#### **AGREEMENT**

THIS AGREEMENT is made and entered into by and between the CITY OF PINELLAS PARK, FLORIDA, a municipal corporation (hereinafter "CITY"), and BOB GUALTIERI, as Sheriff, Pinellas County, Florida (hereinafter "SHERIFF").

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 property and evidence storage for the CITY OF PINELLAS PARK Police Department; and

WHEREAS, the SHERIFF currently maintains a computer-aided dispatch (CAD) system; and

WHEREAS, the CITY desires to contract with the SHERIFF to permit the CITY to have full access to all the features available in the SHERIFF'S CAD system; and

WHEREAS, the CAD system is capable of handling the volume of calls that are generated by the CITY without reducing the speed or efficiency of the system; and

WHEREAS, the SHERIFF currently has available and utilizes a computer-based system for taking, recording, and collating police reports known as the Augmented Criminal Investigative Support System (ACISS); and

WHEREAS, this computer-based system allows for the preparation of police reports using the system, making retrieval of and statistical information related to such reports readily available to law enforcement personnel; and

WHEREAS, the CITY desires to contract with the SHERIFF to permit CITY officers to utilize the computer based ACISS program; and

WHEREAS, the ACISS system is capable of handling the volume of reports that are generated by the CITY without reducing the speed or efficiency of the system; and

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

WHEREAS, both the CITY and the SHERIFF believe the provision of such services as hereinafter provided 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. <u>LATENT PRINT SERVICES</u>

- 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 at the premises 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 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 the SHERIFF the sum of SIXTY-THREE THOUSAND TWO HUNDRED TEN DOLLARS AND NO CENTS (\$63,210.00) for the latent fingerprint services to be rendered pursuant to this Agreement, which provides payment for 525 latent print cases at a cost of ONE HUNDRED TWENTY DOLLARS AND FORTY CENTS (\$120.40) per case. Should the CITY'S number of cases exceed the 525 cases covered by this Agreement, it agrees to pay the ONE HUNDRED TWENTY DOLLARS AND FORTY CENTS (\$120.40) per each additional case. If the CITY has fewer than the 525 cases anticipated,

the remaining funds 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 Specialists to document, process and collect evidence at crime scenes within the CITY. Said services shall include the photographing or otherwise documenting said crime scene, the collection of latent fingerprints, and the collection, testing, processing and retention of other evidence as such may be appropriate, within the scope and capabilities of the SHERIFF. Any processing or testing outside the SHERIFF'S capabilities shall be at the expense of the CITY but will be facilitated by the 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 THREE HUNDRED TWENTY-SEVEN DOLLARS AND FIFTY-TWO CENTS (\$327.52) for each crime scene processed by the SHERIFF and agrees to an initial payment for 275 calls for service during the period of this Agreement.
- D. The CITY shall pay to the SHERIFF the sum of NINETY THOUSAND SIXTY-EIGHT DOLLARS AND NO CENTS (\$90,068.00) for the 275 calls for service during the period of this Agreement.
- E. Billing for requests for service in excess of the 275 calls during the period of this Agreement shall be invoiced monthly at the rate of THREE HUNDRED TWENTY-SEVEN DOLLARS AND FIFTY-TWO CENTS (\$327.52) per call.

- F. Any funds for unused calls for service from FY 2025-2026 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 the year been 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. PROPERTY AND EVIDENCE 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 Pinellas Park Code of Ordinances within the SHERIFF'S Property and Evidence 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 Property and Evidence 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 SOP's.
- 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 NINE THOUSAND EIGHT HUNDRED FIFTY DOLLARS AND NO CENTS (\$109,850.00) for the evidence processing and storage service, which provides payment for 6,500 evidence items at a cost of SIXTEEN DOLLARS AND NINETY CENTS (\$16.90) per item. Should the CITY'S number of items exceed the 6,500 items covered by this Agreement, it agrees to pay SIXTEEN DOLLARS AND NINETY CENTS (\$16.90) per each additional item. If the CITY has fewer than the 6,500 items anticipated, the remaining funds 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 for the year been determined.

# 4. COMPUTER AIDED DISPATCH (CAD)

A. The SHERIFF maintains a computer aided dispatch (CAD) system whose main purpose is to receive, and dispatch calls for service relating to law enforcement matters, as well as additional voice and data communication with police laptop computers,

portable and in- car radios and is staffed twenty-four (24) hours per day, seven (7) days per week. This system is solely operated and maintained by the SHERIFF and is housed at a location designated by the SHERIFF. The SHERIFF agrees to receive calls for the CITY police department and dispatch police services to the CITY via this CAD system.

