

CONTRACT FOR LAW ENFORCEMENT SERVICES
ENVIRONMENTAL LANDS UNIT

THIS AGREEMENT is made by and between PINELLAS COUNTY, FLORIDA (hereinafter COUNTY) and BOB GUALTIERI, in his capacity as Sheriff of Pinellas County, Florida (hereinafter SHERIFF) this ____ day of _____ 2019.

WITNESSETH

WHEREAS, the COUNTY operates a Department of Parks and Conservation Resources (hereinafter DEPARTMENT) to provide environmentally sensitive lands and wildlife preserves to Pinellas County residents and visitors; and

WHEREAS, the DEPARTMENT operates various facilities throughout Pinellas County, including, but not limited to, Weedon Island Preserve, Brooker Creek Preserve, the waters in and around Ft. DeSoto Park and Shell Key; and

WHEREAS, the facilities are designed to operate as wildlife habitats and nature preserves; and

WHEREAS, the COUNTY desires to provide facilities for the use and enjoyment of the public; and

WHEREAS, the COUNTY desires to provide for the safety and welfare of persons using the facilities while also protecting wildlife habitat, natural vegetation and the ecology of the facilities; and

WHEREAS, the COUNTY desires land and marine law enforcement services to enforce the state and federal criminal laws, county ordinances, rules and regulations of the Florida Fish & Wildlife Conservation Commission and other state rules and regulations, including but not limited to those relating to marine life, fishing, boating, wildlife and environmental matters and rules and regulations of the DIVISION;

NOW, THEREFORE, in consideration of the mutual promises more specifically set forth below, it is agreed by and between the COUNTY and the SHERIFF as follows:

A. ENVIRONMENTAL LANDS UNIT PERSONNEL

The SHERIFF shall provide to the DEPARTMENT a total of two (2) fully certified deputy sheriffs who are sworn members of the Pinellas County Sheriff's Office, with patrol vehicles, to serve as Environmental Lands Unit Deputies. The DEPARTMENT shall bear the cost of the two (2) deputies.

The Environmental Lands Unit Deputies shall be assigned primarily to perform law enforcement services at environmentally sensitive lands, preserves and waterways. However, the Environmental Lands Unit Deputies may be assigned to perform law enforcement services at such other locations as may be mutually agreeable to the SHERIFF and the DEPARTMENT and as provided in Paragraph C. 2. below.

B. DUTIES OF THE ENVIRONMENTAL LANDS UNIT PERSONNEL

1. The Environmental Lands Unit Deputies shall be responsible for enforcing criminal laws, county ordinances, Florida Fish & Wildlife Conservation Commission Rules and Regulations, Florida Wildlife Codes, and other rules and regulations of the DEPARTMENT and of the State of Florida, including but not limited to laws, ordinances and regulations relating to marine life, manatee and seagrass protection, fishing, boating, wildlife and environmental matters.
2. The Environmental Lands Unit personnel shall be required to follow all rules and regulations of the Pinellas County Sheriff's Office. To the extent that DEPARTMENT policies do not conflict with those of the SHERIFF, the Environmental Lands Unit personnel shall conform to DEPARTMENT policies and procedures.
3. To the extent possible and consistent with acceptable law enforcement practice, the Environmental Lands Unit Sergeant shall coordinate his/her law enforcement activities with DEPARTMENT supervisory personnel. The Environmental Lands Unit Sergeant shall further coordinate law enforcement activities with other agencies having specialized or concurrent authority, including but not limited to the Florida Department of Environmental Protection, any municipality, any governmental agency, the United States Coast Guard and the Florida Fish & Wildlife Conservation Commission.
4. The Environmental Lands Unit Deputies shall complete and maintain incident reports concerning matters occurring upon Pinellas County property or waters adjacent thereto. The Environmental Lands Unit Sergeant shall provide copies of such reports to the DEPARTMENT consistent with the Florida Public Records Act.
5. The Environmental Lands Unit Sergeant shall provide the DEPARTMENT with a monthly statistical report regarding the Environmental Lands Unit Deputies' activities, including recommendations as appropriate.

