

MEMORANDUM

Agenda Item No. 8(B)(1)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: April 1, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving and authorizing the County Mayor to execute memoranda of understanding ("MOUs") with community partners for the provision of reentry services to individuals incarcerated in Miami-Dade Corrections and Rehabilitations Department facilities for a five-year term; waiving requirements of Resolution No. R-130-06; authorizing the County Mayor to exercise the provisions set forth in the MOUs including amendment and renewal provisions, provided that such amendments do not alter the purpose of the MOUs or extend the term beyond five years; and authorizing the County Mayor to submit letters in support of community partners for certain grant opportunities

Resolution No. R-344-25

The accompanying resolution was prepared by the Corrections & Rehabilitation Department and placed on the agenda at the request of Prime Sponsor Vice Chairman Kionne L. McGhee.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Memorandum



Date: April 1, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava* _____
Mayor

Subject: Resolution Authorizing the County Mayor or County Mayor's Designee to Execute Memoranda of Understanding on Behalf of Miami-Dade County with Community Partners for the Provision of Services at Miami Dade County's Corrections and Rehabilitation Department Facilities; and Authorizing the County Mayor or County Mayor's Designee to Exercise the Provisions Set forth herein

SUMMARY

This item seeks to formally establish partnerships between the Miami-Dade Corrections and Rehabilitation Department (MDCR) and community partners that offer reentry services and programs to the inmate population. The purpose of the agreement is to set terms and conditions under which the community partner will work with MDCR as well as the expectations for compliance with local, state and federal laws as well best practices for the custodial setting. This is a no-cost agreement for an initial term of one year and may be renewed up to four times, each for a one-year term.

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution which seeks authorization the County Mayor or County Mayor's designee to execute memoranda of understanding (MOUs), in substantiality the form attached to and incorporated in the resolution as Attachment A, on behalf of Miami-Dade County, through the MDCR with community partners for the provision of reentry services at MDCR detention facilities for a five-year term from its effective date. In addition, the resolution seeks authorization for the County Mayor or County Mayor's designee to exercise the provisions set forth in such MOUs including amendment and renewal provisions, provided that such amendments do not alter the purpose or extend the term of MOU beyond five years. The resolution also seeks the Board's authorization to waive Resolution No. R-130-06 and for the County Mayor or County Mayor's designee to submit letters in support of certain grant opportunities for community partners.

SCOPE

The reentry services and programs are offered to all inmates in MDCR custody based on custody level and MDCR policies.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to Miami-Dade County.

DELEGATION OF AUTHORITY

Upon approval of this resolution, the County Mayor or County Mayor's designee will be authorized to: (1) execute MOUs between the County, through MDCR, and certain community partners for the provision of reentry services to individuals incarcerated in MDCR facilities for a term of five years from

the effective date of this resolution; and (2) exercise the provisions contained in said MOUs, including amendments, provided that such amendments do not alter the purpose or extend the term beyond five years of the MOU or propose to commit funding from the County and following approval by the County Attorney's Office.

TRACK RECORD/MONITOR

Cassandra Jones, Deputy Director of Community Services, or other supervisory personnel will monitor the community partners' compliance with the MOUs.

BACKGROUND

MDCR Reentry Services Bureau (RSB) is responsible for providing educational and rehabilitative services to prepare inmates in its custody for a successful return to the community. RSB also provides inmates with opportunities to participate in programs and services that are geared toward assisting in facilitating institutional adjustment through a variety of community partnerships. The use of a standardized MOU seeks to formally establish those community partnerships, outline clear expectations and responsibilities for each service/program and minimize the department's risk of liability.

RSB's current community partnerships were created through informal agreements on a voluntary basis. Although the service/program agreements are informal, there is a robust vetting process each organization must undergo to ensure the proposed service/program is conducive to the goals and mission of the department and will benefit our inmate population. The vetting process includes a volunteer application, presentation to department leadership, a thorough background screenings to include NCIC/FCIC, and a department orientation to include training on inmate manipulation, ingress/egress and the Prison Rape Elimination Act. After successful completion of the vetting process, the service/program is made available to the inmate population. MDCR is now seeking to formalize the process through the use of MOUs with current and prospective community partners.

