

AGREEMENT

COMES NOW, the CITY OF CLEARWATER, FLORIDA, a municipal corporation (hereinafter "CITY"), and BOB GUALTIERI, as Sheriff, Pinellas County, Florida, (hereinafter "SHERIFF") and agree as follows:

WHEREAS, the CITY desires to contract with the SHERIFF for assistance in examining latent fingerprints derived from crime scenes within the CITY and from suspects and victims of crimes occurring within the municipal limits of the CITY, and;

WHEREAS, the CITY desires to contract with the SHERIFF for crime scene services and evidence and property storage for the CITY OF CLEARWATER Police Department, and;

WHEREAS, the SHERIFF has available personnel to perform such services for the CITY;

WHEREAS, the CITY desires to contract with the SHERIFF for the provision of security at the Juvenile Assessment Center; and

WHEREAS, both the CITY and the SHERIFF believe the provision of such services as hereinafter described is in the best interest of the safety and welfare of the citizens of the CITY and of Pinellas County and that such will facilitate the investigation of criminal activity and the apprehension of persons engaging in such activity;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, the parties hereto agree as follows:

1. LATENT PRINT SERVICES

A. The SHERIFF shall provide to the CITY latent print examination and analysis services.

B. Latent Print Examiners who perform these services shall be appropriately trained and qualified to examine latent fingerprints and to identify same.

C. Said Examiners shall be members of the Pinellas County Sheriff's Office and shall be subject to the direction and all rules and regulations of the SHERIFF.

D. Said Examiners shall be on duty to perform fingerprint examinations for the CITY eight (8) hours per day, five (5) days per week and shall as a part of their duties:

1. Examine fingerprints provided by the CITY to eliminate fingerprints of persons who have a legitimate reason to have their fingerprints in a premise or on an object.
2. Evaluate the quality of latent fingerprints provided by the CITY.
3. Compare the latent fingerprints of suspects provided by the CITY.
4. Appropriately document those latent fingerprints provided by the CITY that cannot be positively identified.
5. Prepare and provide to the CITY reports on all latent fingerprint identifications performed.
6. Attend depositions, hearings and trials and render expert testimony in the area of fingerprint identification.

E. In those instances where the CITY submits a complex or lengthy latent identification request, the SHERIFF shall devote the necessary available personnel to perform the work.

F. The CITY shall provide one individual, to be designated by the CITY, who shall act as a liaison with the Examiners provided for herein. Said liaison shall:

1. Be a member of the CITY Police Department.
2. Be responsible for the timely and appropriate delivery of latent fingerprints and certain items of evidence to the SHERIFF.
3. Be responsible for the proper execution and delivery to the SHERIFF of correctly executed latent fingerprint request forms.

4. Be responsible for the return to the CITY of completed latent fingerprint request forms showing the results of such examination or comparison.
5. Serve as the SHERIFF'S contact with the CITY in all day-to-day matters relating to the examination of latent fingerprints pursuant to this Agreement.

G. The CITY shall pay to the SHERIFF the sum of NINETY-SIX THOUSAND FOUR HUNDRED FIFTY-SIX DOLLARS AND NO CENTS (\$96,456.00) for the latent fingerprint services to be rendered pursuant to this Agreement, which reflects payment for 1,200 latent print cases at a cost of EIGHTY DOLLARS AND THIRTY-EIGHT CENTS (\$80.38) per case. Should the CITY'S number of cases exceed the 1,200 cases covered by this Agreement, it agrees to pay the EIGHTY DOLLARS AND THIRTY-EIGHT CENTS (\$80.38) per each additional case. If the CITY uses less than the 1,200 cases anticipated, the funds for the number of cases for which payment has been made above the amount of actual cases processed during the term of this Agreement shall be refunded to the CITY as soon as is practical after the final month of this contract term has been completed and the total number of cases for the year been determined.

2. FORENSIC SCIENCE SERVICES

A. The SHERIFF will provide to the CITY, upon request by the CITY, Forensic Science Services to document, process and collect evidence at crime scenes within the CITY. Said services shall include the photographing or otherwise documenting said crime scene as such may be appropriate, within the scope and capabilities of the SHERIFF. Any processing or testing outside SHERIFF'S capabilities shall be at the expense of the CITY but will be facilitated by SHERIFF.

