



FIRE RESCUE DEPARTMENT
JAMES M. FITZGERALD, Fire Chief

6590 Amory Court
Winter Park, FL 32792
407-836-9061 • fax: 407-836-9106
James.Fitzgerald@ocfl.net

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

THROUGH: Danny P. Banks,
Deputy County Administrator

FROM: James M. Fitzgerald, Fire Chief *JMF*
Fire Rescue Department

CONTACT PERSON: **Lauraleigh Avery, Division Chief, OEM** *LA*
PHONE NUMBER: 407-836-9151

SUBJECT: July 28, 2020 - Consent Agenda Item
Approval of the Emergency Evacuation Shelter
Agreement Between Orange County Public Schools and
Orange County Government – Interagency Agreement

The School Board of Orange County has requested Orange County Government approve the Emergency Evacuation Shelter Agreement - Interagency Agreement that will be implemented during a declared state or local emergency and upon the request of the director of the local emergency management agency.

The Emergency Evacuation Shelter Agreement - Interagency Agreement, developed pursuant to Section 252.38 (1)(d) of the Florida Statutes, establishes the terms for emergency evacuation shelter operations to include facilities and equipment, management and staffing, coordination, and reimbursement during declared and non-declared disasters.

ACTION REQUESTED: Approval and execution of Interagency Agreement between The School Board of Orange County, Florida and Orange County, Florida regarding emergency evacuation shelters.

JF/kz
Attachments
C: Byron W. Brooks, County Administrator

BCC Mtg. Date: July 28, 2020

INTERAGENCY AGREEMENT

THIS AGREEMENT is made and entered into between The School Board of Orange County, Florida (hereinafter referred to as "School Board"), and Orange County, Florida (hereinafter referred to as "County") on this 23rd day of June, 2020.

WITNESSETH

WHEREAS, pursuant to Section 252.38 (1)(d), Florida Statutes, during a declared state or local emergency and upon the request of the director of a local emergency management agency, the School Board shall participate in emergency management by providing facilities and necessary personnel to staff such facilities; and

WHEREAS, the County and the School Board wish to cooperate in the interest of public safety by providing supplies and facilities for emergency evacuation shelters and necessary personnel to staff such facilities.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreement herein contained the School Board and the County agree as follows:

1. Facilities and Equipment

- a. The School Board agrees that, to the extent of its ability and upon request by the County, the County may make use of designated School Board facilities as emergency evacuation shelters, in the event of a potential emergency, for residents seeking a refuge of last resort. Certain schools will be designated as one of the following: general population emergency evacuation shelter, pet-friendly emergency evacuation shelter (Note: general population emergency evacuation shelters and pet-friendly emergency evacuation shelters may be combined and occupy the same facility), persons with special needs emergency evacuation shelter, or emergency evacuation shelter for county staff and first responders' families.
- b. For purposes of the Agreement the term "emergency" is defined as the threat of a hurricane or tropical storm to the residents of Orange County, other severe weather events, flooding or environmental hazards that cause large numbers of Orange County residents to be displaced from their homes, or a declared emergency by local, state, or federal government, whether related to weather or other causes, including but not limited to civil disturbance, mass migrations or terrorist attacks.
- c. The County agrees that it shall exercise reasonable care in the conduct of its activities in and upon School Board facilities, subject to the exigencies of the particular emergency situation, and will make all efforts possible to find alternative sites when classes are in session due to the limited availability of School Board facilities.

- d. The County may utilize this agreement to request designated facilities be made available to open host emergency evacuation shelters to support neighboring counties forced to evacuate when requested to do so by the Florida Division of Emergency Management.
- e. Structures to be used for emergency evacuation shelters
 - i. The County and School Board will mutually designate emergency evacuation shelters to be used during an incident.
 - ii. All requests prior to and during emergency evacuation shelter operations will be coordinated through each agency's Emergency Operations Centers.
- f. Emergency evacuation shelter capacities
 - i. Orange County Office of Emergency Management (OCOEM), in cooperation with Orange County School Board's Safety and Emergency Management (SEM), shall determine emergency evacuation shelter capacities.
 - ii. OCOEM shall provide the Florida Inventory of School Houses (FISH) diagrams depicting the agreed-upon emergency evacuation shelter areas and capacities for each school before the hurricane season.
- g. Registration of evacuees: It is the responsibility of the County staff assigned to the emergency evacuation shelter to register evacuees.
- h. Emergency evacuation shelter regulations
 - i. Animals: Pets will only be permitted at facilities designated as pet-friendly. The decision to designate a school as pet-friendly will be made jointly between the County and the School Board. Certified Service Animals are permitted in all emergency evacuation shelters. In the pet-friendly emergency evacuation shelters, the following animals are allowed:
 - 1) Dogs
 - 2) Cats
 - 3) Ferrets
 - 4) Pocket pet, limited to the following: gerbils, guinea pigs, hamsters, and rabbits (under 10 pounds)
 - 5) Birds (common house-hold varieties, does not include exotics)
 - ii. Smoking/Drugs/Alcohol/Weapons

