

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/30/2024

Contract/Lease Control #: C19-2818-COR

Procurement#: NA

Contract/Lease Type: CONTRACT – AGREEMENT

Award To/Lessee: THE FLORIDA DEPARTMENT OF CORRECTIONS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/12/2024

Expiration Date: 06/11/2029 W/1 5 YR RENEWAL

Description of: CANINE TRACKING UNITS

Department: COR

Department Monitor: WEEKS

Monitor's Telephone #: 850-689-5690

Monitor's FAX # or E-mail: NWEEKS@MYOKALOOSA.COM

Closed: _____

CC: BCC RECORDS

DeRita Mason

From: Odessa Cooper-Pool
Sent: Monday, February 5, 2024 4:54 PM
To: DeRita Mason
Subject: RE: For your review and signature Agreement # A5553 FDOC
Attachments: A4718 Final.pdf; A5553 Final.pdf

Good afternoon DeRita,

The final agreements with the Florida Department of Corrections has been reviewed and is approved by Risk Management. The are no insurance elements.

Thank you,

Odessa Cooper-Pool

Public Records & Contracts Specialist |Risk Management
Okaloosa County BCC
302 N. Wilson Street, Crestview, FL 32536
Office: 1-850-689-4111



“And, when you want something, all the universe conspires in helping you to achieve it.”— Paulo Coelho, *The Alchemist*

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Friday, February 2, 2024 9:23 AM
To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>
Cc: Jacqueline Matichuk <jmatichuk@myokaloosa.com>
Subject: FW: For your review and signature Agreement # A5553 FDOC
Importance: High

Good morning,
Pleas review and approve the attached.
Thank you,

DeRita Mason

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, February 27, 2024 12:56 PM
To: DeRita Mason
Cc: Nolan Weeks
Subject: Re: For your review and signature Agreement # A5553 FDOC

DeRita,

The Agreement Manager for the County listed under Section IV.B of Agreement #A5553 should be changed to:

Nolan Weeks
Chief Correctional Officer
[insert address, phone and email]

With that change, this is approved.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: Lynn Hoshihara
Sent: Friday, February 2, 2024 10:18:45 AM
To: DeRita Mason
Cc: Nolan Weeks
Subject: Fw: For your review and signature Agreement # A5553 FDOC

DeRita,

Please begin contract coordination for these agreements. These appear to be related to C19-2818-COR.

Lynn

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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MEMORANDUM OF AGREEMENT

BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

This Memorandum of Agreement (“Agreement”) is between the Florida Department of Corrections (“Department”) and the Okaloosa County Board of County Commissioners (“Agency”), which are the parties hereto.

WITNESSETH

WHEREAS, the Department is responsible for the inmates and for the operation of, and supervisory and protective care, custody, and control of, all buildings, grounds, property, and matters connected with the correctional system in accordance with Section 945.04, Florida Statutes (F.S.);

WHEREAS, several of the Department’s institutions have canine tracking units used for apprehending escaped offenders;

WHEREAS, the Department wishes to render the assistance of its canine tracking units, upon request, to State and local law enforcement agencies that may require assistance in the apprehension of escaped offenders and missing or endangered persons, to the extent that it is lawfully able to do so without impeding its primary mission; and

WHEREAS, the Agency has requested assistance be available upon their determination of need.

NOW THEREFORE, subject to controlling law, rules, regulations, or to other governing policies and procedures, and in consideration of the mutual promises expressed herein, the parties agree as follows:

I. AGREEMENT TERM AND RENEWAL

A. Agreement Term

This Agreement shall begin on June 13, 2024 or the date it is signed by both parties, whichever is later, and shall end on June 12, 2029. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

B. Agreement Renewal

The Department has the option to renew this Agreement, in whole or in part, for up to an additional five (5) years beyond the initial term, upon written agreement of both parties, and upon the same terms and conditions contained herein. Exercise of a renewal option shall be conditioned, at minimum, on the Agency’s performance of the Agreement. The Department, if it desires to exercise the renewal option, will provide written notice to the Agency no later than 30 calendar days prior to the Agreement’s expiration date.

CONTRACT: C19-2818-COR
The Florida Department of Corrections
Canine Tracking Units
EXPIRES:06/11/2029 w/1 5 yr renewal

II. SCOPE OF AGREEMENT

A. Definitions

The capitalized terms used in this Agreement, unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

1. **Agreement Administrator:** The Department employee, or their designee, who will maintain the official Agreement Administration file, develop and maintain the Agreement and all amendments, maintain the official records of all formal correspondence between the Department and the Agency, and terminate the Agreement, if necessary.
2. **Agreement Manager:** The Department and the Agency employee, or their designee, who serves as liaison between each party and the other and is responsible for performance oversight and operational management of the Agreement.
3. **Institution:** A correctional Institution or prison that houses inmates in the custody of the Department.
4. **Warden:** The Department employee or designated as responsible for supervising the governance, discipline, and policy of their assigned correctional Institution and to enforce all orders and rules.

