

MEMORANDUM OF AGREEMENT

BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

PALM BEACH COUNTY

This Memorandum of Agreement ("Agreement") is between the Florida Department of Corrections ("Department") and Palm Beach County ("Agency"), which are the parties hereto.

WITNESSETH

WHEREAS, the Department and the Agency are committed to helping inmates, post-release inmates, offenders, and ex-offenders successfully transition back into their communities, as part of an effort to build a life in the community for everyone;

WHEREAS, for many years both government agencies and community-based organizations have provided programs and services to inmates and offenders, under the Department's supervision, along with post-release inmates and ex-offenders, as they return to their communities. The services provided by these groups are a valuable supplement to existing programs provided by the Department; and

WHEREAS, the Department encourages such partnerships as a means to expand the availability of community resources to a greater number of inmates, post-release inmates, ex-offenders, and offenders, in order to assist with their successful post-release transition.

NOW THEREFORE, subject to controlling law, rules, regulations, or to other governing policies and/or 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 March 2, 2019, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on March 1, 2024. 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 period 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.

Attachment # 1
Page 1 of 9

II. SCOPE OF AGREEMENT

A. Responsibilities of the Department

The Department will perform the following duties in support of this Agreement:

1. Provide the Agency's staff access to inmates and/or offenders, under the Department's supervision, at any of the Department's institutions/facilities, for the purpose of program familiarization and recruitment.
2. Provide pertinent release information about inmates and/or offenders to the Agency that would assist in assessing the individual's needs, including but not limited to, housing, employment, and education.
3. Provide updated data to the Agency listing the names and release dates of inmates and/or offenders, who will be returning to or residing in Palm Beach County.

B. Responsibilities of the Agency

The Agency shall perform the following duties in support of this Agreement:

1. Adhere to any and all relevant security guidelines and to Department Procedure 602.016, "Entering and Existing Department of Corrections Institutions."
2. Recruit inmates and/or offenders who are planning to return to or residing in Palm Beach County for reentry services that are offered by the County and its partners.
3. Assist post-release inmates, offenders, and ex-offenders returning to or residing in Palm Beach County, in satisfying all required criminal registration requirements.
4. Utilize on-site representatives, of various service providers, to begin an assessment process and provide community resource information to post-release inmates and ex-offenders.
5. Provide case management to post-release inmates and ex-offenders who are released to or residing in Palm Beach County and choose to participate in the reentry services made available.
6. Provide data to the Department about post-release inmates and ex-offenders returning to or residing in Palm Beach County that received services under this Agreement. Data should be organized by individual post-release inmate and ex-offender which includes, but is not limited to, type of services offered, referrals provided, and follow-up information.
7. Coordinate with the Department, through bi-annual meetings, to evaluate the program and assess the effectiveness of the implementation of the reentry services.
8. The Agency will perform services under this Agreement at institutional sites, the Agency's staff shall be screened and/or tested for tuberculosis (TB) annually, as required by Department Procedure 401.015, "Employee Tuberculosis Screening and Control Program."

- 9. Be responsible for obtaining the TB screening/testing, upon application.
- 10. Bear all costs associated with the TB testing/screening. TB testing/screening results shall be provided to the institutional Senior Registered Nurse Supervisor, annually.
- 11. Participate, as requested, in any Department meetings related to the services provided by the Agency, under this Agreement.

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. Agreement Managers

The parties have identified the following individuals as 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

William Brewer
State Community Transition Administrator
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3067
Fax: (850) 487-0906
Email: William.Brewer@fdc.myflorida.com

FOR PALM BEACH COUNTY

Nicole Bishop
Director of Justice Services & Victim Services
205 North Dixie Hwy, Suite 5.1100
West Palm Beach, Florida 33401
Telephone: (561) 355-1723
Email: NBishop@pbcgov.org

C. Agreement Management Changes

After execution of this 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.

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. Background Checks

The Agency's staff assigned to this Agreement and any other person performing services pursuant thereto, shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime

Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Agreement period. The Department has full discretion to require the Agency to disqualify, prevent, or remove any staff from any work under the Agreement. The use of criminal history records and information derived from such records checks are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Agency. The Department shall not confirm to the Agency the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Agency shall provide, to the institution(s) at which the program is offered, prior to the performance of any services under this Agreement.

When providing services within a correctional setting, the Agency shall obtain a Level II background screening (which includes fingerprinting to be submitted to the Federal Bureau of Investigation (FBI)), and results must be submitted to the Department prior to any current or new Agency-staff being hired or assigned to work under the Agreement. The Agency shall bear all costs associated with this background screening. The Agency shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

D. 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 the Department.

E. 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 Director of Division of Development: Improvement and Readiness. The Department's Director of Division of Development: Improvement and Readiness shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, the Department's Agreement Manager, and the Department's Agreement Administrator.

