




March 11, 2019

To: Mayor Jerry L. Demings
And the Board of County Commissioners

Thru: Danny Banks, Deputy County Administrator 

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

Contact: Barbara Macdonell, Accreditation and Special Projects Administrator

Subject: County Jail Inspections Agreement

The Corrections Department and the County Jail Inspections Team, through reciprocal agreement, conduct inspections for participant Counties. Inspection teams consist of trained peer inspectors from each participant agency and utilize the Florida Model Jail Standards to evaluate management operations and performance of the participant agency's jail and medical functions. No funding is required from Orange County.

ACTION REQUESTED:

Approval and execution of County Jail Inspections Agreement by and between the Sheriffs or Chief Executive Officers for Manatee County, Florida; Orange County; Osceola County; Sheriff for Polk County, Florida; Sheriff for Sarasota County, Florida; and Volusia County for a period of two years with up to two subsequent automatic two-year renewals, unless otherwise terminated by the parties.

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

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COUNTY JAIL INSPECTIONS AGREEMENT

THIS AGREEMENT ("Agreement") is entered into by and between the Sheriffs or Chief Executive Officers (or their duly authorized representatives) for Manatee County, Florida ("Manatee Sheriff"); Orange County, a charter county and political subdivision of the State of Florida ("Orange County"); Osceola County, a charter county and political subdivision of the State of Florida ("Osceola County"); Sheriff for Polk County, Florida ("Polk Sheriff"); Sheriff for Sarasota County, Florida ("Sarasota Sheriff"); and Volusia County, a charter county and political subdivision of the State of Florida ("Volusia County"); The parties may also be individually identified as "Agency" or collectively as "Agencies."

RECITALS

WHEREAS, in 1996, the Agencies voluntarily established a County Jail Inspections team ("CJI Team" or "Team"); to ensure that each Participating Agency achieves and maintains compliance in the standards and management of their respective jail facilities through the performance of jail and medical inspections and

WHEREAS, the Agencies have each agreed to provide certified jail and medical jail inspectors, who have received their certification/recertification, in accordance with the Florida Model Jail Standards ("FMJS" or "Jail Standards"), to perform annual inspections of the jail facilities belonging to other participating Agencies ("Inspections"); and

WHEREAS, the sole objective of the Inspections performed by the CJI Team is to identify any potential violations of the Jail Standards and notify the respective Agency of its findings, if any; and

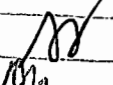


WHEREAS, the CJI Team is deemed to be a fact-finding effort which possesses no enforcement, advisory or decision-making power; and

WHEREAS, the Agencies desire to enter into this Agreement in an effort to formalize the relationships between the Agencies with regard to policy, guidance and planning and to achieve maximum coordination and cooperating in utilizing their combined resources in this effort.

NOW AND THEREFORE, in consideration of the mutual promises herein, the Participating Agencies agree as follows:

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

Section 2. CJI Team Members.

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2.1 The Team shall consist of a minimum of twelve (12) members, with each Agency providing no less than two (2) representatives.

2.2 The program involvement and direction of the Team shall be the joint responsibilities of the Team members.

2.3 Any significant decisions that affect the CJI Team process shall require a vote from a representative for each Agency in order for a vote to carry.

2.4 Agencies shall make every effort to ensure that a least one representative from their respective agency is in attendance at every CJI Team meeting.

Section 3. *CJI Team Officers.*

3.1 The CJI Team shall be chaired by the CJI Team president ("President") who shall be selected on an alphabetically rotating schedule. The President shall serve for a two-year term after which the position of President shall rotate to the next Agency until all Agencies have served the established two-year term, after which the cycle shall begin again.

3.2 The position of CJI Team secretary ("Secretary") shall be provided by the same Agency as that for President and shall also serve a two-year term.

3.3 The selection of CJI Team vice president ("Vice President") shall also be on an alphabetically rotating schedule, but shall not be from the same Agency as those individuals serving as President and Secretary. The Vice President shall serve a two-year term, after which the Vice President shall be rotated to the position of President.

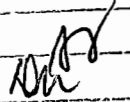
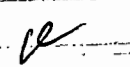
3.4 The names of the chosen President, Vice President and Secretary shall be provided to the Team at the last CJI Team meeting of the calendar year in preparation for the commencement of their two-year terms beginning January 1.

Section 4. *CJI Team Officer Responsibilities.*

4.1 **President.** The President shall be responsible for chairing all CJI Team meetings, each of which shall be held two weeks after each official jail inspection, for a total of six (6) meetings per year. Meetings may be held via teleconference or in person at a location designated by the President.

