

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/15/2019

Contract/Lease Control #: C20-2870-COR

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: FLORIDA CORRECTIONS ACCREDITATION COMMISSION, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 09/06/2019

Expiration Date: INDEFINITE

Description of Contract/Lease: ACCREDITATION AGREEMENT & SOFTWARE MAINTENANCE

Department: COR

Department Monitor: KISELA

Monitor's Telephone #: 850-689-5690

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

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 349619
Procurement/Contractor/Lessee Name: FCAC Grant Funded: YES ___ NO X
Purpose: Accreditation agreement & software maint
Date/Term: indefinite
Amount: 3900 +
Department: COR
Dept. Monitor Name: Kisela

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 8-28-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: NA Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 8-31-19
Edith Gibson or Karen Donaldson

County Attorney Review

Approved as written: see email attached Date: 8-28-19
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received: _____ Date: _____
Finance Manager or designee

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, August 28, 2019 3:39 PM
To: DeRita Mason
Cc: Karen Donaldson; Lynn Hoshihara
Subject: RE: FCAC Reaccreditation

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: DeRita Mason
Sent: Tuesday, August 20, 2019 11:38 AM
To: Lynn Hoshihara ; Parsons, Kerry
Cc: Karen Donaldson
Subject: FW: FCAC Reaccreditation

Please review the attached. See current contract attached for help in your review.

Thank you,

DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536

DeRita Mason

From: Karen Donaldson
Sent: Saturday, August 31, 2019 4:10 PM
To: DeRita Mason
Subject: RE: FCAC Reaccreditation

DeRita

This is approved by Risk Management. There is no insurance component.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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
Sent: Tuesday, August 20, 2019 10:38 AM
To: Lynn Hoshihara ; 'Parsons, Kerry'
Cc: Karen Donaldson
Subject: FW: FCAC Reaccreditation

Please review the attached. See current contract attached for help in your review.

Thank you,

DeRita



THE FLORIDA CORRECTIONS ACCREDITATION COMMISSION. INC.

ACCREDITATION AGREEMENT

This Agreement is entered into between the **Okaloosa County Corrections**, with principal offices at 1200 East James Lee Boulevard, Crestview, Crestview, 32593, hereafter referred to as the "Applicant", and The Florida Corrections Accreditation Commission, Inc., a Florida not-for-profit corporation, at PO Box 1489, Tallahassee, FL 32302, hereafter referred to as the "FCAC".

The Applicant and the FCAC, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid to the FCAC by the Applicant hereinafter specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein.

WHEREFORE, each party covenants and agrees as follows:

1. PURPOSE

- 1.1. The purpose of this Agreement is to establish the relationship between, and set the responsibilities of, the parties to the Agreement: (a) by measuring the Applicant's compliance with the standards established by the FCAC in order for the FCAC to determine if the Applicant is eligible for accredited status; and, (b) by maintaining compliance with those standards by which they were accredited until the agency is reaccredited.
- 1.2. As it relates to Reaccreditation, the purpose of this Agreement is to maintain the relationships between, and set the continued responsibilities of the parties to this Agreement by the FCAC's assessing the Applicant's continuing compliance with applicable standards established by the FCAC.
- 1.3. The Applicant is responsible for complying with all terms and conditions of this Agreement during the accreditation and reaccreditation process.

2. APPLICANT RESPONSIBILITIES

The Applicant agrees to:

- 2.1. Provide all information reasonably necessary for the FCAC to perform its obligations under this Agreement, so far as the same may be provided in accordance with laws, regulations, and applicable ordinances, using its best and honest judgment in good faith, as requested by the FCAC.

- 2.2. Provide all documents, files, records, and other data as required by the FCAC so far as the same may be provided in accordance with laws of Florida and applicable regulations, and ordinances of the county and locality, or municipality in which the Applicant is located.
- 2.3. Conduct a self-assessment as to the degree of compliance with standards that pertain to agency functions and provide full and accurate results thereof to the FCAC.
- 2.4. Appoint one or more persons to assist the CFA's representatives, hereafter referred to as the "Assessors," provide access to files, records, and personnel and provide a workspace and equipment necessary to conduct the assessment.
- 2.6. In order to be considered for accreditation or reaccreditation, the Applicant must send an agency command level representative to appear for review before the FCAC at the next general meeting following the Applicant's formal assessment. If an agency representative cannot attend the scheduled meeting, the Applicant may request a continuance of the review to the next scheduled general meeting. If a continuance is granted by the FCAC, the Applicant shall appear at the next scheduled meeting. At that meeting:
 - If the Applicant is seeking initial accreditation, the effective date of accreditation (if awarded) will be the date the Applicant's representative appears before the FCAC at a scheduled general meeting.
 - If the Applicant is seeking reaccreditation, the effective date of reaccreditation (if awarded) will be the date of the next general meeting following the Applicant's formal assessment.

