring

**CONTRACT BETWEEN**  
**THE FLORIDA DEPARTMENT OF CORRECTIONS**  
**AND**  
**THE FLORIDA DEPARTMENT OF LEGAL AFFAIRS**  
**AND**  
**THE FLORIDA DEPARTMENT OF MANAGEMENT SERVICES**

This Contract is between the Florida Department of Corrections ("Department"), the Florida Department of Legal Affairs, Office of the Attorney General ("OAG"), and The Florida Department of Management Services ("DMS") which are the parties hereto.

**WITNESSETH**

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff in conjunction with the Collins Building construction projects and other DMS projects occurring within the duration of this Contract;

WHEREAS, the OAG and DMS are qualified and willing participants with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

**I. CONTRACT TERM/RENEWAL**

- A. This Contract shall become effective upon the establishment of the Correctional Work Squad Officer position referenced in Section II., B., 1., a.

This Contract shall end at midnight one (1) year(s) from the effective date of this Contract.

- B. Contract Renewal

This Contract may be renewed for one (1) additional, one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal will be exercised upon the OAG's initiative with the concurrence of the DMS and the Department. The decision to exercise the option to renew should be made no later than sixty (60) days prior to the Contract expiration.

## II. SCOPE OF CONTRACT

### A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

### B. Description of Services

#### 1. Responsibilities of the Department

- a. Pursuant to Chapter 33-601.202(2)(a), Florida Administrative Code, supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) work squad(s) of up to five (5) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicle furnished by the DMS. Unless otherwise specified, the DMS shall maintain physical custody of all DMS trailers and all tools, equipment, supplies, materials, and personal work items (gloves, boots, hard hats, etc.) furnished to the Department by the DMS. The DMS is responsible for the maintenance of all furnished equipment.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the DMS may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the OAG for the Officer's salary and by the DMS for the vehicle costs associated with this Contract in accordance with Addendum A. Once the OAG and DMS reimburse the Department for the costs reflected on Addendum A, Section II., these items will be placed on the

Department's property records, as appropriate, and at the end, or upon termination, of this Contract such items will be transferred to the OAG and DMS.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall 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.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates to obtain such medical treatment.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

**2. Responsibilities of the OAG and DMS**

- a. The OAG and DMS shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the OAG and DMS shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The OAG and DMS shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental, OAG and DMS, or non-profit organization, and that private contractors employed by the OAG and DMS do not use inmates as any part of their labor force.
- d. The DMS shall retain ownership of any vehicles or equipment provided by the DMS for the work squad. The DMS shall maintain its own inventory of transportation, tools, and equipment belonging to the OAG and DMS.
- e. The DMS shall provide vehicles for transportation of the work squads and is responsible for the maintenance of said vehicle.

3. Communications Equipment

It is the intent of this Contract that the work squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The OAG shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

All radio communication equipment owned or purchased by the OAG that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the OAG, shall be IMMEDIATELY deprogrammed by the Department at no cost to the OAG upon the end or termination of this Contract. Under no circumstances shall the OAG accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Security Operations, Central Office, to effect the deprogramming of radio communications equipment provided by the OAG.

a. Vehicle Mounted Radios:

Vehicles provided by the DMS, that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the OAG, that are or that will be programmed to the Department's radio frequency(ies), will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the OAG that is (are) programmed to a Department radio frequency utilized by the OAG during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the Work Squad Officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the OAG. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the OAG and DMS if a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer is required, it will be provided by the OAG and DMS at no cost to the Department. If the Department is to maintain control of the trailer when the squad is not working, the OAG and DMS shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. The Department shall maintain an inventory of all property, expendable and non-expendable, which is in the custody and control of the Department. Upon the end or termination of this Contract, the trailer and any non-expendable items will be returned to the OAG and DMS.

**III. COMPENSATION**

A. Payment to the Department by the OAG

1. **Total Operating Capital To Be Advanced By the OAG**, as delineated in Section IV., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the work squad.
2. **Total Costs To Be Billed To the OAG By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20<sup>th</sup> day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20<sup>th</sup> day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The DMS shall insure any vehicles owned by the DMS used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections  
Bureau of Finance and Accounting  
Attn: Professional Accountant Supervisor  
Centerville Station  
Call Box 13600  
Tallahassee, Florida 32317-3600

**C. Submission of Invoice(s)**

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

Hank Riley  
General Services Manager  
Florida Department of Legal Affairs  
Mailing Address: PL-01 The Capitol  
Tallahassee, FL 32399-1050  
Telephone: (850) 414-3452  
Email: [hank.riley@myfloridalegal.com](mailto:hank.riley@myfloridalegal.com)

Victoria Mitchell  
DMS, Division of Real Estate Development and Management  
4050 Esplanade Way  
Tallahassee, Florida 32399  
Telephone: (850) 921-6014  
Email: [victoria.mitchell@dms.myflorida.com](mailto:victoria.mitchell@dms.myflorida.com)

**IV. CONTRACT MANAGEMENT**

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address, and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

**A. Department's Contract Manager**

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the OAG and DMS. The position, address, and telephone number of the Department's Contract Manager for this Contract is:

Warden  
Wakulla Correctional Institution  
110 Melaleuca Drive  
Crawfordville, Florida 32327  
Telephone: (850) 410-1895

**B. Department's Contract Administrator**

The Contract Administrator for the Department is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department.