B. Overview

The parties shall work together to maximize the efficiency of the administration of the Department's canine tracking units by facilitating the exchange of information between the parties and utilizing a team problem-solving approach to address the issues facing their respective offices.

C. Responsibilities of the Department

1. The Department will provide the assistance of the canine tracking units from Holmes Correctional Institution (HCI), Okaloosa Correctional Institution (OCI), and Santa Rosa Correctional Institution (SRCI), as requested by the Agency, in accordance with applicable Department rules and procedures. However, the Department's ability to provide the assistance of the canine tracking units will be subject to operational constraints. Therefore, this Agreement does not imply or create any liability if the Department is unable to provide such assistance.
2. Authorization to provide assistance must be approved by the Warden before a canine tracking unit can be activated and deployed by the institution where the request for assistance was received.
3. The Warden will select the canine tracking unit, which will consist of the canine sergeant and two (2) correctional officers.
4. In the event that a canine tracking unit is not available from the institution where the request was received, the Warden will contact the Central Office Emergency Action Center (EAC) on-call officer or staff for assistance to be provided from another canine tracking unit. The on-call officer or staff will determine the closest available canine tracking unit(s) and dispatch them, if necessary.

D. Responsibilities of the Agency

1. The Agency's Agreement Manager listed in Section IV., B., Agreement Managers, shall request the assistance of a canine tracking unit from the institution listed in Section IV., B., Agreement Managers. The Agency may request direct assistance through the Department's EAC by calling (850) 922-6867, if the Warden is not immediately available, or the Agency is requesting assistance after business hours or on weekends.
2. The Agency agrees that the Agency's supervising authority shall provide the Department information concerning the level of risk that will be involved in the search (e.g., whether the tracked person is armed, has a history of violence, or has a history of a mental disorder that could cause confrontational behavior).
3. The Agency, when requesting assistance, must provide a certified law enforcement officer to accompany the canine tracking unit when the purpose of the search is the apprehension of an offender or escapee.

E. Regulations Governing Use

Failure of the Agency, or any of its personnel, to comply with the terms of this Agreement may result in the suspension of canine tracking unit services.

III. FINANCIAL OBLIGATIONS

The parties acknowledge that this Agreement does not create financial obligations between the parties. If costs are incurred as a result of either, or both of the parties performing their duties or responsibilities under this Agreement, each party agrees to be responsible for their own costs.

IV. AGREEMENT MANAGEMENT

A. Agreement Administrator

The title, address, and telephone number of the Agreement Administrator are:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3700

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers.

FOR THE DEPARTMENT:

Jonathan Rummel, Correctional Services Administrator
Bureau of Security Operations
501 S Calhoun Street
Tallahassee, Florida 32399
Telephone: (850) 717-3248
Email: jonathan.rummel@fdc.myflorida.com

FOR THE AGENCY:

Nolan Weeks, Chief Correctional Officer
Okaloosa County Board of County Commissioners
302 N. Wilson Street
Crestview, Florida 32536
Telephone: (850) 689-5690
Email: nweeks@myokaloosa.com

FOR HCI

Warden
Holmes Correctional Institution
3142 Thomas Drive
Bonifay, Florida 32425-0190
Telephone: (850) 547-8600
Email: HolmesCI.WardenOffice@fdc.myflorida.com

FOR OCI

Warden
Okaloosa Correctional Institution
3189 Colonel Greg Malloy Road
Crestview, Florida 32539-6708
Telephone: (850) 682-0931
Email: OkaloosaCI.WardenOffice@fdc.myflorida.com

FOR SRCI

Warden
Santa Rosa Correctional Institution
5850 East Milton Road
Milton, Florida 32583-7014
Telephone: (850) 983-5800
Email: SantaRosaCI.WardenOffice@fdc.myflorida.com

V. REVIEW AND MODIFICATION

Upon request of either party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations for each party to agree to amend the Agreement terms.

Upon execution of this Agreement, with the exception of changes to Section IV. AGREEMENT MANAGEMENT, modifications shall be valid only through the execution of a formal written amendment to the Agreement. Any changes in the information contained in Section IV. AGREEMENT MANAGEMENT, may be provided to the other party, in writing, and a copy of the written notification shall be maintained in the official Agreement record.

