

MEMORANDUM OF AGREEMENT

BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

THE CITY OF NORTH PORT, FLORIDA

This Memorandum of Agreement (“Agreement”) is between the Florida Department of Corrections (“Department”) and the City of North Port, Florida (“Agency”), located in Sarasota County, Florida, which are the parties hereto.

WITNESSETH

WHEREAS, the Department is responsible for the inmates and for the operation of, and supervisory and protective care, custody, and control of, all buildings, grounds, property, and matters connected with the correctional system in accordance with Section 945.04, Florida Statutes (F.S.);

WHEREAS, the Department and the Agency are governmental offices entering into this Agreement in Region 3, Circuit 12;

WHEREAS, the diverse responsibilities and services provided by the Department and the Agency are integral to the administration of criminal justice and offender reentry in Sarasota County, Florida;

WHEREAS, the Department and the Agency recognize that providing offenders with reentry assistance, as appropriate, is an anti-crime measure that reduces victimization, recidivism, and state spending on corrections;

WHEREAS, the Department and the Agency agree that offenders face many challenges to successful reentry, and can have difficulty identifying support services available in their community prior to release;

WHEREAS, the Department and the Agency share the common goal of promoting public safety for the citizens of Sarasota County, Florida, by reducing crime and recidivism by offenders under community supervision in the county through the efficient administration of policing and correctional services;

WHEREAS, the Department and the Agency recognize that the effective performance of their respective duties and the quality of the administration of this Agreement are dependent upon the efficient interaction of their offices and the mutual exchange of information and records; and

WHEREAS, the Department and the Agency recognize that a team problem-solving approach will more effectively address the issues facing their respective offices and that each could benefit from the other due to the variety of their collective perspectives, experiences, and available resources.

NOW THEREFORE, subject to controlling law, rules, regulations, or to other governing policies and procedures, and in consideration of the mutual promises expressed herein, the parties agree as follows:

I. AGREEMENT TERM AND RENEWAL

A. Agreement Term

This Agreement shall begin on June 30, 2023, or the date it is signed by both parties, whichever is later, and shall end at midnight on on June 29, 2028. 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, in whole or in part, for up to an additional five (5) years beyond the initial term, or portions thereof, upon written agreement of both parties, and upon the same terms and conditions contained herein. Exercise of a renewal option shall be conditioned, at minimum, upon the Agency's performance of the Agreement. The Department, if it desires to exercise the renewal option, will provide written notice to the Agency no later than 30 calendar days prior to the Agreement's expiration date.

II. SCOPE OF AGREEMENT

A. Overview

The parties agree to work together to improve the administration of criminal justice and reentry services in Sarasota County, Florida, by:

1. Improving the efficiency of the interaction of their offices;
2. Facilitating the exchange of information and records between the parties collected and maintained by each; and
3. Wherever pertinent, utilizing a team problem-solving approach to address the issues facing their respective offices and the criminal justice system.

Each party will retain responsibility for its personnel, and its fiscal and general administrative services utilized in support of this Agreement.

The parties agree to support and participate in this Agreement and its endeavors, objectives, and goals, which are directed only towards offenders under the supervision of the Department.

B. Responsibilities of the Department

The Department agrees, as resources allow, to perform the following duties in support of this Agreement:

1. Dedicate certain officers and resources to identify dangerous at-risk offenders under supervision;
2. Exchange with the Agency the following current information on absconders and offenders under the Department's supervision: addresses, offenses, conditions of supervision, and criminal histories;

3. Make initial contact with supervised offenders unless the situation dictates a warrantless arrest where the probation officer needs assistance from the Agency's officers, or other law enforcement agency officers, in arresting and transporting the offender to the county jail;
4. Compile and disseminate to Agreement participants pertinent reports on the status of targeted offenders;
5. Participate in Agency ride-alongs, to familiarize the Agency with the whereabouts, descriptions, and conditions of supervision of its community control offenders, sexual predators, sexual offenders, and high-risk offenders and to ensure that all violations are communicated to the supervising officers for notification to the applicable sentencing authority. All Department officers who volunteer for Agency ride-alongs must have received current mandatory use-of-force training, in accordance with Department Procedure 302.313 "Use of Force in Community Corrections." Probation officers with less than six (6) months' experience will be accompanied by a supervisor, senior officer, or specialist;
6. Provide violation warrants, or a probable cause affidavit, to the Agency to conduct a warrantless arrest to expedite the arrest process for an active warrant and assist the Agency, as necessary, in serving those warrants;
7. Conduct administrative searches, in accordance with Department Procedure 302.311 "Plain View Observations, Walk Through Visual Inspections, Searches, and Warrantless Arrests," to ensure that offenders are in compliance with their terms of supervision; and
8. Provide briefings to Agency's officers, in accordance with Rule 33-302.105, Florida Administrative Code (F.A.C.), and with Department Procedure 302.311 "Plain View Observations, Walk Through Visual Inspections, Searches, and Warrantless Arrests," on participation in warrantless arrests.
9. The Department will not participate in law enforcement activities where no Department offender is involved.

