

CONTRACT BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
THE CITY OF GAINESVILLE

This Contract is between the Florida Department of Corrections ("Department") and the City of Gainesville ("Contractor"), 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 Contractor is a full-service, community-oriented policing law enforcement local government entity dedicated to partnering with its citizens for problem resolution through enhanced programs and citizen interaction;

WHEREAS, the City of Gainesville experienced increased gun violence in the year 2020;

WHEREAS, to combat the increased gun violence, the Contractor desires further expansion of its NSPIRE Interrupters Program;

WHEREAS, the Florida Legislature, in proviso (Specific Appropriation 687, Section 4, Ch. 2021-36), provided funding to the Department for Fiscal Year 2021-2022 for the expansion of the Contractor's NSPIRE Interrupters Program; and

WHEREAS, this Contract is entered into pursuant to Section 287.057(10), F.S., which authorizes a contract for contractual services to be awarded without competition if state or federal law prescribes with whom the agency must contract.

NOW THEREFORE, in consideration of the mutual promises herein, the Department and the Contractor agree as follows:

I. CONTRACT TERM

This Contract shall begin on July 1, 2021, or the date on which it is signed by both parties, whichever is later, and shall end on June 30, 2022. In the event this Contract is signed by the parties on different dates, the latter date shall control.

II. SCOPE OF AGREEMENT

A. Overview

The Contractor currently operates the NSPIRE Interrupters program in Gainesville, Florida. Based on the Center for Disease Control's (CDC) public health approach for gun violence, it prevents gun violence by targeting and treating those members of the community with the highest propensity for gun violence. The model uses the following strategies:

1. Detect potentially violent events and interrupt them to prevent violence through trained Interrupters. Attempt to peacefully mediate conflicts using techniques such as creating cognitive dissonance, derailing, changing the thought, changing the decision, providing information, delaying, and negotiating a compromise.
2. Provide ongoing behavior change for individuals who are at risk of participating in gun violence. The Interrupters provide mentoring and social services for those individuals as support for lifestyle changes.
3. Provide a community-oriented approach to gun violence prevention by changing the community culture. Through the assistance of law enforcement, local government, health services, and community members, the program strives to foster better relations among the community by collaboratively providing social services to members of the impacted communities.

All staff provided under this Contract will be hired by the Contractor and will not be considered employees of the Department.

B. Responsibilities of the Department

1. The Department will issue payment to the Contractor in accordance with Section III., Compensation.

C. Responsibilities of the Contractor

1. The Contractor shall establish four part-time NSPIRE Interrupter positions.
2. The Contractor shall provide all necessary training, including but not limited to training on the violence interrupter model provided by or similar to Cure Violence Global, mental health training, and first aid training.
3. The Contractor shall supply all materials and equipment for each Interrupter position, including but not limited to a laptop computer, mobile device, and safety vest.
4. The Contractor shall track all work and travel-related expenses to be submitted in accordance with Section III., Compensation.
5. The Contractor shall submit invoices no more frequently than monthly, including all supporting documentation as required in Section III., Compensation.

III. COMPENSATION

A. Payment

The Department will reimburse the Contractor monthly for the services it provides according to Section II of this Contract. The Contractor will provide, as applicable, the supporting documentation below:

- Timesheets for each position detailing hours worked and compensation;
- Receipts for all equipment purchased;
- Invoices for all travel or training-related expenses.

The Department will reimburse the Contractor for a maximum of \$230,000 for the 2021-2022 fiscal year. The Contractor is solely responsible for all costs incurred which exceed \$230,000. The Department will only reimburse the Contractor for travel in accordance with Chapter 215, F.S. Allowable travel expenditure rates found in Section 112.061, F.S.

IV. CONTRACT MANAGEMENT

A. Contract Administrator

The Contract Administrator is responsible for maintaining the official Contract file, processing any amendments, termination of the Contract, and maintaining records of all formal correspondence between the parties regarding the administration of this Contract.

The title, address, and telephone number of the Contract Administrator is:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street, Suite 328
Tallahassee, Florida 32399-2500
Telephone: (850) 717-9773
Fax: (850) 488-7189

B. Contract Managers

The parties have identified the following individuals as Contract Managers. These individuals are responsible for enforcing the performance of the Contract terms and conditions and shall serve as liaisons regarding issues arising out of this Contract.

FOR THE DEPARTMENT

Shawn Satterfield
Director of Community Corrections
501 South Calhoun Street
Tallahassee, Florida 32399
Telephone: (850) 717-3457
Email: Shawn.Satterfield@fdc.myflorida.com

FOR THE GAINESVILLE POLICE DEPARTMENT

Tony Jones
Chief of Police
545 NW 8th Avenue
Gainesville, Florida 32601
Telephone: (352) 373-7501
Email: jonestr@cityofgainesville.com

V. REVIEW AND MODIFICATION

Upon request of either party, both parties will review this Contract 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 Contract are necessary. There are no obligations to agree by either party.

After execution of this Contract, modifications to the provisions contained herein, with the exception of Section IV., Contract Management, shall be valid only through execution of a formal written amendment to the Agreement. Any changes in the information contained in Section IV., Contract

Management will be provided to the other party, in writing, and a copy of the written notification shall be maintained in the official Contract file.

VI. TERMINATION

This Contract 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 method whereby a receipt of delivery may be obtained.

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

VII. OTHER CONDITIONS

A. Public Records Law

The Contractor 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 Contractor in conjunction with this Agreement. The Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. Sovereign Immunity

The Contractor 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 is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a State contractor or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract.

C. Confidentiality

The Contractor shall ensure all staff assigned to this Contract maintain confidentiality with reference to individual participants receiving services in accordance with applicable local, State, and federal laws, rules, and regulations. The Department and the Contractor agree that all information and records obtained in the course of providing services under this Contract shall be subject to confidentiality and disclosure provisions of applicable federal and State statutes and regulations adopted pursuant thereto.

The Contractor 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 Contractor shall be considered an independent contractor in the performance of its duties and responsibilities under this Contract. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

E. Disputes

Any dispute concerning performance of the terms of this Contract shall be resolved informally by the Contract Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Community Corrections. The Assistant Secretary of Community Corrections shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager, and the Contract Administrator.

F. Notices

All notices required or permitted by this Contract shall be given, in writing, and by hand-delivery or email to the respective addresses of the parties as set forth in Section IV., Contract 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., Contract Management, above by written notice given to the other party as provided above.

G. Prison Rape Elimination Act (PREA)

The Contractor shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Contract Manager.

H. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, 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 Contractor 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 Contract 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 Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor'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 Contractor 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 Contractor 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 Contractor is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

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

**CONTRACTOR
CITY OF GAINESVILLE**

Approved as to form and legality, subject to execution.

SIGNED
BY: _____

SIGNED
BY: _____

NAME: Lee Feldman

NAME: Lee C. Libby

TITLE: City Manager

TITLE: Senior Assistant City Attorney

DATE: _____

DATE: _____

FEIN: _____

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED
BY: _____

SIGNED
BY: _____

NAME: Trueby K. Bodiford

NAME: Dorothy M. Burnsed

TITLE: Procurement Director

TITLE: Deputy General Counsel

DATE: _____

DATE: _____