- B. The SHERIFF shall be responsible for the maintenance, upgrades and repairs to the SHERIFF'S CAD system.
- C. The SHERIFF shall notify the CITY of any changes or upgrades necessary in the communication equipment owned by the CITY, to ensure that the CITY continues to have full access to the CAD system. The cost of such changes or upgrades shall be the responsibility of the CITY. The SHERIFF agrees that such notice to the CITY shall be made as soon as possible after the SHERIFF becomes aware of the need for the change or upgrade. The CITY agrees to make the necessary changes or upgrades in a timely manner. Failure to do so may result in termination of the Agreement.
- D. All communication equipment needed, such as but not limited to, radio and laptop computers, to provide communication between the SHERIFF and the on-duty officers of the CITY shall be purchased by the CITY. However, the equipment shall meet the technical requirements for the SHERIFF'S CAD system.
- E. All equipment purchased by the CITY shall remain the property of and be maintained by the CITY. The parties agree that licenses which provide for the use of software which enables access and use of the SHERIFF'S CAD system by the CITY, and for which licenses the CITY pays the SHERIFF, are not "equipment" and as such remain the property of the SHERIFF.
  - F. Should the CITY experience any connection difficulties or related

problems, the SHERIFF agrees to provide technical and troubleshooting support to ensure that all equipment, hardware, and software for which the SHERIFF is responsible is properly configured and is in working order. Any problems relating to the CITY'S hardware and software will be the responsibility of the CITY address.

- G. In addition to the costs referenced above for which the CITY is responsible, in return for the services specified in this Section, the CITY shall pay to the SHERIFF the sum of FIVE HUNDRED THIRTY-NINE THOUSAND FIVE HUNDRED SIXTY-FOUR DOLLARS AND NO CENTS (\$539,564.00), which is based upon licenses for one hundred twenty (120) mobile units and personnel costs. (Costs are detailed in Attachment 1, herein incorporated.)
- H. Should the CITY determine a need to add additional units to its fleet which are CAD-accessible, the CITY shall be responsible for all associated costs incurred by the SHERIFF on its behalf and charged accordingly. Such costs shall be billed by the SHERIFF and payable to the SHERIFF upon receipt by the CITY.

# 5. <u>AUGMENTED CRIMINAL INVESTIGATIVE SUPPORT SYSTEM (ACISS)</u>

A. The SHERIFF shall provide a law enforcement records management system, Augmented Criminal Investigative Support System (ACISS) to the CITY for sharing automated records in order to maximize data resource sharing, increase efficiency, eliminate redundant records systems and the associated fiscal impact. In addition, the CITY'S police department will have access to and may choose to utilize the SHERIFF'S Automated Report Management System (ARMS) Unit staff for completion of police reports. In making the Automated Records Management System available to the CITY'S police department, the SHERIFF will enable and permit police department officers to call in to the SHERIFF all police

reports as the police department may deem necessary and appropriate. ARMS Unit staff who generate these reports shall be continuously available to the CITY'S police department except at such times as the SHERIFF'S computer system is unavailable due to routine maintenance, upgrading, data back-up operations, or malfunction.

- B. The CITY'S police department may use ARMS Unit staff for the completion of police reports or may elect for its officers to enter and generate all or a portion of their own police reports, in which case the CITY agrees to establish and maintain a quality control system in order to maintain the integrity of the data being entered into ACISS. Failure to do so may result in payment by the CITY to ACISS to restore the integrity of the data and/or the requirement that all future reports be done utilizing ARMS Unit staff.
- C. The SHERIFF shall operate ACISS on a computer hardware system and provide a point of network connectivity for the CITY Police Department. The SHERIFF is responsible for maintaining the records management computer system, including all required software licenses, upgrades, updates, and system administration. The SHERIFF is also responsible for maintaining the records management software (ACISS), including all necessary software licenses, upgrades, updates and system administration. The CITY agrees it shall be responsible for providing and running the necessary anti-virus software on all computers connected to ACISS and shall be responsible for performing Windows updates on a regular and ongoing basis.
- D. The CITY'S police department local area network is currently able to link to the Sheriff's Office through its connections with a Pinellas County VPN appliance. This appliance provides a communication link to the Sheriff's Office public safety campus at 10750 Ulmerton Road, Largo, Florida. As network technology continues to evolve, typically with

improved "throughput" and reduced cost, the system for network connectivity may be changed upon agreement by both parties. The network described herein shall provide connectivity for the records management system; any cost in connection with this communication link shall be the responsibility of the CITY. In order to provide the CITY'S police department mobile units, the most efficient access to ACISS, the CITY agrees to utilize the NetMotion VPN product on the police department's mobile (laptop) units when said units are connected outside of the police department network.

