

MEMORANDUM OF AGREEMENT

BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS,
THE FLORIDA COURTS E-FILING AUTHORITY,
THE FLORIDA SHERIFF'S ASSOCIATION,

AND

THE FLORIDA COURT CLERKS AND COMPTROLLER

This Memorandum of Agreement ("Agreement") is between the Florida Department of Corrections ("Department"), the Florida Courts E-Filing Authority ("E-Filing Authority"), the Florida Sheriff's Association ("FSA"), and the Florida Court Clerks and Comptroller (FCCC), which are the parties hereto.

WITNESSETH

WHEREAS, the E-Filing Authority, has worked closely with the Department to utilize the Florida Courts E-Filing Portal (the "Portal") as a secure method for transferring documents;

WHEREAS, since 2014 all counties send their modified sentencing documents to the Department through the Portal;

WHEREAS, in an effort to expand this functionality, the E-Filing Authority and the Department worked on a pilot program with County Clerks and law enforcement agencies to accept new electronic commitment packets through the Portal; and

WHEREAS, the pilot program has been a success and the parties wish to formalize this new process for transferring commitment packets electronically.

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 the date on which it is signed by both parties, whichever is later, and shall end one (1) year from that date. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

B. Agreement Renewal

The Parties have the option to renew this Agreement for an additional one (1) year period beyond the initial agreement term, in whole or in part, upon written agreement of all parties, and upon the same terms and conditions contained herein. Exercise of the renewal option is at the Parties' discretion and shall be conditioned, at a minimum, on the Parties' performance of the Agreement. The Parties, if it desires to exercise its renewal option, will provide written notice no later than 30 calendar days prior to the Agreement expiration date.

II. SCOPE OF AGREEMENT

This is a strictly voluntary program, which the E-Filing Authority is making available to participating Clerk's Offices and Sheriff's Offices who wish to streamline the transferring of electronic commitment packets. Both the Clerk's Office and Sheriff's Office in a given county will need to agree to jointly participate in this program.

The FCCC agrees to encourage County Clerks, and FSA agrees to encourage local Sheriff's Offices, to participate in this program.

A. FCCC Responsibilities

1. The Clerk's Office, on behalf of the court, will prepare their documents that are part of the commitment packet and send them to the Sheriff's Office through the Portal.

B. E-Filing Authority Responsibilities

1. The Portal will send an email notification to the Sheriff's Office when a commitment packet has been submitted and is ready for processing.

C. FSA Responsibilities

1. The Sheriff's Office will retrieve the Clerk's documents through the Portal's Work Bench.
2. The Sheriff's Office will download the Clerk's document, add their own documents in the order prescribed in Section II, E., and save as a PDF commitment packet.
3. The Sheriff's Office will upload the PDF commitment packet in the Portal and send it to the applicable Reception Center.

D. Department Responsibilities

1. Once received by the Reception Center, both the Sheriff's Office and Clerk's Office will receive an acknowledgment email from the Department to advise the Sheriff's Office that the inmate may be transported.
2. Inmates cannot be transferred until the Reception Center has sent an acknowledgment through the Portal that the documents are sufficient for transferring the inmate.

E. The Department requires PDF commitment packets include the below forms in this exact order.

1. "Uniform Commitment to Custody of Department of Corrections," DC6-306;
2. Information or indictment by grand jury filed by State Attorney;
3. Judgment and sentence of court;
4. Amended/corrected/mitigated sentences, court orders modifying sentences, and probation orders, when applicable;
5. Court minutes, felony disposition, and sentence data;
6. Sentencing guideline scoresheet;
7. "Sheriff's Certificate," DC6-307;
8. All other documents (arrest affidavit, probable cause, victim information, etc.); and

9. Commitment checklist.

III. FINANCIAL OBLIGATIONS

The parties acknowledge that this Agreement is not intended to create financial obligations between the parties. However, in the event 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 the 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
Michelle Palmer, Chief
Bureau of Admission and Release
501 South Calhoun Street
Tallahassee, Florida 32399
Telephone: (850) 717-3097
Email: Michelle.Palmer@fdc.myflorida.com

FOR THE E-FILING AUTHORITY
Lynn M. Hoshihara, General Counsel
Office of the State Courts Administrator
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308
Telephone: (850) 224-4070
Email: Lhoshihara@ngnlaw.com

FOR THE FSA
Steve Casey, Executive Director
Florida Sheriff's Association
2617 Mahan Drive
Tallahassee, Florida 32308
Telephone: (850) 877-2165
Email: scasey@flsheriffs.org

FOR THE FCCC
Chris Hart, Executive Director
Florida Court Clerks and Comptrollers
Association
3544 Maclay Blvd., South
Tallahassee, Florida 32399
Telephone: (850) 921-0808
Email: chrishart@flclcrks.com

V. REVIEW AND MODIFICATION

Upon request of either party, 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 methods whereby a receipt of delivery may be obtained.

In addition, this Agreement may be terminated with 24 hours' notice by the either Party 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 Parties agree to allow other Parties 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 Parties in conjunction with this Agreement. Any Party's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Indemnification

Each Party shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the other Parties, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by them, or its employees or agents, in the course of the operations of this Agreement, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

C. Confidentiality

The Parties shall ensure all staff assigned to this Agreement maintains confidentiality with reference to individual receiving services in accordance with applicable local, state, and federal laws, rules, and regulations. The Parties 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 Parties agree 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. Disputes

Any dispute concerning the performance of the terms of this Agreement shall be resolved informally by the Agreement Managers.

E. 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.

F. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Parties understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

G. 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.

H. Americans with Disabilities Act

The Parties 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 Parties may be declared ineligible for further Agreements.

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

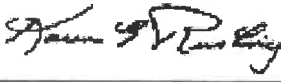
In accordance with Florida law, the Parties agrees to disclose any requested information, relevant to the performance of this Agreement, to members or staff of the Florida Senate or the Florida House of Representatives, as required by the Florida Legislature. The Parties are strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.


AGREEMENT #A4878

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

FLORIDA COURTS E-FILING AUTHORITY


Approved as to form and legality, subject to execution.


SIGNED BY: 
NAME: Karen E. Rushing
TITLE: Chairman
DATE: March 31, 2021
FEIN: 90-0626822

SIGNED BY: 
NAME: Lynn M. Hoshihara
TITLE: General Counsel
DATE: March 30, 2021

FOR THE FLORIDA DEPARTMENT OF CORRECTIONS


Approved as to form and legality, subject to execution.


SIGNED BY: 
NAME: Truby Bodiford
TITLE: Chief, Bureau of Procurement
DATE: 4/14/2021

SIGNED BY: 
NAME: Dorothy M. Burnsed
TITLE: Deputy General Counsel
DATE: 4/13/21

FOR THE FLORIDA SHERIFF'S ASSOCIATION


Approved as to form and legality, subject to execution.

SIGNED BY: 
NAME: Steve Casco Samuel Glossner
TITLE: Deputy Executive Director of Administration
DATE: March 26, 2021

SIGNED BY: 
NAME: Wayne Evans
TITLE: General Counsel
DATE: March 29, 2021

FOR THE FLORIDA COURT CLERKS AND COMPTROLLER

Approved as to form and legality, subject to execution.

SIGNED BY: 
NAME: Chris Hart
TITLE: Executive Director
DATE: March 30, 2021

SIGNED BY: _____
NAME: _____
TITLE: _____
DATE: _____