

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE FLORIDA DEPARTMENT OF CORRECTIONS**  
**AND**  
**FLORIDA HOUSING FINANCE CORPORATION**

This Memorandum of Agreement ("Agreement") is between the Florida Department of Corrections ("Department") and the Florida Housing Finance Corporation ("Participating Entity"), which are the parties hereto.

**WITNESSETH**

WHEREAS, the purpose of this Agreement is to provide recycling services, including but not limited to, pick-up, sale and disposal of records, files, recycled paper, non-recycled paper, binders, stapled papers, paper clips, and other files with various types of binders.

WHEREAS, the Participating Entity is in need of services whereby their records scheduled for disposition can be properly disposed. The Department has a facility and resources at Florida State Prison to accommodate the needs of recycling and disposal of paper records. This agreement is entered into for the mutual benefit of both the Participating Entity and the Department.

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. TERM OF AGREEMENT**

This Agreement shall begin on April 8, 2018, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on April 7, 2023. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

This Agreement may be renewed for up to a five (5) year period, in whole or part, after the initial Agreement period, upon the same terms and conditions contained herein. The Agreement renewal is at the Participating Entity's initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than 60 calendar days prior to the Agreement expiration.

**II. SCOPE OF AGREEMENT**

**A. Department Responsibilities**

The Department will perform the following duties in support of this Agreement:

1. The Department agrees to provide a facility to assist in the needs of recycling and disposal of state agency records, at the request of the Participating Entity;

2. The Department will pick-up records identified as those scheduled for destruction by the Participating Entity within five (5) business days of the Participating Entity's request.
3. The Department will transport records in a locked trailer provided by the Department, to the recycling facility at Florida State Prison;
4. The Department agrees to shred, compact, and bale records, submitted by the Participating Entity, for destruction using supervised inmate labor;
5. The shredded, compacted, and baled materials will be sold by the Department to a paper vendor on the open market with the Department receiving all proceeds; and
6. The Department will provide the Participating Entity a proof of destruction on an approved Records Disposition Document, as required by Florida Statutes (F.S.) and Florida Administrative Code (F.A.C.).

B. Participating Entity Responsibilities

The Participating Entity shall provide only records suitable for destruction and shall be responsible for clearly identifying such records for pick-up.

**III. FINANCIAL OBLIGATIONS OF THE PARTIES**

The Department and the Participating Entity acknowledge that this Agreement is not intended to create financial obligations between the parties. Each party agrees to be responsible for their own costs incurred as a result of either or both of the parties performing their duties or responsibilities under this Agreement.

**IV. AGREEMENT MANAGEMENT**

A. Department's Agreement Administrator

The 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 Department and the Participating Entity regarding administration of the Agreement.

The address and telephone number of the Department's Agreement Administrator is:

Contract Administrator  
Bureau of Procurement  
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/agency contact regarding issues arising out of this Agreement.

**FOR THE DEPARTMENT**

Ashley Campbell, Government Operations Consultant II  
General Services  
501 South Calhoun Street  
Tallahassee, Florida, 32399-2500  
Telephone: (850) 717-3972  
Fax: (850) 488-4534  
Email: [Ashley.Campbell@FDC.myflorida.com](mailto:Ashley.Campbell@FDC.myflorida.com)

**FOR FLORIDA HOUSING FINANCE CORPORATION**

Yoshieka Frison  
Records and Information manager  
227 North Bronough Street, Suite 500  
Tallahassee, Florida, 32301-1329  
Telephone: (850) 488-4197  
Fax: (850) 488-9809  
Email: [Yoshieka.Frison@floridahousing.org](mailto:Yoshieka.Frison@floridahousing.org)

**IV. REVIEW AND MODIFICATION**

Upon request of either party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations to agree by either party.

After execution of this Agreement, modifications to the provisions contained herein, with the exception of Section IV., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal written amendment to the Agreement. Any changes in the information contained in Section IV., AGREEMENT MANAGEMENT, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Agreement record.