- E. The SHERIFF originally provided CITY police officers with training in the use of the ACISS system, including utilization of the ARMS Unit Staff for the creation of police reports and self-entry by officers. The parties agreed that the goal in training CITY officers in the use of ACISS for report entry and completion was to develop expertise on the part of one or more officers to the extent they would become responsible for training new officers who are employed by the CITY in the future, and as such the CITY is now responsible for said training.
- F. The SHERIFF will provide to the Florida Crime Information Center (FCIC) and National Crime Information Center (NCIC) information pertaining to articles with serial numbers from all police reports it completes, · in order that these articles may be documented in these database systems. Said documentation, once accomplished, will be so noted by the SHERIFF in the applicable police reports. Whenever the CITY police department elects to prepare and enter its own police reports, it shall be responsible for notifying the SHERIFF of articles and serial numbers for entry into these database systems.
- G. The SHERIFF, through appropriate staff, will review reports prepared by its ARMS Unit staff for completeness in compliance with UCR requirements. However, it shall be the responsibility of the CITY'S police department to review and approve all reports for the

accuracy and completeness of information contained therein. The CITY police department will also be responsible for ensuring that all police report supporting documents are entered into ACISS. Further, the CITY'S police department shall determine which reports require follow-up by the State Attorney and shall provide copies of those reports to the Office of the State Attorney and to such other parties as it deems appropriate or may be required by law.

- H. The SHERIFF will provide to FDLE, as required by law, reports reflecting crime statistics for all Part 1, UCR reportable crimes occurring in the CITY which are reported to the SHERIFF through the ACISS system pursuant to this Agreement. The information provided shall include the number and types of crimes reported by the CITY through the ACISS system. The SHERIFF will also provide this information to the CITY police department.
- I. In return for the services specified above to be provided by the SHERIFF, the CITY shall pay to the SHERIFF the sum of TWO THOUSAND EIGHT HUNDRED FORTY DOLLARS AND TEN CENTS (\$2,840.10), as reflected in Attachment 1 incorporated herein. This cost is based upon five (5) licenses for sufficient access to ACISS. Additionally, the cost for police reports generated by ARMS Unit staff is \$5.50 per report. (A charge will not be incurred for any report created solely for the purpose of adding supporting documents to an existing report file. For billing purposes, the "PCSO-Supporting Documents" template must be used in order to result in no charge.) Said reports shall be tracked and invoiced by the SHERIFF to the CITY on a monthly basis, payable upon receipt.
- J. In addition to ACISS, the SHERIFF will also make a vehicle crash reporting system available to the CITY police department. The system currently in use is the Traffic and Criminal Reporting System (TraCS) although the parties agree the SHERIFF reserves the right to discontinue use of TraCS should the State of Florida no longer offer its use

free of charge or for other reasons as determined by the SHERIFF. Should the SHERIFF discontinue use of TraCS, it agrees to make available at cost, if any, whatever replacement system it elects to use. It will be the responsibility of the CITY police department to ensure that crash reports are entered and approved/closed in a timely manner in compliance with the standards set by Florida Statute and the Florida Department of Highway Safety and Motor Vehicles (DHSMV) guidelines. The SHERIFF will be responsible for the uploading of crash reports on its website for citizen access unless the CITY police department elects to utilize a different traffic crash system, in which case it would be responsible for the posting of any crash reports, should it elect to do said posting.

# 6. TOTAL COMPENSATION

The CITY agrees to pay to the SHERIFF, on October 1, 2025, the sum of EIGHT HUNDRED FIVE THOUSAND FIVE HUNDRED THIRTY-TWO DOLLARS AND TEN CENTS (\$805,532.10), which reflects the minimum sum due for all services to be rendered during the term of this Agreement (See Attachment 1).

#### 5. 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 of the CITY and SHERIFF respectively:

FOR THE CITY
Chief Adam Geissenberger
P. O. Box 1100
Pinellas Park, FL 33780

FOR THE SHERIFF
Major Alyson Henry
P. O. Drawer 2500
Largo, FL 33779-2500

# 6. TERMINATION

Either party may terminate this Agreement upon providing notice of such termination 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 at the rate provided herein and shall refund the remainder to the CITY.

