

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE FLORIDA DEPARTMENT OF CORRECTIONS**

**AND**

**CITY OF OCALA POLICE DEPARTMENT**

This Memorandum of Agreement (“Agreement”) is between the Florida Department of Corrections (“Department”) and the Ocala Police Department (“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.); and

WHEREAS, this Agreement is entered into for the purpose of establishing and maintaining support during an actual or anticipated emergency or escape at the Department’s Florida Women’s Reception Center (“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. TERM OF AGREEMENT**

A. Agreement Term

This Agreement shall begin on June 19, 2025, or the date it is signed by both parties and shall end on June 18, 2030. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

B. Agreement Renewal

The parties have the option to renew this Agreement, in whole or in part, for up to an additional five (5) years beyond the initial term or portions thereof, upon written agreement of both parties, and upon the same terms and conditions contained herein. Exercise of a renewal option shall be conditioned, at minimum, upon the Agency’s performance of the Agreement. The Department, if it desires to exercise the 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 Agreement Administrator is responsible for maintaining the Agreement Administration file, drafting and processing all amendments, maintaining records of all formal correspondence between the parties regarding the administration of this Agreement, and terminating the Agreement, if necessary.
2. **Agreement Manager:** The Agreement Managers are responsible for enforcing the performance of the Agreement terms and conditions and shall serve as liaisons between each party and the other.
3. **Inmate:** An Inmate is a person who is incarcerated by the Department and confined to an Institution or hospital.
4. **Institution:** As used herein refers to Florida Women's Reception Center, an Institution designed for the confinement or rehabilitation of criminal offenders.
3. **Warden:** The Warden is the official who supervises all of the operations within the Institution.

**B. Agency's Responsibilities**

1. The Agency shall contact the Department by the following emergency contact method at the Institution, through the Warden: (352) 840-8000.
2. In the event the Institution has reason to believe that an emergency or escape is imminent, the Agency agrees to respond, upon the Department's notification, 24 hours per day, seven (7) days per week with the following resources:
  - a. As appropriate, the Agency will gather the necessary personnel support;
  - b. Support in the event of a riot, disorder, or a hostage situation;
  - c. Communications assistance; and
  - d. Other assistance as deemed necessary and available.
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.
4. The Agency shall adhere to any and all relevant security guidelines, including but not limited to, Department Procedure 602.016, "Entering and Exiting Department of Corrections Institutions" and the "Security Requirements for Contractors," included as **Attachment A**. These requirements are subject to change.

**C. Department's Responsibilities**

1. The Department will contact the Agency by the following emergency contact methods: Chief of Police: (352) 369-7172 or 911.
2. The Department will notify the Agency through the Chief of Police: (352) 369-7172 or 911 Emergency Number and provide sufficient details about the incident that initiated the need to call.

3. If an Inmate escape occurs, the Department will provide an initial description of the escapee(s), including his or her name(s), race(s), physical description(s), clothing last seen wearing, noticeable marks and or scars, and other pertinent information.
  - a. The Department will dispatch armed patrols to pre-assigned areas and adjust patrols according to the determined route of Inmate(s) travel, pursuant to, and as used in, Department Procedure 602.034 "Perimeter Security."
  - b. The Department will provide a copy of the escapee(s) photo to the Agency and update the Agency regarding the direction of travel of the escaped Inmate(s).
  - c. The Department will update the Agency regarding the location of the Institution's armed stationary and patrolling units and continue search efforts until recapture is effected or the search is suspended.
4. 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.
5. The Department will invite the Agency's staff to participate in applicable simulations, exercises, or other emergency training at the Institution.
6. 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; the Institution and the Agency's command staff will directly supervise their own participating staff.
2. Both 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 its own costs.

