

## **INTERLOCAL AGREEMENT**

**THIS AGREEMENT** is made and entered into this 1st day of October, 2014, by and between the City of Clearwater, a Florida municipal corporation ("CITY"), and Bob Gualtieri, as Sheriff, Pinellas County, Florida ("SHERIFF"), (collectively referred to herein as the PARTIES).

### **WITNESSETH:**

**WHEREAS**, the PARTIES enter into this AGREEMENT pursuant to the provisions of Sections 163.01, et seq., the Florida Interlocal Cooperation Act of 1969; and

**WHEREAS**, the CITY and the SHERIFF have determined that it is in the best interest of the health, safety and welfare of the citizens to enter into this Agreement as the Parties desire to improve the efficiency and effectiveness of law enforcement services provided to Pinellas County citizens through a countywide prisoner transport unit; and

**WHEREAS**, the CITY had transported its own arrestees from its municipality to the Pinellas County Jail, which often times resulted in several officers being away from their jurisdiction and assigned patrol areas for extended periods of time; and

**WHEREAS**, the SHERIFF, is willing to transport the CITY'S arrestees at no cost to the CITY to the Pinellas County Jail, the Pinellas Safe Harbor, or the Pinellas Juvenile Assessment Center through the SHERIFF'S contractor, G4S, resulting in officers spending less time away from their jurisdiction and being more readily available for calls for service.

**NOW THEREFORE**, in consideration of the mutual promises and other good and valuable consideration contained herein, given by each party to the other, the receipt and adequacy of which is hereby acknowledged, the PARTIES hereby covenant and agree to the following:

1) The purpose of this AGREEMENT is to establish the terms under which the SHERIFF will provide prisoner (arrestee) transportation services for the CITY from various locations within Pinellas County to the Pinellas County Jail, the Pinellas Safe Harbor, and/or the Pinellas Juvenile Assessment Center.

2) The SHERIFF agrees to provide prisoner transportation services to the CITY through its vendor, G4S, as permitted by Florida law. Through a separate Agreement between the SHERIFF and G4S, officers of G4S used for this purpose will only be retired or former law enforcement officers.

3) The SHERIFF agrees to make available prisoner transportation services to the CITY 7 days per week and 20 hours each day. The usual operating hours of for this service will be from 7:00 a.m. until 3:00 a.m.; however the hours may be adjusted at the SHERIFF'S discretion based upon a review of appropriate staffing levels and with reasonable notice to the CITY.

4) The SHERIFF will transport adults and juveniles arrested by the CITY'S police officers, as well as respond to calls for transportation received from the Florida Probation Offices located in the CITY, to the Pinellas County Jail, the Pinellas Safe Harbor, and/or the Pinellas Juvenile Assessment Center, as applicable.

5) Under the SHERIFF'S current "Ask - A - Nurse" program the CITY'S police officers are encouraged to have Jail medical personnel treat their injured or ill arrestees, when appropriate, rather than incur expense to the County for medical treatment of the arrestee at a local hospital. Under circumstances where the CITY'S officer has received clearance from Jail medical personnel that the arrestee can be treated at the Jail, G4S officers will transport the prisoner. However, if the arrestee requires treatment at a hospital, the CITY'S officer will retain custody and responsibility of the prisoner until medically cleared for release and admittance to the Pinellas County Jail. G4S will pick-up the prisoner from the hospital if requested by the CITY.

A) If an arrested juvenile requires medical clearance before he or she will be accepted by the Pinellas Juvenile Assessment Center, the arresting officer will retain custody and responsibility of the prisoner until medically cleared for release and admittance to the Pinellas Juvenile Assessment Center. If a G4S transported juvenile is denied admittance to the Juvenile Assessment Center because of an injury or medical condition occurring before coming into the custody of G4S, the arresting agency may be contacted and required to resume custody of the juvenile for the purpose of having the arrestee medically cleared.

B) The sole decision whether to take custody of and transport a prisoner shall rest with the SHERIFF, and such discretion shall be exercised reasonably considering the goals and purpose of this Agreement.

6) There shall be no charge for prisoner transportation.

7) This Agreement shall become effective on the date of execution first written above and shall remain in effect unless and until either party hereto should decide to withdraw or cancel such party's participation pursuant to this Agreement without cause, or liability to the other party hereto by providing written notice of such withdrawal no less than ten (10) days prior thereto.

8) Each party to this Agreement shall bear all court costs, defense costs, and liability for its own law enforcement officers, agents and/or employees for acts undertaken pursuant to this Agreement. Nothing contained herein shall be construed to waive or modify the provisions of F.S. 768.28 or the doctrine of sovereign immunity as to any party hereto.



9) This document embodies the whole Agreement of the Parties. There are no promises, terms, conditions, or allegations other than those contained herein and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the Parties. This Agreement may be modified only in writing, executed by both Parties. This Agreement shall be binding upon the Parties, their successors, assigns and legal representatives.

10) All notices or invoices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the party's published address, unless specific written directions to the contrary are provided.

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed by their duly authorized officers, and their official seals hereto affixed, as applicable, the day and year first above written.

IN WITNESS WHEREOF, the parties hereto cause their signatures to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Countersigned:

CITY OF CLEARWATER, FLORIDA


\_\_\_\_\_  
George N. Cretekos  
Mayor

By:

\_\_\_\_\_  
William B. Horne II  
City Manager

Approved as to form:

Attest:

  
\_\_\_\_\_  
Robert J. Surette  
Assistant City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk

SHERIFF, PINELLAS COUNTY, FLORIDA

\_\_\_\_\_  
Bob Gualtieri, Sheriff