

AGREEMENT

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

A. **COMPUTER AIDED DISPATCH (CAD)**

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

WHEREAS, the TOWN desires to contract with the SHERIFF to permit TOWN to have full access to all the features available in the Sheriff's computer-aided dispatch (CAD) system;
and

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

WHEREAS, both the TOWN 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 TOWN and of Pinellas County;

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

1. 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 needed to assist police officers in their daily duties. This system includes communication with police laptop computers, portable and in-car radios and is staffed 24 hours a day, 7 days a week. This system is solo operated and maintained by the SHERIFF and is housed at a location designated by the SHERIFF. The SHERIFF agrees to

receive calls for TOWN police services and dispatch police services to the TOWN via this CAD system.

2. The SHERIFF shall be responsible for the maintenance, upgrades and repairs to the Sheriff's CAD system.

3. The SHERIFF shall notify the TOWN of any changes or upgrades necessary in the communication equipment owned by the TOWN, to ensure that the TOWN continues to have full access to the CAD system. The cost of such changes or upgrades shall be the responsibility of the TOWN.

4. The SHERIFF agrees that such notice to the TOWN shall be made as soon as possible after the SHERIFF becomes aware of the need for the change or upgrade.

5. The TOWN agrees to make the necessary changes or upgrades in a timely manner. Failure to do so may result in termination of the Agreement.

6. 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 TOWN shall be purchased by the TOWN. However, the equipment shall meet the technical requirements for the SHERIFF'S CAD system.

7. All equipment purchased by the TOWN shall remain the property of and be maintained by the TOWN. The parties agree that licenses which provide for the use of the software which enables access and use of the SHERIFF'S CAD system by the TOWN, and for which licenses the TOWN pays the SHERIFF, are not "equipment" and as such remain the SHERIFF'S property.

8. The SHERIFF agrees to provide technical support, install, repair and maintain any TOWN communication equipment (radios, laptop computers, laptop software), which is being used by the TOWN in conjunction with the CAD system. Such support, repair or maintenance

shall be provided to the TOWN at SHERIFF'S cost (including labor and materials) and charged to the TOWN.

9. In addition to the costs stated above, in return for the services to be provided by the SHERIFF, the TOWN shall pay to the SHERIFF the sum of NINE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS AND NO CENTS (\$9,667.00) to be paid on October 1, 2014, or as soon as possible after approval of the Agreement by both parties. This cost includes payment for Sheriff's Office Communications Center personnel and the six (6) mobile licenses annual fees for the five (5) police officer units and one (1) supervisor unit.

10. Should the TOWN determine a need to add additional units to its fleet which are CAD-accessible, then the TOWN 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 upon receipt by the TOWN to the SHERIFF.

B. AUGMENTED CRIMINAL INVESTIGATIVE SUPPORT SYSTEM (ACISS)

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 (hereinafter referred to as "ACISS"); and

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

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

WHEREAS, the ACISS system is capable of handling the volume of reports that are anticipated to be generated by the TOWN without reducing the speed or efficiency of the system;

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

1. The SHERIFF will make ACISS available to the TOWN, which will permit officers of the TOWN to prepare police reports relating to Part 1 offenses and all other reports as the TOWN may deem necessary or appropriate. This system will be available at all times except at such times as the system is unavailable because of routine maintenance, upgrading, data back-up operations or malfunction.

2. The TOWN shall have access to the ACISS system through a computer terminal located at the TOWN police facility. The TOWN shall be responsible for all hardware and software (other than ACISS software) necessary to access the ACISS system. 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 TOWN 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. Pursuant to this Agreement, the TOWN shall be authorized to have one (1) person logged on to the system at any given time.

3. The cost for the annual maintenance of one (1) ACISS license is FOUR HUNDRED SEVENTY-SIX DOLLARS (\$476.00), which the TOWN agrees to pay to the SHERIFF on October 1, 2014, or as soon as possible after approval of the Agreement by both parties. Should the TOWN desire to obtain simultaneous access to the ACISS system by more than one person, the cost for additional simultaneous users shall be TWO THOUSAND EIGHT

HUNDRED DOLLARS (\$2,800.00) for the additional ACISS license and FOUR HUNDRED SEVENTY-SIX DOLLARS (\$476.00) for the annual maintenance fee.

4. Effective July 1, 2013, the Florida State legislature enacted §119.0701. This statute requires that all contractors comply with Florida's public records laws with respect to services performed on behalf of a governmental agency. Specifically, the statute requires that contractors:

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;

b. Provide the public with access to public records on the same terms and conditions that a public agency would provide the records and at a cost that does not exceed the cost provided by Chapter 119 of the Florida Statutes or as otherwise provided by law;

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;

d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Failure to comply with these provisions is considered an immediate breach of this Agreement.

5. The TOWN 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 TOWN to ACISS to restore the integrity of the data and/or the requirement that all reports be done utilizing the SHERIFF'S ARMS (Automated Records Management System) Unit staff.

