

**INTERLOCAL AGREEMENT  
BETWEEN ALACHUA COUNTY  
AND THE ALACHUA COUNTY SHERIFF'S OFFICE DEPARTMENT OF THE JAIL FOR SERVICES PROVIDED BY  
THE ALACHUA COUNTY VICTIM SERVICES AND RAPE CRISIS CENTER**

THIS INTERLOCAL AGREEMENT is made and entered by and between ALACHUA COUNTY, a charter county and political subdivision of the State of Florida (the "County") and the SHERIFF OF ALACHUA COUNTY on behalf of the Alachua County Sheriff's Office Department of the Jail (hereinafter referred to as ACSODOJ). Hereafter, the County and ACSODOJ are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, Section §163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local government entities, including cities and counties, to enter into agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of their citizens; and

WHEREAS, the Prison Rape Elimination Act (PREA) purpose is to "provide for the analysis of the incidence and effects of prison rape in federal, state, and local institutions and to provide information, resources, recommendations and funding to protect individuals from prison rape.", and

WHEREAS, the Alachua County Victim Services and Rape Crisis Center (VSRCC) is the certified Rape Crisis Center for Alachua, Bradford, and Union counties and provides services for victims of rape, sexual assault, and other crimes, and

WHEREAS, the ACSODOJ seeks to work cooperatively with the County to provide PREA related services to inmates of the Department of the Jail.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated into and made a part of this Interlocal Agreement, and the mutual agreements and covenants herein contained, the Parties agree as follows:

PURPOSE/SCOPE

- A. The purpose of this agreement is to assure a unified effort between the entities involved to provide any incarcerated inmate with confidential emotional support services related to sexual abuse occurring during an inmate's incarceration as required by Standards 115.21 and 115.53 of the National Standards to Prevent, Detect, and Respond to Prison Rape, adopted by the Department of Justice in 2012 (National Standards).
- B. This agreement shall not affect any terms of any pre-existing contract between the parties.

**Section I**

**I. RESPONSIBILITIES**

- A. The Alachua County Board of County Commissioners Victim Services Rape Crisis Center shall:
  - 1. Provide to ACSODOJ a list of current rape crisis center personnel authorized to act as the point of contact to implement this Agreement, develop additional operational details, and respond to a report of sexual abuse or a request for help from an inmate who has alleged

sexual abuse. This list should include names, titles, telephone numbers, e-mail address, and be updated as necessary.

2. Respond to a request from any inmate at ACSODOJ who alleges sexual abuse to provide support services related to sexual abuse including, hospital accompaniment during the forensic medical examination, in-hospital investigatory interviews, emotional support services, information referrals, and follow-up crisis counseling on request of the inmate. Up to three (3) counseling sessions will be provided for each requesting inmate as deemed necessary by rape crisis personnel and coordinated through the ACSODOJ PREA Coordinator. Crisis counseling provided via the crisis hotline will be available on a 24/7 basis.
3. Comply with all necessary security clearances, as required by the ACSODOJ.
4. Advise inmates who contact the VSRCC that services are limited to support and advocacy for a sexual abuse incident occurring at ACSODOJ.
5. Provide to ACSODOJ a mailing address to disseminate to the inmate population so that inmates may contact the VSRCC if they wish to receive support services related to a sexual abuse incident that occurs at ACSODOJ.
6. Maintain client confidentiality as required by state and federal laws for VSRCC personnel.
7. Communicate any questions or concerns to the ACSODOJ PREA Coordinator or his/her designee at monthly in-person meetings or the appropriate facility staff, with phone calls in between meetings as needed.

**B. Alachua County Sheriff's Office Department of the Jail shall:**

1. Provide the VSRCC, a list of persons authorized to act as point of contact to implement this Agreement and develop additional operational details. This list shall include names, titles, telephone numbers and email addresses, and be updated as necessary.
2. Make involvement of VSRCC personnel a component of the Standard Operating Procedures to a report of sexual abuse giving the inmate contact information for access to outside victim advocates for emotional support services related to sexual abuse.
3. Complete all necessary security clearances, as required and appropriate by the ACSODOJ.
4. Allow entry of VSRCC personnel who meet all required guidelines as outlined in Section 1. Item 1 above and pass ACSODOJ security clearance.
5. Work with the VSRCC to set up any requested crisis counseling sessions between an inmate who has alleged sexual abuse and VSRCC personnel and provide adequate meeting area where sufficient confidentiality can be maintained during said counseling sessions. Up to three (3) sessions will be provided for each requesting inmate as deemed necessary by the VSRCC personnel.
6. Contact the VSRCC to request VSRCC personnel accompany and support the Inmate survivor of sexual violence through the forensic medical examination process and

investigatory interviews. Inmate survivor of sexual violence will be escorted to the hospital by a detention officer who is not the identified perpetrator.

