

MEMORANDUM

Agenda Item No. 8(I)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: March 2, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the terms of and authorizing the County Mayor to execute Memoranda of Agreement ("Agreements") between the Florida Department of Corrections and Miami-Dade County, by and through the Miami-Dade Police Department, for the purpose of providing support to the Florida Department of Corrections during an actual or anticipated emergency or escape from certain Florida Department of Corrections facilities located within Miami-Dade County, for a five-year term expiring on March 31, 2026, with one option to renew for another five year term; authorizing the County Mayor to execute other Agreements with the Florida Department of Corrections for said purpose at other institutions located within Miami-Dade County, for no more than two five-year terms; and authorizing the County Mayor to exercise termination and renewal provisions contained therein and to execute modifications, provided that such modifications do not alter the term or purpose of the Agreements

Resolution No. R-162-21

The accompanying resolution was prepared by the Miami-Dade Police Department and placed on the agenda at the request of Prime Sponsor Commissioner Joe A. Martinez and Co-Sponsor Commissioner Sally A. Heyman.



Geri Bonzon-Keenan
County Attorney

GBK/smm

Memorandum



Date: March 2, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Approving the Terms and Authorizing the Execution of Memoranda of Agreement Between the Florida Department of Corrections and Miami-Dade County

Recommendation

It is recommended that the Miami-Dade Board of County Commissioners (Board) approve the attached resolution, approving the terms of and authorizing the County Mayor or County Mayor's designee to execute Memoranda of Agreement (MOA), between the Florida Department of Corrections (FDC), and Miami-Dade County (County), by and through the Miami-Dade Police Department (MDPD), for the purpose of MDPD providing support to the FDC during an actual or anticipated emergency or escape from the South Florida Reception Center or the Dade Correctional Institution, FDC facilities located within the County. The MOAs will be effective from April 1, 2020 through March 31, 2026, unless terminated or renewed. The MOAs contain a five-year renewal provision, that if exercised would extend the terms of the MOAs through March 31, 2031. It is also recommended that the Board authorize the County Mayor or County Mayor's designee to execute other MOAs with the FDC for said purpose at other FDC facilities located within Miami-Dade County, for no more than two five-year terms. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to exercise termination and renewal provisions contained therein and to execute modifications, provided that such modifications do not alter the term or purpose of the agreements.

Scope

The impact of the MOAs is Countywide.

Delegation of Authority

The County Mayor or County Mayor's designee, through MDPD, is authorized to execute MOAs between the FDC and the County for support during an actual or anticipated emergency or escape from the South Florida Reception Center or the Dade Correctional Institution. The County Mayor or County Mayor's designee is further authorized to exercise the termination and renewal provisions contained therein, and to execute amendments, provided that such amendments do not alter the term or purpose of the MOAs to provide support to the FDC during an actual or anticipated emergency or escape from an FDC facility located within the County. The County Mayor or County Mayor's designee is also authorized to execute other MOAs with the FDC for other FDC facilities within Miami-Dade County, for no more than two five-year terms.

Fiscal Impact/Funding Source

There is no fiscal impact to the County.

Track Record/Monitor

In order to ensure compliance, Director Alfredo Ramirez III, of the MDPD, will track and monitor the terms of the MOAs. However, it may be necessary to assign additional MDPD Command Staff to ensure the MDPD provides the necessary response to the FDC.

Background

The FDC is Florida's largest state agency, and the third largest prison system in the County. It manages 145 facilities, including 50 major institutions, 34 work camps, 17 annexes, 12 FDC operated work release centers, seven private facilities, three re-entry centers, two road prisons, one forestry camp, and one basic training camp. Six FDC facilities are located within the County.

The County, through the MDPD, and the FDC have a well-established and longstanding partnership that helps to ensure the safety of all residents and visitors to the County. In the event of an actual or anticipated emergency or an escape from an FDC facility located within the County, the FDC requested the MDPD's assistance. The MOAs herein establish the responsibilities of each party in the event of an actual or anticipated emergency or escape at the South Florida Reception Center or Dade Correctional Institution. Upon notification of an actual or anticipated emergency or escape from a designated FDC facility in the County, the MDPD agrees to respond, 24-hours a day, seven days a week, with the support outlined in the MOAs. Each party agrees to be responsible for its own costs incurred as a result of entering into the MOAs. The MOAs will be effective on April 1, 2021, and remain in effect until March 31, 2026, unless renewed for an additional five-year term or terminated.