VI. TERMINATION

This Agreement may be terminated at any time upon the mutual consent of both parties, or unilaterally by either party, upon no less than 30 calendar days' written notice. Notice shall be delivered by express mail or other methods whereby a receipt of delivery may be obtained.

In addition, this Agreement may be terminated with 24 hours' written notice by the Department or the Agency for any failure of either party to comply with the terms of this Agreement or any applicable Florida law.

VII. OTHER CONDITIONS

A. Public Records Law

The Agency 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, F.S., made or received by the Agency in conjunction with this Agreement. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Sovereign Immunity

The Agency and the Department are State agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein serves as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein constitutes consent by a State agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

C. Confidentiality

The Agency shall ensure all staff assigned to this Agreement maintain confidentiality with reference to individuals receiving services in accordance with applicable local, State, and federal laws, rules, and regulations. The Department and the Agency agree that all information and records obtained in the course of providing services under this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and State statutes and regulations adopted pursuant thereto.

The Agency agrees to keep all Department personnel information (i.e., Department staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released in writing by the Department.

D. Independent Contractor Status

The Agency shall be an independent contractor in the performance of its duties and responsibilities under this Agreement. The Department will neither have nor exercise any control or direction over the methods by which the Agency shall perform its work and functions other than as provided herein. This Agreement does not constitute, a partnership or a joint venture between the parties.

E. Disputes

Any dispute arising from this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Assistant Deputy Secretary of Institutions. The Assistant Deputy Secretary of Institutions shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, the Agreement Manager, and the Agreement Administrator.

F. Notices

All notices required or permitted by this Agreement shall be given, in writing, and by hand-delivery or email, to the respective addresses of the parties as set forth in Section IV. AGREEMENT MANAGEMENT, above. All notices by hand-delivery shall be deemed received on the date of delivery, and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Either party may change the names, addresses, or telephone numbers set forth in Section IV. AGREEMENT MANAGEMENT, above by written notice given to the other party as provided above.

G. Prison Rape Elimination Act

The Agency shall report any violations of the Prison Rape Elimination Act, Federal Rule 28 C.F.R. Part 115, to the Agreement Manager, or designee.

H. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, 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.

I. Cooperation with Inspector General

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

J. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, pandemics, strikes, or labor disputes.

K. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, and the Agency may be declared ineligible for further Agreements.

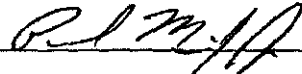
L. Cooperation with the Florida Senate and the Florida House of Representatives

In accordance with Section 287.058(7) F.S., the Agency agrees to disclose any requested information, relevant to the performance of this Agreement, to members or staff of the Florida Senate or the Florida House of Representatives, as required by the Florida Legislature. The Agency is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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


AGENCY:
OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS

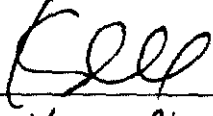
SIGNED BY: 
NAME: Paul Mixon
TITLE: Okaloosa County Commission Chairman
DATE: 3/26/2024
FEIN: 59-6000765



FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED BY: 
NAME: J. Glyn Long
TITLE: Procurement Director
DATE: 4/9/24

SIGNED BY: 
NAME: Kristen Clemans
TITLE: Deputy General Counsel
DATE: 4-4-24



FLORIDA
DEPARTMENT of
CORRECTIONS

Governor

RON DESANTIS

Secretary

RICKY D. DIXON

501 South Calhoun Street, Tallahassee, FL 32399-2500

www.dc.state.fl.us

April 30, 2024

Paul Mixon
Vice Chairman
Okaloosa County Board of County Commissioners
302 N. Wilson Street
Crestview, Florida 32536
Telephone: (850) 689-5030

RE: Memorandum of Agreement No. A5553

Dear Mr. Mixon:

Enclosed is your executed original of Agreement No. A5553 between the Florida Department of Corrections and your organization. This Agreement begins on June 13, 2024, and will expire on June 12, 2029.

As a reminder, please be advised:

- to include the Agreement number (A5553) on all associated correspondence;
- that changes to the scope of services cannot be made except through a formal Agreement amendment, executed by both parties, and issued by this office; and
- that services may not be provided after the expiration date unless the Agreement has been renewed or extended through a formal renewal/extension, executed by both parties and issued by this office.

Should you have any questions or concerns, please contact Jonathan Rummel at (850) 717-3248 or Jonathan.Rummel@fdc.myflorida.com or contact the appropriate.

Sincerely,

Kristen Rummel

Kristen Rummel
Strategic Sourcing Analyst
Bureau of Procurement

Enclosure