

MEMORANDUM OF AGREEMENT

BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

ORLANDO POLICE DEPARTMENT

This is an Amendment to the Memorandum of Agreement (“Agreement”) between the Florida Department of Corrections (“Department”) and Orlando Police Department (“Agency”) to provide a mechanism for the Department, through its Community Corrections Circuit Office (specifically the Ninth Judicial Circuit in Orange County), and the Agency, to share investigative information and collaborate on enforcement efforts with a goal of reducing criminal activity by coordinating physical resources, manpower, and criminal intelligence.

This Amendment:

- Revises **WITNESSETH**, second paragraph;
- Renews the Agreement for five (5) years pursuant to Section I., TERM OF AGREEMENT, and revises Section I., TERM OF AGREEMENT. This Agreement is in its final renewal term;
- Revises Section II., B., Responsibilities of the Department, 3., 4., 5., and 6.;
- Revises Section II., C., Responsibilities of the Agency, 6., and 7.;
- Revises Section II., D., Joint Responsibilities, 1.;
- Revises Section II., E., Coalition Structure, 2.;
- Revises Section IV., A., Department’s Agreement Administrator, first and second paragraphs;
- Revises Section IV., B., Agreement Managers;
- Revises Section VI., TERMINATION;
- Revises Section VII., A., Public Records Law;
- Revises Section VII., C., Confidentiality;
- Revises Section VII., D., Disputes;
- Deletes Section VII., E., Data Sharing;
- Revises Section VII., H., Prison Rape Elimination Act (PREA);
- Revises Section VII., J., Force Majeure;
- Adds Section VII., K., Americans with Disabilities Act; and
- Adds Section VII., L., Cooperation with the Florida Senate and the Florida House of Representatives.

Original Agreement Term:

February 25, 2016 through February 24, 2021

In accordance with Section V., **REVIEW AND MODIFICATION**; the following changes are hereby made:

1. **WITNESSETH**, second paragraph, is hereby revised to read:

WHEREAS, the parties agree that there is area law enforcement issues relating to criminal activity in Orange County, Florida;

2. Section I., **TERM OF AGREEMENT**, is hereby revised to read:

I. TERM OF AGREEMENT

This Agreement began on February 25, 2016, and shall end on February 24, 2026.

3. Section II., B., Responsibilities of the Department, 3., 4., 5., and 6., is hereby revised to read:

II. B. Responsibilities of the Department

3. The Department will designate officers to participate in the Agency operations, in order to familiarize the Agency with the location, descriptions, and conditions of supervision for offenders on community control, sexual predators, sexual offenders, and high risk offenders. All Department officers who participate in these operations will be current on use of force training in accordance with the Department's Procedure 302.313 "Use-of-Force in Community Corrections". The Department will designate officers to participate in operations when, in its own judgment, the Department believes it can commit resources to the Agreement.
4. The Department will designate officers to conduct administrative searches in accordance with the Department's Procedure 302.311 "Plain View Observations, Walk Through Visual Inspections, Searches, and Warrantless Arrests" to ensure that offenders are in compliance with their terms of supervision.
5. The Department will brief the Agency's officers in accordance with Department Procedure 302.311 "Plain View Observations, Walk Through Visual Inspections, Searches, and Warrantless Arrests" regarding participation in warrantless arrests.
6. The Department may be present, but will not participate in law enforcement activities when the offender is not under the supervision of the Department or the Florida Commission on Offender Review (FCOR).

4. Section II., C., Responsibilities of the Agency, 6., and 7., is hereby revised to read:

II. C. Responsibilities of the Agency

6. The Agency will assist the Department in transporting and/or arresting offenders within Orange County, Florida, or as otherwise permitted by law, if the offender is found to be in violation of supervision. The Agency will ensure that officers are aware of the Department's Procedure 302.311 "Plain View Observations, Walk Through Visual Inspections, Searches, and Warrantless Arrests" when participating in transporting/arresting aforementioned absconders or offenders.
7. The Agency will provide opportunities for the Department to participate in ride along operations in order for Department's officers to familiarize the Agency with the whereabouts, descriptions, and specified conditions of supervision of community control offenders, sexual predators, sexual offenders, and high risk offenders, to ensure that all violations are communicated to the Department's officer supervising the offender for communication to the appropriate sentencing authority.