- 1) All facilities shall prohibit smoking, illegal drugs, alcohol, knives, firearms, or any other weapons.
- 2) Evacuees violating this policy may be removed from the facility by law enforcement.

2. Shelter Management and Staffing

- a. Once the School Board has given its authorization and approval, the County may request that the School Board activate select employees (i.e., administrators, food service, custodial, and maintenance staff, etc.) to provide essential feeding, sanitation, and maintenance in schools being used as emergency evacuation shelters.
- b. Upon activation of a facility as an emergency evacuation shelter, the School Board agrees to provide personnel to maintain facility cleanliness, feeding, and operations to include:
 - i. School administration to serve as the Emergency Evacuation Shelter School Administrator (EESSA)
 - ii. Facilities maintenance and custodial staff
 - iii. Food service staff
- c. Upon activation of a facility as an emergency evacuation shelter, the School Board agrees to assess and augment staffing levels as needed to maintain facility cleanliness, feeding and operations.
 - i. Coordinate with OCOEM to manage designated School Board staff at emergency evacuation shelters.
 - ii. In the event of complete communications outage, the school administrators shall have the authority to acquire the human and material resources needed to support operations until communications are restored.
- d. Upon activation of a facility as an emergency evacuation shelter, the County agrees to provide:
 - i. Personnel: The County will provide an Emergency Evacuation Shelter Manager (EESM) and support staff to assist with the overall operations of the emergency evacuation shelter. The EESM will oversee emergency evacuation shelter operations. At the start of an evacuation shelter activation the County will provide a staffing roster copy to Orange County School Board's Safety and Emergency Management. This should include the number of staff for various position areas such as EESM, security, registration, supply management, dormitory management, etc. Consideration should be given to the capacity of each emergency evacuation shelter when determining staffing levels.

e. Specialized Staff for Emergency Evacuation Shelters:

- i. General Population Emergency Evacuation Shelter (ES): Orange County Fire Rescue (OCFR) will provide at least one Paramedic and one Emergency Medical Technician (EMT) at each ES and Persons with Special Needs Shelter (PSN) during their operation with communications, Advanced Life Support (ALS) capability and equipment. If emergency evacuation shelter is located outside of OCFR's service area, OCFR will coordinate with the corresponding municipal Emergency Medical Services (EMS) to address staffing needs.
- ii. Pet-Friendly Emergency Evacuation Shelter (PFS): The County's Animal Services Department (ASD) will staff and manage all designated PFS'. ES' and PFS' will typically be co-located. OCFR is responsible for coordination with ASD to ensure proper staffing levels.
- iii. Persons with Special Needs Emergency Evacuation Shelter (PSN): The County is responsible for the coordination and staffing of medical personnel for all designated PSNs. OCFR will provide at least one Paramedic and one Emergency Medical Technician (EMT) at each ES and PSN during their operation with communications, Advanced Life Support (ALS) capability and equipment. The PSN emergency evacuation shelters will be staffed with a Nurse Practitioner (NP) or Physician and Registered Nurse (RN).

f. County Staff Emergency Evacuation Shelter: Orange County Office of Emergency Management (OCOEM) will coordinate staffing to manage designated public safety/staff emergency evacuation shelters.

g. Security: The County is responsible for coordinating law enforcement coverage at all emergency evacuation shelters. The County shall ensure sufficient law enforcement staffing to meet the public safety and security needs of each emergency evacuation shelter.

3. Condition of Facility

a. Upon activation of the emergency evacuation shelter and before the arrival of evacuees the Emergency Evacuation Shelter School Administrator (EESSA) and County Emergency Evacuation Shelter Manager (EESM) shall develop a complete property inventory and damage assessment of all School Board-owned items housed in the spaces designated as emergency evacuation shelter areas, as well as an inventory of the pre-existing condition of the building; said inventory shall be signed-off by both parties. The School Board EESSA and County EESM shall review this inventory and damage assessment after the emergency and document any missing or damaged items. The School Board EESSA will ensure that all high-value equipment is secured before the emergency evacuation shelter opening. Areas with high-value equipment (e.g., computer labs and media centers) are prohibited from being used for emergency evacuation shelter purposes unless a determination is made by both the School Board EESSA and the County EESM that its use is necessary to protect the life, safety, and welfare of the citizens of

Orange County; however, any unsecured equipment in the shelter area shall be recorded by the School Board EESSA and the County EESM.

