

## **MEMORANDUM OF UNDERSTANDING FOR PRISONER TRANSPORT**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered this \_\_\_\_\_ day of December 2016, by and between Scott J. Israel, as Sheriff of Broward County, Florida (hereinafter referred to as "SHERIFF"); Broward County Board of County Commissioners (hereinafter referred to as "COUNTY"); and the following municipalities (hereinafter individually referred to as "CITY" and collectively referred to as "CITIES"): City of Hollywood, Florida (hereinafter individually referred to as "HOLLYWOOD"); the City of Pembroke Pines, Florida (hereinafter individually referred to as "PEMBROKE PINES"); the City of Miramar, Florida (hereinafter individually referred to as "MIRAMAR"), and the City of Hallandale Beach, Florida (hereinafter individually referred to as "HALLANDALE").

**WHEREAS**, the CITIES have requested operational assistance from SHERIFF to provide prisoner transportation services for offenders arrested in their respective municipalities;

**WHEREAS**, prisoner transport by SHERIFF benefits the CITIES by keeping their officers on patrol within their respective municipalities, rather than traveling to SHERIFF's booking location in Fort Lauderdale; and,

**WHEREAS**, SHERIFF has agreed to provide prisoner transportation services to the CITIES pursuant to the terms and conditions described herein.

**NOW THEREFORE**, the parties agree as follows:

1. SHERIFF agrees to provide prisoner transportation services to the CITIES in accordance with the terms and conditions described in this MOU. The COUNTY and CITIES financial contributions are limited to those described in Section 12, and they shall not be responsible for payment of any payroll obligations or benefits for SHERIFF's deputies assigned to provide prisoner transportation services.

2. The CITIES agree to complete the Permit Application for Special Details, as a condition to SHERIFF providing prisoner transportation services. The provisions of the "Permit Application for Special Details" shall apply to this MOU, a copy of which is attached hereto and incorporated herein.

3. The CITIES agree that all prisoners designated for transport to SHERIFF's booking location shall be delivered to one central receiving facility in HOLLYWOOD at 3250 Hollywood Boulevard. SHERIFF shall not be required to provide prisoner transportation services at any location other than the location designated in HOLLYWOOD.

4. The prisoner transportation detail schedule (hereinafter "Schedule") shall be 7 days per week, 365 days per year, during the following overlapping shifts:

- a. Shift 1: 1000 hours to 1800 hours
- b. Shift 2: 1400 hours to 2200 hours
- c. Shift 3: 1800 hours to 0200 hours

5. If any shift of the Schedule cannot be filled, SHERIFF will immediately notify the CITIES via SHERIFF's Communications Division that such shift of the Schedule will be cancelled.

6. SHERIFF agrees that during the time period that prisoner transportation services are being provided to the CITIES pursuant to the Schedule, that SHERIFF will not utilize the deputies or van assigned to the CITIES to transport prisoners for any municipality not subject to this MOU. Notwithstanding the foregoing, nothing herein shall prevent SHERIFF from entering into agreements with other municipalities for prisoner transportation services.

7. If a prisoner transport van arrives to pick up prisoners pursuant to the Schedule and the CITIES do not have prisoners to transport, the CITIES will be charged for prisoner transportation services regardless.

8. Before SHERIFF accepts a prisoner for transport, each CITY will ensure that SHERIFF receives a completed probable cause affidavit, and warrant confirmation, if applicable. Additionally, each CITY shall inventory all prisoner property being transported with the prisoner and provide SHERIFF with a copy of the property form. If a CITY fails to provide SHERIFF with a copy of a prisoner's completed probable cause affidavit, warrant confirmation (if applicable), or property form at the time the transport van is scheduled to depart from HOLLYWOOD, then SHERIFF will not transport that CITY's prisoner.

9. SHERIFF will not accept any prisoners for transport that are in obvious medical distress until such time as the prisoner obtains a medical clearance from a hospital, which is the sole responsibility of the CITY responsible for the arrest of such prisoner.

10. If a prisoner transported to SHERIFF's booking facility requires a medical clearance at a hospital, as determined by SHERIFF's medical vendor during the booking process, then SHERIFF will notify the designated representative of the CITY responsible for the arrest of the prisoner, and the CITY shall take custody of the prisoner and transport him/her to the hospital for the medical clearance

11. Indemnification: To the extent permitted by law, each CITY agrees to indemnify and hold harmless SHERIFF, COUNTY, and their employees, agents and servants against any and all liability, costs, expenses, attorney's fees, or damages arising from any claim, demand, cause of action, or lawsuit arising from, either directly or indirectly, any acts which occur prior to the transfer of custody of the prisoner to SHERIFF. Nothing in this Agreement shall be construed to affect in any way each of the CITY's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes

Further, to the extent permitted by law, SHERIFF agrees to indemnify and hold harmless COUNTY and CITIES, and their officers, agents and employees against any and all liability, costs, expenses, attorney's fees, or damages arising from any claim, demand, cause of action, or lawsuit arising from, either directly or indirectly, any acts which occur following the transfer of custody of the prisoner to SHERIFF. Nothing in this Agreement shall be construed to affect in any way the SHERIFF's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

12. Method of Payment:

- a. The cost for SHERIFF to provide the prisoner transportation services described herein is , and shall not exceed, \$386,860.40 for Year 1 of the MOU. The parties understand that the cost is based upon the current detail rate of \$43.00 per hour, and \$53.00 per hour during SHERIFF recognized holidays, and may be revised upon each renewal

year of the MOU based upon the detail rates applicable during the renewal year.