#### 7. COMPLETE AGREEMENT

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

# 8. MODIFICATION

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

# 9. ASSIGNMENT

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

#### 10. 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.

# 11. TERM OF AGREEMENT

This Agreement shall be for a period of one (1) year commencing October 1, 2025, and concluding September 30, 2026. 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, 2026, 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 per 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, 2026, 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 credit owed.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF the parties to this Agreement have caused the same to be signed							
by their duly authorized representatives this	day of2025.						
ATTEST:	CITY OF PINELLAS PARK, FLORIDA						
City Clerk	Mayor						
Approved as to form and content:	Countersigned:						
City Attorney	Deputy City Clerk						
	SHERIFF, PINELLAS COUNTY, FLORIDA						
	Bob Gualtieri, Sheriff						

#### PINELLAS COUNTY SHERIFF'S OFFICE Ancillary Contract Costs City of Pinellas Park FY26

Latent Pr	int Services:							Notes:
525	Latent Print Cases	\$	120.40	per case	=	\$	63,210.00	525 cases in the FY25 Contract
Forensic Science Services:								
275	Forensic Calls	\$	327.52	per call	=	\$	90,068.00	275 Forensic Calls in the FY25 Contract
<u>Property</u>	and Evidence Storage:							
6,500	Items	\$	16.90	per item	=	\$	109,850.00	6500 Items in the FY25 Contract
Compute	er Aided Dispatch (CAD):							
120	Inform Mobile/ESRI Mapping Mobile Licenses	\$	277.20	per license	=	\$	33,264.00	Ongoing Annual Maintenance
5	Public Safety Communicator (salary and benefits)	\$	101,260.00	per position	=	\$	506,300.00	
				Total CAD		\$	539,564.00	Total CAD
ACISS/Re	ecords Management System:							
5	ACISS Licenses maintenance	\$	568.02	per license		\$	2,840.10	
TBD	ARMS Reports (billed monthly)	\$	5.50	per report	=		TBD	No charge if Officers complete their own reports
TOTAL CO	OST:					\$	805,532.10	Total Due October 1st
						\$	756,633.35 6.5%	FY25 Contract Total Percent increase (decrease)



**Deputy City Clerk** 

# RE: Atty Doc# 25-150 - FY26 PCSO Ancillary Services Contract -- Attorney Response

1 message	,
-----------	---

Randy Mora <randy@cityattorneys.legal> To: Holleigh Ekdahl-McBride <hekdahl-mcbride@pinellas-park.com>, Chief Adam Geissenber park.com&gt;, Mike Linquist <mlinquist@pinellas-park.com> Co: Risk Management <riskmanagement@pinellas-park.com>, City Clerks <cityclerk@pinell< td=""> <citylegal@pinellas-park.com>, Zoe Rawls <zoe@cityattorneys.legal>, "James W. Denhardt"</zoe@cityattorneys.legal></citylegal@pinellas-park.com></cityclerk@pinell<></riskmanagement@pinellas-park.com></mlinquist@pinellas-park.com></hekdahl-mcbride@pinellas-park.com></randy@cityattorneys.legal>	las-park.com>, City Legal
Holleigh,	
Thank you for the above-referenced inquiry. Attached is the PCSO Ancillary Services Contr comments and suggested formatting revisions.	ract with a few limited
Please do not hesitate to contact me if you have any follow-up questions or concerns.	
Respectfully,	
Randy Mora	
From: Carmen Ferrer <cferrer@pinellas-park.com> Sent: Monday, July 14, 2025 4:24 PM To: City Legal <citylegal@pinellas-park.com>; Randy Mora <randy@cityattorneys.legal <zoe@cityattorneys.legal="">; James W. Denhardt <denhardtlaw@aol.com> Cc: Risk Management <riskmanagement@pinellas-park.com>; City Clerks <cityclerk -="" 25-150="" ancillary="" atty="" contract<="" doc#="" fy26="" pcso="" services="" subject:="" th=""><th></th></cityclerk></riskmanagement@pinellas-park.com></denhardtlaw@aol.com></randy@cityattorneys.legal></citylegal@pinellas-park.com></cferrer@pinellas-park.com>	
Good afternoon,	
Please see the attached attorney document for your review. Also attached is the word of shows the changes from the previous contract.	document version which
Thank you,	
Carmon Forner	

# City Clerk Office

5141 78th Avenue N

Pinellas Park, FL 33781

Phone: (727)369-0618

# 2 attachments



Atty Doc 25-150.pdf 362K



CAD 25-150 w Revisions zr v.1.docx 84K