

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE FLORIDA DEPARTMENT OF CORRECTIONS**  
**AND**  
**EUSTIS POLICE DEPARTMENT**

This Memorandum of Agreement (“Agreement”) is between the Florida Department of Corrections (“Department”) and the Eustis Police Department (“Agency”), located in Lake County, Florida, 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 Department and the Agency are governmental offices entering into this Agreement in Region III, Circuit 5;

WHEREAS, the diverse responsibilities and services provided by the Department and the Agency are integral to the administration of criminal justice and offender reentry in Lake County, Florida;

WHEREAS, the Department and the Agency recognize that providing offenders with reentry assistance, as appropriate, is an anti-crime measure that reduces victimization, recidivism, and state spending on corrections;

WHEREAS, the Department and the Agency agree that offenders may face challenges to successful reentry, and can have difficulty identifying support services in their community prior to release;

WHEREAS, the Department and the Agency share the common goal of promoting public safety for the citizens of Lake County, Florida, by reducing crime and recidivism by offenders under community supervision in the county through the efficient administration of policing and correctional services;

WHEREAS, the Department and the Agency recognize that the effective performance of their respective duties and the quality of the administration of this Agreement are dependent upon the efficient interaction of their offices and the mutual exchange of information and records; and

WHEREAS, the Department and the Agency recognize that a team problem-solving approach will more effectively address the issues facing their respective offices and that each could benefit from the other due to the variety of their collective perspectives, experiences, and available resources.

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 March 10, 2026, or the date it is signed by both parties, whichever is later, and shall end on March 9, 2031. 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 for up to an additional five (5) year period beyond the initial Agreement term, in whole or in part, upon written agreement of both parties, and upon the same terms and conditions contained herein. Exercise of the renewal option shall be conditioned, at a minimum, upon the Agency's performance of the Agreement. The Department, if it desires to exercise the renewal option, will provide written notice to the Agency no later than 30 calendar days prior to the Agreement 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 designee, who is responsible for maintaining the official Agreement 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 Department or Agency employee, or their designee, who is responsible for enforcing the performance of the Agreement terms and conditions and shall serve as liaisons between each party and the other.

### B. Overview

The parties agree to work together to improve the administration of criminal justice and reentry services in Lake County, Florida, by:

1. Improving the efficiency of the interaction of their offices;
2. Facilitating the exchange of information and records between the parties collected and maintained by each; and
3. Wherever pertinent, utilizing a team problem-solving approach to address the issues facing their respective offices and the criminal justice system.

Each party will retain responsibility for its personnel, and its fiscal and general administrative services utilized in support of this Agreement.

The parties agree to support and participate in this Agreement and its endeavors, objectives, and goals, which are directed only towards offenders under the supervision of the Department.

**C. Responsibilities of the Department**

The Department agrees, as resources allow, to perform the following duties in support of this Agreement:

1. Dedicate certain officers and resources to identify dangerous at-risk offenders under supervision;
2. Exchange with the Agency the following current information on absconders and offenders under the Department's supervision: addresses, offenses, conditions of supervision, and criminal histories;
3. Make initial contact with supervised offenders unless the situation dictates a warrantless arrest where the probation officer needs assistance from the Agency's officers, or other law enforcement agency officers, in arresting and transporting the offender to the county jail;
4. Compile and disseminate to Agreement participants pertinent reports on the status of targeted offenders;
5. Participate in Agency ride-alongs, to familiarize the Agency with the whereabouts, descriptions, and conditions of supervision of its community control offenders, sexual predators, sexual offenders, and high-risk offenders and to ensure that all violations are communicated to the supervising officers for notification to the applicable sentencing authority. All Department officers who volunteer for Agency ride-alongs must have received current mandatory use-of-force training, in accordance with Department Procedure 302.313 "Use of Force in Community Corrections." Probation officers with less than six (6) months' experience will be accompanied by a supervisor, senior officer, or specialist;
6. Provide violation warrants, or a probable cause affidavit, to the Agency to conduct a warrantless arrest to expedite the arrest process for an active warrant and assist the Agency, as necessary, in serving those warrants;
7. Conduct administrative searches, in accordance with Department Procedure 302.311 "Plain View Observations, Walk Through Visual Inspections, Searches, and Warrantless Arrests," to ensure that offenders are in compliance with their terms of supervision; and
8. Provide briefings to Agency's officers, in accordance with Rule 33-302.105, Florida Administrative Code (F.A.C.), and with Department Procedure 302.311 "Plain View Observations, Walk Through Visual Inspections, Searches, and Warrantless Arrests," on participation in warrantless arrests.
9. The Department will not participate in law enforcement activities where no Department offender is involved.

