

**EXHIBIT B**

**CONTRACT, LEASE, AGREEMENT CONTROL FORM**

**Date: 4/10/2003**

**Contract/Lease Control #: C03-0914-COI-40**

**Bid #: N/A Contract/Lease Type: AGREEMENT**

**Award To/Lessee: OKALOOSA COUNTY SCHOOL BOARD**

**Lessor:**

**Effective Date: 7/1/2002 \$0**

**Term: INDEFINITE**

**Description of Contract/Lease: JAIL EDUCATIONAL SERVICES**

**Department Manager: CORRECTIONS**

**Department Monitor: PAUL LAWSON**

**Monitor's Telephone #: 689-5690**

**Monitor's FAX #: 689-5090**

**Date Closed:**

**RENEWAL**  
**OF**  
**EDUCATIONAL SERVICES AGREEMENT**

**THIS AGREEMENT**, is made effective the 1st day of July, 2005, by and between THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA whose address is 120 SE Lowery Place, Fort Walton Beach, FL 32548 (hereinafter referred to as "Provider") and OKALOOSA COUNTY, FLORIDA, whose address is 101 James Lee Boulevard, East, Crestview, Florida (hereinafter referred to as "Recipient").

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which the Provider shall deliver or perform the services for the Recipient as set forth under Exhibit "A" attached hereto and made a part hereof. The scope of work shall hereinafter be referred to as the "Project." This Agreement renews the prior agreement between the parties dated July 1, 2004.
2. **Term.** The Initial Term of this Agreement shall begin effective the 1<sup>st</sup> day of July, 2005 and shall end on the 30th day of June, 2006. This Agreement may be renewed and/or extended by mutual agreement of the parties at the end of the Initial Term and any extended term thereafter.
3. **Responsibilities of Provider.**
  - a) **Delivery of Services:** The Provider shall deliver the services required under this Agreement on the dates and at the times and places specified as follows: Provide educational services to youth incarcerated at the Okaloosa County Jail, Crestview, Florida. For purposes of this Agreement, incarcerated youth shall mean all persons who are incarcerated at the Okaloosa County Jail who are otherwise entitled to attend the K-12 public schools of Okaloosa County, Florida.
  - b) **Staff and Personnel:** The Provider shall make available the following personnel and/or other resources to provide the services required under this Agreement: Instructional personnel and necessary administrative and support services for the educational program.
  - c) **Finances:** The Provider shall be responsible for the following costs and expenses associated with providing the services under this Agreement: All costs and expenses of school district personnel and instructional materials required in the delivery of educational services.

- d) Supervision, and Evaluation: The Provider shall be responsible for the supervision of all of its personnel and/or agents assigned to provide services under this Agreement. The Provider shall work mutually with the Recipient to provide an evaluation of the delivery and impact of the services made available under this Agreement and shall further provide to the Recipient any and all appropriate data or other materials maintained or collected by Provider in the course of performing this Agreement.
- e) Confidentiality: The Provider shall only be entitled to receive records and information from the Recipient which can be lawfully made available to Provider, and in such event the Provider shall be held strictly accountable for the protection of such records and information consistent with both state and federal laws protecting the confidentiality of juvenile and student records and other information which may be available through the Recipient which is necessary for Provider to deliver the services required hereunder.
- f) Official Representative: The Provider shall be responsible for providing an official representative and contact person to conduct all communications with the Recipient and to be responsible for the ongoing administration of this Agreement. The Provider hereby designates Betty Howard, as its official representative for the purposes of administering this Contract with the Recipient.

4. **Responsibilities of the Recipient.**

- a) Financing: The Recipient shall be responsible for the following costs and/or expenses associated with Provider's delivery of services under this Agreement: NONE.
- b) Confidentiality: The Recipient shall be responsible for insuring that all records and other information in its possession are properly handled under both state and federal confidentiality laws protecting the rights of juveniles and students.
- c) Monitoring and Evaluation: The Recipient and/or its designee under this Agreement shall participate with Provider to monitor the delivery of services under this Agreement and further to coordinate any service or program evaluation that may be necessary during or at the conclusion of the term of this Agreement.
- d) Program Support: The Recipient and/or designee under this Agreement shall make available to the Provider, its employees and/or agents in the course of their delivery of services under this Agreement the following facilities and/or resources to assist provider in the quality delivery of services: Classroom space and security services.

