





July 1, 2020

To: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

Thru: Daniel P. Banks, Deputy County Administrator 

From: Louis A. Quiñones, Jr., Chief of Corrections 
Orange County Corrections Department

Contact: Rickey L. Dumas, Deputy Chief of Operations
Orange County Corrections Department

Subject: Approval and Execution of the Emergency Response Agreement between Orange County, Florida and the Orange County Sheriff's Office

The existing agreement between the Board and the Orange County Sheriff's Office (OCSO) for assistance during an emergency at the jail was reviewed and updated by Orange County Corrections Department (OCCD) and OCSO. The OCCD Special Response Team will respond to all emergencies within the OCCD compound. OCSO agrees to provide support to OCCD when emergency assistance is requested. Details are outlined in the agreement. Both agencies agree to conduct annual interagency training to aid in emergency preparedness for jail related emergencies. The new agreement is for a period of three years with up to two additional one-year automatic renewals.

ACTION REQUESTED:

Approval and execution of Agreement between Orange County, Florida and the Orange County Sheriff's Office regarding emergency response for a period of three years with up to two additional one-year automatic renewals.

cc: Rickey L. Dumas, Deputy Chief, Operational Services
Anthony D. Watts, Sr., Deputy Chief, Administrative Services
Lee Isbell, Senior Monitoring and Evaluation Coordinator
File

BCC Mtg. Date: July 28, 2020

**AGREEMENT BETWEEN
ORANGE COUNTY, FLORIDA AND THE ORANGE COUNTY SHERIFF'S OFFICE
REGARDING EMERGENCY RESPONSE**

THIS AGREEMENT is entered into by and between Orange County, a charter county and political subdivision of the State of Florida ("County") on behalf of the Orange County Corrections Department ("OCCD") and the Orange County Sheriff's Office ("OCSO"). The County and OCSO may be hereafter referred to individually as "Party" or collectively as "Parties."

WHEREAS, OCCD may or could, experience an emergency situation or escape; and

WHEREAS, the County and OCSO desire to enter into agreement with regard to the responsibilities of the parties in the event an emergency situation arises at OCCD.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the County and OCSO hereby agree as follows:

I. AGREEMENT FOR EMERGENCY RESPONSE

Section 1. Corrections Special Response Team

OCCD SRT (Special Response Team) will respond to all emergencies within the Corrections Department's compound.

Section 2. Sheriff's Office Emergency Response Team

OCSO shall respond to requests for assistance by OCCD during an emergency (e.g. critical incident, escape, riot, hostage situation, etc.) and provide interior compound, and exterior perimeter, security support, if needed.

Section 3. Emergency Point of Contact

The point of contact for responding OCSO personnel to OCCD, in the event of an emergency, shall be the squad supervisor at the Command Center (ph. 407-836-0209). The squad supervisor shall direct OCSO personnel to the designated command center.

Section 4. Command Center

Designated command center personnel shall coordinate all activities between OCCD and OCSO to ensure effective communication and resolution of the emergency.

Section 5. Perimeter Security

OCCD will be responsible for assigning all Corrections staff within the interior compound and external mandatory posts. OCSO shall coordinate and manage the exterior perimeter with designated staff from OCCD.

Section 6. Administrative Investigation

OCCD's Internal Affairs section will conduct the administrative investigation in conjunction with OCSO's Criminal Investigation Unit, or other entity designated by OCSO.

Section 7. Training

OCCD and OCSO will conduct an annual interagency training to aid in emergency preparedness for situations that may arise on the Orange County Jail Campus.

II. LIABILITY AND INDEMNIFICATION

Section 1. Indemnification

Each party agrees to defend, indemnify, and hold harmless the other party, its officials, and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs, and expenses (including attorney's fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions, and/or negligence of the other party.

Section 2. Performance

Each party shall be responsible for the acts, omissions, and conduct of its own employees that occur while said employees are engaged in providing services pursuant to this Agreement, subject to the provisions of Florida Statute 768.28 where applicable.

The parties agree to furnish necessary equipment, resources, facilities, and services to each other, in addressing emergencies pursuant to this agreement; provided however, that neither party shall be required to unreasonably deplete its own equipment, resources, facilities, and services in furnishing such aid.

Each party furnishing equipment pursuant to this Agreement shall bear the cost of loss or damage to that equipment and must pay its own expenses incurred in the operation and maintenance of that equipment.

Each party shall compensate its own employees for the time aid is rendered pursuant to this Agreement, including any amounts paid or due for compensation due to personal injury or death while said employees are engaged in rendering such assistance.

Nothing in this Agreement is intended to diminish or otherwise affect the authority of any agency to carry out its statutory, regulatory, or other official functions, nor is it intended to create or diminish any rights, benefits, privileges, or immunities that apply to the parties or their employees in the performance of their duties.

Nothing in this Agreement shall be construed as transferring or contracting away any of the powers or functions of one party to the other.

Section 3. No Waiver of Sovereign Immunity

Nothing contained herein shall constitute, or in any way be construed to be, a waiver of sovereign immunity or other protections of the County and/or OCSO provided for under Section 768.28, Florida Statutes or federal law, respectively.

III. TERM AND TERMINATION

Section 1. Term

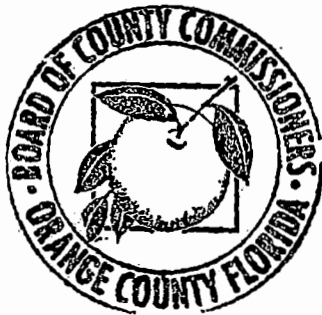
The term of this Agreement shall commence upon execution of the last signing party for a period of three (3) years with up to two (2) additional one-year automatic renewals unless otherwise terminated by either party.

Section 2. Termination

This Agreement may be terminated by either party, at any time, with or without cause, upon no less than thirty days (30) notice in writing to the other party.

IV. ACKNOWLEDGEMENT

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their duly authorized representative to execute the Agreement.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: JUL 28 2020

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Hattie Smith*
Deputy Clerk

Date: JUL 28 2020

ORANGE COUNTY SHERIFF'S OFFICE

By: *[Signature]*
Printed Name: John W. Mina

Title: Sheriff of Orange County

Date: 5-8-20

APPROVED AS TO FORM AND LEGALITY
FOR THE RELIANCE OF THE SHERIFF
OF ORANGE COUNTY, FL, ONLY

Deborah Burt
DATE: 5/1/20