B. The SHERIFF shall provide to the CITY Police Department copies of all crime scene reports generated by SHERIFF'S personnel pursuant to this Agreement.

C. The CITY shall pay to the SHERIFF the sum of TWO HUNDRED EIGHTEEN DOLLARS AND SIXTY-FIVE CENTS (\$218.65) for each crime scene processed by the SHERIFF for 1,100 calls for service during the period of this Agreement. For all requests for service in excess of 1,100 calls for service during the period of this Agreement, the CITY shall pay to the BOARD the sum of TWO HUNDRED EIGHTEEN DOLLARS AND SIXTY-FIVE CENTS (\$218.65) for each crime scene processed pursuant to this Agreement.

D. The CITY shall pay to the SHERIFF the sum of TWO HUNDRED FORTY THOUSAND FIVE HUNDRED FIFTEEN DOLLARS AND NO CENTS (\$240,515.00) for the 1,100 calls for service for the period of this Agreement.

E. Billing for requests for service in excess of 1,100 calls during the period of this Agreement shall be invoiced monthly at the rate of TWO HUNDRED EIGHTEEN DOLLARS AND SIXTY-FIVE CENTS (\$218.65) per call.

F. Any funds from unused calls for service from FY 2016-2017 shall be refunded to the CITY as soon as is practical after the final month of this contract term has been completed and the total number of calls for service determined.

G. The parties agree that the term "call for service" as used herein shall be defined as an incident, event or offense that requires a report or offense number made, recorded or taken by a member of the CITY Police Department for documentation purposes and which requires some reportable action by a SHERIFF'S Forensic Science Specialist. All services rendered under the same case number shall be deemed one call for service. Such offense

numbers shall be used to calculate calls for service with each offense number that results in a request for services being deemed a call for service

3. EVIDENCE AND PROPERTY SERVICE AND STORAGE

A. During the term of this Agreement, the SHERIFF agrees to provide to the CITY storage, release and disposition of all seized evidence, found property and property being held for safekeeping as defined by Florida Statutes and the City of Clearwater Code of Ordinances within the SHERIFF'S Evidence and Property Storage Facility, except for non-evidentiary bicycles and breath, blood or urine samples obtained from persons suspected of operating vehicles or vessels while under the influence of alcohol or drugs, which samples shall be maintained by the Pinellas County Medical Examiner's Office.

B. The SHERIFF shall also transport drug items to and from the County lab as determined by the CITY Police Department. The SHERIFF shall be responsible for transporting all items of property or evidence as aforesaid from the CITY Police Department and transporting same to secure storage facilities maintained by the SHERIFF. However, where such items of property or evidence are large, voluminous, heavy or otherwise not compatible with transport by ordinary courier, it shall be the responsibility of the CITY Police Department to transport such items to the SHERIFF'S Evidence and Property Storage Facility.

C. The SHERIFF shall store and maintain chain of custody of all evidence and other property in accordance with current general orders and SOPs.

D. All evidence and other property seized, found or held for safekeeping by the SHERIFF for the CITY Police Department shall be disposed of in accordance with Florida law or as otherwise ordered by a court of law. Nothing herein shall prevent the CITY from

retaining any of its evidence or other property as part of the CITY's inventory of property or donated by the CITY to a qualified non-profit organization in accordance with Florida law.

E. The CITY shall pay to the SHERIFF the sum of ONE HUNDRED TWELVE THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS (\$112,800.00) for the property and evidence service and storage. This cost is inclusive of personnel and storage costs. Should the CITY submit more than 10,000 items during the term of this Agreement, the CITY will be billed and agrees to pay ELEVEN DOLLARS AND TWENTY-EIGHT CENTS (\$11.28) per item. Any funds not expended in FY 2016-2017 because the number of items submitted is less than the anticipated number shall be refunded to the CITY as soon as is practical after the final month of this contract term has been completed and the total number of items determined.

4. PINELLAS JUVENILE ASSESSMENT CENTER (PJAC)

A. The SHERIFF and the CITY agree that PJAC is a collaborative effort among the various Pinellas County entities for the centralized and efficient processing of juveniles taken into custody by law enforcement officers countywide. The Pinellas County Sheriff's Office voluntarily provided PJAC security services at its own expense for many years without seeking contribution from other Pinellas County law enforcement agencies. The parties agree that fiscal constraints prohibit the continuation of this practice on the part of the SHERIFF.

