

RESOLUTION NO.: 2021-122

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK, ON BEHALF OF THE CITY, TO ENTER INTO A CONTRACT WITH CERTIFIED LATENT EXAMINERS IN THE COMMUNITY TO PROVIDE LATENT EVALUATION AND COMPARISON SERVICES AS INDEPENDENT CONTRACTORS, FOR TERM BEGINNING OCTOBER 1, 2021 TO SEPTEMBER 30, 2023, IN SUBSTANTIAL CONFORMITY WITH THE FORM AGREEMENT ATTACHED AS EXHIBIT "1" FURTHER AUTHORIZING THE EXPENDITURE OF A COMBINED AMOUNT NOT TO EXCEED A TOTAL OF \$175,000.00 FOR FISCAL YEAR 2022 TO FUND THE LATENT FINGERPRINT EXAMINER PROGRAM, SUBJECT TO APPROPRIATIONS FOR YEAR TWO; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Hialeah Police Department has cases where fingerprints and latent prints are lifted at crime scenes, and need to be evaluated and compared against known standards; and

WHEREAS, it is in the best interest of the City to contract with the most qualified Latent Examiners to perform comparisons and testify and expert witnesses in the applicable jurisdictions, on an as needed when needed basis;

WHEREAS, failure to contract with qualified personnel will impact the Police Department's ability to solve crimes, and disserve the public interest and;

WHEREAS, certified Latent Fingerprint Examiners from other police departments are available as independent contractors to provide these services on a contractual, interim basis.


NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The Mayor and City Clerk, on behalf of the City, are hereby authorized to enter into a contract with certified Latent Fingerprint Examiners in the community, to provide latent fingerprint evaluation and comparison services as independent contractors, in a form acceptable to the City Attorney, for a two-year term commencing October 1, 2021.

Section 2: The Hialeah Police Department is authorized to expend a combined amount not to exceed \$175,000.00 for Fiscal Year 2022 to fund the Latent Fingerprint Examiner Program.

Section 3: This resolution shall become effective upon signature of the Mayor of the City of Hialeah, Florida or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

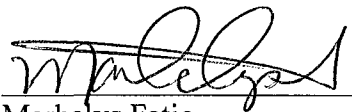
PASSED AND ADOPTED this 14 day of September, 2021.



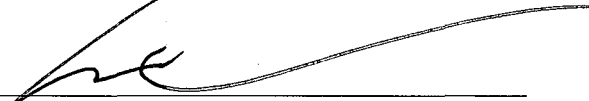
Jesus Tundidor
Council President

Attest:

Approved on this 21 day of September, 2021.

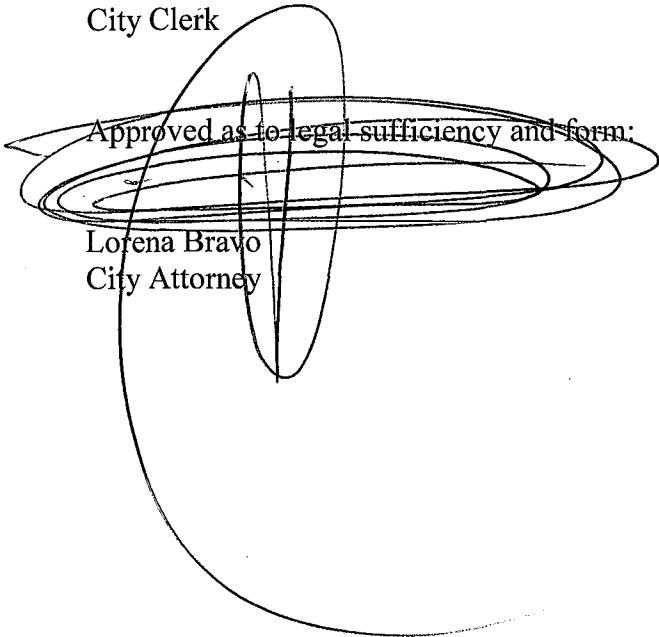


Marbelys Fatjo
City Clerk



Mayor Carlos Hernandez

Resolution was adopted by 7-0 vote with Councilmembers, Cue-Fuente, De la Rosa, Garcia-Roves, Hernandez, Perez, Tundidor, and Zogby voting "Yes".

