

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: November 3, 2015

FROM: Jeffrey P. Sheffel
City Attorney

SUBJECT: Proposed Memorandum of Understanding with Broward Sheriff's Office for the implementation of the South Florida Internet Crimes Against Child Operational Task Force.

I have discussed the above Agreement with the participating Department/Office, and the general business terms and other significant provisions which are proposed are as follows:

- 1) Department/Office involved – Police
- 2) Type of Agreement – Memorandum of Understanding
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
 - a) initial – Effective upon execution and remains in full force until terminated.
 - b) renewals (if any) –n/a
 - c) who exercises option to renew –n/a
- 5) Contract Amount- n/a
- 6) Termination rights - The City may withdraw its participation in the Task Force upon notification to all participating agencies under the MOU.
- 7) Indemnity/Insurance Requirements – The MOU requires the City to assume its own liability and responsibility as well as indemnify to the extent permitted by law. In addition, City must maintain its self-insurance fund consistent with Section 768.28, Florida Statutes.
- 8) Scope of Services – The City's Police Department has been part of the South Florida Crimes Against Child Operational Task Force. This multi-agency task force was formulated to combat crimes committed against children and the criminal exploitation of children that is committed and/or facilitated by or through the use of computers, and to disrupt and dismantle organizations engaging in such activity.
- 9) City's prior experience with Vendor (if any) – yes.

TERM SHEET CONTINUED

10) Other significant provisions – (a) Broward Sheriff's Office is the recipient of a federal grant disbursed by the Office of Juvenile Justice and Delinquency Prevention which provides funding for equipment, training and expenses, including travel and overtime funding and BSO's Task Force Commander will be responsible for determining the equipment, personnel, and training needs of the Task Force. Authorization of overtime, the purchase of equipment and any other expenditures will be the responsibility of BSO, the extent these costs are funded as permitted by the grant; (b) Each party agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other party to the agreement in order to effect the purposes of the Task Force and agrees to bear the cost of loss or damage to such equipment, vehicles, or property. This does not preclude necessary property, resources or costs being purchased or funded via vested Task Force funds, if agreed to by the parties; (c) Each participating agency shall compensate its employees during the time they participate in the Task Force operations. This provision does not preclude payment of compensation (including overtime compensation) if allowed, through the use of legally vested Task Force funds, as agreed to by the parties; and (d) In the event there is a forfeiture action, distribution of the proceeds from successful actions shall be equitable among the parties to this Agreement and shall take into account their relative role in support of the efforts of the Task Force unless an alternate distribution allocation among the parties is agreed to. .

cc: Wazir A. Ishmael, Ph.D, City Manager