B. The SHERIFF and the CITY further agree that for the term of this Agreement that the CITY shall pay for its share of the cost of security based upon the number of juveniles the CITY's Police Department books at PJAC. The CITY will pay for a minimum of 475 juveniles for the term of this Agreement, at a cost of THIRTY-NINE THOUSAND NINE

HUNDRED DOLLARS AND NO CENTS (\$39,900.00) reflecting a cost of EIGHTY-FOUR DOLLARS AND NO CENTS (\$84.00) per booking.

C. Billing for requests for service in excess of the 475 bookings during the term of this Agreement shall be invoiced at the rate of EIGHTY-FOUR DOLLARS AND NO CENTS (\$84.00) per booking.

D. Any funds not expended in FY 2016-2017 because the number of juveniles booked is less than the anticipated 475 shall be refunded to the CITY as soon as is practical after the final month of this contract term has been completed and the total number of juveniles booked has been determined.

5. TOTAL COMPENSATION

The CITY agrees to pay to the SHERIFF, on October 1, 2016, the sum of FOUR HUNDRED EIGHTY-NINE THOUSAND SIX HUNDRED SEVENTY-ONE DOLLARS AND NO CENTS (\$489,671.00) which reflects the sum due for all services to be rendered during the term of this Agreement, except as otherwise stipulated above.

6. CONTACT PERSONS

The SHERIFF agrees to use best efforts and necessary resources available to the SHERIFF to carry out the terms and conditions of this Agreement. Both parties agree that they will cooperate and work together to carry out the terms and conditions of the Agreement. To that end, the parties agree that the following individuals shall be the contact persons for the CITY and SHERIFF respectively.

FOR THE CITY

Chief of Police
644 Pierce Street
Clearwater, FL 33756
(727) 562-4242

FOR THE SHERIFF

Major Stefanie Campbell
P. O. Drawer 2500
Largo, FL 33779-2500
(727) 582-6410

7. TERMINATION

Either party may terminate this Agreement without penalty upon providing notice of such cancellation in writing thirty (30) days in advance of the date of termination. Upon such termination, the SHERIFF shall retain such sums from the payment set forth above as reflect actual calls for service or property storage at the rate provided herein and shall refund the remainder to the CITY.

8. COMPLETE AGREEMENT

This Agreement constitutes the full and complete understanding of the parties.

9. MODIFICATION

This Agreement may be modified or amended only by a document in writing signed by the parties hereto.

10. ASSIGNMENT

Neither party shall assign any obligations or responsibilities under this Agreement to any third party.

11. INDEMNIFICATION

Each party shall be liable for the negligent acts or omissions of its own employees in the performance of this Agreement. Nothing contained herein shall be construed to limit or modify the provisions of Florida Statute 768.28. Nothing herein shall abrogate or expand the sovereign immunity enjoyed by the CITY and the SHERIFF pursuant to the provisions of Chapter 768, Florida Statutes, nor shall any third party receive any benefit whatsoever from the indemnification provided herein.

12. TERM OF AGREEMENT

This Agreement shall be for a period of one (1) year commencing October 1, 2016, and concluding September 30, 2017.

The parties agree that where the Agreement is not terminated as provided for above, the terms of this Agreement shall automatically continue for 120 days beyond September 30, 2017, in the event a replacement contract has not yet been completely executed. The CITY shall pay to the SHERIFF the same sum as is due for this Agreement and the parties agree that any change in the annual cost of service, if any, shall be retroactively applied for services rendered from October 1, 2017, through the duration of the replacement contract, and shall immediately be paid by the CITY to the SHERIFF if an additional sum is due, or credited to the CITY if a refund is due for the services already provided, with any credits from this Agreement as provided herein factored into the balance due or the credit owed.

IN WITNESS WHEREOF the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____ 2016.

Countersigned:

CITY OF CLEARWATER, FLORIDA

Mayor-Commissioner

City Manager

Approved as to form:

Attest:


Assistant City Attorney

City Clerk

SHERIFF, PINELLAS COUNTY, FLORIDA

Bob Gualtieri, Sheriff