~~Approved as to legal sufficiency and form:~~

Lorena Bravo
City Attorney



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2021 by and between the City of Hialeah, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and FIRST AND LAST NAME, hereinafter referred to as the "PROVIDER";

RECITAL

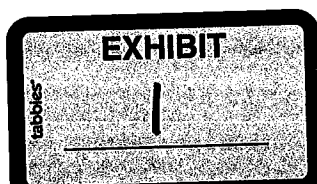
WHEREAS, the CITY and the PROVIDER enter into this Professional Services Agreement with the knowledge and spirit of full cooperation of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

ARTICLE I

SCOPE OF SERVICES

The PROVIDER shall provide the following professional services for the City of Hialeah Police Department, hereinafter referred to as the "DEPARTMENT".

1. The PROVIDER shall examine and evaluate latent fingerprints recovered on an "*as needed*" basis as determined by the DEPARTMENT by personnel of the Crime Scene Investigation Unit. Those latent fingerprints that are found to be of value by the PROVIDER and with the concurrence of the Supervisor of the Criminal Identification Section will be searched against databases maintained or accessible by the DEPARTMENT.
2. The PROVIDER shall search all latent fingerprints evaluated to be of value. A PROVIDER in this classification must be familiar with standard search methods, such as Area Search, Master File Search and Automated Fingerprint Identification System (A.F.I.S.) Search. The PROVIDER must be familiar with A.F.I.S., including but not limited to, minutiae input, pattern evaluation and finger priority.
3. The PROVIDER shall receive and accept supervision and assignments from the Supervisor in charge of the Criminal Identification Section both orally and in writing, and work is reviewed by observation, monitoring of the PROVIDER'S operations, and the review of reports and identifications. The PROVIDER understands and accepts that there is an additional Latent Examiner PROVIDER, under contract with the DEPARTMENT receiving and accepting supervision, assignments, and payment.



4. The PROVIDER shall furnish the DEPARTMENT with completed invoices reflecting the hours worked and signed by the PROVIDER performing the service and Section Supervisor (invoice forms will be provided) within three working days.
5. The PROVIDER, as assigned, will process latent evidence and complete written reports, returning same to the DEPARTMENT in an expeditious and timely manner.
6. The PROVIDER shall be responsible for filing of their own work as it pertains to the DEPARTMENT'S latent and fingerprint files at the DEPARTMENT.
7. The PROVIDER will provide expert testimony on casework as required, including but not limited to court testimony, at State Attorney and/or U.S. Attorney's Office conferences, at depositions, at Internal Conferences with the DEPARTMENT Investigators and Staff or where needed to effectively perform their duties as PROVIDER. The PROVIDER is required to check with the DEPARTMENT'S Court Liaison Section for subpoenas and to provide them with updated contact information and adequate notice of unavailability.
8. The PROVIDER'S function is to perform latent evaluation and comparison. The Provider may be required to perform other related work as needed.

ARTICLE II

COMPENSATION

1. The DEPARTMENT shall pay the PROVIDER, as maximum compensation for the combined services performed pursuant to Article I hereof, no more than a combined amount not exceeding \$175,000.00 per fiscal year calculated at the rate of \$50.00 per hour from October 1, 2021 thru September 30, 2023. The individual PROVIDER furnishing the service shall be the vendor actually compensated by the DEPARTMENT. Payment shall be made within thirty (30) days after receipt of an invoice for the number of hours worked. The DEPARTMENT shall have the right to review and audit the time records and related records of the PROVIDER pertaining to any such billings, and the PROVIDER agrees to produce any and all such records upon request by the DEPARTMENT.
2. Court time will be compensated at the rate of \$50.00 per hour. In the event services exceed 40 hours per week (excluding court time) the PROVIDER will be compensated at a non-court overtime rate of \$67.50 per hours and a court overtime rate. The PROVIDER will clock in for Court at the Miami-Dade Police Department Court Liaison Bureau, upon arrival and departure and submit their Court slips to the DEPARTMENT within three business days.
3. A Parking permit will be provided for work performed at the DEPARTMENT.
4. Hours of work will be flexible.

