

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners

DATE: January 17, 2017

FROM: Jeffrey P. Sheffel, City Attorney

SUBJECT: Proposed Agreement with Sheriff, County, Pembroke Pines, Miramar and Hallandale Beach

I have reviewed the above-captioned agreement for form and legality, and the general business terms and other significant provisions are as follows:

- 1) Department/Office involved – Police
- 2) Type of Agreement – Memorandum of Understanding for Prisoner Transport
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
 - a) initial – Until 9/30/2017
 - b) renewals (if any) – Unlimited number of 1-yr. renewals
 - c) who exercises option to renew – renewal is automatic
- 5) Contract Amount – In 1st yr., Hollywood will pay \$46,904.40, County \$200,000, Pembroke Pines \$17,372, Miramar \$13,897.60 and Hallandale Beach \$8,686. Amounts for each renewal, if any, will be based on the detail rates for that year.
- 6) Termination rights – County or any city can terminate without cause, effective immediately, by not paying its contribution as required by the agreement. Any party can terminate without cause, effective immediately, by giving 30 days' notice. If County or any city gives 30 days' notice, agreement is terminated only as to the terminating party. If Sheriff gives 30 days' notice, agreement is terminated as to all parties.
- 7) Indemnity/Insurance Requirements – Each city will indemnify Sheriff and County, and Sheriff will indemnify County and cities.
- 8) Scope of Services – Sheriff will provide prisoner transport services.
- 9) City's prior experience with Vendor – Yes.
- 10) Other significant provisions – None.

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