Any questions regarding this procedure should be brought to the attention of the Applicant's program manager as soon as practicable.

3. FCAC'S RESPONSIBILITIES

The FCAC agrees to:

- 3.1. Provide necessary documentation, forms and instructions regarding the accreditation and reaccreditation process.
- 3.2. Develop and maintain specific requirements and prescribed standards for accreditation. The applicable standards are posted on the FCAC website www.flaccreditation.org.
- 3.3. Provide Assessors for the purpose of conducting a formal assessment as to the Applicant's compliance with FCAC standards for accreditation.
- 3.4. Promptly analyze all compliance data and advise the Applicant of: (a) any need for additional information; or, (b) the results of the formal assessment.

- 3.5. Measure all compliance data against the FCAC's standards and certify the Applicant as accredited or reaccredited if the relevant standards are met and compliance verified by the Commission.
- 3.6. If the Applicant is accredited or reaccredited, provide: a framed certificate evidencing such accreditation.
- 3.7. Notify the Applicant if the Applicant is not accredited or reaccredited by the FCAC following an examination of compliance with the applicable standards, and provide the Applicant with the reasons for such determination.

4. TIME PERIOD COVERED BY THIS AGREEMENT

- 4.1. This Agreement shall take effect when the Applicant's Sheriff, Chief Executive Officer, or authorized representative and the FCAC's authorized representative sign the Agreement.
- 4.2. The terms and covenants of this Agreement shall terminate in the following circumstances:
 - 4.2.1. Failure by the applicant to schedule an assessment within 24 months of signing this Agreement or failure to become reaccredited thereafter; or except as provided in Section 4.3; or
 - 4.2.2. Upon written notice by the applicant that the Applicant intends to withdraw from the accreditation process; or
 - 4.2.3. Upon termination pursuant to Section 5.2 hereof; or
 - 4.2.4. Upon notification pursuant to Section 12 hereof, that the Applicant cannot maintain compliance with standards set forth by the FCAC; or
 - 4.2.5. Upon failure of the Applicant to pay all fees and costs required by this Agreement relating to the Applicant's accreditation or reaccreditation within the time mandated, except the Agreement may be extended pursuant to Section 4.3; or
 - 4.2.6. Upon expiration or revocation of the Applicant's accredited/reaccredited status.
- 4.3. The Applicant may submit a written request to the FCAC to extend this Agreement in order to comply with the relevant standards for accreditation/reaccreditation. The FCAC, in its discretion, may grant an extension in accordance with the Extension Request Policy. The Commission expects and agency command level representative will attend the Commission meeting to represent the agency.

5. MODIFICATIONS

- 5.1. There shall be no modifications to this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.
- 5.2. The Applicant recognizes and acknowledges it will be necessary for the FCAC to make reasonable modifications and amendments to the Agreement and other related documents, including but not limited to the accreditation standards and procedures thereto and hereby agrees to endorse all modifications and amendments. In the event the Applicant refuses to comply with any modifications or amendments, the FCAC reserves the right to terminate this Agreement after due consideration thereof by giving notice by registered or certified mail, return receipt requested, within 20 days, of such refusal.

6. TIME AND MANNER OF PAYMENT

- 6.1. Payment of fees shall be based upon the fee structure below and must be paid prior to the formal assessment. Such fee structure is for initial accreditation and is based on the rated capacity of the facilities being accredited.

<u>CAPACITY</u>	<u>FEE</u>
0 - 49	\$ 450
50 - 249	\$ 900
250 - 1000	\$ 3,000
1000 +	\$ 3,900

- 6.2. The Applicant shall be responsible for Assessor costs, including travel, lodging, and per diem paid in accordance with Applicant's travel policy. The Applicant shall not be responsible for any overtime or other salary costs associated with Assessors performing duties in connection with this Agreement.
- 6.3. The Applicant agrees any and all fees submitted will be forfeited if the Applicant does schedule an assessment within two years or withdraws from the process before the completion unless an extension is granted pursuant to Section 4.3 above.
- 6.4. After the initial accreditation is awarded, the Applicant will be billed annually for one-third of their reaccreditation fees. The reaccreditation fee, which is not refundable, shall be based upon the fee structure in Section 6.1 of this Agreement. The annual payment does not include formal assessment costs, which will be paid in accordance with Section 6.2 of this Agreement.
- 6.5. The Applicant shall be responsible for a three hundred dollar annual software maintenance fee for use of the FCAC approved accreditation software.