JD Patterson
Chief Public Safety Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: March 2, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(I)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(1)
3-2-21

RESOLUTION NO. _____ R-162-21

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE MEMORANDA OF AGREEMENT ("AGREEMENTS") BETWEEN THE FLORIDA DEPARTMENT OF CORRECTIONS AND MIAMI-DADE COUNTY, BY AND THROUGH THE MIAMI-DADE POLICE DEPARTMENT, FOR THE PURPOSE OF PROVIDING SUPPORT TO THE FLORIDA DEPARTMENT OF CORRECTIONS DURING AN ACTUAL OR ANTICIPATED EMERGENCY OR ESCAPE FROM CERTAIN FLORIDA DEPARTMENT OF CORRECTIONS FACILITIES LOCATED WITHIN MIAMI-DADE COUNTY, FOR A FIVE-YEAR TERM EXPIRING ON MARCH 31, 2026, WITH ONE OPTION TO RENEW FOR ANOTHER FIVE YEAR TERM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE OTHER AGREEMENTS WITH THE FLORIDA DEPARTMENT OF CORRECTIONS FOR SAID PURPOSE AT OTHER INSTITUTIONS LOCATED WITHIN MIAMI-DADE COUNTY, FOR NO MORE THAN TWO FIVE-YEAR TERMS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE TERMINATION AND RENEWAL PROVISIONS CONTAINED THEREIN AND TO EXECUTE MODIFICATIONS, PROVIDED THAT SUCH MODIFICATIONS DO NOT ALTER THE TERM OR PURPOSE OF THE AGREEMENTS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which has been incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the terms of and authorizes the County Mayor or County Mayor's designee to execute Memoranda of Agreement ("Agreements"), in substantially the form attached hereto, between the Florida Department of Corrections and Miami-Dade County, by and through the Miami-Dade

Police Department, for the purpose of providing support during an actual or anticipated emergency or escape from the South Florida Regional Center or the Dade Correctional Institution, for a five-year term expiring on March 31, 2026, with one option to renew for another five-year term.

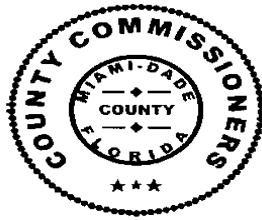
Section 2. Authorizes the County Mayor or the County Mayor’s designee to execute other Agreements, in substantially the form attached hereto, with the Florida Department of Corrections for the purpose provided in section 1 above at other Florida Department of Corrections facilities located within Miami-Dade County, for no more than two five-year terms.

Section 3. Authorizes the County Mayor or the County Mayor’s designee to exercise termination and renewal provisions contained therein and to execute modifications to the Agreements, provided that such modifications do not alter the term or purpose of the Agreements as provided in section 1 above.

The foregoing resolution was offered by Commissioner **Joe A. Martinez** , who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

	Jose “Pepe” Diaz, Chairman	aye	
	Oliver G. Gilbert, III, Vice-Chairman	aye	
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of March, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to be "SG", followed by a horizontal line.

Shanika A. Graves

MEMORANDUM OF AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
MIAMI-DADE COUNTY

This Memorandum of Agreement ("Agreement") is between the Florida Department of Corrections ("Department") and Miami-Dade County, by and through the Miami-Dade Police Department ("Agency"), which are the parties hereto.

WITNESSETH

WHEREAS, the purpose of this Agreement is to establish and maintain support during an actual or anticipated emergency/escape at the Department's Dade Correctional Institution ("Institution").

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 April 1, 2021, or the date on which it is signed by both parties, whichever is later, and shall end on March 31, 2026. 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. Agency's Responsibilities

In the event the Institution has reason to believe that an emergency/escape is imminent, the Agency agrees to respond, upon notification, 24-hours a day, seven (7) days a week with the following support:

1. Immediate availability of personnel support including but not limited to a crisis negotiator, crime scene investigator, and available armed patrol units, upon request;

2. Support in the event of a riot, disorder, and/or a hostage situation;
3. K-9 Unit and Aviation Unit assistance, upon request, from the Institution;
4. Communications assistance; and
5. Other assistance as deemed necessary and available.