4.2 **Vice President.** The Vice President shall be responsible for chairing CJI Team meetings in the absence of the President.

4.3 **Secretary.** The Secretary shall be responsible for the following:

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- 4.3.1 Preparing the agenda for each Team meeting;
- 4.3.2 Recording the minutes of each Team meeting;
- 4.3.3 Distributing all relative material to Agency members;
- 4.3.4 Updating all Team member contact information to ensure that the information remains up-to-date; and
- 4.3.5 Maintaining an electronic file of the CJI Team official records.

4.4 Upon completion of the two-year term and selection of a new Secretary, the outgoing Secretary shall ensure that a copy of the electronic official records is forwarded to the incoming Secretary.

Section 5. *Agency Responsibilities.*

5.1 Each Agency shall make a reasonable effort to provide a minimum of two (2) certified jail inspectors for each scheduled inspection.

5.2 Agencies shall ensure that jail inspectors and other personnel required in its performance under this Agreement are made available for the duration of this Agreement. Agencies shall ensure that their respective inspectors have a vehicle made available to them for the duration of each inspection performed.

5.3 Any and all costs associated with the performance of each Agency under this Agreement, including, but not limited to, personnel salaries, fringe benefits, and overtime pay for their respective personnel, shall be the sole responsibility of the respective Agency. No Agency shall receive any form of compensation or reimbursement for participating in the services provided under this Agreement.

5.4 Each Agency shall be responsible for the acts or omissions of its assigned personnel. All persons employed by an Agency in connection with this Agreement shall be considered employees of that respective Agency and shall in no way, either directly or indirectly, be considered employees or agents of another Agency.

Section 6. *Inspections.*

6.1 **No cost to inspected agency.** All inspections performed under this Agreement shall be free of charge and at no cost to the Agency being inspected.

6.2 **Florida Model Jail Standards.** Inspections shall be performed by the selected CJI inspection team members in accordance with the Florida Model Jail Standards, as may be

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CCS	<i>[Signature]</i>

amended. Representatives of the County facility that is being inspected shall not participate in their own agency's facility inspection.

6.3 Scheduling of Inspection. Each Agency shall be responsible for scheduling the inspection of their respective facility, as agreed upon by the CJI Team members for each calendar year.

6.4 Inspection Reports and Findings. A chairperson for the inspection team shall be randomly selected for each month. The chairperson and the inspecting team shall prepare an inspection report utilizing the standards and forms set forth in the Florida Model Jail Standards. Inspection reports shall be in writing and provided to the inspected Agency within fourteen (14) days from the date of the inspection. The inspected Agency shall be solely responsible for submittal of all inspection reports to the required accrediting body, in accordance with the Florida Model Jail Standards.

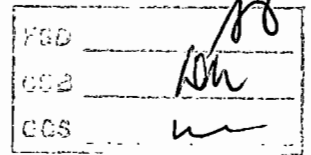
6.5 Medical Inspections. In addition to the performance of jail inspections, a medical inspection shall be conducted by a certified jail medical inspector(s). Thereafter, the inspection team chairperson shall be provided with a copy of the completed medical inspection report, on the approved Florida Model Jail Standards form, which shall be made a part of the overall jail inspection report.

6.6 Exceptions. The Agencies agree that the medical inspections of the jails, the Department of Juvenile Justice contract areas and Federal Prisoner contract areas shall not be subject to inspection by the CJI Team. However, the inspection team chairperson shall be provided with a copy of the current medical inspection report for those areas, which shall also be included as part of the overall inspection report. Medical inspection reports for these areas shall also be completed on FJMS approved forms.

Section 7. *Records Management and Public Records.*

7.1 Records Management. Each Agency shall retain copies of all records associated with this Agreement for the applicable period set forth in the records retention schedules for the State of Florida. In the event an Agency elects to terminate its participation in this Agreement, the respective Agency shall continue to maintain its records in accordance with the Florida records retention schedules.

7.2 Public Records. All documents or records related to this Agreement or an Agency's performance under this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Each Agency shall be solely responsible for making available copies of all records associated with this Agreement for examination or inspection. Each Agency shall comply with all requests for public records



associated with this Agreement in accordance with Florida's Public Records Law and other applicable State law requirements.

Section 8. Insurance.

8.1 Without waiving its right to sovereign immunity, as provided for in Section 768.28, Florida Statutes, each Agency agrees to maintain General Liability and Automobile Liability or be self-insured with coverage limits in amounts as set forth in Section 768.28, Florida Statutes.

8.2 Each Agency agrees to maintain commercial liability insurance or to be self-insured for Workers' Compensation & Employers' Liability in accordance with Chapter 440, Florida Statutes.

