

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	* =====	=====	=====	=====	=====

ADDITIONAL FTE POSITIONS (Cumulative) _____ 0 _____ 0 _____ 0 _____ 0 _____ 0

Is Item Included In Current Budget? Yes _____ No _____
 Does this item include the use of federal funds? Yes _____ No _____
 Budget Account Exp No: Fund _____ Department _____ Unit _____ Object _____
 Rev No: Fund _____ Department _____ Unit _____ RevSc _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Grant: _____
 Fund: _____
 Unit: _____

*The fiscal impact is indeterminable. This first amendment is not intended to create financial obligations between the County and DOC. 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 will be responsible for their own costs.

C. Departmental Fiscal Review: (NC) [Signature] 10/24/19

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

<p><u>[Signature]</u> 10/24/19 OFMB DC 10/23 10/24</p>	<p><u>[Signature]</u> Contract Administration 10/25/19 TW</p>
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B. Legal Sufficiency:

 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.



FLORIDA
DEPARTMENT of
CORRECTIONS

Governor
RON DESANTIS
Secretary
MARK S. INCH

501 South Calhoun Street, Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

Memorandum

To: Executive Staff
From: Mark S. Inch, Secretary
Date: January 22, 2019
Re: Delegation of Signature Authority – Contracts, Agreements, Leases & Amendments

I hereby delegate my signature authority to sign on my behalf, all contracts, agreements, leases and amendments thereto, to the below specified Department employees:

Authority over \$1,000,000 and up to \$5,000,000:

Kasey Faulk, Chief of Procurement

Authority limited to dollar amounts less than or equal to \$1,000,000:

Kasey Faulk, Chief of Procurement

A handwritten signature in black ink, appearing to read "Mark S. Inch", is written over a horizontal line.

Mark S. Inch
Secretary

MEMORANDUM OF AGREEMENT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

This is an Amendment to the Memorandum of Agreement (“Agreement”) between the Florida Department of Corrections (“Department”) and the Palm Beach County Board of County Commissioners (“County”) to provide advocacy services for incarcerated victims of sexual assault.

This Amendment:

- Renews the Agreement for three (3) years, pursuant to Section I., TERM OF AGREEMENT, and revises Section I., TERM OF AGREEMENT. The Department is exercising its final renewal option;
- Revises Section IV., A., Department’s Agreement Administrator;
- Revises Section IV., B., Agreement Managers, second paragraph;
- Revises Section VII., E., Disputes;
- Adds Section VII., P., Americans with Disabilities Act; and
- Replaces Attachment A, SECURITY REQUIREMENTS FOR CONTRACTORS.

Original Agreement Term: January 10, 2017 through January 9, 2020

In accordance with Section V., REVIEW AND MODIFICATION, the following changes are hereby made:

1. Section I., TERM OF AGREEMENT, is hereby revised to read:

I. TERM OF AGREEMENT

This Agreement began on January 10, 2017, and shall end at midnight on January 9, 2023.

2. Section IV., A., Department’s Agreement Administrator, is hereby revised to read:

IV. 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

3. Section IV., B., Agreement Managers, second paragraph, is hereby revised to read:

IV. B. Agreement Managers

FOR THE DEPARTMENT

Judy Cardinez-Harris, Operations Manager
Office of Institutions
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3252
Fax: (850) 413-8184
Email: Judy.Cardinez@fdc.myflorida.com

FOR THE COUNTY

Carol Messam-Gordon
Program Coordinator
4210 North Australian Avenue
West Palm Beach, Florida 33407
Telephone: (561) 625-2568
Fax: (561) 845-4424
Email: CMESSAMG@pbcgov.org

4. Section VII., E., Disputes, is hereby deleted and replaced with the following:

VII. 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 by the Department's Agreement Manager to the Department's Assistant Deputy Secretary of Institutions. The Department's Assistant Deputy Secretary of Institutions shall decide the dispute, reduce the decision to writing, and deliver a copy to the County, the Department's Agreement Manager, and the Department's Agreement Administrator. Notwithstanding Section VI., TERMINATION, if the decision is not acceptable to the County, then the County may terminate the Agreement immediately effective upon written notice to the Department.

5. Section VII., P., Americans with Disabilities Act, is hereby added:

VII. P. Americans with Disabilities Act

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

6. Attachment A, **SECURITY REQUIREMENTS FOR CONTRACTORS**, is hereby replaced in its entirety. The updated version is attached hereto as Attachment A-1.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

All other terms and conditions of the original Agreement remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

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

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY, by and through its
Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Date: _____

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: *[Signature]*
Department Director

FEIN: 596000785

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED BY: *[Signature]*

SIGNED BY: *[Signature]*

NAME: Kasey B. Faulk

NAME: Kenneth S. Steely

TITLE: Chief, Bureau of Procurement

TITLE: General Counsel

DATE: 8/26/19

DATE: 8/23/19

Firm Representing: _____

Name of the Employee/Vendor: _____
(Print)

**FLORIDA 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