

ALACHUA COUNTY BOARD OF COMMISSIONNERS

MEMORANDUM OF UNDERSTANDING

BETWEEN

BRADFORD COUNTY SHERIFF'S OFFICE DEPARTMENT OF THE JAIL

AND

**ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS, ON BEHALF OF VICTIM SERVICES AND RAPE
CRISIS CENTER**

Pursuant to the Prison Rape Elimination ACT of 2003, this Memorandum of Understanding is entered into between the Bradford County Sheriff on behalf of the Department of the Jail, herein after referred to as BCSODOJ, and Alachua County, a charter county and political subdivision of Florida, by and through its board of County Commissioners, on behalf of the Victim Services and Rape Crisis Center ("Participating Entity"), herein referred to as RCC.

PURPOSE/SCOPE

A. The purpose of this MOU is to assure a unified effort between the entities involved to provide any incarcerated inmate with confidential emotional support services related to sexual abuse occurring during an inmate's incarceration as required by Standards 115.21 and 115.53 of the National Standards to Prevent, Detect, and Respond to Prison Rape, adopted by the Department of Justice in 2012 (National Standards).

B. This MOU shall not affect any terms of any pre-existing contract between the parties.

Section I

I. RESPONSIBILITIES

A. Alachua County Board of County Commissioners Victim Services Rape Crisis Center shall:

1. Provide to BCSODOJ a list of current rape crisis center personnel authorized to act as the point of contact to implement this Agreement, develop additional operational details, and respond to a report of sexual abuse or a request for help from an inmate who has alleged sexual abuse. This list should include names, titles, telephone numbers, e-mail address, and be updated as necessary.

2. Respond to a request from any inmate at BCSODOJ who alleges sexual abuse to provide support services related to sexual abuse including, hospital accompaniment during the forensic medical examination, in-hospital investigatory interviews, emotional support services, information referrals, and follow-up crisis counseling on request of the inmate. Up to three (3) counseling sessions will be provided for each requesting inmate as deemed necessary by rape crisis personnel and coordinated through the BCSODOJ PREA

Coordinator. Crisis counseling provided via the crisis hotline will be available on a 24/7 basis.

3. Report an allegation of sexual abuse to BCSODOJ if requested by the inmate.

BCSODOJ PREA Compliance Manager: Major Dawn McKinley

Name: Dawn McKinley

Title: Bureau Chief

Phone Number: Office: 904-966-6359

Email: dawn_mckinley@bradfordsheriff.org

4. Comply with all necessary security clearances, as required by the BCSODOJ.

5. Advise inmates who contact the RCC that services are limited to support and advocacy for a sexual abuse incident occurring at BCSODOJ.

6. Provide to BCSODOJ a mailing address to disseminate to the inmate population so that inmates may contact the RCC if they wish to receive support services related to a sexual abuse incident that occurs at BCSODOJ.

7. Maintain confidentiality as required by state and federal laws for rape crisis center personnel.

8. Communicate any questions or concerns to the BCSODOJ PREA Coordinator or his/her designee at monthly in-person meetings or the appropriate facility staff, with phone calls in between meetings as needed.

B. Bradford County Sheriff's Office Department of the Jail shall:

1. Provide to RCC, a list of persons authorized to act as point of contact to implement this Agreement and develop additional operational details. This list shall include names, titles, telephone numbers and email addresses, and be updated as necessary.

2. Make involvement of RCC personnel a component of the Standard Operating Procedures to a report of sexual abuse giving the inmate contact information for access to outside victim advocates for emotional support services related to sexual abuse.

3. Complete all necessary security clearances, as required and appropriate by the BCSODOJ.

4. Allow entry of RCC personnel who meet all required guidelines as outlined in Section 1. Item 1 above and pass BCSODOJ security clearance.

5. Work with the RCC to set up any requested crisis counseling sessions between an inmate who has alleged sexual abuse and RCC personnel and provide adequate meeting area where sufficient confidentiality can be maintained during said counseling sessions. Up to three (3) sessions will be provided for

each requesting inmate as deemed necessary by the RCC personnel.

6. Contact the RCC to request RCC personnel accompany and support the Inmate survivor of sexual violence through the forensic medical examination process and investigatory interviews. Inmate survivor of sexual violence will be escorted to the hospital by a security officer who is not the identified perpetrator.
7. Upon the request of RCC personnel, ensure that appropriate BCSODOJ personnel is present to ensure safety and security of all.
8. Facilitate any follow-up and on-going contact as requested by the RCC personnel between the inmate survivor of sexual violence and RCC personnel without regard to the status of an investigation.
9. Communicate any questions or concerns to the appropriate RCC staff or personnel.