Currently, RSB offers various reentry services and programs provided by community partners including, but not limited to The Leap for Ladies, VIP Reentry Services, Gang Alternative, Children of Inmates, Victory for Youth, Inside Out Dad; Silent Victims of Crimes, among others, to provide a variety of services and programs to the inmate population. The services and programs to be offered include, but are not limited to, employability and workforce training; training and certification in construction; leadership training; parenting classes; violence prevention sessions; human trafficking awareness groups; commercial driving classes; and LGBTQIA+ support groups. Various services/programs are scheduled throughout the week at each detention facility. Scheduling is based on the preference of the community partner and staffing availability; however, RSB encourages every community partner to expand their services to all detention facilities when possible.



James Reyes
Chief Public Safety Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: April 1, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(B)(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 ____, majority plus one ____, 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) ____, 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(B)(1)
4-1-25

RESOLUTION NO. R-344-25

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE MEMORANDA OF UNDERSTANDING (“MOUS”) WITH COMMUNITY PARTNERS FOR THE PROVISION OF REENTRY SERVICES TO INDIVIDUALS INCARCERATED IN MIAMI-DADE CORRECTIONS AND REHABILITATIONS DEPARTMENT FACILITIES FOR A FIVE-YEAR TERM; WAIVING REQUIREMENTS OF RESOLUTION NO. R-130-06; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXERCISE THE PROVISIONS SET FORTH IN THE MOUS INCLUDING AMENDMENT AND RENEWAL PROVISIONS, PROVIDED THAT SUCH AMENDMENTS DO NOT ALTER THE PURPOSE OF THE MOUS OR EXTEND THE TERM BEYOND FIVE YEARS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO SUBMIT LETTERS IN SUPPORT OF COMMUNITY PARTNERS FOR CERTAIN GRANT OPPORTUNITIES

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memoranda, a copy of which is 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. Incorporates the above recital herein by reference and approves same.

Section 2. Approves the memoranda of understanding (“MOU”), in substantially the form attached hereto and incorporated herein as Attachment A, for the provision of reentry services, which shall include but not be limited to, educational workshops, support and advocacy groups, vocational and academic training, and financial literacy for individuals incarcerated in Miami-Dade Corrections and Rehabilitation Department (“MDCR”) detention facilities.

Section 3. Waives the provisions of Resolution No. R-130-06 requiring that agreements with non-governmental entities be executed by all other parties prior to presentation to this Board for approval, and authorizes the County Mayor or County Mayor's designee to execute the MOU described in section 2, on behalf of Miami-Dade County, through MDCR, with certain community partners for the provision of services described in section 2, for a five-year term from the effective date of this resolution.

Section 4. Authorizes the County Mayor or the County Mayor's designee to exercise the provisions set forth in the MOUs including amendment and renewal provisions, provided that such amendments do not alter the purpose or extend the term of the MOUs beyond five years from the effective date of the resolution and following approval for form and legal sufficiency by the County Attorney's Office.

Section 5. Authorizes the County Mayor or County Mayor's designee to submit letters in support of certain grant opportunities for community partners that have executed the MOU described in section 2, provided that said letters of support do not propose to commit any County funding or resources without additional Board authority.

The foregoing resolution was offered by Commissioner **Sen. René García** , who moved its adoption. The motion was seconded by Commissioner **Eileen Higgins** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	absent		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Oliver G. Gilbert, III	aye	Roberto J. Gonzalez	absent
Keon Hardemon	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Raquel A. Regalado	absent
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of April, 2025. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

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

Shanika A. Graves

**MEMORANDUM OF UNDERSTANDING BETWEEN (COMMUNITY PARTNER) AND
MIAMI-DADE COUNTY**

This Memorandum of Understanding (hereinafter “MOU”) is made and entered into pursuant to Resolution No. R-_____ - _____ on this ____ day of _____, _____ by and between _____ (“Community Partner”), whose address is _____ and Miami-Dade County (the “County”) through its Corrections and Rehabilitation Department (“MDCR”).