B. Department's Responsibilities

In the event of an escape, the Institution will:

1. Notify the Agency through the 911 Emergency Number, of the escape;
2. Provide an initial description of escapee(s) including name(s), race(s), physical description(s), clothing last seen wearing, noticeable marks and/or scars, and other pertinent information;
3. Dispatch armed patrols to pre-assigned areas and adjust patrols according to the determined route of inmate(s) travel, pursuant to, and as used in, Department Procedure 602.034;
4. Provide a copy of escapee(s) photo to the Agency and update the Agency regarding the direction of travel of the escaped inmate(s);
5. Update the Agency regarding the location of the Institution's armed stationary and patrolling units, and continue search efforts until recapture is effected or the search is suspended; and
6. Furnish as much requested support as the Institution is legally and administratively capable of providing; in turn, the Agency agrees to the same.

C. Joint Responsibilities

1. Emergency contacts for the Agency, including 24-hour contact numbers, are as follows: Police Division Chief: (305) 471-2167, or 911;
2. Emergency contacts of the Institution, including 24-hour contact numbers, are as follows: Warden: (305) 242-1710 or switchboard: (305) 242-1900;
3. Restrictions on the provision of services or equipment during emergencies include: the Institution and the Agency's command staff will cooperatively manage an emergency on the Institution's property and the Institution and the Agency's command staff will directly supervise their own participating staff;
4. Reporting locations for the external staging area is the Institution's Administration Building;
5. Each party shall be responsible for verifying identification of its own staff;
6. Arrangements for the Agency's key staff to tour the Institution or otherwise familiarize themselves with potential emergency scenarios at the Institution will be made upon prior notification to the Warden, or designee. All staff responding will be appropriately trained; and
7. The Agency's staff will be invited to participate in applicable simulations, exercises, or other emergency training at the Institution. The Agency's staff will always be supervised by the Agency's staff in command. At no time, material to this Agreement, shall the Agency's staff be considered to be operating under the supervision, direction, or control of the Institution.

III. FINANCIAL OBLIGATIONS

The parties acknowledge that this Agreement is not intended to create financial obligations between the parties. However, 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 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

Warden
Dade Correctional Institution
19000 S.W. 377th Street
Florida City, Florida 33034-6409
Telephone: (305) 242-1710
Fax: (305) 242-1881
Email: DadeCI.WardenOffice@fdc.myflorida.com

FOR THE AGENCY

Alfredo Ramirez, III
Director
9105 NW 25 Street
Doral, Florida 33172
Telephone: (305) 471-2100
Fax: (305) 471-2163
Email: aramireziii@mdpd.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, except for 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 individuals 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 Agent Status

The Agency shall be considered an independent Agent 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.

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 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 Manager, and the Department's 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 (PREA)

The Agency will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Agency will also comply with all Department policies and procedures that relate to PREA.

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 Florida law, 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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
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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:
MIAMI-DADE COUNTY**

SIGNED
BY: _____
NAME: Daniella Levine Cava
TITLE: Mayor
DATE: _____

MIAMI-DADE POLICE DEPARTMENT

SIGNED
BY:  _____
NAME: Alfredo Ramirez, III
TITLE: Director
DATE: 12/16/20
FEIN: _____

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED
BY: _____
NAME: Kasey A. Bickley
TITLE: Chief, Bureau of Procurement
DATE: _____

SIGNED
BY: _____
NAME: Dorothy M. Burnsed
TITLE: Deputy General Counsel
DATE: _____

MEMORANDUM OF AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
MIAMI-DADE COUNTY

This Memorandum of Agreement ("Agreement") is between the Florida Department of Corrections ("Department") and Miami-Dade County, by and through the Miami-Dade Police Department ("Agency"), which are the parties hereto.

WITNESSETH

WHEREAS, the purpose of this Agreement is to establish and maintain support during an actual or anticipated emergency/escape at the Department's South Florida Reception Center ("Institution").

