

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 15, 2015 ¹⁷ Division: Monroe County Sheriff's Office
Bulk Item: Yes X No Department: Grants
Staff Contact Person/Phone #: Tamara Snider / 292-7092

AGENDA ITEM WORDING:

Approval of a Memorandum of Understanding (MOU) between the Monroe County Sheriff's Office and Monroe County Board of County Commissioners allocating funding in the amount of \$255,000.00 from within the county's budget to install and configure a jail security camera and intercom system.

ITEM BACKGROUND:

Transaction will be reported on FY15/16 for both the Sheriff and the BOCC

PREVIOUS RELEVANT BOCC ACTION:

None

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$255,000.00

BUDGETED: Yes X No

COST TO COUNTY: 0.00
Fund

SOURCE OF FUNDS: Capital Improvement

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty CLK OMB/Purchasing CB Risk Management MJ

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: **Monroe County Sheriff**

Effective Date: **10/01/2015**

Expiration Date: **09/30/2016**

Contract Purpose/Description Approval of a Memorandum of Understanding (MOU) between the Monroe County Sheriff's Office and Monroe County Board of County Commissioners allocating funding in the amount of \$255,000.00 from within the county's budget to install and configure a jail security camera and intercom system.

Contract Manager: Tamara Snider
(Name)

292-7092
(Ext.)

Monroe County Sheriff's Office
(Department)

for BOCC meeting on: **November 17, 2015** Agenda Deadline: **November 3, 2015**

CONTRACT COSTS

Total Dollar Value of Contract: **\$255,000.00**

Current Year Portion:

Budgeted? Yes No

Account Codes: _____ -XXXXXX



County Match: **\$0.00**

ADDITIONAL COSTS

Estimated Ongoing Costs: **\$0.00**

(Not included in dollar value above)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		<u>10/28/15</u>
Risk Management	<u>11-3-15</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		<u>11-3-15</u>
O.M.B./Purchasing	<u>11/3/15</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Christina Brockwell</u>	<u>11/3/15</u>
County Attorney	<u>10/28/15</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Cynthia L. Hall</u>	<u>10-28-2015</u>

Comments: _____

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____, 2015, by and between the Monroe County Board of County Commissioners, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040, hereinafter referred to as "COUNTY," and The Monroe County Sheriff's Office, hereinafter referred to as "SHERIFF."

WITNESSETH

WHEREAS, the SHERIFF has been designated by COUNTY to be the chief correctional officer of the county correctional system pursuant Florida Statutes §951.061(1), and

WHEREAS, the jail security camera system at the Monroe County Jail is in need of an upgrade to include door controls and intercoms at each door, and

WHEREAS, the SHERIFF has purchased the equipment necessary to complete the upgrade, and

WHEREAS, the COUNTY has agreed to provide the SHERIFF with the funding necessary to pay for the installation and configuration of said equipment and has already budgeted this expense in its capital plan, and

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth herein, the COUNTY and the SHERIFF agree as follows:

1. **TERM** - The term of this Agreement is from September 1, 2015, through September 30, 2016, the date of the signature by the parties notwithstanding.
2. **SERVICES** - The SHERIFF has purchased and received the equipment required to upgrade the Monroe County Jail security camera system. The COUNTY will reimburse the SHERIFF for the installation and configuration of the said equipment up to \$255,000, or the actual cost, whichever is less. Said funds will be used for the installation of the equipment, to interface it with the existing camera system, and for other costs associated therewith.
3. **OWNERSHIP** - The SHERIFF will retain ownership of the approved equipment and will maintain the items on the Sheriff's inventory.
4. **FUNDS** - The total project budget to be expended by the SHERIFF pursuant to this agreement shall be a maximum of \$255,000.
5. **BILLING AND PAYMENT** - The SHERIFF has procured a vendor through a separate agreement (hereinafter "Vendor Agreement") to update the system. Pursuant to the Vendor Agreement, the SHERIFF'S payments to the vendor are contingent on certain defined milestones. Upon completion of each milestone,

SHERIFF shall render to the COUNTY an itemized invoice, properly dated, describing the milestone payment paid to the vendor.

Upon receipt of appropriate proper invoice, as described above and as defined in the Florida Local Government Prompt Payment Act, the COUNTY shall reimburse the SHERIFF for the said expenditures.

6. NOTICES - Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, and sent to:

FOR COUNTY

Monroe County Administrator
Ramsay
1100 Simonton Street
Key West, FL 33040

FOR PROVIDER

Monroe County Sheriff Richard A.
5525 College Road
Key West, FL 33040

Either of the parties may change, by written notice as provided above, the addresses or persons for receipt of notices.

7. COMPLIANCE WITH LAWS AND REGULATIONS - In providing all services pursuant to this Agreement, the SHERIFF shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement immediately upon delivery of written notice of termination to the SHERIFF. If the SHERIFF receives notice of material breach, it will have thirty days in order to cure the material breach of the contract. If, after thirty (30) days, the breach has not been cured, the contract will automatically be terminated.

8. ASSIGNMENTS AND SUBCONTRACTING - Neither party to this Agreement shall assign this Agreement or any interest under this Agreement, or subcontract any of its obligations under this Agreement, without the written consent of the other.

9. ENTIRE AGREEMENT

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purposes herein expressed at Monroe County, Florida, on the day and year first written above.

(SEAL)

ATTEST: AMY HEAVILIN, Clerk

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

MONROE COUNTY SHERIFF'S OFFICE

By: *Rich Ramsey*
Title: SHERIFF

Witness

**MONROE COUNTY SHERIFF'S OFFICE
APPROVED AS TO FORM:**

[Signature]
PATRICK J. McCULLAH
GENERAL COUNSEL
DATE: 10/27/2015

**MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:**

Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 10-28-2015