- e) Official Representative: The Recipient shall be responsible for providing an official representative and contact person to conduct all communications with Provider and to be responsible for the ongoing administration of this Agreement. The Recipient hereby designates Larry Caskey, for the purposes of administering this Contract with Provider.
5. Modification. This Agreement may be modified from time to time but only upon the written mutual consent of the parties hereto.
6. Disputes. In the event a dispute should arise between the parties as to the delivery of services under this Agreement, the Recipient hereby authorizes its Director of Okaloosa County Department of Corrections to work with the Provider to resolve any such disputes. In the event that management of Recipient and the Superintendent of Schools for the Provider are unable to resolve the dispute then the matter shall be referred to the Okaloosa County Board of County Commissioners and the Okaloosa County School Board for final resolution.
7. Termination. This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice to the other. In the event that the Recipient should terminate this Agreement prior to its expiration, it shall be liable for payment of only the pro rata portion of any financial obligations that are due to Provider through the date of termination.

**THIS AGREEMENT** entered into on the dates indicated below to be effective as of the date first above written.

ATTEST:

By: 

Don Gaetz,  
Superintendent of Schools

ATTEST:

BY: 

Name: RICHARD BRANNON

Title: PURCHASING DIRECTOR

THE SCHOOL BOARD OF  
OKALOOSA COUNTY, FLORIDA

By: 

Catherine S. Thigpen,  
Chairman

OKALOOSA COUNTY, FLORIDA

By: 

Print Name: JAMES D. CURRY

Title: COUNTY ADMINISTRATOR

EXHIBIT "A"

**SCOPE OF SERVICES**

The Provider shall perform services for the Recipient to include the following:

Delivery of educational services to youth who are incarcerated at the Okaloosa County Jail who otherwise would be qualified to attend Public Schools (K-12) in Okaloosa County, Florida.

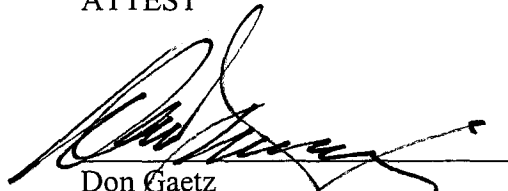
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**EDUCATIONAL SERVICES AGREEMENT**

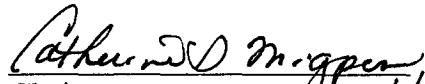
**AMENDMENT #1 TO CORRECTION'S CONTRACT #C03-0914-COI-40**

Effective June 30 of each year, this agreement will automatically renew for an additional year unless terminated by either party in accordance with paragraph 7.

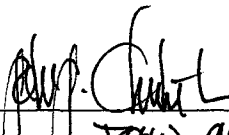
ATTEST

  
Don Gaetz  
Superintendent of Schools

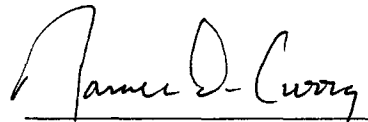
THE SCHOOL BOARD OF  
OKALOOSA COUNTY, FL

  
Catherine D. Morgan  
Chairman Date: 6/26/06

WITNESS

  
Name: John Christofide  
Title: Contracts Coordinator

OKALOOSA COUNTY, FL

  
James D. Curry Date: 6/8/06  
County Administrator

## EDUCATIONAL SERVICES AGREEMENT

THIS AGREEMENT, effective on this 9TH day of <sup>APRIL</sup> ~~March~~ 2003, by and between THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA, whose address is 120 SE Lowery Place, Fort Walton Beach FL 32548 (hereinafter referred to as "Provider") and OKALOOSA COUNTY, FLORIDA, whose address is 101 James Lee Boulevard, East, Crestview FL 32539 (hereinafter referred to as "Recipient").

