



INTEROFFICE MEMORANDUM

Date June 22, 2022

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Danny P. Banks
Deputy County Administrator

FROM: Mike Wajda, Deputy Fire Chief *mw*
Fire Rescue Department

**CONTACT: Martis Mack, Acting Division Chief
Phone Number: (407) 836-9019**

SUBJECT: **July 26, 2022 – Consent Agenda Item**
Affiliation Agreement between Orange County Sheriff's Office and
Orange County, Florida

Orange County Fire Rescue is requesting approval of the Affiliation Agreement between Orange County Sheriff's Office and Orange County, Florida for SWAT Medics in the program to obtain supervised field educational learning experiences in the discipline of emergency medical services.

ACTION REQUESTED: Approval and execution of Affiliation Agreement between Orange County, Florida and Orange County Sheriff's Office related to "SWAT Medics." There is no cost to the County.

attachments

c: Byron W. Brooks, AICP, County Administrator

AFFILIATION AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
ORANGE COUNTY SHERIFF'S OFFICE
related to
"SWAT MEDICS"

This **AFFILIATION AGREEMENT** ("Agreement") is entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (the "County"), located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its Orange County Fire Rescue Division (OCFRD), and the **ORANGE COUNTY SHERIFF'S OFFICE**, (OCSO) with its principal address located at 2500 West Colonial Drive, Orlando, Florida 32804. The County and OCSO may be referred to in this Agreement individually as "party" or collectively as "parties."

WHEREAS, SWAT Medics are OCSO sworn deputies that are also credentialed as State of Florida Emergency Medical Technicians or paramedics, under the supervision of the Orange County EMS Medical Director; and

WHEREAS, During active SWAT operations, SWAT Medics provide immediate aid to injured OCSO members and/or injured individuals who are in front line areas where Fire Rescue Paramedics cannot access; and

WHEREAS, It is necessary for SWAT Medics to maintain training, skills, and certification to perform in the field; and

WHEREAS, The County's Fire Rescue Division has the appropriate equipment, facilities and personnel to provide SWAT Medics the opportunity to operate in a limited scope, as detailed by Orange County's EMS Medical Director, with the Fire Rescue Division, for purposes of field experience and training opportunities to maintain and enhance skills and certification. All of which, benefits the public welfare.

NOW AND THEREFORE, in consideration of the mutual promises in this Agreement, the County and OCSO agree as follows:

Section 1: Recitals. The above recitals are true, correct, and are hereby incorporated as a material part of this Agreement.

Section 2: Documents.

A. The documents that are hereby incorporated by either reference or attachment and therefore form this Agreement are:

1. This Agreement; and
2. Exhibit A: SWAT Medics Program Scope

Section 3: Responsibilities of the County.

A. The County shall:

1. Designate a person within the County's Fire Rescue Division to serve as liaison ("County Liaison") with regard to this Agreement.
2. Provide SWAT Medics with an appropriate orientation regarding the Program Scope attached to this Agreement as **Exhibit "A."**
3. Provide SWAT Medics with an appropriate orientation regarding the County's facilities, training resources, and policies and procedures.
4. Notify OCSO, in writing, of any SWAT Medic whose work or conduct with the County's clients, patients, or personnel is not, in the opinion of the County, in compliance with acceptable procedures or standards of performance, or otherwise could disrupt patient care or the County's operations.
5. Retain ultimate responsibility for the work-place and its operations.
6. Endeavor to meet the needs of SWAT Medics in terms of rescue ride times, training assignments, and training resources needed to maintain skills and certification.

Section 4: Responsibilities of OCSO.

A. OCSO shall:

1. Designate a person within OCSO to serve as liaison ("OCSO Liaison") with regard to this Agreement.
2. Meet any additional obligations as detailed in the Program Scope attached to this Agreement as **Exhibit "A."**
3. Provide the County, in writing, the names and titles of the SWAT Medics assigned by OCSO to participate in the Program, prior to the start of participation.
4. Only permit those deputies who are duly certified Emergency Medical Technicians or paramedics, approved by the Orange County EMS Medical Director to participate in the Program.

5. Require OCSO participants in the Program to:
 - a. Comply with the confidentiality requirements of HIPAA and this Agreement; and
 - b. Report any and all suspected breaches of those requirements in the manner required by this Agreement.

6. Inform OCSO participants in the Program to:
 - a. Wear appropriate attire or the assigned uniform while on duty;
 - b. Comply with the County's policies and procedures including, but not limited to, the County's policies on confidentiality and disclosure of information, as well as the requirements related to – and responsibilities under – HIPAA; and
 - c. Comply with the Orange County EMS System Medical Treatment Protocols; and
 - d. Comply with all applicable federal, state, and local law, ordinances, rules, and regulations.