- b. The County agrees to take the premises as they are at the time of the event. No removal of or change to School Board property shall be made without prior consent and approval.
- c. The School Board forbids the use or storage on any part of School Board property of any flammable or explosive substance or any items prohibited by law or ordinances of fire insurance. Exception may be made by the School Board Office of Fire Marshal.

4. Reimbursement

- a. The County shall reimburse the School Board for all necessary and documented costs and expenses incurred by the School Board for providing facilities to function as emergency evacuation shelters and necessary personnel to staff such emergency evacuation shelters. The County shall reimburse the School Board for any consumed food and any supplies that were ordered or used for the operation of the emergency evacuation shelter. The County agrees to reimburse the School Board for the above referenced costs and expenses if such costs and expenses are not covered by FEMA or there was no federal, state, or local disaster declaration. The School Board will provide required documentation in support of reimbursement to the County.
 - i. The County shall reimburse the School Board for mutually identified and inventoried items that are depleted, stolen, damaged or missing following the County's use of school facilities.
- b. The County and the School Board agree to abide by the procedures outlined in this agreement, except to the extent that compliance with those provisions, during a declared state of emergency would endanger life or property, or the public health and welfare.

5. Insurance

- a. For any services provided by the County or School Board to the other party, the service provider shall require its subcontractors, agents, or assigns to maintain the following insurance coverages, at its sole expense, as it relates to its Responsibilities stated herein this Agreement:
 - i. Commercial General Liability: general liability coverage for all operations, including, but limited to contractual liability, products and completed operations, and personal liability under an occurrence basis policy, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate, unless such party is subject to sovereign immunity limits, covering bodily injury and property damage.
 - ii. Workers Compensation Insurance for its employees in statutory limits as required by Florida law and Employers Liability not less than Five Hundred Thousand Dollars (\$500,000) each accident/disease.

- iii. Professional Liability Insurance for any wrongful act, error, or omission applicable to any services where commercial general liability would exclude such operations/services and shall be in an amount not less than One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) aggregate, unless such party is subject to sovereign immunity limits, covering bodily or property damage. If claims made, the policy shall be maintained for at least three (3) years after the expiration or termination of this agreement.
- iv. Each party agrees that a Claim arising from each party's own operations and from services provided herein this Agreement shall have their insurance (or self-insurance) be primary and not contribute with any insurance (or self-insurance) maintained by the other party.

6. Pre-Season Preparedness

- a. Prior to April 30th of each year, SEM will notify OCOEM of facilities undergoing construction or renovation and facilities that have been constructed or renovated under the Enhanced Hurricane Protection Area (EHPA) guidelines.
- b. OCOEM will evaluate the list of schools and work with SEM to schedule surveys, as needed, for new or renovated schools.
- c. Surveys of the facilities will be performed jointly with staff from OCOEM, SEM and others as deemed appropriate. OCOEM, in consultation with the SEM, may procure the services of structural professionals to conduct surveys of identified facilities. SEM will serve as the liaison between school principals and survey teams. These surveys shall be conducted at a time that does not interfere with the normal operation of a school, unless unavoidable under the circumstances (i.e., anticipated emergency).
- d. The County agrees to provide the School Board with access to and training for any incident management tool utilized by the County or the State during an emergency.

7. Food Service Requirements

- a. Prior to April 30th of each year, SEM shall supply the School Board Food and Nutrition Services with an updated list of emergency evacuation shelter schools. Upon receipt, Food and Nutrition Services will prepare a menu to cover a five-day period (15 meals). This five-day menu will be submitted to OCOEM through SEM. In addition, Food and Nutrition Services will schedule a meeting for all Food Service Managers assigned to an emergency evacuation shelter to review emergency evacuation shelter procedures.
- b. When a school is designated as an emergency evacuation shelter, Food and Nutrition Services shall provide emergency meals for persons seeking shelter in the school.
- c. Food and Nutrition Services will serve as the primary meal provider at all School Board facilities.