F. Data Sharing

The Department and the Agency acknowledge their separate obligations to store and disseminate data in compliance with the requirements of Public Records Law, Chapter 119, F.S., and with other applicable statutes that constitute express exceptions to the requirements of Section 119.07(1), F.S., by making certain categories of records confidential, exempt from disclosure, or accessible as prescribed by statute. The Agency acknowledges that the data exchanged between them has been provided for official purposes and that public access to such data is limited and prescribed by statute. The Agency therefore agrees, consistent with

public records law, to refer third parties requesting delivery of information to the originating party. The Agency further agrees to disseminate data only in compliance with confidentiality restrictions and in recognition of the exemptions from disclosure provided by law and to provide advance copies of documents involving the other party's data for review to determine if there has been an inadvertent disclosure of confidential information as described herein prior to publication.

G. 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.

H. 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.

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. Institutional Security

In carrying out the provisions of this Agreement, the Agency must comply with all security procedures for vendors doing business in Department's facilities as contained in Department Procedure 602.016, "Entering and Exiting Department of Corrections Institutions", and the Security Requirements for Contractors (FDC Form #DC6-264), attached hereto and herein referred to as **Attachment A**.

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:
PALM BEACH COUNTY

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____
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: _____

SIGNED
BY: _____
NAME: Kenneth S. Steely
TITLE: General Counsel
DATE: _____

Firm Representing: _____

Name of the Employee/Vendor: _____
(Print)

**DEPARTMENT OF CORRECTIONS
SECURITY REQUIREMENTS FOR CONTRACTORS**

- (1) Per Section 944.47, Florida Statutes (F.S.) it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send any of the following items, which are considered contraband, unless authorized by the officer-in-charge of the correctional institution.
- Any written or recorded communication to any inmate of any state correctional institution.
 - Any currency or coin given or transmitted, or intended to be given or transmitted to any inmate of any state correctional institution.
 - Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
 - Any intoxicating beverage or beverage which causes, or may cause, an intoxicating effect.
 - Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating, or depressing effect.
 - Any firearm or weapon of any kind or any explosive substance, including any weapons left in vehicles on the grounds of a state correctional institution.

A person, who violates any provision of Section 944.47, F.S., as it pertains to an article of contraband, is guilty of a felony.

- (2) Do not leave keys in the ignition of motor vehicles. All vehicles must be locked and windows rolled up when parked on state property. Wheel locking devices may also be required.
- (3) All keys must be kept in pockets at all times.
- (4) Confirm with the Institutional Warden where construction vehicles should be parked.
- (5) Obtain formal identification (driver's license or non-driver's license identification obtained from the Florida Department of Highway Safety and Motor Vehicles or equivalent agency in another state), that must be presented each time Contractor staff enter or depart the Institution and as requested by Department staff.
- (6) Absolutely no transactions between Contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- (7) No communication with inmates, verbal or otherwise, is permitted without the authorization of the Institution's Officer-in-Charge (OIC).
- (8) Strict tool control will be enforced at all times. Tools within the Correctional Institution are classified as AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire in a rapid and effective manner. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and

accounted for at all times. At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by the Department's security staff. The Contractor must maintain two copies of the correct inventory with each tool box, one copy will be used and retained by the Department's security staff, who will search and ensure a proper inventory of tools each time the tool box is brought into the Institution, the other copy will remain with the tool box at all times. Tools should be kept to a minimum (only those tools necessary to complete the job). All lost tools must be reported to the Institution's Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.

- (9) Approval must be obtained from the Institution's Chief of Security prior to bringing any powder-activated tools into the Institution. Strict accountability of all powder loads and spent cartridges must be maintained at all times.
- (10) All persons and deliveries to be on Department property will enter and exit by only one designated route, to be determined by the Department, and subject to security checks at any time. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the Contractor should minimize the number of deliveries.
- (11) Establish materials storage and working areas with the Institution's Warden and/or Chief of Security.
- (12) Control end-of-day construction materials and debris. Construction materials and debris can be used by inmates as weapons or as a means of escape. Construction material will be stored in locations agreed to by Department security staff and debris will be removed or moved to a designated location. Contractor should arrange for the Department's security staff to inspect the project area before construction personnel leave. This will aid the Contractor in assuring that necessary security measures are taken.
- (13) Coordinate with the Institution's Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Institutional approval is required **prior** to shutting down any existing utility system. The Contractor should arrange for alternative service, if required, and expeditious re-establishment of the shutdown system.
- (14) All Contractor staff and equipment will maintain a minimum distance of 100 feet from all perimeter fencing, unless expressly authorized by the Institution's Warden.
- (15) For security purposes, a background check will be made upon all Contractor staff that provide services on the project. **The Department, represented by the Institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.**

Signature of Employee/Vendor

Date

Signature of Staff Witness