**D. Responsibilities of the Agency**

The Agency agrees, at its sole discretion and as resources allow, to perform the following duties in support of this Agreement:

1. Exchange with the Department current information and documentation on absconders and offenders under the supervision of the Department;
2. Assist probation officers on field visits to offender residences and places of employment, as necessary, to execute a warrant or warrantless arrest;
3. Assist probation officers in serving violation of supervision and absconder warrants.
4. Provide safety for probation officers, while they conduct administrative searches to ensure the offender's compliance with the terms of supervision, by controlling the offender, family members, or others present during the search, and may transport the offender to the county jail if warranted;
5. Assist in identifying, receipting, and securing any property seized during a search conducted by the Department;
6. Advise the Department of any violations of supervision that an offender commits in the presence of the Agency's officer(s), and may conduct a warrantless arrest upon confirmation with the Department that a violation has occurred;
7. Assist the Department in transporting and arresting absconders or offenders within the jurisdiction of Lake County, Florida, or as otherwise permitted by law if the offender is found to violate supervision;
8. Conduct surveillance on high-risk offenders, as permitted by law, to locate an offender to conduct an arrest;
9. Provide the opportunity for Department officers to participate in Agency ride-alongs, to become familiar with the whereabouts, descriptions, and specified conditions of supervision of community control offenders, sexual predators, sexual offenders, and high-risk offenders, to ensure that all violations are communicated to the assigned supervising officer(s) for notification to the appropriate sentencing authority; and
10. Assist the Department's officers with monitoring the offender's compliance with supervision sanctions, by conducting a warrantless arrest if an offender is observed violating the terms or conditions of supervision in the community.

E. Joint Responsibilities

The parties mutually agree, as resources allow, to perform the following duties in support of this Agreement:

1. To further enhance public safety, each party agrees to commit its available resources to apprehend probationers, parolees, conditional releasees, and any other offenders under the supervision of the Department who have violated supervision terms established by the applicable sentencing authority.
2. Because a successful reentry strategy provides safer Florida communities, each party agrees that its available resources must be coordinated to provide offenders and ex-offenders the skills and support systems needed to successfully reintegrate into their communities.

3. Each party agrees to provide a designee to attend and serve as its representative at Agreement meetings, and meetings will be regularly held to discuss issues and methods to better achieve the goals of the Agreement.
4. The parties agree to exchange information as to their respective duties, responsibilities, and roles within the criminal justice system and offender reentry, their required interaction with, and reliance on, the other party, and their goals and objectives to maximize the use of resources and personnel to ensure successful offender reentry.
5. The parties agree to the extent allowable by law, rule, or regulation, to provide an immediate exchange of information regarding offenders, including suspected violations of supervision.
6. To maximize the use of resources and personnel, the parties agree to identify common, shared, or related duties, responsibilities, and goals and to coordinate the delivery of services to eliminate duplicity of effort and unnecessary cost.
7. The parties agree to discuss and establish Agreement-related policies and procedures for sharing or pooling resources and equipment to assist in improving the delivery and quality of their services.
8. The parties agree to review Agreement-related policies and procedures for communicating the initiatives and directives of the Agreement to their respective personnel for action and implementation.
9. The parties agree to discuss, formulate, and implement plans to educate the public about the duties and responsibilities of their respective offices.

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

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers.

**FOR THE DEPARTMENT**

Jeffrey King  
Circuit Administrator, Circuit 5  
4416 S. Highway 301  
Bushnell, Florida 33513  
Telephone: (352) 609-6105  
Email: [Jeffrey.King@fdc.myflorida.com](mailto:Jeffrey.King@fdc.myflorida.com)

**FOR THE AGENCY**

Craig Capri, Chief  
Eustis Police Department  
51 East Norton Avenue  
Eustis, Florida 32726  
Telephone: (352) 483-5400  
Email: [capric@ci.eustis.fl.us](mailto:capric@ci.eustis.fl.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 the 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 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.

B. Termination for Cause

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.

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

**If the Agency has questions regarding the application of Chapter 119, Florida Statutes, to the Agency'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\(mxurvkh004wtw1eym m15f4x\)\)/SupportHome.aspx](https://floridadoc.govqa.us/WEBAPP/_rs/(S(mxurvkh004wtw1eym m15f4x))/SupportHome.aspx)**

**B. Sovereign Immunity**

The Department and the Agency 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 individuals 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, and regulations adopted pursuant thereto.

The parties agree to keep all personnel information of the other party (i.e., staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released in writing, by the other party.

D. Independent Contractor Status

The Agency is 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 is not a partnership or a joint venture between the parties.

E. Disputes

Any dispute arising from 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 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 Agency, the Agreement Manager, 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. 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 if sent on a business day between the hours of 8 a.m. and 5 p.m. All notices by email transmitted after 5 p.m. shall be deemed received on the following business day unless the Agreement specifies otherwise. Either party may change the names, addresses, or telephone numbers set forth in Section IV. AGREEMENT MANAGEMENT, 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 the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Agency's staff who will enter the secured perimeter shall also comply with all Department policies and procedures that relate to PREA (see Procedure 602.053) and immediately report any suspected/reported PREA violations as advised of and agreed to in the NI1-127 form to the Agreement Manager for the Department verbally and follow up with a written notification to the Agreement Manager within 24 hours of learning about the suspected PREA violation.

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:**  
**EUSTIS POLICE DEPARTMENT**

SIGNED  
BY: \_\_\_\_\_  
  
NAME: \_\_\_\_\_  
  
TITLE: \_\_\_\_\_  
  
DATE: \_\_\_\_\_  
  
FEID# \_\_\_\_\_

**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**