7. THE FCAC AS AN INDEPENDENT CONTRACTOR

In all matters pertaining to this Agreement, the FCAC is acting as an independent contractor, and neither the FCAC, nor any officer, employee, nor agent of the FCAC will be deemed an employee of the Applicant. The selection and designation of the personnel of the FCAC as it relates to performance of its responsibilities under this Agreement shall be made by the FCAC.

8. WARRANTY NOT INTENDED OR IMPLIED

- 8.1. It is understood the FCAC's award of accreditation or reaccreditation does not constitute a warranty, expressed or implied, of total or continued compliance by the Applicant with all applicable standards of accreditation and further, it is not a substitute for the Applicant's ongoing and in depth monitoring and evaluation of its activities and the quality of its services.
- 8.2. The FCAC makes no representations or warranties, expressed or implied, of the benefit of any person or entity with regard to the aspect of the standards contained herein.

9. INTEGRATION

This instrument embodies the whole Agreement of the parties. The parties warrant there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

10. SEVERABILITY

If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

11. CHOICE OF LAW

This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with Florida law.

12. MAINTAINING THE APPLICANT'S ACCREDITED/REACCREDITED STATUS

- 12.1. If the Applicant is awarded accredited or reaccredited status by the FCAC, the Applicant agrees to remain in compliance with those standards under which accreditation or reaccreditation is awarded. New or amended standards are

effective upon approval by the FCAC however, unless specified, agencies have one year to achieve compliance with new or revised standards. Compliance by Applicant with new and amended standards must be demonstrated at their next formal assessment following the approval date. After an award of accreditation or any reaccreditation, the Applicant is required to: (a) file a brief annual report that testifies to its continuing compliance on a form approved by the FCAC; and, (b) promptly notify the FCAC when it cannot maintain compliance with standards under which it was accredited or reaccredited.

- 12.2. If the FCAC determines reasonable grounds exist to believe an agency is not in compliance with the standards under which accreditation was awarded, the FCAC may require an immediate assessment at any time during the Applicant's accreditation period at the expense of the Applicant. If the assessment demonstrates the Applicant is not in compliance with the standards under which it was accredited, the FCAC may take action regarding the Agency's accredited status as the FCAC deems appropriate, up to and including revocation of accreditation.
- 12.3 If the Commission becomes aware of events, circumstances or external criminal justice investigations that cause significant concerns regarding the agency's past, current or future ability to comply with standards, the Commission has the right to defer the agency's assessment or review to a later date selected at the discretion of the Commission.
- 12.5 If such events, circumstances or external criminal justice investigations result in causing substantial doubts of the agencies past, current or future compliance with standards, the Commission has the right to revoke the agency's accreditation.

13. WAIVER

Any waiver by the FCAC of any breach of this Agreement by the Applicant shall relate only to that particular breach and shall not amount to a general waiver.

14. NOTICE

Any notice between parties shall be in writing to the addresses as specified in the preamble to the Agreement or to such other address as either party may specify in writing in accordance with this section.

15. HEADINGS

The headings to this Agreement shall not be deemed part of it and shall not in any way affect its construction.

16. CONSENT TO BE BOUND

- 16.1. The Applicant has read the following document and agrees to and accepts the standards set forth by the Florida Corrections Accreditation Commission, Inc.

- 16.2. The person signing on behalf of the Applicant hereby represents and warrants he/she has the power and the authority to execute this Agreement and to bind the Applicant to all terms and conditions set herein including, but not limited to, the provisions of Section 11.

17. DISPUTE RESOLUTION

All disputes arising under this Accreditation Agreement pertaining to the enforcement, execution, or any other actions, relative to this Agreement or any other standard, rule, or regulation of the FCAC pertaining to the accreditation process and the maintenance of accreditation thereafter that cannot be resolved informally between the FCAC and Applicant shall be resolved through voluntary binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Both parties agree the location of the proceedings will be determined by the party not instituting the request for binding arbitration.

IN WITNESS WHEREOF, the Applicant has caused this Agreement to be executed on this 4th day of September, 2019.

Stephan W. Vaughn
Signature of Chief Executive Officer

Stephan W. Vaughn
Printed Name

DIRECTOR
Title of Chief Executive Officer

Jeffrey A Hyde
Signature of other civil authority if required

Jeffrey A Hyde
Printed Name

Purchasing Manager
Title of other civil authority if required

IN WITNESS WHEREOF, the FCAC has caused this Agreement to be executed its Executive Director, Lori Mizell, on this 6th day of Sept, 2019.

Lori Mizell
Signature of Lori Mizell

Executive Director,
The Florida Corrections Accreditation Commission, Inc.