8. Coordination and Planning During a State of Emergency

- a. During a State of Emergency where the County utilizes School Board facilities, The County will invite a member of the School Board's Executive Policy Group and senior leadership from Safety and Emergency Management to participate in meetings with their Executive Policy Group.
- i. During a State of Emergency where the County is to utilize School Board facilities, the County will invite a member of the School Board's Safety and Emergency Management department to embed a staff member in the County Emergency Operations Center to assist in coordinating emergency evacuation shelter operations.

9. Communications

- a. Telephones: The primary means of communication shall be via telephone unless service is interrupted. During emergency periods, telephone use must be restricted to essential calls only. Telephone access will be afforded to the assigned County staff.
- b. Radio: Two-way radio communications shall be provided as follows:
 - i. The County, at its sole discretion, will provide radios to their emergency evacuation shelter management staff for internal and external communication.
 - ii. SEM, at its sole discretion, will provide radios to OCPS employees for internal and external communication.
 - iii. Fire rescue and law enforcement personnel assigned to each shelter will have their own radio systems.

10. Set-up and Cleaning Requirements

The County, with assistance from the facility's custodial staff, will ensure the immediate removal of all trash and garbage upon the closure of the facility.

- a. Pet-friendly emergency evacuation shelter:
 - i. The County will install plastic sheeting underneath each crate; however the School Board reserves the right to request additional protection of property as deemed necessary.
 - ii. During emergency evacuation shelter operation, the County shall be responsible for maintaining the areas utilized as pet shelter areas in a clean and sanitary condition.
 - iii. Upon closure of the facility:
 - 1) The County shall be responsible for restoring the areas utilized and adjacent to pet sheltering areas to a clean and sanitary condition. The County will ultimately be responsible for any required and unforeseen clean-up activities as a result of an area being used as a pet-friendly emergency evacuation shelter, and shall be solely responsible for the costs of any additional clean-up.

- 2) The County shall ensure the areas utilized and adjacent to pet shelter areas are thoroughly inspected and determined to be free from fleas, ticks and other pests consistent with the animals listed this Agreement.
- b. General Population, Persons with Special Needs and First Responder emergency evacuation shelters:
 - i. The County shall promptly remove any medical or hazardous waste.
 - ii. The County shall be responsible for restoring the areas utilized and adjacent to sheltering areas to a clean and sanitary condition.
 - iii. The County will take the necessary precautions to protect gym floors from heavy equipment.

11. Health and Safety

- a. The County will ensure that the health, safety and welfare of emergency evacuation shelter occupants shall be met by following the healthcare guidelines for any current and reasonably anticipated future public health threat. This may include, but not be limited to, reduced occupancy capacities, modified health screenings for occupants and increased sanitation requirements.
- b. The County will ensure that emergency evacuation shelters will remain in compliance with all fire and life safety codes throughout the period of activation to include those encompassed within the Florida Fire Prevention Code, 69A-58, Florida Administrative Code and the Department of Education's State Requirements for Educational Facilities.

12. Indemnification

- a. Subject to the provisions and limitations of Section 768.28, Florida Statutes; and without waiving sovereign immunity, the parties understand their liability for tort liability for injury, damage to property, personal injury or death caused by the negligent or wrongful act or omission of any employee acting within the scope of the employee's office or employment.
- b. No provision herein shall be construed as (i) a waiver by either Party to any right, defense or immunity to which either Party has pursuant to Section 768.28, Florida Statutes, or Chapter 768, Florida Statutes, generally, or any other statute; (ii) an agreement by either Party to indemnify the other; or (iii) consent by either Party to be sued by third parties.

13. Term and Termination

- a. The term of this Agreement is for five (5) hurricane seasons, commencing on June 1, 2020, and ending November 30, 2024.
- b. Approximately nine months prior to the expiration of this Agreement (on or about February 1, 2024), the parties shall meet to review and negotiate any revisions that would be incorporated into the successor Agreement.

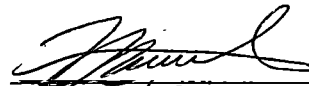
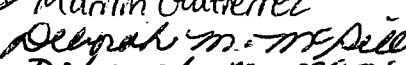
- c. This Agreement may be terminated by either party giving one hundred eighty (180) days written notice to the other party, for the School Board (attention Safety and Emergency Management) at its office address of 445 W. Amelia Street, Orlando, Florida 32801 for the County (attention Office of Emergency Management) at its address of 6590 Amory Ct, Winter Park, FL 32792. The Agreement cannot be terminated during the Atlantic Hurricane Season as defined by the National Hurricane Center.

