



# TARPON SPRINGS POLICE DEPARTMENT MEMORANDUM



*Robert P. Kochen*  
CHIEF OF POLICE

*"Building a Better Future Through Excellence in Policing"*

To: Honorable Mayor and Board of Commissioners

From: Robert P. Kochen, Chief of Police

Date: June 2, 2017

Ref: Approve combined CAD/RMS, Crime Scene, and Fingerprint agreement with the Pinellas County Sheriff's Office (10/01/17 through 09/30/18)

Copies: City Manager, City Attorney, City Clerk, File

The police department's F.Y. 2018 budget has funding for the following essential services from the Pinellas County Sheriff's Office:

- **Computer Aided Dispatch (CAD) maintenance:**
  - This is the main computer system/software that our communications division utilizes for police operations.
- **Augmented Criminal Investigative Support System (ACISS):**
  - This is the main computer system/software that our department uses for police records, intelligence led policing (ILP), and other databases. Also, a component of ACISS is the police report "call in system" known as (ARMS).
- **Traffic Crash Reporting System (TraCS):** \*\*no charge for this system\*\*
  - TraCS is an automated traffic accident program that we utilize for reporting all traffic accidents within the city to the Florida Department of Highway Safety and Motor Vehicles.
- **Forensic Services:**
  - The police department utilizes these essential services for major crime scenes.
- **Latent Print Services:**
  - The police department utilizes these essential services for developing and analyzing fingerprints submitted from crime scenes.

The above services are essential to the police department and are provided to us at a reasonable cost with full support from the Sheriff's Office. The F.Y. 2018 police budget has funds appropriated to cover the costs of the services covered in the agreement before you.



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The approximate cost for all of the services provided for in this contract is \$69,038.30 dollars. Attached to the agreement is a spreadsheet that has a detailed breakdown of the costs associated with this agreement.

I am respectfully asking that the City Commission approve this agreement so we can continue these essential services beginning on October 1, 2017.

**Note:**

- City Attorney has reviewed this agreement and is fine with its content.
- Charges for forensic services are not included within the \$69,038.30 contract figure above, as they are billed when the services are rendered. The police department's F.Y. 2018 budget has funds allocated for this service.
- Charges for the Automated Report Management System (ARMS) are not included in the \$69,038.30 contract figure, as they are billed when the services are rendered at \$5.50 per police report.
- The total F.Y. 2018 contract charges of \$69,038.30 are only \$455.90 more than the total F.Y. 2017 contract charges of \$68,582.40. Total charges for the forensic services and ARMS will not be known until the end of F.Y. 2018 because they are billed when the services are rendered. The total costs for these services are budgeted for F.Y. 2018, and they usually "stay in line" from fiscal year to fiscal year.

**Source of Funding for above services:**

- F.Y. 2018 police department's general fund budget.

## AGREEMENT

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

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 anticipated to be 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 anticipated to be generated by the CITY without reducing the speed or efficiency of the system; and

WHEREAS, the CITY desires to contract with the SHERIFF for crime scene services; and

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, 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;

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

A. COMPUTER AIDED DISPATCH (CAD)

1. The SHERIFF maintains a computer aided dispatch (CAD) system whose main purpose is to input and dispatch calls for service relating to law enforcement matters, as well as provide data communication with police laptop computers; said system is staffed twenty-four (24) hours per day, seven (7) days per week. This system is operated and maintained by the SHERIFF and is housed at a location designated by the SHERIFF. The SHERIFF agrees to allow the CITY to utilize the SHERIFF'S CAD system to input and dispatch calls, and generate records for the CITY police department. The CITY agrees that it will provide resilient and redundant internet service provider connections with a 50MB Bright House connection as the primary provider and a 50MB CenturyLink connection as the secondary, back-up provider. The CITY further agrees that it shall permit authorized personnel timely and reasonable access to install, deliver, operate, maintain, and remove the service and equipment to include Brighthouse Networks, CenturyLink and Pinellas County Sheriff's Office network equipment. In addition, the CITY agrees to provide the aforementioned entities floor space, rack space, other space as required, and clean power as is reasonably necessary for the installation and operation of equipment located at the CITY police department.
2. The SHERIFF shall be responsible for the maintenance, upgrades and repairs to the SHERIFF'S CAD system.
3. 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.
4. 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.
5. 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.