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which the Provider shall deliver or perform the services for the Recipient as set forth under Exhibit "A" attached hereto and made a part hereof. The scope of work shall hereinafter be referred to as the "Project."
2. **Term.** The Initial Term of this Agreement shall begin effective the 1st day of July 2002 and shall end on the 30th day of June 2003. The Agreement may be renewed and/or extended by mutual agreement of the parties at the end of the Initial Term and any extended term thereafter.
3. **Responsibilities of Provider.**
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e. Confidentiality: The Provider shall only be entitled to receive records and information from the recipient which can be lawfully made available to Provider, and in such event the Provider shall be held strictly accountable for the protection of such records and information consistent with both state and federal laws protecting the confidentiality of juvenile and student records and other information which may be available through the recipient which is necessary for Provider to deliver the services required hereunder.

f. Official Representative: The Provider shall be responsible for providing an official representative and contact person to conduct all communications with the Recipient and to be responsible for the ongoing administration of this Agreement. The Provider hereby designates Betty Howard as its official representative for the purpose of administering this Contract with the recipient.

**4. Responsibilities of the Recipient.**

a. Financing: The Recipient shall be responsible for the following costs and/or expenses associated with Provider's delivery of services under this Agreement: NONE.

b. Confidentiality: The Recipient shall be responsible for insuring that all records and other information in its possession are properly handled under both state and federal confidentiality laws protecting the rights of juveniles and students.

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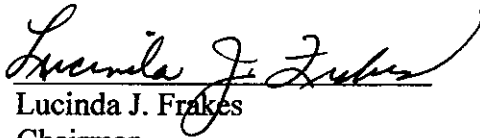
ATTEST:

By:

  
Don Gaetz  
Superintendent of Schools

THE SCHOOL BOARD OF  
OKALOOSA COUNTY, FLORIDA

By:

  
Lucinda J. Frakes  
Chairman

ATTEST:

By:



OKALOOSA COUNTY, FLORIDA  
COUNTY MANAGER

By:

  
Chris Holley

**EXHIBIT 'A'**

**SCOPE OF SERVICES**

The Provider shall perform services for the Recipient to include the following:

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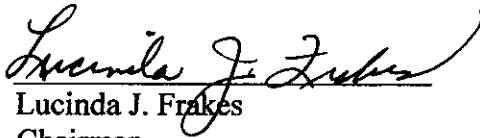
ATTEST:

By:

  
Don Gaetz  
Superintendent of Schools

THE SCHOOL BOARD OF  
OKALOOSA COUNTY, FLORIDA

By:

  
Lucinda J. Frakes  
Chairman

ATTEST:

By:



By:

  
Chris Holley

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OF  
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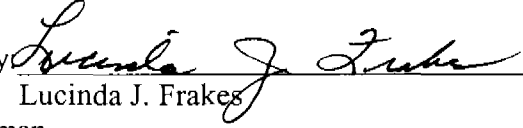
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<p>ATTEST:</p> <p>By: </p> <p>Don Gaetz Superintendent of Schools</p>	<p>THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA</p> <p>By: </p> <p>Lucinda J. Frakes Chairman</p>
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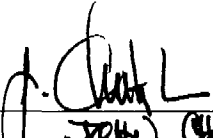
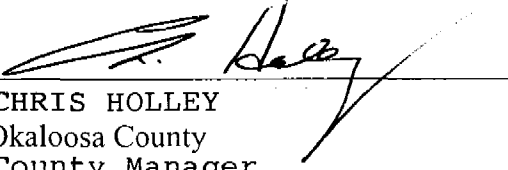
<p>ATTEST:</p> <p>BY: </p> <p>Name: <u>John Christopher</u> Title: <u>Contracts Coordinator</u></p>	<p>OKALOOSA COUNTY, FLORIDA</p> <p>By: </p> <p>CHRIS HOLLEY Okaloosa County County Manager</p>
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EXHIBIT "A"