RECITALS

WHEREAS, MDCR implemented a policy to provide inmates in its care and custody with opportunities to participate in programs and receive services that are geared to reduce recidivism; and

WHEREAS, programs and services shall be provided in a consistent, fair, and non-discriminatory manner, based on an inmate’s custody level and in accordance with departmental policies; and

WHEREAS, MDCR recognizes the synergistic value of networking and collaborating in public/private initiatives involving government agencies, community-based organizations, health and human services providers, and law enforcement agencies; and

WHEREAS, MDCR is desirous of providing inmates with greater access to enhanced and coordinated services and resources through multidisciplinary collaborations to include, but not be limited to, educational workshops, support and advocacy groups, vocational and academic training, and financial literacy; and

WHEREAS, Community Partner has historically provided reentry services to underserved communities and is committed to assisting MDCR’s inmate population through the provision of reentry services; and

NOW THEREFORE, in consideration of the premises and mutual covenants and promises contained herein, MDCR and the Community Partner agree as follows:

**ARTICLE I
PURPOSE**

The Purpose of this MOU is to memorialize the relationship with Community Partner and Miami-Dade Corrections and Rehabilitation Department.

**ARTICLE II
TERM OF THE MOU**

- 2.1 The term of this MOU shall be for one (1) year from the date of execution by the last party required to sign the MOU, unless terminated by either party pursuant to Article VII below.
- 2.2 This MOU may be renewed up to four times, each for a one-year term. The renewal must be in writing and signed by both parties.

**ARTICLE III
RESPONSIBILITIES OF THE PARTIES**

- 3.1 Community Partner's Responsibilities. Community Partner hereby agrees as follows:
 - a. The Community Partner's Executive Director or designee will maintain a working relationship with the point of contact for MDCR as identified below in Article IV to coordinate delivery of services and address any issues that may arise in the fulfillment of responsibilities.
 - b. To the extent permitted by state, federal or local laws and as may be requested by MDCR, the Community Partner will share information regarding inmates receiving services to include, but not be limited to, general non-identifying aggregate reports.
 - b. The Community Partner agrees that all services provided pursuant to this MOU shall be performed in accordance with all applicable County and MDCR rules, regulations, policies and procedures.
 - d. The Community Partner agrees to (SERVICES TO BE PERFORMED UNDER THE MOU WILL BE INCLUDED) at no cost to MDCR.
 - e. The Community Partner agrees to comply with all state, federal and local privacy, information sharing and confidentiality laws and policies that govern the operations of MDCR.
 - f. The Community Partner agrees to abide by County and MDCR rules, regulations, policies, and procedures, including successful completion of the volunteer orientation and background screening.
- 3.2 MDCR Responsibilities. MDCR hereby agrees as follows:
 - a. MDCR agrees to allow the Community Partner to provide services to the inmate in a space where confidentiality, if required, can be maintained and shall be identified by MDCR in its sole discretion.
 - b. MDCR agrees to provide the Community Partner with the necessary training and guidance regarding rules, regulations, policies, procedures and laws applicable to MDCR prior to the

Community Partner commencing services within MDCR detention facilities. Training shall be offered on topics that include but are not limited to: Prison Rape Elimination Act; inmate manipulation; facility operations and policies; safety, security, and control; and ingress/egress.

- c. MDCR shall conduct orientation and background screenings for all individuals who may offer services within MDCR detention facilities on behalf of Community Partner.
- d. As may be applicable, MDCR agrees to provide Community Partner with letters in support of grant opportunities when deemed appropriate by MDCR, as determined by MDCR in its sole and absolute discretion.

ARTICLE IV PROJECT MANAGEMENT AND NOTICE

- 4.1 The Point of Contact for Community Partner is _____, telephone number _____. The Point of Contact for the MDCR is _____, MDCR Reentry Commander, telephone number _____. The parties shall direct all matters arising in connection with the performance of this MOU, other than notices, to the attention of the Points of Contacts for attempted resolution or action. The Points of Contacts shall be responsible for overall coordination and oversight of all activities performed pursuant to this MOU.
- 4.2 All notices, demands, or other communications to the Community Partner under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

Designated Individual for the Community Partner

All notices, demands, or other communications to MDCR under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

Miami-Dade Corrections and Rehabilitation Department
Attn: Sherea Green, Director
3505 NW 107 Avenue
Doral, Florida 33178

Copies of all notices shall also be provided to each party's Point of Contact. All notices required by this MOU shall be considered delivered upon receipt. Should any party change its address, written notice of such new address shall promptly be sent to the other party.