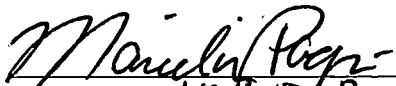
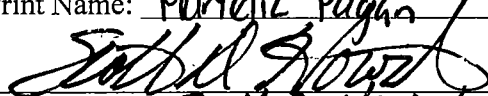
This Agreement represents the entire agreement of the parties on the subject matter hereof and shall supersede and cancel any and all previous agreements or understandings between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the School Board and the County have caused this Agreement to be executed by their authorized representatives on the dates(s) written below.

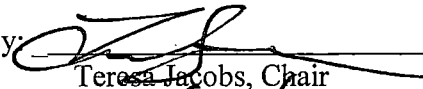
WITNESSES:

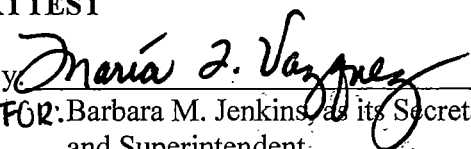
Signed, sealed and delivered in the presence of:


Print Name: Marilyn Gutierrez

Print Name: Deborah M. McGill


Print Name: Maribel Pagan

Print Name: Scott D. Howat

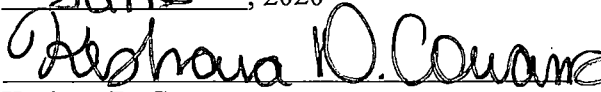
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a corporate body organized and existing under the constitution and laws of the State of Florida

By: 
Teresa Jacobs, Chair
Date: 6/30/20, 2020

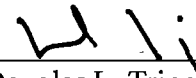
ATTEST
By: 
FOR: Barbara M. Jenkins, as its Secretary and Superintendent

{Corporate Seal}

Approved as to form and legality by the Office of the General Counsel for The School Board of Orange County, Florida this 25th day of June, 2020


Keshara D. Cowans
Staff Attorney II

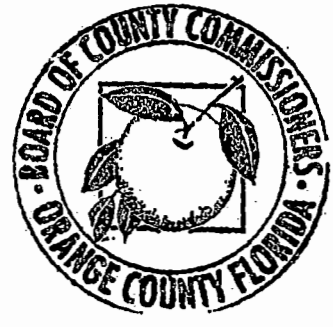
Reviewed and approved by Douglas L. Tripp, Senior Director, Safety and Emergency Management this 25th day of June, 2020


Douglas L. Tripp
Senior Director, Safety and Emergency Management, OCPS

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

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

ATTEST:
Phil Diamond
Phil Diamond, CPA, County Comptroller
By: Katie Smith
Deputy Clerk
Date: JUL 28 2020



4. Each Commissioner is responsible for assigning work to his/her administrative support staff and monitoring work habits and performance. The individual Commissioner is responsible for any needed discipline.

5. Each Commissioner may approve salary increases for his/her administrative support staff provided:

a. A performance evaluation has been completed.

b. The salary increase would not cause the employee's salary to be above the maximum of the pay range.

c. Salary increase percentage is within the guidelines established for these employees (guidelines for non-classified service established annually).

d. Salary increases above the guidelines may be approved by the Commissioner in recognition of exemplary performance; however, the increase cannot result in a salary which exceeds the pay range.

6. County Commissioners and the Mayor may elect to provide up to two weeks severance pay to appointed staff at the time of staff members separation.

7. Each administrative support staff member will be expected to carry out all of the duties and responsibilities of the job description and be responsible for the clerical and administrative support for his/her District Commissioner.

8. If additional assistance is required, volunteers may be used. However, such volunteers shall not give direction to County staff.

9. The Mayor reserves the right to adjust this delegation of authority as may be deemed appropriate in the future.

Pay Ranges: Administrative support staff members have a specified salary range. These ranges will be reviewed and adjusted when market conditions dictate, as are all other pay ranges in this series.

Absences from Office: Administrative support staff members may fill in for one another on a voluntary basis, with the concurrence of the supervising Commissioner. Telephone calls will be routed directly to Commission offices. The voice mail system will

record telephone calls for future response.

Authority for Receptionists: The receptionists in the Board of County Commissioners office are not subject to this delegation and will be supervised by the Vice Mayor. The Vice Mayor will be in charge of the work directed to them and will arrange for backup coverage needed at the front desk.