**SCOPE OF SERVICES**

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ORIGINAL

**RENEWAL**  
**OF**  
**EDUCATIONAL SERVICES AGREEMENT**

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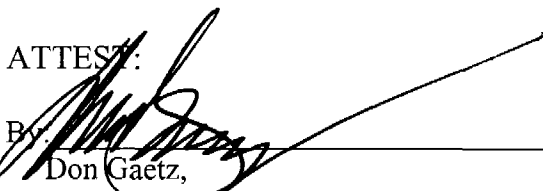
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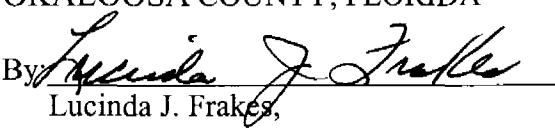
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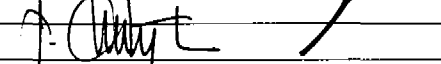
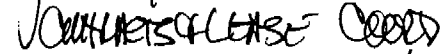
- a) Financing: The Recipient shall be responsible for the following costs and/or expenses associated with Provider's delivery of services under this Agreement: NONE.
- b) Confidentiality: The Recipient shall be responsible for insuring that all records and other information in its possession are properly handled under both state and federal confidentiality laws protecting the rights of juveniles and students.
- c) Monitoring and Evaluation: The Recipient and/or its designee under this Agreement shall participate with Provider to monitor the delivery of services under this Agreement and further to coordinate any service or program evaluation that may be necessary during or at the conclusion of the term of this Agreement.
- d) Program Support: The Recipient and/or designee under this Agreement shall make available to the Provider, its employees and/or agents in the course of their delivery of services under this Agreement the following facilities and/or resources to assist provider in the quality delivery of services: Classroom space and security services.

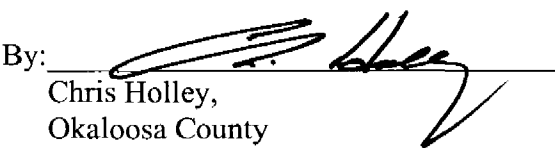
- e) **Official Representative:** The Recipient shall be responsible for providing an official representative and contact person to conduct all communications with Provider and to be responsible for the ongoing administration of this Agreement. The Recipient hereby designates Larry Caskey, for the purposes of administering this Contract with Provider.
- 5. **Modification.** This Agreement may be modified from time to time but only upon the written mutual consent of the parties hereto.
- 6. **Disputes.** In the event a dispute should arise between the parties as to the delivery of services under this Agreement, the Recipient hereby authorizes its Director of Okaloosa County Department of Corrections to work with the Provider to resolve any such disputes. In the event that management of Recipient and the Superintendent of Schools for the Provider are unable to resolve the dispute then the matter shall be referred to the Okaloosa County Board of County Commissioners and the Okaloosa County School Board for final resolution.
- 7. **Termination.** This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice to the other. In the event that the Recipient should terminate this Agreement prior to its expiration, it shall be liable for payment of only the pro rata portion of any financial obligations that are due to Provider through the date of termination.

**THIS AGREEMENT** entered into on the dates indicated below to be effective as of the date first above written.

ATTEST:  
 By:   
 Don Gaetz,  
 Superintendent of Schools

THE SCHOOL BOARD OF  
 OKALOOSA COUNTY, FLORIDA  
 By:   
 Lucinda J. Frakes,  
 Chairman

ATTEST:  
 BY:   
 Name:   
 Title: 

OKALOOSA COUNTY, FLORIDA  
 By:   
 Chris Holley,  
 Okaloosa County  
 County Manager

COPIES OF LEASE COORDINATION  
 9/30/04


APPROVED AS TO FORM  
 AND LEGAL SUFFICIENCY  
  
 C. JEFFREY MCINNIS  
 SCHOOL BOARD ATTORNEY

EXHIBIT "A"

**SCOPE OF SERVICES**

The Provider shall perform services for the Recipient to include the following:

Delivery of educational services to youth who are incarcerated at the Okaloosa County Jail who otherwise would be qualified to attend Public Schools (K-12) in Okaloosa County, Florida.