ARTICLE V INDEMNIFICATION

- 5.1 The Community Partner assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the Community Partner and its officers, employees, servants, and agents. The Community Partner warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the Community Partner's officers, employees, servants and agents while acting within the scope of their employment with the Community Partner.

The Community Partner shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this MOU by the Community Partner or its employees, agents, servants, partners, principals or subcontractors. The Community Partner shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Community Partner expressly understands and agrees that any insurance protection required by this MOU or otherwise provided by the Community Partner shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

- 5.2 The County assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the County and its officers, employees, servants, and agents, subject to the limitations of section 768.28, Florida Statutes. The County warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the County officers, employees, servants and agents while acting within the scope of their employment with the County.
- 5.3 The Community Partner and the County further agree that nothing contained herein shall be construed to be interpreted as: (1) denying either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the United States or its agents and agencies to be sued; (3) the consent of the State of Florida or its agents and agencies to be sued; or (4) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in section 768.28, Florida Statutes.

ARTICLE VI INSURANCE

- 6.1 The parties hereto acknowledge that the County is a self-insured governmental entity subject to the limitations of section 768.28, Florida Statutes. The County shall maintain a fiscally sound and prudent risk management program with regard to its obligations under this MOU in accordance with the provisions of section 768.28, Florida Statutes.
- 6.2 If the Community Partner is a self-insured governmental entity, it shall maintain a fiscally sound and prudent risk management program with regard to its obligations under this MOU.
- 6.3 All other Community Partners shall furnish to the County's General Services Administration, c/o Risk Management Division, 111 N.W. 1st Street, Suite 2340, Miami, Florida 33128-1989, original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- (a) All insurance certificates must list the County as "Certificate Holder" in the following manner:

Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128

- (b) Worker's Compensation Insurance for all employees of the Community Partner as required by Chapter 440, Florida Statutes.
- (c) Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence, and \$600,000 in the aggregate for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- (d) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- (e) Professional Liability Insurance in the name of the Community Partner, when applicable, in an amount not less than \$250,000 with the deductible per claim, if any, not to exceed 10 percent of the limit of the liability.
- (f) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
- 1) The company shall be no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County's Risk Management Division.

or

- 2) The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and must be a member of the Florida Guaranty Fund..
- (g) Certificates shall indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.
- (h) Compliance with the foregoing requirements shall not relieve the Community Partner of its liability and obligations under this Section or under any other section of this Agreement.
- (i) The County reserves the right to inspect the Community Partner's original insurance policies at any time during the term of this MOU.

ARTICLE VII TERMINATION/REMEDIES

- 7.1 If any party fails to fulfill its obligations under this MOU in a timely and proper manner, the other party shall have the right to terminate its participation under this MOU by giving written notice of any deficiency. Notwithstanding the foregoing, this MOU may be terminated immediately by MDCR for any failure of the Community Partner and/or its employees, volunteers, subcontractors or agents to comply with County or MDCR rules, regulations, policies and procedures.
- 7.2 Any party may terminate this MOU at any time for convenience upon thirty (30) calendar days' or other agreed upon time's prior written notice to the other party. Any such termination shall be effectuated by delivery of a Notice of Termination to the other specifying the extent to which performance of work under the MOU is terminated, and the date upon which such termination becomes effective.
- 7.3 Any party's failure to comply with all applicable federal, state, and local laws and regulations would be a material breach of this MOU and subject it to immediate termination.
- 7.4 This MOU has no third-party beneficiaries (intended or incidental), who may enforce obligations of any party should the MOU be terminated.

ARTICLE VIII RECORDS RETENTION/OWNERSHIP

The Community Partner and MDCR shall maintain records and each party shall have inspection and audit rights as follows:

- 8.1. Maintenance of Records: The parties shall maintain records and reports directly or indirectly related to services performed under this MOU. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration or termination date of this MOU and upon reasonable notice, time and place.
- 8.2. Examination of Records: The parties shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this MOU. Such examination may be only within five (5) years from the expiration or termination of this MOU and upon reasonable notice, time and place.
- 8.3. Extended Availability of Records for Legal Disputes: In the event that any party should become involved in a legal dispute with a third-party arising from services performed under this MOU, the other party shall extend the period of maintenance for all records relating to this MOU until the final disposition of the legal dispute, and all such records shall be made readily available upon reasonable notice, time and place.
- 8.4. Exemption: Any and all information not subject to disclosure under federal or State law, including, but not limited to criminal intelligence, criminal investigative information and law enforcement related information obtained, retained or created by MDCR may be exempt from the requirements of this Article and outside the scope of this MOU, which shall be determined in accordance with applicable law.