6. In addition to ACISS access, the SHERIFF shall process traffic citations from the Belleair Police Department. These citations shall be delivered to the Sheriff's Office and placed in the designated receptacle for citations. This additional service shall include the entering of the Belleair Police Department traffic citations into ACISS and transferring said traffic citations to the Clerk of the Circuit Court. If said traffic citations are found to be lacking the required information for entering them into ACISS or forwarding them to the Clerk of the Circuit Court, they will be returned to the Belleair Police Department with an explanation for the return.

7. The TOWN agrees to pay the SHERIFF, on October 1, 2014, or as soon as possible after approval of the Agreement by both parties the sum of FIVE HUNDRED DOLLARS AND NO CENTS (\$500.00), which reflects the sum due for traffic citation processing.

C. **FORENSIC SCIENCE SERVICES/PROPERTY AND EVIDENCE SERVICES**

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

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

WHEREAS, both the TOWN 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 TOWN 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. FORENSIC SCIENCE SERVICES

a. The SHERIFF will provide to the TOWN, upon request by the TOWN, Forensic Science Specialists to document, process and collect evidence at crime scenes within the TOWN. 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 TOWN but will be facilitated by the SHERIFF.

b. The SHERIFF shall provide to the TOWN Police Department copies of all crime scene reports generated by SHERIFF's personnel pursuant to this Agreement.

c. The TOWN shall pay to the SHERIFF the sum of TWO HUNDRED TWO DOLLARS AND SEVENTEEN CENTS (\$202.17) for each crime scene processed by the SHERIFF and shall pay for twenty (20) calls for service during the period of this Agreement. For all requests for service in excess of the specified number of calls, the TOWN shall pay to the SHERIFF the sum of TWO HUNDRED TWO DOLLARS AND SEVENTEEN CENTS (\$202.17) for each crime scene processed pursuant to this Agreement.

d. The TOWN shall pay to the SHERIFF, on October 1, 2014, or as soon as possible after approval of the Agreement by both parties the sum of FOUR THOUSAND FORTY-THREE DOLLARS AND FORTY CENTS (\$4,043.40) for the twenty (20) calls for service during the period of this Agreement.

e. Should the TOWN'S request for services be less than the twenty (20) calls as provided herein, the funds for the number of calls paid for above the amount of actual calls processed during the term of this Agreement shall be refunded to the TOWN 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.

f. 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 TOWN 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.

2. PROPERTY AND EVIDENCE SERVICES

a. During the term of this Agreement, the SHERIFF agrees to provide to the TOWN storage, release and disposition of all seized evidence, found property and property being held for safekeeping as defined by Florida Statutes and the Belleair Code of Ordinances within the SHERIFF'S Evidence and Property Control 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 Town Police Department. The Town Police Department shall be responsible for transporting all items of property or evidence as aforesaid from the Town Police Department and transporting same to secure storage facilities maintained by the SHERIFF.

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 Town 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 TOWN from

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

e. The TOWN shall pay to the SHERIFF on October 1, 2014, or as soon as possible after approval of the Agreement by both parties the sum of ONE THOUSAND FIVE HUNDRED SIXTY-FOUR DOLLARS AND FIFTY CENTS (\$1,564.50), which reflects the minimum sum due for all property and evidence services to be rendered during the term of this Agreement. This provides for the processing of 150 pieces of property and evidence at the cost per piece of TEN DOLLARS AND FORTY-THREE CENTS (\$10.43).

f. Billing for any pieces of property and evidence beyond 150 pieces covered by the minimum sum above for the term of this Agreement shall be invoiced at the rate of TEN DOLLARS AND FORTY-THREE CENTS (\$10.43) on a quarterly basis, as needed.

D. LATENT PRINT SERVICES

WHEREAS, the TOWN desires to contract with the SHERIFF for latent print services for the TOWN OF BELLEAIR Police Department; and

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

WHEREAS, both the TOWN 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 TOWN 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. The SHERIFF shall provide to the TOWN latent print examination and analysis services.

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

3. 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.

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

a. Examine fingerprints provided by the TOWN to eliminate fingerprints of persons who have a legitimate reason to have their fingerprints at a premise or on an object.

b. Evaluate the quality of latent fingerprints provided by the TOWN.

c. Compare the latent fingerprints of suspects provided by the TOWN.

d. Appropriately document those latent fingerprints provided by the TOWN that cannot be positively identified.

e. Prepare and provide to the TOWN reports on all latent fingerprint identifications performed.

f. Attend depositions, hearings and trials and render expert testimony in the area of fingerprint identification.

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

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

a. Be a member of the TOWN Police Department.

b. Be responsible for the timely and appropriate delivery of latent fingerprints and certain items of evidence to the SHERIFF.

c. Be responsible for the proper execution and delivery to the SHERIFF of correctly executed latent fingerprint request forms.

d. Be responsible for the return to the TOWN of completed latent fingerprint request forms showing the results of such examination or comparison.

e. Serve as the SHERIFF's contact with the TOWN in all day-to-day matters relating to the examination of latent fingerprints pursuant to this Agreement.

7. The TOWN shall pay the SHERIFF on October 1, 2014, the sum of ONE THOUSAND FOUR HUNDRED EIGHTY-SIX DOLLARS AND FORTY CENTS (\$1,486.40) for the latent print examination and analysis services to be rendered pursuant to this Agreement.