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 April 1, 2021, or the date on which it is signed by both parties, whichever is later, and shall end on March 31, 2026. 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. Agency's Responsibilities

In the event the Institution has reason to believe that an emergency/escape is imminent, the Agency agrees to respond, upon notification, 24-hours a day, seven (7) days a week with the following support:

1. Immediate availability of personnel support including but not limited to a crisis negotiator, crime scene investigator, and available armed patrol units, upon request;
2. Support in the event of a riot, disorder, and/or a hostage situation;

3. K-9 Unit and Aviation Unit assistance, upon request, from the Institution;
4. Communications assistance; and
5. Other assistance as deemed necessary and available.

B. Department's Responsibilities

In the event of an escape, the Institution will:

1. Notify the Agency through the 911 Emergency Number, of the escape;
2. Provide an initial description of escapee(s) including name(s), race(s), physical description(s), clothing last seen wearing, noticeable marks and/or scars, and other pertinent information
3. Dispatch armed patrols to pre-assigned areas and adjust patrols according to the determined route of inmate(s) travel, pursuant to, and as used in, Department Procedure 602.034;
4. Provide a copy of escapee(s) photo to the Agency and update the Agency regarding the direction of travel of the escaped inmate(s);
5. Update the Agency regarding the location of the Institution's armed stationary and patrolling units, and continue search efforts until recapture is effected or the search is suspended; and
6. Furnish as much requested support as the Institution is legally and administratively capable of providing; in turn, the Agency agrees to the same.

C. Joint Responsibilities

1. Emergency contacts for the Agency, including 24-hour contact numbers, are as follows: Police Division Chief: (305) 471-2167, or 911;
2. Emergency contacts of the Institution, including 24-hour contact numbers, are as follows: Warden: (305) 717-0213 or switchboard: (305) 592-9567;
3. Restrictions on the provision of services or equipment during emergencies include: the Institution and the Agency's command staff will cooperatively manage an emergency on the Institution's property and the Institution and the Agency's command staff will directly supervise their own participating staff;
4. Reporting locations for the external staging area is the Institution's Administration Building;
5. Each party shall be responsible for verifying identification of its own staff;
6. Arrangements for the Agency's key staff to tour the Institution or otherwise familiarize themselves with potential emergency scenarios at the Institution will be made upon prior notification to the Warden, or designee. All staff responding will be appropriately trained; and
7. The Agency's staff will be invited to participate in applicable simulations, exercises, or other emergency training at the Institution. The Agency's staff will always be supervised by the Agency's staff in command. At no time, material to this Agreement, shall the Agency's staff be considered to be operating under the supervision, direction, or control of the Institution.

III. FINANCIAL OBLIGATIONS

The parties acknowledge that this Agreement is not intended to create financial obligations between the parties. However, 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 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

Richard Comerford
Assistant Deputy Secretary of Institutions
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3037
Fax: (850) 413-8184
Email: Richard.Comerford@fdc.myflorida.com

FOR THE AGENCY

Alfredo Ramirez, III
Director
9105 NW 25 Street
Doral, Florida 33172
Telephone: (305) 471-2100
Fax: (305) 471-2163
Email: aramireziii@mdpd.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, except for 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, 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 the Department.

D. Independent Agent Status

The Agency shall be considered an independent Agent 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.

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 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 Manager, and the Department's 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 (PREA)

The Agency will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Agency will also comply with all Department policies and procedures that relate to PREA.

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 Florida law, 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:
MIAMI-DADE COUNTY**

SIGNED
BY: _____
NAME: Daniella Levine Cava
TITLE: Mayor
DATE: _____

MIAMI-DADE POLICE DEPARTMENT

SIGNED
BY:  _____
NAME: Alfredo Ramirez, III
TITLE: Director
DATE: 12/16/20
FEIN: _____

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED
BY: _____
NAME: Kasey A. Bickley
TITLE: Chief, Bureau of Procurement
DATE: _____

SIGNED
BY: _____
NAME: Dorothy M. Burnsed
TITLE: Deputy General Counsel
DATE: _____