7. Upon the request of VSRCC personnel, ensure that appropriate ACSODOJ personnel is present to ensure safety and security of all.
8. Facilitate any follow-up and on-going contact as requested by the VSRCC personnel between the inmate survivor of sexual violence and VSRCC personnel without regard to the status of an investigation.
9. Communicate any questions or concerns to the appropriate VSRCC staff or personnel.

## **Section II**

For the purpose of this document:

***Emotional support services*** are defined as 24 hour crisis hotline, hospital accompaniment and in person crisis counseling.

***Inmate survivors of sexual violence*** are defined as persons incarcerated in ACSODOJ who have experienced sexual assault, abuse, or assault at any time in their life.

***Designated rape crisis center personnel*** are defined as personnel affiliated with the Alachua County Board of Commissioners VSRCC who meet the qualifications for sexual battery counselor and/or sexual assault counselor as defined in FS. 90.5035 and FS. 794.055.

***Sexual assault client counselor privilege*** is defined in FS 90.5035 as “communication between a sexual assault counselor or trained volunteer and a victim is “confidential” if it is not intended to be disclosed to third persons. This protection applies as long as the communication is not intended to be disclosed to persons other than those present to further the interest of the victim in the interview, those persons necessary for the transmission of the communication and those persons to whom the disclosure is reasonably necessary to accomplish the purpose for which the sexual assault counselor is consulted.

***Rape Crisis Center volunteer*** means a citizen, not salaried who has completed 30 hours of Advocacy Core Training and provides sexual assault services on behalf of the VSRCC.

### Section III

#### I. GENERAL PROVISIONS

##### A. Period of Agreement and Termination:

1. This agreement shall become effective upon the date of final signature of both parties, as designated below, and remain in effect for three (3) years, or unless terminated earlier by mutual agreement, or by either party upon thirty days advanced written notice to the other party.
2. This agreement may be suspended or terminated by the ACSODOJ at any time for reasons related to institution security.

##### B. Modification Procedure:

1. Either party may propose to amend or modify this agreement at any time. All proposed amendments or modifications will be in writing and will become effective only upon the written agreement of both parties.

##### C. Liability/Indemnity:

1. Either party shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other party.
2. Each party shall cooperate with the other party in the investigation and resolution of any administrative claims and/or litigation arising from conduct related to this agreement.

##### D. Severability:

1. If any provisions of this Agreement are determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

##### E. State of Emergency:

1. In the case of a pandemic or any other declared emergency the services would be limited to telephonic with an exemption on a case by case basis if needed.
2. If there is a disruption of services in the event of a declared emergency, both agencies (VSRCC and ACSODOJ) will find ways to safely, and effectively provide services to clients via telephone services that are confidential.
3. The ACSODOJ will continue to provide confidential areas that allow adequate space for social distancing, if required per county or state ordinance, and an area that is properly cleaned/sanitized.

Section IV

The individuals executing this agreement on behalf of each party warrants that he/she is authorized to execute the agreement on behalf of their prospective agencies and that the agency will be bound by the terms and conditions herein. The understanding between all parties is that there are no funds obligated under this agreement.

In Witness Whereof, the undersigned, duty-authorized officers hereby subscribe their names on behalf of Alachua County Sheriff's Office Department of Jail and Alachua County Board of County Commissioners:

ALACHUA COUNTY SHERIFF'S OFFICE

Approved as to form and legality, subject to execution.

Signed By: [Signature]  
Name: Emery Gainey  
Title: Sheriff  
Date: 9/18/24

Signed by: [Signature]  
Name: Michael Becker  
Title: General Counsel  
Date: Sept. 17, 2024

ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS

Approved as to form and legality, subject to execution.

Signed by: \_\_\_\_\_  
Name: Mary Alford  
Title: Chair  
Date: \_\_\_\_\_

Signed by: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Alachua County Attorney  
Date: \_\_\_\_\_