**V. 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 certified mail, return receipt requested.

In addition, this Agreement may be terminated with 24 hours notice by the Department for any failure of the Participating Entity to comply with the terms of this Agreement or any applicable Florida law.

**VI. CONDITIONS**

**A. Public Records Law**

The Participating Entity agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does

not exceed the cost provided in this chapter 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 contract term and following completion of the Agreement if the Participating Entity does not transfer the records to the Department; and (d) upon completion of the Agreement, transfer, at no cost, to the Department all public records in possession of the Participating Entity or keep and maintain public records required by the Department to perform the service. If the Participating Entity transfers all public records to the Department upon completion of the Agreement, the Participating Entity shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Participating Entity keeps and maintains public records upon completion of the Agreement, the Participating Entity shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Pursuant to §287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Participating Entity in conjunction with the Contract, unless the records are exempt from §24(a) of Art. I of the State Constitution and §119.07(1), F.S. or §119.071, F.S.

**If the Participating Entity has questions regarding the application of Chapter 119, F.S., to the Participating Entity's duty to provide public records relating to this Agreement, contact the custodian of public records at:**

**Florida Department of Corrections  
ATTN: Public Records Unit  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-3605  
Fax: (850) 922-4355  
Email: [CO.PublicRecords@fdc.myflorida.com](mailto:CO.PublicRecords@fdc.myflorida.com)**

**B. Indemnification**

The Participating Entity shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, 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 the Participating Entity 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 Participating Entity 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 Participating Entity 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 Participating Entity agrees to keep all Department personnel information (i.e., FDC staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released in writing by said Department.

D. Disputes

Any dispute concerning performance of the terms of this Agreement, to include the Participating Entity claims for reimbursement of veterinary costs caused by deliberate or avoidable injury or illness while at the Institution, 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 Chief of Staff. The Chief of Staff 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.

E. Prison Rape Elimination Act (PREA)

The Participating Entity 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 Participating Entity will also comply with all Department policies and procedures that relate to PREA.

F. Cooperation with Inspector General

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

**REMAINDER OF SPACE INTENTIONALLY LEFT BLANK**

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

**FLORIDA HOUSING FINANCE CORPORATION**

SIGNED BY: [Signature]

NAME: Hugh R. Brown

TITLE: General Counsel

DATE: 9-14-17

FEID#: 59-3451366

**FLORIDA DEPARTMENT OF CORRECTIONS**

Approved as to form and legality, subject to execution.

SIGNED BY: [Signature]

NAME: Kasey B. Faulk

TITLE: Chief, Bureau of Procurement

DATE: 9/26/2017

SIGNED BY: [Signature]

NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: 9/25/17



FLORIDA  
DEPARTMENT of  
CORRECTIONS

RECEIVED  
17 SEP 29 PM 12:17  
FLORIDA HOUSING  
FINANCE CORPORATION

Governor  
**RICK SCOTT**

Secretary  
**JULIE L. JONES**

*An Equal Opportunity Employer*

501 South Calhoun Street • Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

September 27, 2017

Yoshieka Frison  
Records and Information Manager  
227 North Bronough Street, Suite 500  
Tallahassee, FL 32301-1329

**RE: Agreement # A4391**

Dear Ms. Frison:

Enclosed, please find your fully executed original of Agreement #A4391 between the Department of Corrections and the Florida Housing Finance Corporation, to establish the establish general conditions and joint processes that will enable the Department and the Participating Entity to collaborate as partners to provide recycling services. This Agreement will begin on April 8, 2018 and will end at midnight on April 7, 2023.

As a reminder, please be advised:

- to include the Memorandum of Agreement # (A4391) on all correspondence;
- that changes to the scope of services cannot be made except through a formal Agreement amendment, executed all parties, and issued by this office; and
- that services may not be provided after the expiration date unless the Agreement has been extended or renewed.

If there are any questions, please contact me at (850) 717-3225, or Eunice Arnold at (850) 717-3691.

Sincerely,

  
Stephanie Bergozza, Purchasing Analyst, FCCM  
Bureau of Procurement  
Contractual Services

Enclosure

cc: Agreement File