6. All communication equipment needed, such as but not limited to laptop computers, to provide communication between the CAD system 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.
7. Equipment purchased by the CITY for use by its police personnel, such as laptop computers shall remain the property of and be maintained by the CITY. The parties agree that the hardware, software and licenses which provide for access and use of the SHERIFF'S CAD system by the CITY, and for which hardware and licenses the CITY pays the SHERIFF, as specified in Attachment A and herein incorporated, will belong to the SHERIFF and as such remain the SHERIFF'S property in the event this Agreement is cancelled for any reason or not renewed.
8. The SHERIFF agrees to provide the technical and troubleshooting support to ensure that all equipment, hardware, and software for which the SHERIFF is responsible is properly configured and in working order. Any problems relating to the CITY'S hardware and software will be the responsibility of the CITY to address.
9. The CITY shall pay to the SHERIFF the sum of FIFTY-EIGHT THOUSAND TWO HUNDRED NINETY-THREE DOLLARS AND NO CENTS (\$58,293.00), which provides payment for the annual maintenance fees for fifty-five (55) mobile licenses, three (3) CAD workstation licenses, the annual maintenance fee for the Citrix software, and the ongoing monthly ISP connection fees for Bright House and CenturyLink. (See Attachment A.)
10. 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 at that time.

**B. AUGMENTED CRIMINAL INVESTIGATIVE SUPPORT SYSTEM (ACISS)**

1. The SHERIFF shall provide a law enforcement records management system, Augmented Criminal Investigative Support System (ACISS) to the CITY for its police department for sharing records management software 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 utilize the SHERIFF'S Automated Records Management System (ARMS) Data Assistants 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'S OFFICE all police reports as the police department may deem necessary and appropriate. ARMS Data Assistants 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.

2. The CITY police department 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 Data Assistants.
3. The SHERIFF shall host the ACISS 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.
4. The City's police department is able to link to the Sheriff's Office network through the connection established through Bright House and CenturyLink as referenced in the above section, which 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.
5. The SHERIFF originally provided CITY police officers and other police personnel with training in the use of the ACISS system, including utilization of the ARMS Data Assistants for the creation of police reports by the officers. The parties agreed that the goal in training CITY officers in the use of ACISS 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. At such time as the parties agree that the CITY's police officers may begin completing their own police reports using ACISS, additional training at no cost shall be provided by the SHERIFF. All training shall take place at times mutually agreed upon by the parties. As with the use of ACISS, the goal of said training for officers to produce their own reports will be to develop expertise so that the training of new officers who are employed by the CITY in the future will be the responsibility of the CITY.

6. The Pinellas County Sheriff's Office is a public agency subject to Chapter 119, Florida Statutes. Section 119.0701, Florida Statutes (2016) requires that all contractors comply with Florida's public records laws with respect to services performed on behalf of the Sheriff. To the extent this statute is applicable to this contract, the requirements are:
  - a. Keep and maintain public records required by the public agency in order to perform the service;
  - b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency;
  - d. Upon completion of the contract, transfer at no cost to the public agency all public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the contractor keeps and maintains public records, upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records at:**

**Pinellas County Sheriff's Office**  
**10750 Ulmerton Rd.**  
**Largo, Florida 33778**  
**Phone 727-582-6200**  
**contractor@pcsonet.com.**

The failure of the Contractor to comply with the provisions set forth in this Section shall constitute a Default and Breach of this Agreement.

7. 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. At such time as 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.
8. The SHERIFF, through appropriate staff, will review each report it prepares 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.<sup>1</sup> 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.
9. 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.