E. MAJOR ACCIDENT INVESTIGATIONS

WHEREAS, the TOWN wishes to partner with the SHERIFF in the performance of major accident investigation services; and

WHEREAS, the TOWN has indicated a willingness to provide one sworn member of the TOWN police department to work in conjunction with the SHERIFF's Major Accident Investigation Team (MAIT) to provide these major accident investigation services on an as-needed basis in the areas within Pinellas County for which each is responsible, and duly perform any and all necessary and appropriate functions and actions in keeping with said responsibilities as herein described;

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

1. The purpose of this Agreement shall be to provide the citizens of the TOWN with major accident investigation services by the Sheriff's Office Major Accident Investigation Team, through a partnership whereby MAIT shall include one member of the TOWN police department as described herein. It is understood and agreed to by the parties that not all accidents meet the criteria set by the SHERIFF for investigation by the major accident investigation team (MAIT).¹ Only those major accidents meeting said criteria will be subject to MAIT response and

¹ A "major accident" is an accident involving death of one or more persons, loss of limb, permanent disfigurement or serious injury to the extent that death is imminent, or a hit and run involving serious injury or major property damage. By definition, crashes involving City police department vehicles where there is any complaint of injury, or pursuits where an injury occurs to a third person or serious bodily injury or fatality, are also included.

investigation. The final determination as to whether an accident meets the Sheriff's Office criteria rests solely with the MAIT Team Commander or his designee.

2. The TOWN shall be responsible for contacting the SHERIFF'S OFFICE whenever MAIT is needed for a major accident investigation which qualifies for MAIT investigation. Likewise, the SHERIFF or his designee shall be responsible for contacting the TOWN police department MAIT member as needed to assist with MAIT investigations. MAIT investigations will be conducted in accordance with SHERIFF'S OFFICE protocol and standard professional practices for said investigations. In the event a concern arises about the conduct of an investigation within the limits of the TOWN, the SHERIFF or his designee will meet and confer with the TOWN'S Police Chief to discuss and resolve any concerns.

3. The SHERIFF'S Major Accident Investigation Team shall consist of both Deputies who shall be members of the Pinellas County Sheriff's Office and a sworn, certified Police Officer of the TOWN police department, who shall meet the training requirements set forth by the SHERIFF. The SHERIFF will deputize the designated Police Officer to permit the Officer to perform as a team member throughout Pinellas County but the Police Officer will continue to be an employee of the Belleair Police Department, which will be responsible for the Police Officer's expenses, including expenses for training. All MAIT members shall be subject to the direction and all rules and regulations of the SHERIFF, including the TOWN'S Police Officer when performing major accident investigations. The parties agree there will be times, due to the Police Officer's responsibilities, that he or she will either be unable to respond to an accident scene, be delayed in arriving at a scene, or have to leave an accident scene due to the occurrence of a significant crime within the TOWN needing his or her immediate attention. In the event of such an occurrence, it will be the Police Officer's responsibility to inform the MAIT commander of the situation.

E. **TOTAL COMPENSATION**

The TOWN shall pay to the SHERIFF on October 1, 2014, or as soon as possible after approval of the Agreement by both parties the sum of SEVENTEEN THOUSAND SEVEN HUNDRED THIRTY-SEVEN DOLLARS AND NO CENTS (\$17,737.00), which reflects the minimum sum due for all services to be rendered during the term of this Agreement, with adjustments, if any, made as soon as possible after the end of the contract year as provided herein.

F. The term of the Agreement shall be for a period of one (1) year commencing October 1, 2014, and terminating September 30, 2015. The parties agree that where the Agreement is not terminated as provided for below, the terms of this Agreement shall automatically continue for 120 days beyond September 30, 2015, in the event a replacement contract has not yet been completely executed. The TOWN 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, 2015, through the duration of the replacement contract, and shall immediately be paid by the TOWN to the SHERIFF if an additional sum is due, or credited to the TOWN 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.

G. Either party may terminate this Agreement without cause or further liability to the other upon written notice to the other given thirty (30) days prior to the requested termination date.

H. For the purpose of this Agreement, notice shall be given to the parties as follows:

TOWN: MICAH MAXWELL, Town Manager
Town of Belleair
901 Ponce deLeon Blvd.
Belleair, FL 33756

SHERIFF: MAJOR SEAN JOWELL
Support Services Bureau
Pinellas County Sheriff's Office
P. O. Drawer 2500
Largo, FL 33779-2500

I. This Agreement reflects the full and complete understanding of the parties and may be modified only by a document in writing executed by the parties hereto.

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

J. The parties agree that nothing contained herein shall in any manner waive the sovereign immunity which applies to the parties nor shall anything contained herein waive the provisions of Chapter 768 of the Florida Statutes.

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by their duly authorized representatives this ____ day of _____ 2014.

ATTEST:

TOWN OF BELLEAIR

TOWN CLERK

MAYOR

TOWN ATTORNEY

TOWN MANAGER

SHERIFF, PINELLAS COUNTY, FL

BOB GUALTIERI, Sheriff