6. The Environmental Lands Unit Sergeant will meet with DEPARTMENT members on a regular basis or as required by the DEPARTMENT. The purpose shall be to maintain communication and exchange information regarding issues pertaining to the facilities inclusive of this AGREEMENT.

C. DUTY HOURS OF THE ENVIRONMENTAL LANDS UNIT

1. Work schedules for the Environmental Lands Unit Deputies shall be established in monthly segments as approved by the Environmental Lands Unit Sergeant. Every effort will be made to coordinate such scheduling with the DEPARTMENT.
2. The Environmental Lands Unit Deputies may be temporarily reassigned by the SHERIFF only during the period of a law enforcement emergency. Should such reassignment be necessary, the DEPARTMENT will be given as much advanced notice as possible.
3. The Environmental Lands Unit Deputies work period shall include reasonable time for breaks and meals. Time spent by the Environmental Lands Unit Deputies in attending required Sheriff's Office staff meetings, mandatory training, military leave, vacation or compensatory leave, depositions, court and similar related functions shall be considered part of the Environmental Lands Unit Deputies work period. The SHERIFF will give the DEPARTMENT as much advance notice as possible for such meetings, training, or related functions.

D. SELECTION OF THE ENVIRONMENTAL LANDS UNIT DEPUTIES

1. The SHERIFF shall select the Environmental Lands Unit Deputies on the basis of the following criteria.
 - a) The desire and ability to enforce all wildlife, natural resources, and environmental laws, ordinances and statutes.
 - b) The ability to deal effectively with the public in both an advisory and an enforcement capacity.
 - c) At least two years experience in law enforcement.
 - d) The Environmental Lands Unit Deputy shall receive all training necessary to maintain law enforcement certification and any specialized training necessary to perform his or her duties as an Environmental Lands Unit Deputy.

E. REASSIGNMENT OF ENVIRONMENTAL LANDS UNIT PERSONNEL

1. Should the DIVISION desire to remove an Environmental Lands Unit Member from his/her position, the DEPARTMENT director or designee must meet with the SHERIFF or his designee in an attempt to mediate and resolve the matter. Both the DEPARTMENT and SHERIFF may have such other persons present, as the DEPARTMENT or the SHERIFF deem necessary or advisable to resolve the matter. If the issue giving rise to the request for removal cannot be resolved within a reasonable time, the Environmental Lands Unit Member shall be removed and another member shall be selected as provided in Section D. of this Agreement.
2. Nothing contained in this Agreement shall be construed to limit the authority of the SHERIFF to remove or reassign the Environmental Lands Unit Members from these positions as he may deem just, fit or in the best interest of the Pinellas County Sheriff's Office.

F. RESPONSIBILITY OF THE SHERIFF

1. The SHERIFF shall be responsible for the appointment, training, supervision, discipline and dismissal of the Environmental Lands Unit personnel. Training costs for additional or replacement Environmental Lands Unit personnel shall be the SHERIFF's responsibility.
2. The SHERIFF shall provide Environmental Lands Unit personnel with a uniform and such other items of equipment as are normally and customarily provided by the SHERIFF to specialized patrol deputies. The SHERIFF shall be responsible for maintaining and repairing the patrol vehicles, vessels, and other equipment supplied by the SHERIFF under the terms of this Agreement.
3. The SHERIFF shall provide the DEPARTMENT such support and ancillary law enforcement services as are customarily provided to other municipalities and governmental entities contracting with the SHERIFF for law enforcement services including, but not limited to: back-up support, K-9, helicopter, dive teams, and the like.
4. The SHERIFF, through his designee, shall work in conjunction with state, federal and local law enforcement agencies and the DEPARTMENT to promote and encourage the lawful and conscientious use of environmentally sensitive wetlands, marine life and other sensitive or threatened natural resources.