Section 5. Independent Contractor. The relationship of the parties shall be an independent contractor relationship, and not an agency, employment, joint venture, or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party at all times and shall in no way, either directly or indirectly, be considered employees, volunteers, or agents of the other party. The SWAT Medics shall participate in the Program for the sole purpose of training for OCSO and meeting certification requirements. They are not to be considered employees of the County for any purpose, including Worker's Compensation, employee benefits programs, or any other forms of compensation.

Section 6. Insurance.

A. **The County.** Without waiving its right to sovereign immunity, as provided in Section 768.28, Florida Statutes, the County acknowledges that it is self-insured for General Liability and Automobile Liability with coverage limits as set for in Section 768.28, Florida Statutes. Evidence of such coverage shall be furnished to OCSO upon request.

B. **OCSO.** Without waiving its right to sovereign immunity, as provided in Section 768.28, Florida Statutes, OCSO acknowledges that it is self-insured for General Liability and Automobile Liability with coverage limits in accordance with applicable state law. OCSO acknowledges that it is self-insured for Workers' Compensation and Employers' Liability in accordance with

applicable state law. Evidence of such coverage shall be furnished to the County upon request. Any failure on behalf of the County to verify that OCSO is compliant with the applicable insurance requirements of this Agreement does not, in any way, relieve OCSO of its obligations to ensure that such applicable insurance coverage is in place.

Section 7. 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 attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's 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. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. 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 of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

Section 8. Liability. Unless otherwise explicitly stated in this Agreement, the Parties shall in no way be liable to each other for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of this Agreement, regardless of any notice of the possibility of such damages.

Section 9. Deputy Requirements.

A. **Immunizations; Health Examinations.** OCSO shall ensure that all Deputies participating in the program have received, and are able to provide evidence to the County of having received, all required immunizations and have completed any health examinations required by the County.

B. **PPD/TST Testing.** OCSO shall ensure that all Deputies participating in the program are able to provide evidence to the County of having obtained, annual PPD/TST testing.

C. **Respiratory Mask Fitting.** OCSO shall ensure that all Deputies participating in the program undergo annual respiratory mask fitting prior to the commencement of an assignment with the County.

Section 10. Immediate Withdrawal; Removal from Premises.

A. **Immediate Withdrawal.** The County reserves the right to require the immediate withdrawal of any Deputy, from the program, for the following: (i) work or conduct that fails to meet the County's standards of performance; (ii) failure to comply with the County's policies and procedures; or (iii) a determination by the County, in its sole discretion, that such Deputy's presence is detrimental to the interest of the County.

B. **Removal from the Premises.** The County may, in its sole and absolute discretion, remove any Deputy from the County's premises or the program at any time. In such event, said Deputy's participation shall immediately cease, and the Deputy shall only be permitted to resume such participation upon mutual agreement by the County and OCSO.

Section 11. HIPAA Privacy and Security Rules.

A. The County shall provide Deputies with compliance training in the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Security Regulations"), prior to any Deputy's participation in the program. Furthermore, the County shall offer annual training on HIPAA which will be mandatory for any Deputy who is participating in the SWAT Medic Program.

B. Within forty eight (48) hours of discovery, OCSO shall report to the County's HIPAA Privacy Officer, any use or disclosure of a patient's Protected Health Information ("PHI"), in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations. The County's HIPAA Privacy Officer can be contacted at:

Orange County HIPAA Privacy Officer
2002A East Michigan Street
Orlando, Florida 32806
Privacy.Officer@ocfl.net

Section 12. Term of Agreement.

A. **Term.** The term of this Agreement shall commence on the date of execution by both parties and shall remain in effect for one (1) year.

B. **Automatic Renewal.** Unless terminated by one of the parties pursuant to the Termination provisions of this Agreement, this Agreement shall automatically renew on an annual basis, for up to four (4) additional annual periods.

Section 13. Termination of Agreement. Either party may cancel this Agreement at any time, either with or without cause. The terminating party shall give the other party thirty (30) days written notice of its intention to terminate this Agreement, with or without cause. If such notice is given, this Agreement shall terminate at the end of the thirty (30) days' notice.

Section 14. Public Records. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable public records provisions of Chapter 119, Florida Statutes. The parties agree to assist each other in order to comply with any request for such public records made in accordance with Chapter 119, Florida Statutes.

D. **No Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to, or shall, confer upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

E. **Non-Exclusive Agreement.** This Agreement shall be non-exclusive to both parties providing both OCSO and the County the right to enter into agreements regarding the same or similar agreements with other parties.

F. **Assignment.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. As such, neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent. Subject to the foregoing, each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement.

G. **Performance.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default under this Agreement, nor shall any such delay give rise to any claim for damages.