Decorum and Common Areas: The Vice Mayor is delegated the authority to set rules from time to time regarding the following matters:

1. the use of common areas and equipment (for example, the lobby, the conference room, the coffee room, the restrooms, and the copy and facsimile machines);

2. the presence of persons other than visitors and County employees;

3. the County Commissioner reading file, and;

4. any other matter not covered by this Executive Order.

EFFECTIVE DATES: August 1, 2006

ORDERED this 27th day of June, 2006.

By: Richard T. Crotty, Orange County Mayor

06.004 DELEGATION OF AUTHORITY TO SIGN CONTRACTS, RESOLUTIONS, PLATS, DEEDS, ORDINANCES AND OTHER LEGAL DOCUMENTS AFTER BOARD APPROVAL

I. PURPOSE AND BACKGROUND

Section 302(D)(4) of the Orange County Charter allows the Orange County Mayor to designate to certain individuals the authority to sign contracts, resolutions, plats, deeds, ordinances and other documents and instruments on his/her behalf after approval by the Board of County Commissioners where applicable. In an effort to expedite the processing of documents and legal instruments which frequently must be signed by the County Mayor on short notice, a memorialization evidencing that certain individuals have authority to sign contracts, ordinances, resolutions, plats, deeds, ordinances and other legal documents and other instruments, after Board approval where applicable, in the absence of the Orange County Mayor, has been created.

II. ORDER

As expressly permitted by Section 302(D)(4) of the Orange County Charter, the Orange County Mayor, hereby delegates to the following individuals the authority to sign contracts and grants on my behalf after Board approval:

A. Vice Mayor of the Board of County Commissioners, or

B. County Administrator or Acting County Administrator.

C. Pursuant to Article III of the Orange County Code, the Purchasing Manager is authorized to sign all contracts and agreements on behalf of the Board of County Commissioners.

As expressly permitted by Section 302(D)(4) of the Orange County Charter, the Orange County Mayor, hereby delegates to the following individuals the authority to sign resolutions, plats, deeds, ordinances, and other documents and instruments on my behalf after Board approval:

A. Vice Mayor of the Board of County Commissioners

B. County Administrator or Acting County Administrator,

C. Deputy County Administrator.

Following Board approval of any such contracts, resolutions, plats, deeds, ordinances, grants, and other documents and instruments, the persons named herein are hereby authorized to sign on my behalf any and all additional documents, including closing statements, grant conditions, or other instruments related to consummating the action the Board authorized so long as any such instrument does not increase the financial commitment of the County specified in such board authorization.

Pursuant to Section 302(D)(4), the authority to acknowledge receipt of any summons or service of process to be served on Orange County as part of the filing process to be served on Orange County as part of the filing or prosecution of a civil action is hereby delegated to and vested in the County Attorney's Office, as long as those individuals are located at their place of business at the time service is attempted, thereby waiving the right of the County to be served as

required by Florida law and the rules of civil procedure in state and federal courts (and any other tribunals with jurisdiction). The County Attorney shall exercise such delegated authority at his or her discretion and may delegate the authority further to any assistant county attorney or to any special counsel representing the County in any proceeding.

A subpoena served on an employee in his or her official capacity shall be served directly on that individual named on the subpoena. In the absence of an individual being named on the subpoena, the subpoena shall be served on the County Attorney's Office.

EFFECTIVE DATE: August 1, 2006
ORDERED this 27th day of June, 2006.
REVISED: 05/19/08
By: Richard T. Crotty, Orange County Mayor

10.001 TOBACCO IN THE WORKPLACE

1. PURPOSE AND BACKGROUND

The purpose of this section is to provide employees with an understanding of Orange County's rules governing tobacco use in County facilities. The rules are designed to foster the health and safety of all employees and the public as well as reduce adverse impacts and maintenance to mechanical equipment. After careful review and consideration of all the available information, Orange County has decided to take additional positive steps towards providing a tobacco-free environment for all employees. Use of tobacco poses a significant risk to the health of the user. It can damage sensitive technical equipment and can be a safety hazard. The 1986 Surgeon General's report on involuntary smoking states that second hand smoke is a cause of disease, including lung cancer, in healthy non-smokers. The report continues by saying that the simple separation of smokers and non-smokers within the same air space may reduce, but does not eliminate, the exposure of non-smokers to environmental tobacco smoke. Under Section 386.204, Florida Statutes, a person is prohibited from smoking in any enclosed indoor workplace. The following rules are provided to demonstrate Orange County's desire to improve the health of its employees and citizens alike.

II. ORDER

A. Upon the effective date of this Executive Order, Executive Order 91.002 and 06.002, which pertain to smoking in the workplace, are repealed.