**RENEWAL**  
**OF**  
**EDUCATIONAL SERVICES AGREEMENT**

**THIS AGREEMENT**, is made effective the 1st day of July, 2003, by and between THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA whose address is 120 SE Lowery Place, Fort Walton Beach, FL 32548 (hereinafter referred to as "Provider") and OKALOOSA COUNTY, FLORIDA, whose address is 101 James Lee Boulevard, East, Crestview, Florida (hereinafter referred to as "Recipient").

1. **Purpose.** The purpose of this Agreement is to establish the terms and conditions under which the Provider shall deliver or perform the services for the Recipient as set forth under Exhibit "A" attached hereto and made a part hereof. The scope of work shall hereinafter be referred to as the "Project." This Agreement renews the prior agreement between the parties dated July 1, 2002.

2. **Term.** The Initial Term of this Agreement shall begin effective the 1<sup>st</sup> day of July, 2003 and shall end on the 30th day of June, 2004. This Agreement may be renewed and/or extended by mutual agreement of the parties at the end of the Initial Term and any extended term thereafter.

3. **Responsibilities of Provider.**

a) **Delivery of Services:** The Provider shall deliver the services required under this Agreement on the dates and at the times and places specified as follows: Provide educational services to youth incarcerated at the Okaloosa County Jail, Crestview, Florida. For purposes of this Agreement, incarcerated youth shall mean all persons who are incarcerated at the Okaloosa County Jail who are otherwise entitled to attend the K-12 public schools of Okaloosa County, Florida.

b) **Staff and Personnel:** The Provider shall make available the following personnel and/or other resources to provide the services required under this Agreement: Instructional personnel and necessary administrative and support services for the educational program.

c) **Finances:** The Provider shall be responsible for the following costs and expenses associated with providing the services under this Agreement: All costs and expenses of school district personnel and instructional materials required in the delivery of educational services.

*Contract Auto Renewed w/ School Board  
Approved. CHANGED TO AN INDEFINITE TERM  
THAT REMAIN W/ COUNCIL OF JAIL*

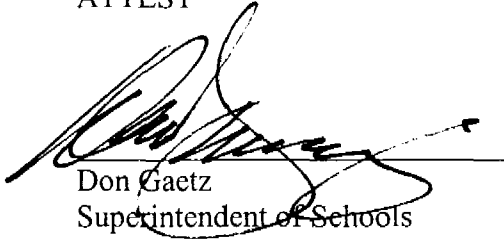
*ADMIN.  
RJP*

**EDUCATIONAL SERVICES AGREEMENT**

**AMENDMENT #1 TO CORRECTION'S CONTRACT #C03-0914-COI-40**

Effective June 30 of each year, this agreement will automatically renew for an additional year unless terminated by either party in accordance with paragraph 7.

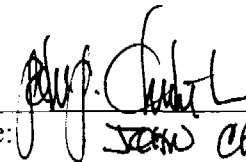
ATTEST

  
Don Gaetz  
Superintendent of Schools

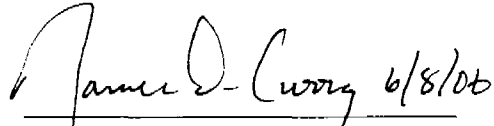
THE SCHOOL BOARD OF  
OKALOOSA COUNTY, FL

  
Catherine D. Miggins  
Chairman Date: 6/26/06

WITNESS

  
Name: JAMES D. CURRY  
Title: CONTRACTS COORDINATOR

OKALOOSA COUNTY, FL

  
James D. Curry Date: 6/8/06  
County Administrator