H. **Waiver.** No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

I. **Remedies.** No remedy conferred at law or in this Agreement upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, powers, or remedies under this Agreement shall preclude any other or further exercise that party's available rights, powers, or remedies.

J. **Governing Law.** This Agreement and any and all actions directly or indirectly associated with this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Florida, without reference to any conflicts of law provisions.

K. **Venue.** For any legal proceeding arising out of or relating to this Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

L. **Attorneys' Fees and Costs.** Unless explicitly otherwise stated in this Agreement, the parties shall each bear their own costs, expert's fees, attorneys' fees, and other fees incurred in connection with this Agreement and any dispute or litigation that arises either directly or indirectly from this Agreement.

M. **No Representations and Construction.** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement, and that this Agreement is not to be construed against any party as it were the drafter of this Agreement.

N. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.

O. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification provision, shall survive the expiration, cancellation, or termination of this Agreement.

P. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

Q. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

R. **Written Modification.** No modification of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by a duly authorized representative of each party to this Agreement.

Section 17. Entire Agreement. This Agreement, and any documents incorporated or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject about which this Agreement was drafted. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises,

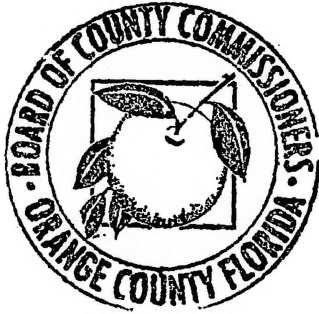
*Affiliation Agreement
Orange County, Florida and OCSO
SWAT Medics*

covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

*Affiliation Agreement
Orange County, Florida and OCSO
SWAT Medics*

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

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

Date: July 26, 2022

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

By: *Katie Smith*
Deputy Clerk

Date: July 26, 2022

SHERIFF OF ORANGE COUNTY

John W. Mina
John W. Mina, Sheriff

Date: 8-10-22

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS 5 DAY OF August, 2022.

Clark Moore
General Counsel

EXHIBIT "A"

SWAT MEDICS PROGRAM SCOPE

All capitalized terms used in this Exhibit, unless defined more specifically in this Exhibit, shall have the same meaning as given in the Agreement to which this Exhibit is attached.

I. The Parties

- 1.1. The **Orange County's Fire Rescue Department (OCFRD)** is the largest fire and rescue department in Central Florida, providing fire suppression and emergency medical and community risk reduction services to more than one million citizens and visitors annually.
- 1.2. The **Orange County Sheriff's Office SWAT Team (OCSO SWAT)** is a dedicated team of selected personnel prepared for successfully resolving critical incidents exceeding the capabilities of law enforcement first responders.

II. The Program

2.1. Field Experience and Training Opportunities

- A. Throughout the duration of the Agreement, OCSO SWAT Medics will ride with OCFRD Medics, providing emergency medical services in the field. OCSO SWAT Medics will:
 1. Ride with OCFRD a minimum of once a quarter (4-times per year), and may be offered opportunities to ride up to once a month;
 2. Ride for time periods of 8-12 hours, with rides concluding no later than 2200 hours;
 3. Ride and perform services under the direction and supervision of an OCFRD paramedic;
 4. At all times be paid by OCSO, and considered OCSO employees.
- B. OCSO SWAT Medics will be required to complete new medic onboarding training. In addition, they will be invited to Emergency Medical Services (EMS) training as it arises. They will use Target Solutions for recertification training and may receive on-going assignments from the Office of the Medical Director (OMD). SWAT Medics will be considered OCSO employees at all times during training.

2.2. Scheduling.

- A. OCSO deputies shall contact the designated OCFRD EMS Lieutenant to schedule a shift in the field on a rescue vehicle, no less than 7 calendar days prior to the desired date.
- B. OCFRD shall review the proposed date(s) and, should a date be acceptable, notify the deputy of such. If the proposed date(s) are not acceptable, OCFRD shall work with the deputy to find an alternative week that is acceptable to both OCFRD and the deputy.
- C. OCFRD shall monitor OCSO's list of deputies and proposed assignments. OCFRD shall maintain the exclusive right to either approve or deny assignments based on its capacity, or its own best interests.
- D. The County and OCSO both acknowledge that field schedules may be subject to change or cancellation. Such change or modification may be for convenience or necessity by either party. In the event of schedule change or cancellation, notification shall be provided to the other party with as much advanced notice as can be practically given.
- E. New medic onboarding training should be scheduled through the designated EMS training Lieutenant. Additional training should be scheduled through the OMD and OCFRD EMS.

2.3. Accommodations.

- A. The County shall provide SWAT Medics access to its OCFRD facilities during their field time and for training purposes. Deputies shall check-in with the station company officer when first arriving at an OCFRD facility.