

St. Petersburg City Council
Consent Agenda
Meeting of April 16, 2009

TO: The Honorable Jeff Danner, Chair, and Members of City Council

SUBJECT: A resolution authorizing the Mayor or his designee to execute an interlocal agreement ("Agreement") between the cities of St. Petersburg, Clearwater, Largo, Gulfport, Pinellas Park, St. Pete Beach, and Tarpon Springs ("Cities") and the Sheriff of Pinellas County, Florida ("Sheriff") to provide prisoner transportation services for the Cities to the Pinellas County Jail and/or the Pinellas Juvenile Assessment Center, and to execute all documents necessary to effectuate this transaction; and providing an effective date.

EXPLANATION: The Cities of St. Petersburg, Clearwater, Largo, Gulfport, Pinellas Park, St. Pete Beach, and Tarpon Springs ("Cities", or individually, "City") and the Sheriff of Pinellas County, Florida ("Sheriff") have determined that it is in the best interest of the citizens of Pinellas County to improve the efficiency and effectiveness of law enforcement services provided through a countywide prisoner transport unit. The Cities currently transport their own arrestees from their respective municipalities to the Pinellas County Jail, which often times results in officers being away from their jurisdictions, and assigned patrol areas for extended periods of time. The Sheriff will transport the Cities' arrestees to the Pinellas County Jail and/or to the Pinellas Juvenile Assessment Center through the Sheriff's Prisoner Transportation Unit (PTU). The prisoner transportation services will be available to the Cities 7 days per week and 20 hours each day, from 7:00 a.m. until 3:00 a.m. The Agreement will shall remain in effect until December 31, 2011, but may be terminated by any of the Cities or the Sheriff on 10days notice.

The Cities agree to pay the Sheriff \$50.77 for each prisoner transported from a single location. If 2 or more prisoners, from a single agency, are transported from a single location, the Cities agree to pay the Sheriff \$80.77 for the transport. This "multiple prisoner" rate is limited to the capacity of a single van or transport vehicle from one location. If a City desires PTU services dedicated to it for a specific/special event, the service will be provided as an off-duty detail billed at the Sheriff's current off-duty detail rate of \$37.00 per hour, with a 3 hour minimum. The Sheriff will invoice each City on a monthly basis for all services rendered under the Agreement. If a City has Justice Assistance Grant (JAG) funds that are retained by the Sheriff as the Applicant/Fiscal Agent for 2009 or subsequent JAG funding, the invoice cost will be deducted from the City's balance.


RECOMMENDATION: The administration recommends that City Council adopt the attached resolution authorizing the Mayor or his designee to execute an interlocal agreement ("Agreement") between the cities of St. Petersburg, Clearwater, Largo, Gulfport, Pinellas Park, St. Pete Beach, and Tarpon Springs ("Cities") and the Sheriff of Pinellas County, Florida ("Sheriff") to provide prisoner transportation services for the Cities to the Pinellas County Jail and/or the Pinellas Juvenile Assessment Center, and to execute all documents necessary to effectuate this transaction; and providing an effective date.

COST/FUNDING INFORMATION: The Pinellas County Sheriff's Office will retain all transport

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funding as agreed upon by each of the Cities. Each City will be invoiced for services on a monthly basis. All transport services will be credited to each agency's designated JAG funds until the expiration date of the grant December 31, 2011 or until funds have been fully expended.

Approvals:

Administration:  Budget: Brad Scuto

Legal: 00106268.doc V. 2

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT (“AGREEMENT”) BETWEEN THE CITIES OF ST. PETERSBURG, CLEARWATER, LARGO, GULFPORT, PINELLAS PARK, ST. PETE BEACH, AND TARPON SPRINGS (“CITIES”) AND THE SHERIFF OF PINELLAS COUNTY, FLORIDA (“SHERIFF”) TO PROVIDE PRISONER TRANSPORTATION SERVICES FOR THE CITIES TO THE PINELLAS COUNTY JAIL AND/OR THE PINELLAS JUVENILE ASSESSMENT CENTER, AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Cities of St. Petersburg, Clearwater, Largo, Gulfport, Pinellas Park, St. Pete Beach, and Tarpon Springs, (“Cities”, or individually, “City”) and Jim Coats, as Sheriff of Pinellas County, Florida (“Sheriff”) have determined that it is in the best interest of the health, safety and welfare of the citizens to enter into an interlocal agreement to provide prisoner transportation services for the Cities to the Pinellas County Jail and/or the Pinellas Juvenile Assessment Center (“Agreement”) in order to improve the efficiency and effectiveness of law enforcement services provided to Pinellas County citizens through a countywide prisoner transport unit; and

WHEREAS, the Cities currently transport their own arrestees from their respective municipalities to the Pinellas County Jail, which often times results in officers being away from their jurisdictions, and assigned patrol areas for extended periods of time; and

WHEREAS, the Sheriff, for a reasonable fee to offset the costs of the services provided herein, will transport the Cities’ arrestees to the Pinellas County Jail, or the Pinellas Juvenile Assessment Center through the Sheriff’s Prisoner Transportation Unit (PTU); and

WHEREAS, the Sheriff agrees to make prisoner transportation services available to the Cities 7 days per week and 20 hours each day; and

WHEREAS, the Agreement shall remain in effect until December 31, 2011 and is terminable at will by a City or the Sheriff on 10 days notice; and

WHEREAS, the Cities agree to pay the Sheriff \$50.77 for each prisoner transported from a single location. If 2 or more prisoners, from a single agency, are transported from a single location the Cities agree to pay the Sheriff \$80.77 for the transport. This “multiple prisoner” rate is limited to the capacity of a single van or transport vehicle from one location; and

WHEREAS, if any City desires PTU services dedicated to it for a specific/special event, the

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between the Cities and/or Towns of St. Petersburg, Clearwater, Largo, Gulfport, Pinellas Park, St. Pete Beach, and Tarpon Springs, all Florida municipal corporations (“CITY” or collectively, “CITIES”), and Jim Coats, as Sheriff of 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 CITIES 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 CITIES currently transport their own arrestees from their respective municipalities to the Pinellas County Jail, which often times results in several officers being away from their jurisdictions, and assigned patrol areas for extended periods of time.

WHEREAS, the SHERIFF, for a reasonable fee to offset the costs of the services provided herein, will transport the CITIES’ arrestees to the Pinellas County Jail, or the Pinellas Juvenile Assessment Center through the SHERIFF’S Prisoner Transportation Unit (PTU), resulting in officers spending less time away from their respective jurisdictions 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 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 CITIES from various locations within Pinellas County to the Pinellas County Jail and/or the Pinellas Juvenile Assessment Center.

- 2) The SHERIFF agrees to make available prisoner transportation services to the CITIES 7 days per week and 20 hours each day. The usual operating hours of the PTU will be from 7:00 a.m. until 3:00 a.m., however the hours maybe adjusted in the SHERIFF’S discretion based upon a review of appropriate staffing levels and with reasonable notice to the CITIES.

3) The SHERIFF will transport adults and juveniles arrested by the CITIES' police officers, as well as respond to calls for transportation received from the Florida Probation Offices located in the various CITIES, to the Pinellas County Jail and/or the Pinellas Juvenile Assessment Center, as applicable. The CITIES will bear the cost of transportation from the Probation offices located within their jurisdictions as they now bear that responsibility.

4) Under the SHERIFF'S current "Ask - A - Nurse" program the CITIES' 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, SHERIFF'S PTU deputies 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. PTU 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 PTU transported juvenile is denied admittance to the Juvenile Assessment Center because of an injury or medical condition occurring before coming into the custody of the SHERIFF'S PTU, 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.