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<sup>1</sup> There are several options for accomplishing supporting document entry into ACISS; these have been defined by the SHERIFF and included in the ACISS training.



10. The SHERIFF also agrees that the CITY'S police department may utilize the property and evidence tracking component of ACISS in order to document items it collects and receives, as well as document chain of custody of said items. While the SHERIFF has provided assistance in configuring ACISS in order that the police department's items can be tracked separate and apart from that of the Sheriff's Office, the parties agree that the SHERIFF is in no way responsible or liable for the CITY police department's usage of ACISS for this purpose, and the CITY alone is solely responsible for the accuracy of all entries and any errors that may occur. The CITY will likewise be solely responsible for all items of property and evidence it receives and processes, stores and as appropriate, disposes of in accordance with state law and any applicable court orders.
11. The CITY shall pay to the SHERIFF the sum of FOUR THOUSAND NINE HUNDRED FIFTY DOLLARS AND NO CENTS (\$4,950.00) which provides payment for the annual maintenance fees for ten (10) ACISS licenses. (See Attachment A.)

C. TRAFFIC CRASH REPORTING SYSTEM

1. 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.
2. 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.
3. The SHERIFF originally provided the CITY police department training in the utilization of TraCS in conjunction with the initial ACISS training. The parties agreed that the goal in training CITY officers in the use of TraCS 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, as are such the CITY is now responsible for said training.

#### D. FORENSICS

1. The SHERIFF will provide to the CITY crime scene services for high priority calls to be determined by the CITY and SHERIFF. Said services shall include the documenting, photographing and processing of said crime scene 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.
2. The parties agree that the term "high priority call" as used herein shall be defined as an incident, event or offense that requires a report or offense number be made, recorded or taken by a member of the CITY'S police department for documentation purposes and which requires some action by the SHERIFF'S Forensic Science Specialists.
3. The SHERIFF shall document the time spent by Sheriff's Office personnel performing duties associated with each crime scene processed for the CITY and calculate the costs of crime scene processing based upon these personnel costs, other additional costs incurred for support personnel, and related operating costs. The CITY shall be billed on a monthly basis with payment due within thirty (30) calendar days of receipt of the invoice.

#### E. LATENT PRINT SERVICE

1. The SHERIFF shall provide to the CITY latent print examination and analysis services for those prints the CITY elects to submit to the SHERIFF.
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 CITY eight (8) hours per day, five (5) days per week and shall as a part of their duties:
  - a. 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.

- b. Evaluate the quality of latent fingerprints provided by the CITY.
  - c. Compare the latent fingerprints of suspects provided by the CITY.
  - d. Appropriately document those latent fingerprints provided by the CITY that cannot be positively identified.
  - e. Prepare and provide to the CITY 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 CITY submits a complex or lengthy latent identification request, the SHERIFF shall devote the necessary available personnel to perform the work.
6. 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:
  - a. Be a member of the CITY 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 CITY of completed latent fingerprint request forms showing the results of such examination or comparison.
  - e. 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.
7. The CITY shall pay to the SHERIFF the sum of FIVE THOUSAND SEVEN HUNDRED NINETY-FIVE DOLLARS AND THIRTY CENTS (\$5,795.30) for the latent fingerprint services to be rendered pursuant to this Agreement, which reflects payment for seventy (70) latent print cases at a cost of EIGHTY-TWO DOLLARS AND SEVENTY-NINE CENTS (\$82.79) per case. Should the CITY'S number of cases exceed the seventy (70) cases covered by this Agreement, it agrees to pay the EIGHTY-TWO DOLLARS AND SEVENTY-NINE CENTS (\$82.79) per each additional cases. If the CITY uses less than the seventy (70) cases anticipated, the funds for the number of cases paid for 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.

F. TERM OF THE AGREEMENT

This Agreement shall take effect on October 1, 2017, and remain in effect through September 30, 2018, unless either party terminates this Agreement as provided below.