C. Responsibilities of the Agency

The Agency agrees, at its sole discretion and as resources allow, to perform the following duties in support of this Agreement:

1. Exchange with the Department current information and documentation on absconders and offenders under the supervision of the Department;
2. Assist probation officers on field visits to offender residences and places of employment, as necessary, to execute a warrant or warrantless arrest;
3. Assist probation officers in serving violation of supervision and absconder warrants.
4. Provide safety for probation officers, while they conduct administrative searches to ensure the offender's compliance with the terms of supervision, by controlling the offender, family members, or others present during the search, and may transport the offender to the county jail if warranted;

5. Assist in identifying, receipting, and securing any property seized during a search conducted by the Department;
6. Advise the Department of any violations of supervision that an offender commits in the presence of the Agency's officer(s), and may conduct a warrantless arrest upon confirmation with the Department that a violation has occurred;
7. Assist the Department in transporting and arresting absconders or offenders within the jurisdiction of Sarasota County, Florida, or as otherwise permitted by law if the offender is found to violate supervision;
8. Conduct surveillance on high-risk offenders, as permitted by law, to locate an offender to conduct an arrest;
9. Provide the opportunity for Department officers to participate in Agency ride-alongs, to become familiar with the whereabouts, descriptions, and specified conditions of supervision of community control offenders, sexual predators, sexual offenders, and high-risk offenders, to ensure that all violations are communicated to the assigned supervising officer(s) for notification to the appropriate sentencing authority; and
10. Assist the Department's officers with monitoring the offender's compliance with supervision sanctions, by conducting a warrantless arrest if an offender is observed violating the terms or conditions of supervision in the community.

D. Joint Responsibilities

The parties mutually agree, as resources allow, to perform the following duties in support of this Agreement:

1. To further enhance public safety, each party agrees to commit its available resources to apprehend probationers, parolees, conditional releasees, and any other offenders under the supervision of the Department who have violated supervision terms established by the applicable sentencing authority.
2. Because a successful reentry strategy provides safer Florida communities, each party agrees that its available resources must be coordinated to provide offenders and ex-offenders the skills and support systems needed to successfully reintegrate into their communities.
3. Each party agrees to provide a designee to attend and serve as its representative at Agreement meetings, and meetings will be regularly held to discuss issues and methods to better achieve the goals of the Agreement.
4. The parties agree to exchange information as to their respective duties, responsibilities, and roles within the criminal justice system and offender reentry, their required interaction with, and reliance on, the other party, and their goals and objectives to maximize the use of resources and personnel to ensure successful offender reentry.
5. The parties agree to the extent allowable by law, rule, or regulation, to provide an immediate exchange of information regarding offenders, including suspected violations of supervision.

6. To maximize the use of resources and personnel, the parties agree to identify common, shared, or related duties, responsibilities, and goals and to coordinate the delivery of services to eliminate duplicity of effort and unnecessary cost.
7. The parties agree to discuss and establish Agreement-related policies and procedures for sharing or pooling resources and equipment to assist in improving the delivery and quality of their services.
8. The parties agree to review Agreement-related policies and procedures for communicating the initiatives and directives of the Agreement to their respective personnel for action and implementation.
9. The parties agree to discuss, formulate, and implement plans to educate the public about the duties and responsibilities of their respective offices.

III. FINANCIAL OBLIGATIONS

The parties acknowledge that this Agreement does not create financial obligations between the parties. If 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 Agreement Administrator is responsible for maintaining the official Agreement file, drafting and processing all amendments, terminating 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 Agreement Administrator are:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-9773

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 liaisons between each party and the other.

FOR THE DEPARTMENT

Stephanie Ditroia
Circuit Administrator, Circuit 12
1870 17th Street
Sarasota, FL 34234
Telephone: (941) 554-5921
Email: sarasota.cir@fdc.myflorida.com

FOR THE AGENCY

Todd R. Garrison, Chief of Police
City of North Port, Florida
4980 City Hall Boulevard
North Port, FL 34286
Telephone: (941) 429-7300
Email: tgarrison@northportpdf.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 for either party to agree to amend the Agreement terms.

Upon execution of this Agreement, with the exception of changes to Section IV. AGREEMENT MANAGEMENT, modifications shall be valid only through execution of a formal written amendment to the Agreement. Any changes to the information contained in Section IV. AGREEMENT MANAGEMENT, may 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' written 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' written notice by the Department or the Agency for any failure of either party 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, 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 serves as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein constitutes 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 maintain 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.

D. Independent Contractor Status

The Agency shall be an independent contractor in the performance of its duties and responsibilities under this Agreement. The Department will neither have nor exercise any control or direction over the methods by which the Agency shall perform its work and functions other than as provided herein. This Agreement does not constitute a partnership or a joint venture between the parties.

E. Disputes

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Manager(s) and/or the City Manager for the Agency. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Assistant Secretary of Community Corrections. The Assistant Secretary of Community Corrections shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, the Agreement Manager, and the Agreement Administrator.

F. 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.

G. Prison Rape Elimination Act

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

H. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum, or exhibit attached hereto, nor term, provision, or clause contained therein, shall be construed as being for the benefit of or providing a benefit to, any party not a signatory hereto.

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. 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, pandemics, 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.

L. Cooperation with the Florida Senate and the Florida House of Representatives

In accordance with Section 287.058(7) F.S., the Agency agrees to disclose any requested information, relevant to the performance of this Agreement, to members or staff of the Florida Senate or the Florida House of Representatives, as required by the Florida Legislature. The Agency is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

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

AGENCY:
CITY OF NORTH PORT, FLORIDA

ATTEST

SIGNED
BY: _____

NAME: Barbara Langdon

TITLE: Mayor, City of North Port

DATE: _____

FEID# 59-6072227

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

AMBER L. SLAYTON, B.C.S.
CITY ATTORNEY

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED
BY: _____

NAME: J. Olyn Long

TITLE: Procurement Director

DATE: _____

SIGNED
BY: _____

NAME: Dorothy M. Burnsed

TITLE: Deputy General Counsel

DATE: _____