

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 and the Agency are governmental offices that will comprise a community partnership (“partnership”) in Region 3, Circuit 12; and

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; and

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

WHEREAS, the Department and the Agency agree that offenders face many challenges to successful reentry, that most offenders have limited skills and community contact and are unable to identify support services available in their community prior to release; and

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; and

WHEREAS, the Department and the Agency recognize that the effective performance of their respective duties and the quality of the administration of the partnership established by 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/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 June 30, 2018, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on June 29, 2023. 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.

II. **SCOPE OF AGREEMENT**

A. Overview

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

1. Improving the efficiency of the interaction of their offices; and
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/or general administrative services utilized in support of this Agreement.

The parties agree to support and participate in this partnership 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 to perform the following duties in support of this Agreement:

1. The Department will dedicate certain officers and resources for the purposes of identifying dangerous at-risk offenders under supervision.
2. The Department will exchange with the Agency the following current information on absconders and offenders under the Department's supervision: names, DC numbers, addresses, offenses, conditions of supervision, and criminal histories.
3. The Department will 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's officers, in transporting the offender to the county jail.
4. The Department will compile and disseminate to partnership participants relevant reports on the status of targeted offenders.
5. The Department will participate in Ride-Alongs, in order 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, to ensure that all violations are communicated to the supervising officers for notification to the applicable sentencing authority. All Department officers who volunteer for 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) month's experience will be accompanied by a supervisor, senior officer, or specialist.

6. The Department will 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. The Department will 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.
8. The Department will provide briefings to Agency's officers, in accordance 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 a non-Department offender is involved.

C. Responsibilities of the Agency

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

1. The Agency may exchange with the Department current information and documentation on absconders and offenders under the supervision of the Department.
2. The Agency may assist probation officers on field visits to offender residences and places of employment, as necessary, to execute a warrant or warrantless arrest.
3. The Agency may assist probation officers in serving violation of supervision and absconder warrants.
4. The Agency may 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. The Agency may provide assistance in identifying, receipting, and securing of any property seized during a search conducted by the Department.
6. The Agency may 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. The Agency may assist the Department in transporting and/or arresting absconders or offenders within the jurisdiction of Sarasota County, Florida or as otherwise permitted by law, if the offender is found to be in violation of supervision.

8. The Agency may conduct surveillance on high-risk offenders, as permitted by law, for the purpose of locating an offender to conduct an arrest.
9. The Agency may provide the opportunity for participating in Ride-Alongs, in order 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.
10. The Agency's officers may assist Department officers with monitoring 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

1. To further enhance public safety, each party agrees to commit its available resources to the partnership 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 also be coordinated to provide offenders and ex-offenders the skills and support systems needed to successfully reintegrate into their communities.
3. Each party recognizes that some of the most urgent issues to address for successful reentry of inmates and offenders are housing (temporary and permanent), employment opportunities/job placement, life skills/lifestyle, interest and habits, educational/vocational training, counseling (family, anger management, parenting), mentoring, cognitive behavioral classes, transportation, substance abuse treatment, and mental health treatment/co-occurring disorders.
4. Each party agrees to provide a designee to attend and serve as its representative at partnership meetings, and further agrees that such meetings will be regularly held to discuss issues and methods to better achieve the goals of the partnership.
5. 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 in order to maximize the use of resources and personnel to ensure successful offender reentry.
6. The parties agree to the extent allowable by law, rule, or regulation, to provide immediate exchange of information regarding offenders, including suspected violations of supervision.
7. In order 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.
8. The parties agree to discuss and establish partnership policies and procedures for the sharing or pooling of resources and equipment to assist in improving the delivery and quality of their services.

- 9. The parties agree to review partnership procedures for communicating the initiatives and directives of the partnership to their respective personnel for action and implementation.
- 10. 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 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

Stephanie DiTroia
Circuit Administrator, Circuit 12
1870 17th Street
Sarasota, Florida 34237
Telephone: (941) 361-6330
Fax: (941) 373-7083
Email: Stephanie.DiTroia@fdc.myflorida.com

**FOR THE CITY OF NORTH PORT,
FLORIDA**

Chief of Police
4980 City Hall Boulevard
North Port, Florida 34286
Telephone: (941) 429-7300
Fax: (941) 429-7389

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 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, 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. Independent Contractor Status

The Agency shall be considered an independent Contractor in the performance of its duties and responsibilities under this Agreement. The Department shall 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. Nothing in this Agreement is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

D. 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.

E. 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.

F. 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.

G. Americans with Disabilities Act

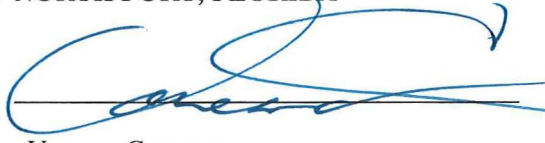
The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole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

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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**

SIGNED
BY:



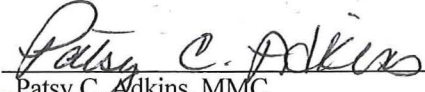
NAME: Vanessa Carusone

TITLE: Mayor, City of North Port


DATE: 4/10/18

FEIN: 59-6072227

Attest:


Patsy C. Adkins, MMC
City Clerk

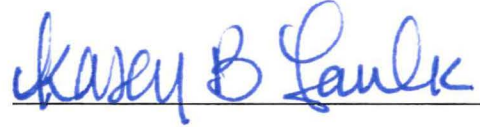
Approved as to Form and Correctness:


Amber L. Slayton
City Attorney

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: 4/27/18

SIGNED
BY: GEW



NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: 4/24/18