Section 9. Indemnification. Each Agency agrees to defend, indemnify, and hold harmless the other Agencies, their officials, agents, and employees from and against any and all claims, suits, judgments, demands, costs and expenses (including attorneys' 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 provision of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by any Agency to assume any liability for the acts, omissions and/or neglect of the other parties.

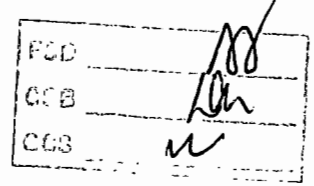
Section 10. Removal from Premises. Each Agency may, in its sole and absolute discretion, prohibit entry into its respective facility or authorize the removal of any other Agency's employee, agent, or representative from its premises at any time.

Section 11. Term and Termination.

11.1 **Term.** The term of this Agreement shall be for a period of two (2) years from the date of the last signing party, with up to two (2) subsequent automatic 2-year renewals, unless otherwise terminated by the parties.

11.2 **Termination.** An Agency may terminate its participation in this Agreement at any time upon thirty (30) days written notice to the CJI Team members. Written notice shall be provided in accordance with Section 14 of this Agreement.

Section 12. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein.



Section 13. Amendments. No change in, modification of, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by authorized representatives of all parties hereto, and subsequent to the full execution of this Agreement.

Section 14. Notice. Any notice required or permitted hereunder shall be delivered by hand delivery, express courier, or certified mail, return receipt requested. Notices shall be delivered to each of the Agencies at the following addresses or such other addresses as specified by written notice, in compliance with the terms of this paragraph.

As to **Sheriff, Manatee County, Florida:** Manatee County Sheriff's Office
Attn: Corrections Administration
600 Highway 301 Blvd. West
Bradenton, Florida 34205

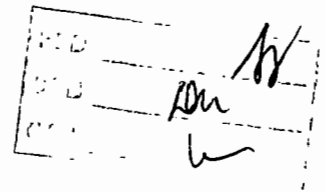
As to **Orange County, Florida:** Orange County, Florida
Attn: Corrections Administration
P.O. Box 4970
3723 Vision Blvd.
Orlando, Florida 32839

As to **Osceola County, Florida:** Osceola County, Florida
Attn: Corrections Administration
402 Simpson Road
Kissimmee, Florida 34744

As to **Sheriff, Polk County, Florida:** PSCO Sheriff's Operations Center
Attn: Corrections Administration
1891 Jim Keene Blvd.
Winter Haven, Florida 33880

As to **Sheriff, Sarasota County, Florida:** Sarasota County Sheriff's Office
Attn: Corrections Administration
6010 Cattleridge Blvd.
Sarasota, Florida 34232

As to **Volusia County, Florida:** Volusia County Florida
Attn: Corrections Administration
123 W. Indiana Avenue
P.O. Box 569
Deland, Florida 32721-0569



Section 15. Applicable Law. The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida.

Section 16. Counterparts. This Agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. This Agreement may be executed on facsimile counterparts.

Section 17. Effective Date. This Agreement shall become effective on the date upon which it has been fully executed by all parties.

IN WITNESS WHEREOF, this Agreement has been fully executed, on behalf of the parties hereto, by their duly authorized representatives, on the dates set forth below.

SHERIFF, POLK COUNTY, FLORIDA

By: Andria McDonald

Print Name: Andria McDonald

Date: 2-17-19

ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

By: Bryan W. Brooks
for Jerry L. Demings
Orange County Mayor

Date: 9 April 2019

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

By: Katie Smith
Deputy Clerk

Date: APR 09 2019



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CSB	<u>AM</u>
CCS	<u>W</u>

[REMAINING SIGNATURES ON FOLLOWING PAGE]

OSCEOLA COUNTY, FLORIDA

By: Osceola County Board of County Commissioners

By: Chief Bryan Holt

Print Name: Chief Bryan Holt

Date: 2/26/19

SHERIFF, MANATEE COUNTY, FLORIDA

By: Major Daniel Kantman

Print Name: DANIEL KANTMAN

Date: 5-10-19

SHERIFF, SARASOTA COUNTY, FLORIDA

By: Thomas M. Knight

Print Name: Thomas M. Knight

Date: 05-06-19

VOLUSIA COUNTY, FLORIDA

By: Mark Flowers

Print Name: MARK FLOWERS

Date: 3-21-19

APPROVED AS TO FORM AND CONTENT

BY Crystal Bailey 5.6.2019
CRYSTAL H. BAILEY DATE
SENIOR ASSISTANT GENERAL COUNSEL