G. RESPONSIBILITY OF THE DEPARTMENT

1. The DIVISION shall provide the Environmental Lands Unit personnel with the following materials and facilities necessary for the performance of the duties set forth in this Agreement.
 - a) Storage facilities for watercraft, ATV's and any other equipment utilized to patrol all properties designated under the terms of this Agreement; and
 - b) Office space at Weedon Island Preserve, Brooker Creek and Ft. DeSoto Park equipped with electricity, heating and air conditioning, locking desks, chairs, locking filing cabinets, and telephones to be used exclusively by the Environmental Lands Unit Personnel.
2. As consideration for the services to be provided by the SHERIFF pursuant to the terms of this Agreement, the DEPARTMENT shall pay to the COUNTY on behalf of the SHERIFF the sum of THREE HUNDRED EIGHT THOUSAND EIGHT HUNDRED SEVENTY DOLLARS AND NO CENTS (\$308,870.00) per year. Payment shall be made annually. In the event sufficient budgeted funds are not available for a new fiscal period, the DEPARTMENT shall notify the SHERIFF of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the DEPARTMENT or the COUNTY. All payments shall be made in accordance with the requirements of Section 218.70 *et seq.*, Florida Statutes, "The Local Government Prompt Payment Act." (Worksheet detailing costs is attached hereto and incorporated herein by reference as Attachment 1.)

H. RESPONSIBILITY OF THE COUNTY

1. The COUNTY hereby agrees to amend the FY 2019/2020 budget of the SHERIFF to provide these positions and funds necessary to accomplish the purposes of this Agreement.
2. The COUNTY further agrees to cooperate to insure that the purposes and objectives of this Agreement are fulfilled.

I. TERM OF THE AGREEMENT

This Agreement shall take effect on October 1, 2019, and shall continue in full force and effect thereafter through September 30, 2020, unless:

1. extended upon such terms and conditions as the parties hereto may later agree; or
2. terminated as provided herein; or
3. modified as provided herein.

The parties agree that where the Agreement is not terminated as provided for below, the terms of this Agreement shall automatically continue for up to one (1) year in the event a replacement contract has not yet been completely executed. The DIVISION shall pay to the COUNTY the same sum as is due for this Agreement on October 1, 2019, and the parties agree that an increase 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 be paid by the DEPARTMENT to the COUNTY immediately for the services already provided.

J. COOPERATION

The parties, their agents, employees, deputies and members will cooperate in good faith to fulfill the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Director of the DEPARTMENT and the SHERIFF or their designees.

K. MODIFICATION OF AGREEMENT

This Agreement reflects the full and complete understanding of the parties and may be modified or altered only by a formal amendment thereto, in writing, signed by the SHERIFF and the COUNTY.

L. TERMINATION

This Agreement may be terminated by either party without further liability to the other upon providing such other party written notice of the intent to terminate no less than ninety (90) days in advance of the termination date. In the event of termination, the payment provided for in Paragraph G.2. shall be adjusted to an amount equal to services actually rendered up to the date of termination.

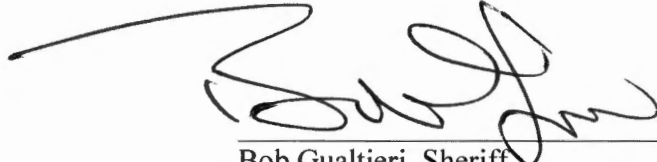
M. MISCELLANEOUS

1. All parties to this Agreement are governmental entities. Nothing contained herein shall be construed to alter, modify or waive the provisions of Florida Statute 768.28 as it may apply to such parties.
2. All of the vehicles, vessels and associated equipment transferred to the SHERIFF or purchased by the SHERIFF during the term of this Agreement shall remain the property of the SHERIFF at the conclusion of this Agreement.
3. The laws of the State of Florida shall govern this Agreement.

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IN WITNESS WHEREOF the parties to this Agreement have caused the same to be executed by their duly authorized representatives this ____ day of _____ 2019.

SHERIFF, PINELLAS COUNTY,
FLORIDA



Bob Gualtieri, Sheriff

ATTEST:
KEN BURKE, CLERK

PINELLAS COUNTY, FLORIDA, By and
through its Board of County Commissioners

Deputy Clerk

Chairperson

APPROVED AS TO FORM:

Brendan Mackessey

County Attorney

