

AGREEMENT

COMES NOW, the CITY OF PINELLAS PARK, 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 PINELLAS PARK Police Department; 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. 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 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 FORTY-SIX THOUSAND ONE HUNDRED TEN DOLLARS AND SEVENTY-FIVE CENTS (\$46,110.75) for the latent fingerprint services to be rendered pursuant to this Agreement, which provides payment for 525 latent print cases at a cost of EIGHTY-SEVEN DOLLARS AND EIGHTY-THREE CENTS (\$87.83) per case. Should the CITY'S number of cases exceed the 525 cases covered by this Agreement, it agrees to pay the EIGHTY-SEVEN DOLLARS AND EIGHT-THREE CENTS (\$87.83) per each additional case. If the CITY has fewer than the 525 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 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 TWO HUNDRED THIRTY-EIGHT DOLLARS AND NINETY-THREE CENTS (\$238.93) 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. For all requests for service in excess of 275 calls, the CITY shall pay to the SHERIFF the sum of TWO HUNDRED THIRTY-EIGHT DOLLARS AND NINETY-THREE CENTS (\$238.93) for each crime scene processed pursuant to this Agreement.

D. The CITY shall pay to the SHERIFF the sum of SIXTY-FIVE THOUSAND SEVEN HUNDRED FIVE DOLLARS AND SEVENTY-FIVE CENTS (\$65,705.75) 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 TWO HUNDRED THIRTY-EIGHT DOLLARS AND NINETY-THREE CENTS (\$238.93) per call.

F. Any funds for unused calls for service from FY 2019-2020 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. 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 Pinellas Park 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 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 EIGHTY THOUSAND ONE HUNDRED FORTY-FIVE DOLLARS AND NO CENTS (\$80,145.00) for the evidence processing and storage service, which provides payment for 6,500 evidence items at a cost of TWELVE DOLLARS AND THIRTY-THREE CENTS (\$12.33) per item. Should the CITY'S number of items exceed the 6,500 items covered by this Agreement, it agrees to pay the TWELVE DOLLARS AND THIRTY-THREE CENTS (\$12.33) per each additional item. If the CITY has fewer than the 6,500 items anticipated, the funds for the number of items for which payment has been made above the amount of actual items 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 items for the year been determined.

4. TOTAL COMPENSATION

The CITY agrees to pay to the SHERIFF, on October 1, 2019, the sum of ONE HUNDRED NINETY-ONE THOUSAND NINE HUNDRED SIXTY-ONE DOLLARS AND FIFTY CENTS (\$191,961.50) 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

Michael L. Haworth, Chief
P. O. Box 1100
Pinellas Park, FL 33780
(727) 541-0789

FOR THE SHERIFF

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

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, 2019, and concluding September 30, 2020.

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, 2020, 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, 2020, 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 of _____ 2019.

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

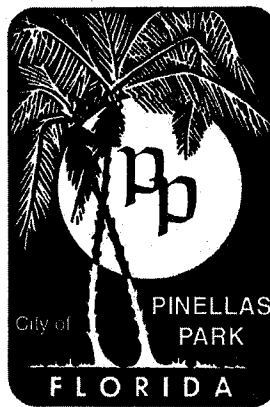
Attachment 1

Pinellas County Sheriff's Office
FY20 Ancillary Contract Cost/Support Law Enforcement Services
PINELLAS PARK

				FY20 Contract Amount
Ancillary Services	FY18 Actual Workload	FY20 Estimated Workload	Cost per unit	Contract Price FY 20
Forensics	282 cases per year	275 cases per year	\$238.93	\$65,705.75
Latent Print	405 cases per year	525 cases per year	\$87.83	\$46,110.75
Prop/Evidence	6,398 pieces per year	6,500 pieces per year	\$12.33	\$80,145.00
TOTAL FOR ALL SERVICES				\$191,961.50
FY19 Contract (\$)				\$186,363.50
Difference over FY19 Contract (%)				3.0%

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

June 20, 2019

Sergeant Michael Linquist
Pinellas Park Police Department
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #19-184
2019/2020 PCSO Forensic Contract

Dear Sergeant Linquist:

I have received and reviewed the above-referenced Agreement with the Pinellas County Sheriff's Office. I would approve of the Agreement as to form and correctness.

Very truly yours,

Lauren Christ Rubenstein
Assistant City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Chief Michael Haworth
Lieutenant Adam Geissenberger

LCR/law
19-184.06202019.LSML.PCSO Agr.wpd



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City of
Pinellas Park
Human Resources Department
5141 78th Avenue North
P.O. Box 1100
Pinellas Park, FL 33780-1100
PHONE – (727) 369-0633
FAX – (727) 369-7867

July 1, 2019

RE: Attorney Document 19-184; PCSO Forensics Contract

Sgt. Michael Linquist,

The above referenced PCSO Forensics Contract has been reviewed by the Human Resources Department. There are no additions, changes, or comments offered; as they may pertain to the evaluation of risk exposures.

Sincerely,

Risk Management
Human Resources Department