G. TERMINATION

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. Upon such termination, the SHERIFF shall send an invoice to the CITY for any police reports prepared by the SHERIFF for which billing has not yet been made.

H. TOTAL COMPENSATION

The CITY agrees to pay the SHERIFF the sum of SIXTY-NINE THOUSAND THIRTY-EIGHT DOLLARS AND THIRTY CENTS (\$69,038.30). This sum is due and payable on October 1, 2017, and provides payment for access to the SHERIFF'S computer-aided dispatch, ACISS, and latent print services. (See Attachment A.)

In addition to the above sum, the cost for police reports, including incident reports, offense reports, supplemental reports, and the like, is \$5.50 per report generated by ARMS Data Assistants. Said reports shall be tracked and invoiced by the SHERIFF to the CITY on a monthly basis, payable upon receipt. 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 "PSCO Supporting Documents" template must be used in order to result in no charge.

As indicated in Section D. above, the CITY will be billed for forensics services when and if the services are utilized, on a monthly basis, payable upon receipt.

I. 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

Robert Kochen, Chief  
444 South Huey Avenue  
Tarpon Springs, FL 34689-1575  
(727) 938-2849

FOR THE SHERIFF

Major Stefanie Campbell  
P. O. Drawer 2500  
Largo, FL 33779-2500  
(727) 453-7975

J. COMPLETE AGREEMENT

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

K. MODIFICATION

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

L. 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.

*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 \_\_\_\_\_ 2017.

**CITY OF TARPON SPRINGS, FLORIDA**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Manager

Reviewed and Approved:

Attest:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

**SHERIFF, PINELLAS COUNTY, FLORIDA**

\_\_\_\_\_  
Bob Gualtieri, Sheriff

<b>PINELLAS COUNTY SHERIFF'S OFFICE</b>			
<b>City of Tarpon Springs</b>			
<b>Cost of Law Enforcement Ancillary Services - FY 18</b>			
<b>CAD</b>	<b>Cost</b>	<b>Total/annual</b>	<b>Notes</b>
Inform Mobile (Tritech)	\$220 per license/annual mtce	\$12,100.00	ongoing annual cost for the 55 licenses (including spares)
Tritech CAD Workstation	\$2,532 per station/annual mtce	\$7,596.00	ongoing annual cost for 3 workstations
Tritech Citrix Server	\$425/annual mtce	\$425.00	ongoing annual cost for software req'd for remote access to CAD
	<b>Subtotal:</b>	\$20,121.00	for annual mtce
<b>ISP Connection Costs</b>			
Bright House (BH) 50 MB Service	\$1,700 monthly fee for 2 sites	\$20,400.00	\$850 per month per location (SAB & TSPD); 3 yr contract; back-up connection/ongoing annual cost
CenturyLink ISP 50 MB Service	\$1,481 monthly fee	\$17,772.00	secondary internet provider; 2 sites; 3 yr contract; ongoing annual cost
	<b>Subtotal:</b>	\$38,172.00	
	<b>Subtotal/CAD and ISP:</b>	\$58,293.00	
<b>RMS / ACISS</b>			
ACISS licenses	\$495 per license/annual mtce	\$4,950.00	ongoing annual cost for 10 licenses; increased from \$476 per license
Traffic accident software (TraCS)	no charge	\$0.00	
Traffic accident diagramming software	TraCS includes; City may choose to purchase addtl program		
ARMS reports	\$5.50 per report	tbd	based on usage by TSPD officers
	<b>Subtotal:</b>	\$4,950.00	
<b>Latent Print</b>	\$82.79 per case/ charge for 70 cases	\$5,795.30	estimate based on prior usage
<b>Forensics</b>	charged by the hour/\$44.23 for Forensics Spec; \$54.97 for Supv; \$7.70 for Forensics Imaging Technologist support and supplies	tbd	based on usage by TSPD
	<b>Total (not including ARMS &amp; Forensics):</b>	\$69,038.30	