

**INTERLOCAL AGREEMENT BETWEEN HERNANDO COUNTY
AND THE HERNANDO COUNTY SHERIFF'S OFFICE REGARDING
THE OPERATION OF HERNANDO COUNTY JAIL**

THIS AGREEMENT is made and entered into by Hernando County (hereinafter referred to as "the COUNTY"), a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 20 North Main Street, Suite 263, Brooksville, Florida 34601, and the Sheriff of Hernando County, Florida, (hereinafter referred to as "the SHERIFF"), a constitutional officer, whose address is 18900 Cortez Boulevard, Brooksville, FL 34601.

WHEREAS, the COUNTY desires to assign responsibility for management and operation of Hernando County Jail (hereinafter referred to as "the Jail") to the SHERIFF, and the SHERIFF agrees to accept the responsibility for the operation thereof;

THE COUNTY AND SHERIFF hereby agree as follows:

1. **Legal Authority.** The parties enter into this Interlocal Agreement pursuant to the provisions of the Florida Interlocal Incorporation Act of 1969, Fla. Stat. § 163.01.
2. **Contingent Validity.** This Interlocal Agreement shall be null and void unless the Hernando County Board of County Commissioners adopts an ordinance designating the SHERIFF to be Hernando County's "Chief Correctional Officer" pursuant to Fla. Stat. § 951.061.
3. **Recognition of Sheriff as a Constitutional Officer.** The parties agree that no provision in this Interlocal Agreement shall impair the SHERIFF's independence as a constitutional officer as set out in Fla. Stat. Ch. 30 and Fla. Const. Art. VIII, § 1(d).
4. **Term.** This Interlocal Agreement shall become effective on August 27, 2010, and shall continue in full force and effect until September 30, 2013, or until terminated as provided for herein. Termination may occur upon mutual written consent. If this Interlocal Agreement is not

terminated as provided herein, the Interlocal Agreement shall be extended on the same terms and conditions as herein provided, or as may be amended from time to time, all for an additional period of three (3) years. In the event of termination, both parties will take all reasonable efforts to ensure a successful transition and to minimize any adverse impact upon the operation of the Jail, the Jail's personnel, and the COUNTY's annual budget process.

5. **Revenues.**

5.1. The SHERIFF shall annually submit a proposed budget of expenditures for the maintenance and operation of the county correctional system pursuant to Fla. Stat. §§ 30.49 and 951.061.

5.2. The COUNTY shall annually approve a budget for the SHERIFF for the maintenance and operation of the Jail from the COUNTY's general revenue fund, pursuant to Fla. Stat. §§ 30.49 and 951.061.

5.3. The SHERIFF shall be authorized to enter into agreements for housing of inmates with other governmental entities for the purpose of generating additional annual revenues. Revenues from such contracts with third parties shall be allocated equally to the SHERIFF and the COUNTY for the operation of the jail in the manner provided for in Fla. Stat. Ch. 129.

5.4. The COUNTY shall establish and maintain an Inmate Welfare Trust Fund pursuant to Fla. Stat. § 951.23(9). The percentage share of fees charged to inmates by the provider for use of the Jail's telephone system and paid to the Sheriff by the service provider will be deposited into the Inmate Welfare Trust Fund. The SHERIFF shall collect and utilize such trust funds pursuant to the requirements of Fla. Stat. § 951.23(9).

5.5. The SHERIFF shall determine the financial status of each inmate of the jail for the purpose of paying, from their income and assets, all or a fair portion of their daily subsistence costs. The SHERIFF may seek the reimbursement of inmate subsistence costs in the manner provided by Fla. Stat. § 951.033, as that statute may be amended from time to time.

6. **Personnel.** The warden, corrections officers, and personnel assigned to the Jail, shall be employees of the SHERIFF, and matters related to employment including hiring, termination, promotion, demotion and disciplinary action will be governed by policies, employment practices, and written directives of the SHERIFF, and such employees shall not be considered employees of the COUNTY. Upon the request of the SHERIFF's Human Resources Director, the COUNTY's Human Resources Department shall provide the SHERIFF assistance with obtaining staffing for the Jail for the time period up to and including February 23, 2011.

7. **Start-Up Costs.**

7.1. The parties recognize that the COUNTY has contemporaneously allocated Eight Hundred Forty-Eight Thousand Five Hundred and Fifty-Six Dollars (\$848,556.00) to the SHERIFF to be used for start-up costs related to hiring and recruiting personnel, purchasing equipment, uniforms and any other costs associated with the transition of jail operations from the Corrections Corporation of America (hereinafter referred to as "CCA") to the SHERIFF. Any funds remaining unspent at the end of the current fiscal year shall be placed by the COUNTY in a trust account for the use of the SHERIFF in the following fiscal year.

7.2. The parties recognize that the COUNTY has contemporaneously allocated Three Million Dollars (\$3,000,000.00) to a capital improvement fund the use of which is limited to funding jail renovations, repair, maintenance and jail improvements. Upon request by the SHERIFF,

the COUNTY shall allocate such funds in the manner provided for by state law.

7.3. The COUNTY shall adopt a resolution amending the COUNTY's 2009-10 budget to transfer the balance remaining in the 2009-10 budget, as of August 26, 2010, for Jail operations to the SHERIFF, excluding any funds set aside for repairs, maintenance for building and grounds and outside professional services.