The address and telephone number of the Department's Contract Administrator for this Contract is:

Operations Manager, Contract Administration  
Bureau of Contract Management and Monitoring  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Phone: (850) 717-3681  
Fax: (850) 488-7189

**C. Agency's Representative**

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

OAG

Hank Riley  
General Services Manager  
Florida Department of Legal Affairs  
Mailing Address: PL-01 The Capitol  
Tallahassee, FL 32399-1050  
Telephone: (850) 414-3452  
Email: [hank.riley@myfloridalegal.com](mailto:hank.riley@myfloridalegal.com)

DMS

Victoria Mitchell  
DMS, Division of Real Estate Development and Management  
4050 Esplanade Way  
Tallahassee, Florida 32399  
Telephone: (850) 921-6014  
Email: [victoria.mitchell@dms.myflorida.com](mailto:victoria.mitchell@dms.myflorida.com)

**D. Changes to Designees**

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

**V. CONTRACT MODIFICATIONS**

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations, or increases/decreases in allocations make changes to this Contract necessary.

**VI. TERMINATION/CANCELLATION**

**Termination at Will**

This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said 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 last day worked.

**VII. CONDITIONS**

**A. Records**

The OAG and DMS agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, Florida Statutes, made or received by the OAG and DMS in conjunction with this Agreement. Any refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

**B. Annual Appropriation**

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in Addendum A and in Section III, COMPENSATION.

**C. Disputes**

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the OAG and DMS with a copy to the Contract Administrator and Contract Manager.

**D. Force Majeure**

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

**E. Severability**

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

**F. Verbal Instructions**

No negotiations, decisions, or actions shall be initiated or executed by the OAG and DMS as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the OAG and DMS that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the OAG and DMS.

**G. No Third Party Beneficiaries**

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

**H. Prison Rape Elimination Act (PREA)**

The OAG and DMS shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115 to the Department of Corrections' Contract Manager.

**I. Cooperation with Inspector General**

In accordance with Section 20.055(5), Florida Statutes, the OAG and DMS understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**


Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

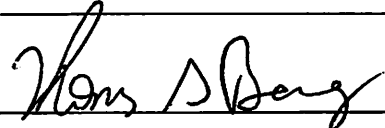
IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**AGENCY'S: OAG AND DMS**

SIGNED BY:   
 NAME: Bonnie Rogers  
 TITLE: Office of Attorney General, Director of Administration

DATE: 3/8/16

FEID #:

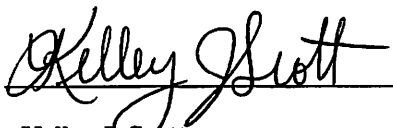
SIGNED BY:   
 NAME: Tom Berger  
 TITLE: Department of Management Services, Director of Real Estate

DATE: 3/9/16

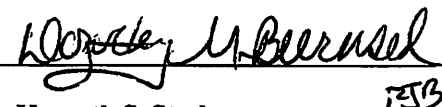
FEID #:

**DEPARTMENT OF CORRECTIONS**

Approved as to form and legality,  
subject to execution.

SIGNED BY:   
 NAME: Kelley J. Scott  
 TITLE: Director, Office of Administration Department of Corrections

DATE: 3/18/16

SIGNED BY:   
 NAME: Kenneth S. Stealy

TITLE: General Counsel Department of Corrections

DATE: 3/17/16

**Addendum A**  
**Inmate Work Squad Detail of Costs for Department of Management Services**  
**Interagency Contract Number W1058 Effective March 25, 2016**

\*\*\*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:**

	# Officers	Multiplier		Per Officer Annual Cost	Total Annual Cost
Officers Salary		1	\$	54,194.00 **	\$ 54,194.00
Salary Incentive Payment			\$	1,128.00	\$ 1,128.00
Repair and Maintenance			\$	121.00	\$ 121.00
State Personnel Assessment			\$	354.00	\$ 354.00
Training/Criminal Justice Standards			\$	200.00	\$ 200.00
Uniform Purchase			\$	400.00	\$ 400.00
Uniform Maintenance			\$	350.00	\$ 350.00
Training/Criminal Justice Standards *			\$	2,225.00	\$ 2,225.00
<b>TOTAL - To Be Billed By Contract To Agency</b>			\$	<b>58,972.00</b>	<b>\$ 58,972.00</b>

\*Cost limited to first year of contract as this is not a recurring personnel/position cost.

\*\* Annual cost does not include overtime pay.

IA. The Overtime Hourly Rate of Compensation for this Contract is \$31.85, 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.)

"

**II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:**

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.

	Number Squads	Total Annual Cost
	1	\$ 750.00
<b>TOTAL - To Be Billed By Contract To Agency</b>		<b>\$ 750.00</b>

**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 ☒

**Addendum A**  
**Inmate Work Squad Detail of Costs for Department of Management Services**  
**Interagency Contract Number W1058 Effective March 25, 2016**

**IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:**

Hand Held Radio      MACOM    \$4969.00  
Vehicle Mounted Radio      MACOM    \$5400.00

Per Unit Cost	Number of Units
\$ 4,969.00	1

**TOTAL Operating Capital To Be Advanced By Agency**

Total Cost
\$ 4,969.00
\$ -
\$ 4,969.00

Bill To Agency	Provided By Agency	Already Exists
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**V. TOTAL COSTS TO BE ADVANCED BY AGENCY:**

- Operating Capital - from Section IV.
- Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$4,969.00
\$4,969.00

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

- Correctional Officer Salaries and Position-Related Expenses - from Section I.
- Other Related Expenses and Security Supplies - from Section II.
- Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$58,972.00
\$750.00
\$59,722.00

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:**

(Total of Sections V. and VI.)

\$64,691.00
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**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 Department of Management Services**  
**Interagency Contract Number W1058 Effective March 25, 2016**

- 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.