ARTICLE III

TERMS

1. The term of the agreement is two (2) years commencing October 1, 2021 upon the execution by the City of Hialeah's Mayor.

RENEWAL

2. Upon mutual agreement of the parties, the terms and conditions provided in this AGREEMENT may be renewed for one (1) additional year. If the parties desire to renegotiate the AGREEMENT instead of extending it, the renegotiated AGREEMENT shall require approval by the City Council and execution by the Mayor of the City of Hialeah.

ARTICLE IV

TERMINATION

The CITY retains the right, upon 5 business days written notice, to terminate this AGREEMENT, to either or both PROVIDER, at any time prior to the completion of the services required pursuant to the AGREEMENT without penalty to the CITY. In that event, notice of termination of the AGREEMENT shall be in writing to the PROVIDER with whom the CITY seeks to terminate. That PROVIDER shall be paid for those services performed prior to the date of this receipt of the notice of termination.

It is hereby understood by and between the CITY and the PROVIDER that any payment made in accordance with this Section to the PROVIDER shall be made only if the PROVIDER is not in default under the terms of the AGREEMENT. If the PROVIDER is in default, the CITY shall in no way be obligated and shall not pay to the PROVIDER any sum whatsoever.

Should either PROVIDER not be able to provide the services in Article I, the PROVIDER shall give the DEPARTMENT at least twelve (12) business days written notification of cancellation and will be liable for any cost(s) incurred by the DEPARTMENT, or the CITY.

ARTICLE V

INDEPENDENT CONTRACTOR

Each PROVIDER and its employees and agents shall be deemed to be independent contractors, not agents or employees of the CITY, and shall not attain any rights or benefits under the C.B.A.'s or Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees.

ARTICLE VI

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Both parties shall comply with all applicable laws, ordinances and codes of Federal, State and Local Governments. The PROVIDER agrees that he shall not discriminate as to race, sex, age, color, religion, national origin, disability or marital status in connection with its performance under the AGREEMENT.

ARTICLE VII

MONITORING

The PROVIDER agrees to permit the CITY and the DEPARTMENT and authorized agents to monitor, according to applicable regulations, the services that are the subject of the AGREEMENT.

ARTICLE VIII

OWNERSHIP OF DOCUMENTATION

All documents developed by the PROVIDER under the AGREEMENT shall be delivered to the CITY by the PROVIDER upon completion of the services required pursuant to the AGREEMENT and shall become the property of the CITY, without restriction or limitation on its use. The PROVIDER agrees that all documents maintained and generated pursuant to this contractual relationship between the CITY and the PROVIDER shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

It is further understood by and between the parties that any information, writings, latent lifts cards, standard fingerprint cards, AF.LS. printouts, fingerprint charts, contract documents, reports or any other matter whatsoever that is given by the CITY to the PROVIDER pursuant to the AGREEMENT shall, at all times, remain the property of the CITY and the DEPARTMENT and shall not be used by the PROVIDER for any other purposes whatsoever without the written consent of the CITY or the DEPARTMENT.

ARTICLE IX

The PROVIDER shall:

- 1) possess an Associate Degree in Criminal Justice or Criminology or a Certificate from the American Institute of Applied Science;
- 2) Work or training in latent techniques, fingerprint analysis, classification and identification;
- 3) Possess a minimum of two (2) years of paid progressively responsible experience;
- 4) Be a Court acknowledged expert witness as a Latent Examiner;
- 5) Have one (1) year experience in testifying in Court proceedings as a Latent Examiner; and

- 6) Have a valid State of Florida Drivers License.

ARTICLE X

AWARD OF AGREEMENT

The PROVIDER warrants that he has neither employed or retained any person by the CITY to solicit or secure the AGREEMENT and he has neither offered to pay, paid or agreed to pay any person employed by the CITY any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from award of this AGREEMENT.

ARTICLE XI

CONTINGENCY CLAUSE

Funding for the AGREEMENT is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds or authorization, reduction of funds and/or change in regulations.

ARTICLE XII

DEFAULT PROVISION

In the event that the PROVIDER fails to comply with each and every term and condition of the AGREEMENT or fail to perform any of the terms and conditions contained herein, then the CITY, at its sole option, upon written notice to the PROVIDER exercise its option to cancel and terminate the AGREEMENT and all payments, advances or other compensation paid to the PROVIDER in default of the provisions herein contained shall be forthwith returned to the CITY.