Section II

For the purpose of this document:

Emotional support services are defined as 24-hour crisis hotline, hospital accompaniment and in person crisis counseling.

Inmate survivors of sexual violence are defined as persons incarcerated in BCSODOJ who has experienced sexual assault or abuse at any time in their life.

Designated rape crisis center personnel are defined as personnel affiliated with the Alachua County Board of Commissioners who meet the qualifications for sexual battery counselor and/or sexual assault counselor as defined in FS. 90.5035 and FS. 794.055.

Sexual assault client counselor privilege is defined in FS 90.5035 as "communication between a sexual assault counselor or trained volunteer and a victim is "confidential" if it is not intended to be disclosed to third persons. This protection applies as long as the communication is not intended to be disclosed to persons other than those present to further the interest of the victim in the interview, those persons necessary for the transmission of the communication and those persons to whom the disclosure is reasonably necessary to accomplish the purpose for which the sexual assault counselor is consulted.

Rape Crisis Center volunteer means a citizen, not salaried who has completed 30 hours of Advocacy Core Training and provides sexual assault services on behalf of the RCC.

Section III

I. GENERAL PROVISIONS

A. Period of Agreement and Termination:

1. This MOU shall become effective upon the date of final signature of both parties, as designated below, and remain in effect for three (3) years, or unless terminated earlier by mutual agreement, or by either party upon thirty days advanced written notice to the other party.

2. This MOU may be suspended or terminated by the BCSODOJ at any time for reasons related to institution security.

B. Modification Procedure:

Either party may propose to amend or modify this MOU at any time. All proposed amendments or modifications will be in writing and will become effective only upon the written agreement of both parties.

C. Liability/Indemnity:

1. Either party shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other party.
2. Each party shall cooperate with the other party in the investigation and resolution of any administrative claims and/or litigation arising from conduct related to this.

D. Severability:

If any provisions of this Agreement are determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

E. State of Emergency:

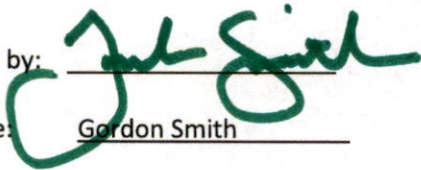
1. In the case of a pandemic the services would be limited to telephonic with an exception on a case-by-case basis if needed.
2. If there is a disruption of services in the event of a declared emergency, both agencies (Alachua County Victim Services and Rape Crisis Center and the Bradford County Sheriff's Office Department of Jail) will find ways to safely, and effectively provide services to clients via telephone services that are confidential.
3. The Bradford County Sheriff's Office Department of Jail will continue to provide confidential areas that allow for adequate space for social distancing, if required per county or state ordinance, and an area that is properly cleaned/sanitized.

Section IV


The individuals executing this agreement on behalf of each party warrants that he/she is authorized to execute the agreement on behalf of their prospective agencies and that the agency will be bound by the terms and conditions herein. The understanding between all parties is that there are no funds obligate under this agreement.

In Witness Whereof, the undersigned, duty-authorized officers hereby subscribe their names on behalf of Bradford County Sheriff's Office and Alachua County Board of County Commissioners:

BRADFORD COUNTY SHERIFF'S OFFICE

Signed by: 
Name: Gordon Smith
Title: Sheriff
Date: _____

Approved as to form and legality, subject to execution.

Signed by: 
RICHARD C. KOMANDO (Sep 5, 2024 16:13 EDT)
Name: Richard Komando
Title: Bradford County Attorney
Date: 09/05/24

ALACHUA COUNTY, FLORIDA

By: _____
_____, Chair
Board of County Commissioners
Date: _____

ATTEST

J.K. "Jess" Irby, Esq., Clerk

Approved as to form:

Alachua County Attorney's Office

(SEAL)


14194 MOU With Bradford County Sheriff for PREA 2024

Final Audit Report

2024-09-05

Created:	2024-09-05
By:	Amanda Brown (amanda_brown@bradfordcountyfl.gov)
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 Document created by Amanda Brown (amanda_brown@bradfordcountyfl.gov)


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 Document emailed to rich@claylawyers.com for signature

2024-09-05 - 2:57:07 PM GMT

 Email viewed by rich@claylawyers.com


2024-09-05 - 8:11:37 PM GMT

 Signer rich@claylawyers.com entered name at signing as RICHARD C KOMANDO

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 Document e-signed by RICHARD C KOMANDO (rich@claylawyers.com)

Signature Date: 2024-09-05 - 8:12:50 PM GMT - Time Source: server

 Agreement completed.

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