

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07/01/2019

Contract/Lease Control #: C19-2818-COR

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: THE FLORIDA DEPARTMENT OF CORRECTIONS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 06/12/2019

Expiration Date: 06/11/2024 W/1 5 YR RENEWAL

Description of
Contract/Lease: CANINE TRACKING UNITS

Department: COR

Department Monitor: VAUGHN

Monitor's Telephone #: 850-689-5960

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

Closed:

Cc: Finance Department Contracts & Grants Office

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

Procurement/Contract/Lease Number: <u>TBD</u>		Tracking Number: <u>3389-19</u>	
Procurement/Contractor/Lessee Name: <u>Florida Dept of Correc</u>		Grant Funded: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
Purpose: <u>Memorandum Agent</u>			
Date/Term: <u>5 yrs w/ 5 yr renewal</u>		1. <input checked="" type="checkbox"/> GREATER THAN \$100,000	
Amount: <u>0</u>		2. <input type="checkbox"/> GREATER THAN \$50,000	
Department: <u>PS</u>		3. <input type="checkbox"/> \$50,000 OR LESS	
Dept. Monitor Name: <u>Vaughn</u>			

Purchasing Review	
Procurement or Contract/Lease requirements are met:	
<u>DeRita Mason</u>	Date: <u>5-15-19</u>
Purchasing Manager or designee	Jeff Hyde, DeRita Mason, Victoria Taravella

2CFR Compliance Review (if required)	
Approved as written: <u>no federal \$</u>	
Grant Name: _____	Date: _____
Grants Coordinator	Danielle Garcia

Risk Management Review	
Approved as written: <u>see email attached</u>	
Date: <u>5-15-19</u>	
Risk Manager or designee	Laura Porter or Krystal King

County Attorney Review	
Approved as written: <u>see email attached</u>	
Date: <u>5-15-19</u>	
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: Karen Donaldson
Sent: Wednesday, May 15, 2019 2:50 PM
To: DeRita Mason
Subject: RE: Agreement between OCBCC and State of FL

DeRita

This is approved by risk

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 <dmason@myokaloosa.com>
Sent: Wednesday, May 15, 2019 2:26 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: Agreement between OCBCC and State of FL

Please review and approve the attached.

Thank you,

DeRita

From: Stephanie Pella
Sent: Wednesday, May 15, 2019 2:06 PM
To: DeRita Mason <dmason@myokaloosa.com>; Victoria Taravella <vtaravella@myokaloosa.com>
Subject: Agreement between OCBCC and State of FL

Hi DeRita,

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, May 15, 2019 2:55 PM
To: DeRita Mason
Cc: Lynn Hoshihara; Karen Donaldson
Subject: RE: Agreement between OCBCC and State of FL

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 <dmason@myokaloosa.com>
Sent: Wednesday, May 15, 2019 3:26 PM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: Agreement between OCBCC and State of FL

Please review and approve the attached.

Thank you,

DeRita

From: Stephanie Pella
Sent: Wednesday, May 15, 2019 2:06 PM
To: DeRita Mason <dmason@myokaloosa.com>; Victoria Taravella <vtaravella@myokaloosa.com>
Subject: Agreement between OCBCC and State of FL

Hi DeRita,

Our agreement with FL State DOC, for canine tracking, expired recently. We want to continue to have a memorandum of agreement with them. FL DOC sent me the attached agreement. As you know, the State requires us to sign the agreements first. Can you please send it to Legal and Risk for their review.

Thank you,

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, multiple Department institutions have canine tracking units used for apprehending escaped offenders;

WHEREAS, the Department wishes to render the assistance of the canine tracking units, upon request, to state agencies 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, policy, procedures, and in consideration of the mutual interests and understandings expressed herein, the parties agree as follows:

I. AGREEMENT TERM AND RENEWAL

A. Agreement Term

This Agreement shall begin on the date on which it is signed by both parties, and shall end at midnight five (5) years from the date of execution. 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 for up to an additional five (5) year term, beyond the initial agreement term, in whole or in part, upon written agreement of both parties, and upon the same terms and conditions contained herein. Exercise of the renewal option is at the Department's sole discretion and shall be conditioned, at a minimum, on the Agency's performance of the Agreement. The Department, if it desires to exercise its renewal option, will provide written notice to the Agency no later than 30 calendar days prior to the Agreement expiration date.

**CONTRACT#: C19-2818-COR
THE FLORIDA DEPARTMENT OF CORRECTIONS
CANINE TRACKING UNITS
EXPIRES: 06/11/2024 W/1 5 YR RENEWAL**

II. SCOPE OF AGREEMENT

A. 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, utilizing a team problem-solving approach, to address the issues facing their respective offices.

B. Responsibilities of the Department

1. The Department will provide the assistance of the canine tracking units at Holmes Correctional Institution (HCI), Okaloosa Correctional Institution (OCI), and Santa Rosa Correctional Institution (SRCI) whenever 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. Upon request of the Agency, the Warden, or designee, must approve authorization to provide assistance at the institution where the request for assistance was received.
3. The Warden, or designee, will be responsible for the selection of the canine tracking unit, which will consist of the canine sergeant and two (2) additional correctional officers.
4. In the event that a canine tracking unit is not available from the institution where the request was received, the Warden, or designee, will contact the Central Office Emergency Action Center (EAC) on-call officer/staff for assistance from another canine tracking unit. The on-call officer/staff will determine the closest available canine tracking unit(s) and dispatch them, if necessary. The Agency may request direct assistance through the Department's EAC by calling (850) 922-6867.