- b. The parties agree to contribute to a fund (hereinafter "Fund"), in the amount described in Section 12.a., for the payment of special detail deputies to perform the services provided herein.
- c. COUNTY agrees to contribute \$200,000.00 to the Fund for Year 1.
- d. The CITIES shall contribute the remaining balance to the Fund after COUNTY's contribution in a pro rata amount based upon each CITY's percentage of arrests as compared to the total arrests of all CITIES that are a party to this MOU, based upon the prior calendar year's arrest data.
- e. The CITIES agree to contribute \$86,860.40 to the fund in Year 1, as follows:
  - i. HOLLYWOOD: \$46,904.40.
  - ii. PEMBROKE PINES: \$17,372.00.
  - iii. MIRAMAR: \$13,897.60.
  - iv. HALLANDALE: \$ 8,686.00.
- f. The contributions of the COUNTY and CITIES shall be submitted to SHERIFF no later than thirty (30) days following the execution of the MOU by all parties, and in subsequent renewal years such contributions shall be submitted to SHERIFF no later October 15<sup>th</sup> of such renewal year.
- g. SHERIFF shall maintain all contributions in an account managed through its Special Detail Office.
  - i. The Special Detail Office will withdraw funds from the account to pay the special detail deputies performing the prisoner transportation services under this MOU.
  - ii. Contributions to the Fund by the COUNTY and CITIES shall not be used to pay for any special detail services other than those described in this MOU.

- iii. SHERIFF shall provide COUNTY and CITIES with an accounting of the balance and expenditures from the Fund within two (2) weeks following the end of each quarter of the MOU, as follows: 1<sup>st</sup> quarter ending on December 31; 2<sup>nd</sup> quarter ending on March 31, 3<sup>rd</sup> quarter ending on June 30, and, 4<sup>th</sup> quarter ending on September 30.
  - iv. If a positive balance remains in the Fund at the end of the 4<sup>th</sup> quarter of any year of the MOU, and the parties agree to renew the MOU for an additional year, the parties will receive a credit towards their contributions for the renewal year of the MOU in proportion to their contributions to the fund in the prior year.
  - h. Should COUNTY or any CITY fail to contribute to the Fund by October 15<sup>th</sup> of each renewal year, then the MOU will automatically terminate and all funds contributed by the parties, which are remaining as of the date of termination, shall be returned.
  - i. If during any year or renewal year of the MOU (October 1 to September 30) it is determined that the balance of the Fund will not be sufficient to cover special detail prisoner transportation until the end of such year or renewal year of the MOU, SHERIFF shall notify the COUNTY and CITIES of such determination. Upon such notification, the parties will promptly meet to determine: (a) whether additional contributions will be made to the Fund, and if so the apportionment of those contributions; or (b) whether the Schedule should be modified to keep costs within the balance of the Fund; or (c) whether the MOU should terminate upon the exhaustion of the Fund.
13. Term and Termination:
- a. This MOU shall become effective upon full execution by all parties to the MOU **and** the full contribution of all parties as provided in Section 12, and shall be effective until September 30, 2017. The MOU shall automatically renew on a year-to-year basis on October 1 of each subsequent renewal year, unless terminated as provided herein.

- b. Automatic Termination: This MOU shall automatically terminate as to all parties if the COUNTY or any CITY fails to contribute funds for prisoner transportation services as provided in Section 12.h.,. Upon such automatic termination, any funds contributed by the COUNTY and CITIES which are remaining as of the date of termination shall be refunded to the parties in proportion to their contributions.
- c. Termination without cause:
  - i. Any party may terminate this MOU without cause upon thirty (30) days advance written notice to each of the other parties.
  - ii. If the COUNTY or a CITY exercises its right to terminate, this MOU shall remain in full force and effect as to all parties that remain subject to the MOU. Any funds contributed by the COUNTY or a CITY exercising its right to terminate, which are remaining on the date of termination, shall not be refunded to the COUNTY or such CITY, but shall be made available for use by any CITIES remaining subject to the MOU.
  - iii. If SHERIFF exercises its right to terminate, the MOU shall automatically terminate as to all parties on the date of termination, and shall have no further force or effect. Funds contributed by the COUNTY and CITIES to this MOU, which are remaining as of the date of termination by SHERIFF, shall be refunded to each of the COUNTY and CITIES in proportion to their contributions.
  - iv. If all CITIES exercise their right to terminate, the MOU shall automatically terminate as to all parties on the date of termination of all CITIES, and shall have no further force or effect. Any funds contributed by the COUNTY and CITIES to this MOU, which are remaining as of the date of termination of the last remaining CITY, shall be refunded to each of the COUNTY and CITIES in proportion to their contributions.

14. Conflict: To the extent that there is any conflict between the terms and conditions of the Permit Application for Special Details and the MOU, the terms and conditions of the MOU will apply.

15. No Third Party Beneficiaries: This MOU is for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity, including but not limited to prisoners. Nothing in this MOU shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

16. Additional Parties: The parties agree that no municipalities other than those described in this MOU may utilize the prisoner transportation services described herein. A municipality may be added as a party to the MOU only upon written amendment to the MOU executed by all current parties to the MOU, which shall include an agreement on a revised apportionment of the contributions to the Fund.

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