ARTICLE XIII

ENTIRE AGREEMENT

This instrument and its attachments, if any, constitute the sole and only AGREEMENT of the parties hereto and correctly sets forth the rights, duties and obligations of each to the other as of its date. Any prior AGREEMENTS, promises negotiations or representations not expressly set forth in this AGREEMENT are of no force or effect.

ARTICLE XIV

NON-DELEGABILITY

The obligations undertaken by the PROVIDER pursuant to this AGREEMENT shall not be delegated or assigned to any other person or firm unless the CITY shall first consent in writing to the performance or assignment of such services or any part thereof by another person or firm.

ARTICLE XV

AUDIT RIGHTS

The CITY reserves the right to audit the records of the PROVIDER related to this AGREEMENT at any time during its performance and for a period of three years after final payment is made under this AGREEMENT.

ARTICLE XVI

SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding upon the parties herein, their heirs, executors, legal representatives, successors, and assigns.

ARTICLE XVII

CONFLICT OF INTEREST

1. The PROVIDER covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this AGREEMENT has any personal financial interests, direct or indirect, with the CITY. The PROVIDER further covenants that, in the performance of this AGREEMENT no person having such conflicting interest shall be employed. Any such interest on the part of the PROVIDER or its employees must be disclosed in writing to the CITY.
2. The PROVIDER shall not accept nor work on any unauthorized latent work or other casework at the DEPARTMENT or in their respective DEPARTMENTS. The DEPARTMENT'S computers and fingerprint records shall not be used for any purpose other than the DEPARTMENT'S criminal and internal investigations. No outside sources, persons or firms will access police records while working for the DEPARTMENT'S criminal and internal investigations. No outside sources, persons or firms will access police records. While working for the DEPARTMENT on casework and latent work no private work will be permitted at the DEPARTMENT or using the DEPARTMENT'S computers or fingerprint and/or latent records.
3. It is the PROVIDER'S responsibility to obtain any necessary authorization from any of their other employers, relative to outside employment.

ARTICLE XVIII

CONFIDENTIALITY

The PROVIDER shall not divulge any information obtained during the term of this AGREEMENT relating to any court proceeding, criminal or internal investigations unless otherwise directed by the Section Supervisor, Chief of Police, and/or his designee.

ARTICLE XIX

AMENDMENTS

No amendments to this AGREEMENT shall be binding on either party unless in writing and signed by both parties.

ARTICLE XX

NOTICE

GENERAL CONDITIONS

1. General conditions or other communications that shall or may be given pursuant to the AGREEMENT shall be in writing and shall be delivered by personal service or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City of Hialeah Police Department
Attention: Chief of Police
5555 East 8th Avenue
Hialeah, FL 33013

FIRST AND LAST NAME
Court Qualified Latent Examiner

2. In case of conflict between the terms of this AGREEMENT and any terms or conditions contained in any attached documents, the terms in this AGREEMENT shall rule.
3. Should any provisions, paragraphs, sentences, words or phrases contained in the AGREEMENT be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the CITY, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws or if not modifiable to conform with such laws, then same shall be deemed severable and in either event, the remaining terms and provisions of the AGREEMENT shall remain unmodified and in full force and effect.

ARTICLE XXI

INDEMNIFICATION

The PROVIDER shall indemnify and hold the CITY and the DEPARTMENT harmless from and against any and all claims, liabilities, losses, and causes of action, that may arise out of the PROVIDER'S activities under this AGREEMENT, including all other acts or omissions to act of the PROVIDER, including any person acting for or on behalf, and, from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims, or in the investigation thereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the persons thereto legally authorized, this the day and year first above written.

ATTEST:

COURT QUALIFIED LATENT
FINGERPRINT EXAMINER

Witness

By: _____

Date

Provider

ATTEST:

CITY OF HIALEAH

Marbelys Fatjo
City Clerk

By: : _____

Mayor Carlos Hernandez Date

Approved as to legal form and sufficiency:

Lorena Bravo
City Attorney