ARTICLE IX STANDARDS OF COMPLIANCE

- 9.1 Florida Public Records Act.
For purposes of this Section, the term “public records” shall mean all documents, papers, letters, electronic communications, maps, books, tapes, photographs, films and video recordings, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County, including this Agreement and the services provided thereunder.

Pursuant to section 119.0701, Florida Statutes, if Community Partner meets the definition of “Contractor” as defined in section 119.0701(1)(a), Community Partner shall:

- A. Keep and maintain public records required by the County in order to perform its obligations under this Agreement.
- B. Upon request from the County’s custodian of public records identified in this Section, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the obligations under this Agreement if Community Partner does not transfer the records to the County.
- D. Upon expiration or termination of the Agreement, transfer, at no cost to the County, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of Community Partner or keep and maintain public records required by the County to perform the service. If Community Partner transfers all public records to the County upon expiration or termination of this Agreement, Community Partner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Community Partner keeps and maintains public records upon completion of the Agreement, Community Partner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the County's information technology systems.

IF THE COMMUNITY PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**MIAMI-DADE CORRECTIONS AND REHABILITATION
DEPARTMENT
CENTRAL RECORDS UNIT
SYLVIA HANKS
3505 N.W. 107 AVENUE
DORAL, FLORIDA 33178**

In the event Community Partner does not comply with the public records disclosure requirement set forth in Chapter 119, Florida Statutes, and this Agreement, the County may avail itself of the remedies set forth in Article VII, Termination/Remedies. Additionally, if Community Partner fails to provide the public records as required by law within a reasonable amount of time, Community Partner may be subject to penalties under section 119.10, Florida Statutes. In the event the Community Partner fails to meet any of these provisions or fails to comply with Florida's Public Records laws, the Community Partner will be responsible for indemnifying the County in any resulting litigation, including all final appeals, and the Community Partner shall defend its claims that any public record is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records laws. The Community Partner's

obligations under this Section of this Agreement shall survive the termination of this Agreement.

- 9.2 All parties shall assure that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity or services performed pursuant to this MOU on the race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression, sexual orientation, source of income, or actual or perceived status as a victim of domestic violence, dating violence or stalking.

9.3 Proof of Licensure/Certification and Background Screening

- A. Licensure: If the Community Partner is required by the State of Florida or Miami-Dade County or any law or regulation to be licensed or certified to provide the services, the Community Partner shall furnish to the County a copy of all required current licenses or certificates.

If the Community Partner fails to furnish the County with the licenses or certificates required under this Section, the County shall not allow the services to be provided until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within thirty (30) days of execution of this MOU may result in termination of this MOU at the sole discretion of the County.

- B. Background Screening: MDCR shall conduct a thorough background investigation of the Community Partner's employees, volunteers and subcontractors who have been identified to provide services in MDCR detention facilities. Community Partner's failure to comply with MDCR's terms for background screenings shall be grounds for a material breach and termination of this MOU, at the sole discretion of the County.

ARTICLE X RELATIONSHIP BETWEEN THE PARTIES

- 10.1 The Community Partner and the County are independent contractors. Neither party is an employee or agent of the other party. Nothing in this MOU shall be interpreted to establish any relationship other than that of independent contractors, between the Community Partner and the County, or between their respective employees, agents, subcontractors, partners, or assigns, during or after the performance of this MOU.

ARTICLE XI GENERAL PROVISIONS

- 11.1 Notwithstanding any provisions of this MOU to the contrary, the parties shall not be held liable for any failure or delay in the performance of this MOU that arises from fires, floods, pandemics, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, acts of God, or for any other similar cause, which is unavoidable through the exercise of due care

and beyond the control of the parties. Failure to perform shall be excused during the continuation of such circumstances, but this MOU shall otherwise remain in effect.