7.4. Upon request by the SHERIFF pursuant to Fla. Stat. § 30.49, the COUNTY's budget officer will propose a budget for Jail operations in budget year 2010-11 as it allocated for Jail operations during budget year 2009-10, excluding the amounts set aside for repairs, maintenance for building and grounds and outside professional services.

8. **Adoption of the Florida Model Jail Standards.**

8.1. The Florida Model Jail Standards, promulgated pursuant to Fla. Stat. § 951.23 and as may be amended from time to time, is hereby incorporated into this Interlocal Agreement by reference.

8.2. The SHERIFF shall operate the Jail in compliance with the Florida Model Jail Standards.

8.3. The COUNTY shall maintain the Jail in compliance with the Florida Model Jail Standards. During the annual budget process, the COUNTY shall budget funds sufficient to maintain the Jail in a fashion consistent with the Florida Model Jail Standards.

9. **Inmate Medical Care.**

9.1. The SHERIFF shall be responsible for obtaining and paying for all routine physical examinations, lab tests, and sick calls performed and all medications administered to inmates within the Jail. The SHERIFF shall provide inmates with medical care and treatment that

is reasonably necessary and customarily provided within the Jail, and which are not medically required to be treated at an outside facility. The SHERIFF will contract with or employ a physician or medical services provider to perform on-site medical functions.

9.2 The COUNTY shall be responsible for all inmate medical treatment, care, and attendance performed on inmates outside the confines of the Jail, including hospitalization, medications, and ambulance services. If the COUNTY has named an authorized provider for the service, the SHERIFF will make all reasonable efforts to use the services of the authorized provider.

10. Property, Land, and Buildings.

10.1. The COUNTY shall retain ownership of all the real property, improvements to real property, portable buildings, and fixtures that comprise the Jail.

10.2. In the event that this Interlocal Agreement is terminated by either party, the title to, and physical possession of, all of property necessary for the operation of the Jail, including vehicles and applicable titles, furniture, and equipment shall be transferred to the COUNTY.

10.3. On or before September 27, 2010, the COUNTY and the SHERIFF will complete a joint inventory of the Jail's fixed assets. The SHERIFF shall take physical possession of all items listed on this inventory and any miscellaneous supplies remaining at the Jail. The COUNTY shall be responsible for and defend any claims made by CCA regarding corporate property remaining at the Jail as of August 27, 2010.

11. Insurance and Prior Occurrences.

11.1. The SHERIFF shall secure and maintain sufficient professional liability insurance coverage for all aspects of the SHERIFF's operation of the Jail. The COUNTY has the option of being listed as an additional named insured on such insurance policy at its own expense.

11.2. The COUNTY shall secure and maintain sufficient property insurance coverage, and all other necessary insurance coverages on the Jail.

11.3. As between the COUNTY and the SHERIFF, the COUNTY shall remain solely responsible for any claims, suits, losses, costs or demands either pending as of August 27, 2010, or arising thereafter but relating to events or conditions which occurred or existed prior to that date. The SHERIFF agrees to cooperate with the COUNTY in the defense of each such action, claim or demand.

12. Resolution of Disputes.

12.1. If the parties to this Interlocal Agreement fail to resolve any conflicts related to issues covered in this document, such dispute shall be resolved in accordance with governmental conflict resolution procedures by submitting to non-binding mediation under Fla. Stat. Ch. 164. In the event such dispute cannot be resolved through non-binding mediation despite and after diligent and continued efforts on the part of all parties hereto, then the parties reserve the right to pursue administrative and judicial relief.

12.2. All disputes shall be governed by the laws of Florida and venue of any dispute shall be in Hernando County absent mutual agreement by the parties to some other venue.

12.3. Nothing contained herein shall create any rights or causes of action or enforcement in favor of or by any person not a signatory to this Interlocal Agreement.

12.4. The parties agree that pursuant to Fla. Stat. § 30.49, the provisions of Section 12 above shall not be applicable to any disputes concerning the budget process, budget appeals, and any other disputes related to the SHERIFF's budget.

13. **General Provisions.**

13.1. The parties may amend this Interlocal Agreement only by mutual written agreement.

13.2. The parties agree that they have jointly prepared this Interlocal Agreement and that this Interlocal Agreement shall not be construed more severely against one of the parties than the other.

13.3. The SHERIFF and the COUNTY represent that they are each subject to sovereign immunity in accordance with state law. This agreement shall not constitute a waiver of sovereign immunity as to any matter to which such immunity would apply, except to the limited extent set forth in Fla. Stat. § 768.28. The parties acknowledge that they may not be protected by either sovereign immunity or Eleventh Amendment immunity as to any potential federal claims.

13.4. The COUNTY and the SHERIFF each bind the other and their respective successors in all respects to all of the terms, conditions, covenants, and provisions of this agreement.

13.5. This Interlocal Agreement does not create any relationship with, or any rights in favor of, any third party.

14. **Execution in Counterparts.** This Interlocal Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one in the same instrument.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the SHERIFF and the COUNTY on the date last executed below.

WITNESSES:

HERNANDO COUNTY SHERIFF'S OFFICE

Janet Andersen
6/2/2010

By: Richard Nugent
The Hon. Richard Nugent
Sheriff

W. H. J. J.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Janet Andersen
Janet Andersen
Sheriff's Attorney

ATTEST:

HERNANDO COUNTY

Karen Nicola
The Hon. Karen Nicola
Clerk

By: John C. Druzbeck
The Hon. John Druzbeck
Chairman, Board of County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Jon A. Jouben
Jon A. Jouben
Assistant County Attorney