5. Section II., D., Joint Responsibilities, 1., is hereby revised to read:

II. D. Joint Responsibilities

1. In order to enhance public safety, each party agrees to commit its resources, as it deems appropriate, to apprehend offenders under supervision of the Department or the FCOR who have violated supervision terms, set forth by their sentencing authority.

6. Section II., E., Coalition Structure, 2., is hereby revised to read:

II. E. Coalition Structure

2. The Chief will also function as the Agency's Agreement Manager, as provided for in Section IV., **AGREEMENT MANAGEMENT**, and will serve as the Agency's liaison and contact regarding issues that arise from this Agreement.

7. Section IV., A., Department's Agreement Administrator, first and second paragraphs, is hereby revised to read:

IV. A. Department's Agreement Administrator

The Department's Agreement Administrator is responsible for maintaining the official Agreement file, processing any amendments, termination of the Agreement, and maintaining records of all formal correspondence between the parties regarding administration of this Agreement.

The title, address, and telephone number of the Department's Agreement Administrator is:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

8. Section IV., B., Agreement Managers, is hereby revised to read:

IV. B. Agreement Managers

FOR THE DEPARTMENT

Thomas Magorrian
Circuit Administrator, Ninth Judicial Circuit
2925 Michigan Avenue
Kissimmee, Florida 34744
Telephone: (407) 846-5023
Fax: (407) 746-5027
Email: Thomas.Magorrian@fdc.myflorida.com

FOR THE AGENCY

Orlando Rolón
Chief
1250 W. South Street
Orlando, Florida 32805
Telephone: (407) 246-2470
Fax: (407) 246-2406
Email: opd@cityoforlando.net

9. Section VI., **TERMINATION**, is hereby revised to read:

This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than 30 calendar days' notice. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained.

In addition, this Agreement may be terminated with 24 hours' notice by either party for any failure of the other party to comply with the terms of this Agreement or any applicable Florida law.

10. Section VII., A., Public Records Law, is hereby revised to read:

VII. A. Public Records Law

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, Florida Statutes (F.S.), made or received by the Agency in conjunction with this Agreement. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

11. Section VII., C., Confidentiality, is hereby revised to read:

VII. C. Confidentiality

The Department and the Agency agree that all information and records obtained in the course of providing services under this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto.

The Department agrees to keep all Agency personnel information (i.e., employee telephone numbers, addresses, etc.) strictly confidential and exempt from public record disclosure pursuant to F.S., Section 119.071(4)(d)(2) and shall not disclose said information to any person, unless released in writing by said Agency.

12. Section VII., D., Disputes, is hereby revised to read:

VII. D. Disputes

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Director of Community Corrections. If written consent is given by the Agency, the Department's Director of Community Corrections shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, the Department's Agreement Manager, and the Department's Agreement Administrator. Otherwise, the parties agree to agree on a mediator and split the cost of the mediation fees evenly.

13. Section VII., E., Data Sharing, is hereby deleted in its entirety:

14. Section VII., H., Prison Rape Elimination Act (PREA), is hereby revised to read:

VII. H. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115 to the Department's Agreement Manager, or designee.

15. Section VII., J., Force Majeure, is hereby revised to read:

VII. J. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, pandemics, strikes, or labor disputes.

16. Section VII., K., Americans with Disabilities Act, is hereby added:

VII. K. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, and the Agency may be declared ineligible for further Agreements.

17. Section VII., L., Cooperation with the Florida Senate and the Florida House of Representatives, is hereby added:

VII. L. Cooperation with the Florida Senate and the Florida House of Representatives

In accordance with Florida law, the Agency agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or the Florida House of Representatives, as required by the Florida Legislature. The Agency is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

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**AGREEMENT #A3832
AMENDMENT #1**

All other terms and conditions of the original Agreement remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**AGENCY:
ORLANDO POLICE DEPARTMENT**

SIGNED
BY: _____
NAME: Orlando Rolón
TITLE: Chief, Orlando Police Department
DATE: _____
FEIN: 59-6000396

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED
BY: _____
NAME: Kasey A. Bickley
TITLE: Chief, Bureau of Procurement
DATE: _____

SIGNED
BY: _____
NAME: Dorothy M. Burnsed
TITLE: Deputy General Counsel
DATE: _____