- 11.2 In the event any provisions of this MOU shall conflict, or appear to conflict, the MOU, including all exhibits, attachments or other documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.
- 11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this MOU by the parties, their successors and assigns shall not be deemed a waiver of any rights or remedies, nor shall it relieve the other parties from performing any subsequent obligations strictly in accordance with the term of this MOU. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this MOU specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
- 11.4 This MOU may be amended only with the written approval of the parties hereto.
- 11.5 The parties agree that disputes under this MOU shall be resolved by the parties. In the event the parties reach an impasse and are unable to resolve disputes, this MOU shall be terminated for convenience within thirty (30) days of reaching an impasse. The parties agree that this MOU shall not be enforceable in a court of law. Notwithstanding the aforementioned, the parties agree that any litigation arising out of the performance of this MOU shall be governed by and construed in accordance with the laws of the State of Florida and that venue for any court action between the parties shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida in Miami-Dade County, Florida, to the exclusion of all others.
- 11.6 This MOU states the entire understanding of and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this MOU. The parties recognize that any representations, statements or negotiations made by the staff of either party are not binding on either party to this MOU unless they have been reduced to writing and signed by their authorized representative(s).
- 11.7 Notwithstanding anything to the contrary in this MOU, including any amendments Community Partner agrees and acknowledges that Miami-Dade County may assign, transfer, convey, divide or otherwise dispose of this MOU or a portion thereof, including the County's rights, title, or interest in or to the same, or any part thereof, to the Miami-Dade County's Sheriff's Office ("County Sheriff") without any further consent from the Community Partner. Upon the assignment, transfer or conveyance of the MOU, to the elected County Sheriff and the acceptance of such by the County Sheriff, the County shall be relieved of all obligations hereunder. The County Sheriff shall exercise all termination, extension or other rights and shall be responsible for all obligations under this MOU as of the date of the acceptance of such assignment, transfer or conveyance. The County shall

provide notice of such action to Community Partner within thirty (30) days of any such assignment, transfer or conveyance.

- 11.8 Human Trafficking. By entering into, amending, or renewing this Agreement, Provider is obligated to comply with the provisions of section 787.06, Florida Statutes, "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Agreement. This compliance includes the Community Partner providing an affidavit that it does not use coercion for labor or services. This attestation by the Community Partner shall be in the form attached to this Agreement as the Human Trafficking Affidavit (Attachment 1) and must be executed by the Community Partner and provided to the County when entering, amending, or renewing this Agreement.

This Agreement shall be void if Community Partner submits a false Affidavit pursuant to section 787.06, Florida Statutes, or if the Community Partner violates section 787.06, Florida Statutes, during the term of this Agreement, even if the Community Partner was not in violation at the time it submitted its Affidavit.

- 11.9 Countries of Foreign Concern. As may be applicable, by entering into this MOU, the Community Partner affirms that it is not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited. Partner further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138 Florida Statutes, access to an individual's personal identifying information if: a) the Community Partner is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Community Partner; or c) the Community Partner is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)-(c) of Section 287.138, Florida Statutes. The affirmation by the Community Partner shall be in the form attached to this MOU as Entities of Foreign Countries of Concern Prohibited Affidavit. This MOU shall not be effective unless and until Community Partner executes the Affidavit.

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IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this MOU on the date first written above.

By: COMMUNITY PARTNER

Name/Title

By: CORRECTIONS AND REHABILITATION
DEPARTMENT

Sherea Green, Director

ATTEST:
Juan Fernandez-Barquin, Clerk

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

Deputy Clerk

By: _____
Daniella Levine Cava
Mayor



HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in [section 287.138\(1\), F.S.](#)

_____ does not use coercion for labor or services as defined in section [787.06, F.S.](#)
Contractor's Legal Company Name

Pursuant to section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date:



CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

_____ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)
Bidder's/Proposer's Legal Company Name
of [Section 287.138, F.S.](#)

Pursuant to [Section 92.525, F.S.](#), under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: _____

Title of Bidder's/Proposer's Authorized Representative: _____

Signature of Bidder's/Proposer's Authorized Representative: _____

Date: _____