

CM/rrp
06/11/2026

RESOLUTION NO 2026 – 070
CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, ADOPTING THE MEMORANDUM OF AGREEMENT WITH FLORIDA DEPARTMENT OF CORRECTIONS TO MAINTAIN SUPPORT DURING A FIRE EMERGENCY AT THE COLUMBIA CORRECTIONAL INSTITUTION AND/OR LAKE CITY COMMUNITY RELEASE CENTER; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ADOPTING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the “City”) desires to enter into a Memorandum of Agreement with the Florida Department of Corrections (the “Agency”) to maintain support during an actual or anticipated fire emergency at the Columbia Correctional Institution and/or Lake City Community Release Center (the “Services”); and

WHEREAS, the City and the Agency desire to provide the Services pursuant to the terms of the Memorandum of Agreement between the City and the Agency in the form of the agreement attached hereto (the “Agreement”); and

WHEREAS, the City Council finds adopting the Agreement in the form of the Exhibit attached hereto is in the public or community interest and for public welfare; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Adopting the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and

4. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
5. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of June, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA:

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

MEMORANDUM OF AGREEMENT
BETWEEN
THE FLORIDA DEPARTMENT OF CORRECTIONS
AND
CITY OF LAKE CITY FIRE DEPARTMENT

This Memorandum of Agreement (“Agreement”) is between the Florida Department of Corrections (“Department”) and the City of Lake City Fire 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, the purpose of this Agreement is to establish and maintain support during a fire emergency at the Department’s Lake City Community Release Center under the parent institution of the Columbia 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 July 1, 2026, and shall end on June 30, 2031.

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.
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 methods:
Warden: (386) 754-7600.
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: (386) 758-5444 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
Tallahassee, Florida 32399
Telephone: (850) 717-3700
Email: ContractAdmin@fdc.myflorida.com

B. Agreement Managers

The parties have identified the following individuals as Agreement Managers.

FOR THE DEPARTMENT

Warden
Columbia Correctional Institution
216 S. E. Corrections
Way Lake City, Florida 32025
Telephone: (386) 754-7600
Email:
ColumbiaCI.WardenOffice@fdc.myflorida.com

FOR THE AGENCY

Josh Wehinger, Fire Chief
City of Lake City Fire Department
225 NW Main Blvd.
Lake City, Florida 32055
Telephone: (386) 758-5444
Email: WehingerJ@lcfla.com

**FOR THE LAKE CITY BRIDGE
COMMUNITY RELEASE CENTER**

Kenneth Roundtree
Director
1099 N.W. Dot Gln
Lake City, Florida 32055-2564
Telephone: (386) 628-5129
Fax: (386) 628-5130
Email: Kroundtree@bridgesofflorida.org

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 "Unlawful employment of aliens" in Section 274A (8 U.S.C. 1324a) or "Bringing in and harboring certain aliens" 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 or the Agreement obligations; (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 Chapter 119, F.S., 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 or the Agreement obligations. 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 Section 287.058(1)(c), Florida Statutes (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 Participating Entity in conjunction with the Agreement, unless the records are exempt from §24(a) of Art. I of the State Constitution and Section 119.07(1), F.S.

If the Participating Entity has questions regarding the application of Chapter 119, Florida Statutes, to the Participating Entity'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\(mxurvkh004wtw1eymm15f4x\)\)/SupportHome.aspx](https://floridadoc.govqa.us/WEBAPP/rs/(S(mxurvkh004wtw1eymm15f4x))/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 or procedures 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 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 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 (PREA)

The Agency shall comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), 28 C.F.R. Part 115. The Agency staff who will not enter the secured perimeter, but can be on property in the presence of an inmate, shall also comply with all Department policies and procedures that relate to PREA (see Department Procedure 602.053, "Prison Rape: Prevention, Detection, and Response") and immediately report any suspected/reported PREA violations to the Agreement Manager for the Department and the Warden's office verbally and follow up with a written notification to the Agreement Manager and Warden's office 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 (ADA), 42 U.S.C. § 12101, et. seq. In the event of the Participating Entity's noncompliance with the nondiscrimination clauses, the ADA, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, and the Participating Entity 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.

REMAINDER OF THIS 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:
CITY OF LAKE CITY FIRE DEPARTMENT**

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____
FEIN: _____

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: _____