**IV. AGREEMENT MANAGEMENT**

**A. Department's 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  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-3700  
Email: [ContractAdmin@fdc.myflorida.com](mailto:ContractAdmin@fdc.myflorida.com)

**B. Agreement Managers**

**FOR THE DEPARTMENT:**

Warden  
Florida Women's Reception Center  
3700 NW 111<sup>th</sup> Place  
Ocala, Florida 34482-1479  
Telephone: (352) 840-8000  
Email:  
[FloridaWomen'sRC.Warden'sOffice@fdc.myflorida.com](mailto:FloridaWomen'sRC.Warden'sOffice@fdc.myflorida.com)

**FOR THE AGENCY:**

Michael Balken, Chief of Police  
Ocala Police Department  
402 South Pine Avenue  
Ocala, Florida 34471  
Telephone: (352) 369-7000  
Email: [mbalken@ocalapd.gov](mailto:mbalken@ocalapd.gov)

**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 in 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**

**A. Termination at Will**

This Agreement may be terminated at any time upon the mutual consent of all parties or unilaterally by any party upon no less than thirty (30) calendar days' written notice. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained.

**B. Termination for Cause**

This Agreement may be terminated within 24 hours' written notice by the Department for any failure of the Agency to comply with the terms of this Agreement or any applicable Florida law.

**C. Termination for Unauthorized Employment of Transport**

Violation of the provisions of the Immigration and Nationality Act related to Unauthorized Employment in Section 274A (8 U.S.C. 1324a) or Transport in Section 274 (8 U.S.C. 1324) shall be grounds for unilateral cancellation of this Agreement.

## VII. OTHER CONDITIONS

### A. Public Records Law

The Agency 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 Agreement term and following completion of this Agreement if the Contractor does not transfer the records to the Department; and (d) upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor 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 this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Agreement, unless the records are exempt from §24(a) of Art. I of the State Constitution or §119.071 F.S.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor'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) 717-9774**

**Fax: (850) 922-4355**

**Website:**

**[https://floridadoc.govqa.us/WEBAPP/rs/\(S\(mxurvkh004wtw1eym15f4x\)\)/SupportHome.aspx](https://floridadoc.govqa.us/WEBAPP/rs/(S(mxurvkh004wtw1eym15f4x))/SupportHome.aspx)**

### 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 Agency shall ensure all staff assigned to this Agreement 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 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, regulations and Department Procedures 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 Department's 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 Agency, the Agreement Managers, and the Agreement 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

The Agency shall comply with the national standards to prevent, detect, and respond to prison rape under PREA, Federal Rule 28 C.F.R. Part 115. The Agency's employees who will enter the secured perimeter shall also comply with all Department policies and procedures that relate to PREA (see FDC Procedure 602.053) and immediately report any suspected/reported PREA violations as advised of and agreed to in the NI1-127 form.

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 unforeseeable 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 Section 287.058(7) F.S., 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.

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

**AGENCY:**  
**CITY OF OCALA POLICE DEPARTMENT**

SIGNED  
BY: 

NAME: Michael Balken

TITLE: Chief of Police

DATE: May 7, 2025

FEIN: 59-6000392

**FLORIDA DEPARTMENT OF CORRECTIONS**

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

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

NAME: J. Olyn Long

TITLE: Procurement Director

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

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

NAME: Kristen Clemons

TITLE: Deputy General Counsel

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



Firm Representing: \_\_\_\_\_

Contractor/Vendor

Employee Name: \_\_\_\_\_  
(Print)

**FLORIDA DEPARTMENT OF CORRECTIONS**  
**SECURITY REQUIREMENTS FOR CONTRACTORS**

**944.47 Introduction, removal, or possession of contraband; penalty.**

(1)(a) Except through regular channels as authorized by the officer in charge of the correctional institution, it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send therefrom, any of the following articles which are hereby declared to be contraband for the purposes of this section, to wit:

1. Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
2. Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
3. Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
4. Any controlled substance as defined in section 893.02(4), marijuana as defined in section 381.986, hemp as defined in section 581.217, industrial hemp as defined in section 1004.4473, or any prescription or nonprescription drug having a hypnotic, stimulating, or depressing effect.
5. Any firearm or weapon of any kind or any explosive substance.
6. Any cellular telephone or other portable communication device intentionally and unlawfully introduced inside the secure perimeter of any state correctional institution without prior authorization or consent from the officer in charge of such correctional institution. As used in this subparagraph, the term "portable communication device" means any device carried, worn, or stored which is designed or intended to receive or transmit verbal or written messages, access, or store data, or connect electronically to the Internet or any other electronic device and which allows communications in any form. Such devices include, but are not limited to, portable two-way pagers, hand-held radios, cellular telephones, Blackberry-type devices, personal digital assistants or PDA's, laptop computers, or any components of these devices which are intended to be used to assemble such devices. The term also includes any new technology that is developed for similar purposes. Excluded from this definition is any device having communication capabilities which has been approved or issued by the department for investigative or institutional security purposes or for conducting other state business.
7. Any vapor-generating electronic device as defined in section 386.203, intentionally and unlawfully introduced inside the secure perimeter of any state correctional institution.

(b) It is unlawful to transmit or attempt to transmit to, or cause or attempt to cause to be transmitted to or received by, any inmate of any state correctional institution any article or thing declared by this

subsection to be contraband, at any place which is outside the grounds of such institution, except through regular channels as authorized by the officer in charge of such correctional institution.

(c) It is unlawful for any inmate of any state correctional institution or any person while upon the grounds of any state correctional institution to be in actual or constructive possession of any article or thing declared by this section to be contraband, except as authorized by the officer in charge of such correctional institution.

(2)(a) A person who violates this section as it pertains to an article of contraband described in subparagraph (1)(a)1., subparagraph (1)(a)2., or subparagraph (1)(a)6. commits a felony of the third degree, punishable as provided in section 775.082, section 775.083, or section 775.084. A person who violates this section as it pertains to an article of contraband described in subparagraph (1)(a)7. commits a misdemeanor of the first degree, punishable as provided in section 775.082 or section 775.083. Otherwise, a violation of this section is a felony of the second degree, punishable as provided in section 775.082, section 775.083, or section 775.084.

(b) A violation of this section by an employee, as defined in section 944.115(2)(b), who uses or attempts to use the powers, rights, privileges, duties, or position of her or his employment in the commission of the violation is ranked one level above the ranking specified in section 921.0022 or section 921.0023 for the offense committed.

**In addition to the statutory requirements, these are additional security guidelines:**

- (1) Absolutely, no transactions between contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- (2) No communication with inmates, verbal or otherwise, is permitted without the authorization of the officer-in-charge.
- (3) Keep all keys in your pockets. Do not leave keys in the ignition locks of motor vehicles. All vehicles must be locked, and windows rolled up when parked on state property. Wheel-locking devices may also be required.
- (4) Establish with the Institutional Warden and/or Chief of Security where construction vehicles should be parked and staging area for materials storage.
- (5) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the institution.
- (6) Strict tool control will be enforced at all times. Tools within the correctional institution are classified as Class AA, A, or B.
  - (a) Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire rapidly and effectively.
  - (b) Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates.
  - (c) Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times.

- (d) At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by security staff. You must have two copies of the correct inventory with each toolbox; one copy will be used and retained by security staff who will search and ensure a proper inventory of tools each time the toolbox is brought into the facility, the other copy will remain with the toolbox at all times. Tools should be kept to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.
- (7) Prior approval must be obtained from the Chief of Security before bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.
- (8) All construction materials will be delivered into the compound on trucks entering through the sallyport gate. As the security check of vehicles is an intensive and time-consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.
- (9) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff, and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
- (10) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval before shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- (11) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project. **The Department, represented by the institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.**

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**Contractor/Vendor Signature**

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**Date**

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**FDC Staff Witness Signature**