C. Responsibilities of the Agency

1. The Agency's Agreement Manager, or designee, listed in Section IV., C., shall request the assistance of a canine tracking unit from one of the institutions in Section IV., B., of this Agreement.
2. The Agency agrees that the supervising authority of the Agency shall provide the Warden, or designee, where the request for assistance was received with 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.

D. Regulations Governing Use

Failure of the Agency, and/or any of its personnel, to comply with the terms of this Agreement may result in suspension of the use of the canine tracking units.

III. FINANCIAL OBLIGATIONS

The parties acknowledge that this Agreement is not intended to create financial obligations between the parties. However, in the event that 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. Department's Agreement Administrator

The Department's Agreement Administrator is responsible for maintaining the official Agreement file, processing any amendments, termination of the Agreement, and maintaining records of all formal correspondence between the parties regarding administration of this Agreement.

The title, address, and telephone number of the Department's Agreement Administrator is:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

B. Department's Agreement Managers

The Wardens have been identified as the Department's Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison regarding issues arising out of this Agreement.

FOR THE DEPARTMENT	FOR HOLMES CORRECTIONAL INSTITUTION
Richard Comerford	Warden
Assistant Deputy Secretary of Institutions	3142 Thomas Drive
501 South Calhoun Street	Bonifay, Florida 32425-0190
Tallahassee, Florida 32399-2500	Telephone: (850) 547-8604
Telephone: (850) 717-3037	Switchboard: (850) 547-8600
Fax: (850) 413-8184	Fax: (850) 547-0522
Email:	Email:
Richard.Comerford@fdc.myflorida.com	HolmesCI.WardenOffice@fdc.myflorida.com

FOR OKALOOSA CORRECTIONAL INSTITUTION	FOR SANTA ROSA CORRECTIONAL INSTITUTION
Warden	Warden
3189 Colonel Greg Malloy Road	5850 East Milton Road
Crestview, Florida 32539-6708	Milton, Florida 32583-7014
Telephone: (850) 643-4011	Telephone: (850) 981-5200
Switchboard: (850) 682-0931	Switchboard: (850) 981-5199
Fax: (850) 689-7803	Fax: (850) 983-5907
Email:	Email:
OkaloosaCI.WardenOffice@fdc.myflorida.com	SantaRosaCI.WardenOffice@fdc.myflorida.com

C. Agency's Agreement Manager

The parties have identified the following individual as the Agency's Agreement Manager. This individual is responsible for enforcing the performance of the Agreement's terms and conditions and shall serve as the Agency's Agreement Manager regarding issues arising out of this Agreement.

FOR OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
Charles K. Windes, Jr.
Chairman
302 N. Wilson Street
Crestview, Florida 32536
Telephone: (850) 689-5030
Fax: (850) 689-5092
Email: spella@myokaloosa.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 to agree by either party.

After execution of this Agreement, modifications to the provisions contained herein, with the exception of Section IV., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal written amendment to the Agreement. Any changes in the information contained in Section IV., AGREEMENT MANAGEMENT, will 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' notice. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained.

In addition, this Agreement may be terminated with 24 hours' notice by the Department for any failure of the Agency 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, Florida Statutes (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 is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as 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 maintains confidentiality with reference to individual participants 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 said Department.

D. Disputes

Any dispute concerning performance of the terms of 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 Department's Deputy Secretary of Institutions. The Department's Deputy Secretary of Institutions shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, the Department's Agreement Managers, and the Department's Agreement Administrator.

E. 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.

F. Prison Rape Elimination Act (PREA)

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

G. 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.

H. Insurance

The Agency agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Agreement. This shall include, but is not limited to, worker's compensation and general liability coverage. The Agency accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Agency and the Department under this Agreement. Upon the execution of this Agreement, the Agency shall furnish the Agreement Manager written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

The Agency shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, F.S.

I. Employee Status

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the Department and Agency are independent contractors under this Agreement and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The parties shall each retain sole and absolute discretion in the judgment of the manner and means of carrying out their activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of each individual party. Services provided by each party pursuant to this Agreement shall be subject to the supervision of such party. In providing such services, neither party nor its agents shall act as officers, employees, or agents of the other party. The parties agree that they are separate and independent enterprises, and that each has the ability to pursue other opportunities.

This Agreement shall not be construed as creating any joint employment relationship between the Parties and neither party will be liable for any obligation incurred by the other party, including, but not limited to, unpaid minimum wages and/or overtime premiums.

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, strikes, or labor disputes.

K. Americans with Disabilities Act

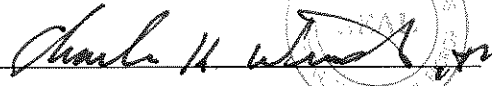
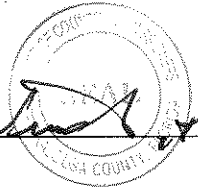
The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole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

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: Charles K. Windes, Jr.

TITLE: Chairman

DATE: JUN 04 2019

FEIN: _____

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED
BY:

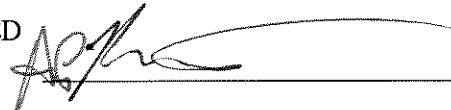


NAME: Kasey B. Faulk

TITLE: Chief, Bureau of Procurement

DATE: 6/12/19

SIGNED
BY:



NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: 6/11/19