

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE FLORIDA DEPARTMENT OF CORRECTIONS**  
**AND**  
**HERNANDO COUNTY FIRE RESCUE**

This Memorandum of Agreement (“Agreement”) is between the Florida Department of Corrections (“Department”) and the Hernando County Fire Rescue (“Agency”), which are the parties hereto.

**WITNESSETH**

WHEREAS, the Department is responsible for the inmates and for the operation of, and supervisory and protective care, custody, and control of, all buildings, grounds, property, and matters connected with the correctional system in accordance with Section 945.04, Florida Statutes (F.S.);

WHEREAS, the purpose of this Agreement is to establish and maintain support during a fire emergency at the Department’s Hernando Correctional Institution (“Institution”).

NOW THEREFORE, subject to controlling law, rules, regulations, or to other governing policies and procedures, and in consideration of the mutual promises expressed herein, the parties agree as follows:

**I. AGREEMENT TERM AND RENEWAL**

A. Agreement Term

This Agreement shall begin on the date it is signed by both parties, and shall end five (5) years from the date of execution. 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, in whole or in part, for up to an additional five (5) years beyond the initial term, upon written agreement of both parties, and upon the same terms and conditions contained herein. Exercise of a renewal option is at the Department’s exclusive option and shall be conditioned, at minimum, upon 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’s expiration date.

**II. SCOPE OF AGREEMENT**

A. Definitions

The capitalized terms used in this Agreement, unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

1. **Agreement Administrator:** The Department employee, or his/her designee, who will maintain the official Agreement file, draft and process the Agreement and all amendments, terminate the Agreement, and maintain the official records of all formal correspondence between the Department and the Agency.

2. **Agreement Manager:** The Department or Agency employee, or his/her designee, that serve as liaisons between each party and the other and is responsible for performance oversight and operational management of the Agreement.
3. **Warden:** The Department employee designated as responsible for supervising the governance, discipline, and policy of their assigned correctional institution and to enforce all orders and rules.

B. Agency's Responsibilities

1. The Agency shall contact the Department by the following emergency contact methods: Warden: (352) 754-2141 or the control room: (352) 754-2225.
2. In the event the Institution has reason to believe that a fire emergency is imminent, the Agency agrees to respond, upon the Department's notification, 24 hours a day, seven (7) days a week, with the following resources:
  - a. Fire suppression and fire equipment;
  - b. Fire investigation;
  - c. Contact for the ambulance and emergency medical services; and
  - d. Rescue of inmates/persons who may have become trapped.

In addition, the Agency agrees to provide fire prevention and safety education.

3. When participating in applicable simulations, exercises, or other emergency training at the Institution, the Agency's staff shall always be supervised by the Agency's staff in command. At no time shall the Agency's staff be considered to be operating under the supervision, direction, or control of the Institution or the Department.

C. Department's Responsibilities

1. The Department will contact the Agency by the following emergency contact methods: Fire Chief: telephone: (352) 540-4353) or 911.
2. The Department will provide to the Agency the Institution's site plan reflecting all fire hydrants, sprinkler system, water lines, and gas lines.
3. Upon prior notification to the Warden, the Department will make arrangements for the Agency's key staff to tour the Institution, or otherwise familiarize themselves with potential emergency scenarios at the Institution. All the staff responding from both parties will be appropriately trained.
4. The Department will invite the Agency's staff to participate in applicable simulations, exercises, or other emergency training at the Institution.
5. The Department will furnish as much requested support as the Institution is legally and administratively capable of providing; in turn, the Agency agrees to the same.

D. Joint Responsibilities

1. 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.
2. The Institution and Agency staff will report to the Institution's Administration Building which will serve as the external staging area.
3. Each party shall be responsible for verifying the identification of its own staff.

**III. FINANCIAL OBLIGATIONS**

The parties acknowledge that this Agreement does not create financial obligations between the parties. 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. Agreement Administrator

The title, address, and telephone number of the Agreement Administrator are:

Contract Administrator  
Bureau of Procurement  
Florida Department of Corrections  
501 South Calhoun Street, Suite 328  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-9773

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers.

**FOR THE DEPARTMENT**

Warden  
Hernando Correctional Institution  
16415 Spring Hill Drive  
Brooksville, Florida 34604-8167  
Telephone: (352) 754-6715  
Email:  
HernandoCI.WardenOffice@fdc.myflorida.com

**FOR THE AGENCY**

Patrick Taylor, Deputy Chief  
Hernando County Fire Rescue 15470  
Flight Path Drive Brooksville, Florida  
34604 Telephone: (352) 540-4353  
Email: ptaylor@hernandocounty.us

**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 for either party to agree to amend the Agreement terms.

Upon execution of this Agreement, with the exception of changes to Section IV. AGREEMENT MANAGEMENT, modifications shall be valid only through execution of a formal written amendment to the Agreement. Any changes to the information contained in Section IV. AGREEMENT MANAGEMENT, may 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' written 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' written notice by the Department or the Agency 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 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 serves as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein constitutes 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 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 Contractor Status

The Agency shall be an independent contractor in the performance of its duties and responsibilities under this Agreement. The Department will 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. This Agreement does not 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 Assistant Deputy Secretary of Institutions. The Assistant Deputy Secretary of Institutions shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agreement Managers and Contract 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 shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Agreement Manager.

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 PAGE INTENTIONALLY LEFT BLANK]

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

**AGENCY:**  
**HERNANDO COUNTY FIRE RESCUE**

SIGNED  
BY: \_\_\_\_\_

NAME: John Allocco

TITLE: Chairman, Board of County Commissioners

DATE: \_\_\_\_\_

FEIN: 59-1155275

**FLORIDA DEPARTMENT OF CORRECTIONS**

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

SIGNED  
BY: \_\_\_\_\_

NAME: Olyn J. Long

TITLE: Procurement Director

DATE: \_\_\_\_\_

SIGNED  
BY: \_\_\_\_\_

NAME: Dorothy M. Burnsed

TITLE: Deputy General Counsel

DATE: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY [Signature]  
County Attorney's Office