5) The CITIES agree to pay the SHERIFF \$50.77 for each prisoner transported from a single location. If 2 or more prisoners, from a single agency, are transported from a single location (such as the police station, or a pre-designated pick-up point) the CITIES agree to pay the SHERIFF \$80.77 for the transport. This "multiple prisoner" rate is limited to the capacity of a single van or transport vehicle from one location. Further, if any CITY desires PTU services dedicated to its city for a specific/special event, the service will be provided as an off-duty detail and billed at the SHERIFF'S current off-duty detail rate, which is currently \$37.00 per hour. There is a 3 hour minimum for this service.

A) The SHERIFF will invoice each CITY on a monthly basis for all services rendered under this Agreement and the CITIES agree to pay such invoices in a reasonable period of time. If a CITY has Justice Assistance Grant (JAG) funds available to it that are retained by the SHERIFF as the Applicant/Fiscal Agent for 2009 or subsequent JAG funding, the invoice cost will be deducted from the CITY'S balance. The CITY will nonetheless be provided a monthly invoice showing the transfer of its JAG funds.

B) The SHERIFF anticipates that services provided under this Agreement will be phased-in and may commence, in full or in part, before the application for JAG funds is approved. The CITIES with JAG fund balances obligation to pay for services set forth herein, except for specific/special event requests, does not commence until the JAG application is approved by the United States Department of Justice, Bureau of Justice Assistance and the CITIES are notified by the SHERIFF of the approval.

6) This Agreement shall become effective on the date of execution first written above and shall remain in effect until December 31, 2011, unless otherwise terminated pursuant to the provisions of this Agreement or extended for a longer term by amendment. Any party hereto may withdraw or cancel such party's participation pursuant to this Agreement without cause, or liability to any other parties hereto by providing written notice of such withdrawal no less than ten (10) days prior thereto. However, the withdrawal from or cancellation of this agreement shall be effective only as to that party and this agreement shall remain in full force and effect as to those remaining parties hereto who have provided no written notice or cancellation or withdrawal.

7) 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.

8) 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 all Parties. This Agreement shall be binding upon the Parties, their successors, assigns and legal representatives.

9) 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.

REMAINING PAGE BLANK

In acknowledgment and execution of the INTERLOCAL AGREEMENT, pages one through eleven inclusive, I hereby set my hand and seal.

PINELLAS COUNTY SHERIFF'S OFFICE

JIM COATS, Sheriff

In acknowledgment and execution of the INTERLOCAL AGREEMENT, pages one through eleven inclusive, we hereby set our hand and seal.

ATTEST:

CITY OF CLEARWATER

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

In acknowledgment and execution of the INTERLOCAL AGREEMENT, pages one through eleven inclusive, we hereby set our hand and seal.

ATTEST:

CITY OF GULFPORT

CITY CLERK

By _____
City Manager

APPROVED AS TO FORM

City Attorney

By _____
Law Enforcement Agency Head

In acknowledgment and execution of the INTERLOCAL AGREEMENT, pages one through eleven inclusive, we hereby set our hand and seal.

ATTEST:

CITY OF LARGO

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

In acknowledgment and execution of the INTERLOCAL AGREEMENT, pages one through eleven inclusive, we hereby set our hand and seal.

ATTEST:

CITY OF PINELLAS PARK

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

In acknowledgment and execution of the INTERLOCAL AGREEMENT, pages one through eleven inclusive, we hereby set our hand and seal.

ATTEST:

CITY OF ST. PETE BEACH

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head

In acknowledgment and execution of the INTERLOCAL AGREEMENT, pages one through eleven inclusive, we hereby set our hand and seal.

Attest:

City of St. Petersburg, Florida

Eva A. Andujar, City Clerk

By: _____
Rick Baker
As its Mayor

By: _____
Law Enforcement Agency Head

Approved as to Content and Form *RBS*

City Attorney (Designee)

By: _____
Assistant City Attorney

In acknowledgment and execution of the INTERLOCAL AGREEMENT, pages one through eleven inclusive, we hereby set our hand and seal.

ATTEST:

CITY OF TARPON SPRINGS

CITY CLERK

By _____
Mayor

APPROVED AS TO FORM

By _____
City Manager

City Attorney

By _____
Law Enforcement Agency Head