

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

**PARTIES**

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.

The parties are authorized to enter into this Agreement pursuant to Section 945.025, 946.205 and 403.7145, Florida Statutes.

**PURPOSE**

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

**BACKGROUND**

The Participating Entity is in need of services whereby their records scheduled for disposition can be properly disposed of. The Department has a facility and the 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.

**I. TERM OF AGREEMENT**

This Agreement shall begin on the date on which it is signed by both parties, and shall end at midnight three years from the date of execution. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

**II. SCOPE OF AGREEMENT**

The Department and the Participating Entity agree to carry out their respective duties and responsibilities outlined below, subject to controlling law, policy(ies) and/or procedures, and in consideration of the mutual interests and understandings expressed herein.

**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 for 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 and Administrative Code.

**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. AGREEMENT MANAGEMENT**

**A. Department's Agreement Administrator**

The Agreement Administrator for the Department is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement, and for maintaining records of all formal correspondence between the Department and the Participating Entity regarding administration of the Agreement.

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

Operations Manager, Contract Administration  
Bureau of Contract Management and Monitoring  
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/agency contact regarding issues arising out of this Agreement.

**DEPARTMENT OF CORRECTIONS**

Ashley Campbell  
General Services  
501 South Calhoun Street  
Tallahassee, Florida, 32399-2500  
Telephone: (850) 717-3972  
Fax: (850) 488-4534  
Email: [campbell.ashley@mail.dc.state.fl.us](mailto:campbell.ashley@mail.dc.state.fl.us)

**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**

- A. 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.
- B. Modifications to the provisions of this Agreement, with the exception of Section IV., Agreement Management, shall be valid only through execution of a formal written amendment to the Agreement.

**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 thirty (30) calendar days' notice. Notice shall be delivered by certified mail (return receipt requested), 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 Participating Entity to comply with the terms of this Agreement or any applicable Florida law.

**VI. OTHER CONDITIONS**

A. Public Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes, 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. 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., DC 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 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 parties, the Agreement Managers and the Agreement Administrator.

E. Prison Rape Elimination Act (PREA)

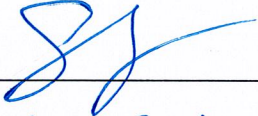
The Participating Entity will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Participating Entity will also comply with all Department policies and procedures that relate to PREA.

**REMAINDER OF SPACE INTENTIONALLY LEFT BLANK**

**AUTHORIZATION FOR SIGNATURE**

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

**FLORIDA HOUSING FINANCE CORPORATION**

SIGNED BY: 

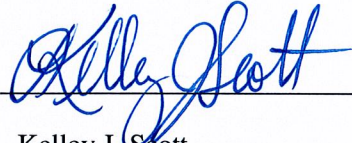
NAME: Stephen P. Auger

TITLE: Executive Director

DATE: 3/19/15

**DEPARTMENT OF CORRECTIONS**

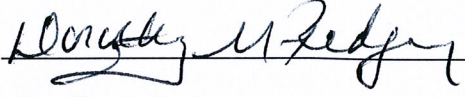
**Approved as to form and legality, subject to execution:**

SIGNED BY: 

NAME: Kelley J. Scott

TITLE: **Director, Office of Administration  
Department of Corrections**

DATE: 4/8/15

SIGNED BY: 

NAME: <sup>1293</sup>Jennifer A. Parker

TITLE: **General Counsel  
Department of Corrections**

DATE: 3/27/15