

## INTERLOCAL AGREEMENT

This Interlocal Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the Community Redevelopment Agency of the City of Clearwater, Florida (CRA), a redevelopment agency established pursuant to law, and the City of Clearwater (CITY), a municipal corporation of the State of Florida.

WHEREAS, this Agreement is made and entered between the parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, Section 163.361(1) of the Florida Statutes allows for the use of Tax Increment Funding (TIF) funds for community policing innovations in Community Redevelopment Areas; and

WHEREAS, the CRA has established the new East Gateway Five-Year Action Program for fiscal years 2012-2017, which includes the element to "continue to provide a more visible community policing presence within the East Gateway neighborhood"; and

WHEREAS, the CRA has ascertained that the East Gateway District continues to experience a critical need for an enhanced community policing presence in order to specifically reduce drug dealing, prostitution and street crimes in the target area, and address quality of life issues; and

WHEREAS, the CRA and the CITY entered into an Interlocal Agreement during the Fiscal Year 2008/2009 in order to provide for the CRA's financial contribution to an *additional* community policing presence by the CITY in the East Gateway area above and beyond the current activity levels; and

WHEREAS, the CRA has funded two police officers for Fiscal Years 2012-13 and 2013-14 and wants to continue the use of TIF funds to fund the program; and

WHEREAS, the CRA and the CITY want to enter into another Interlocal Agreement during the Fiscal Year 2014/2015, outlining the scope of services and responsibilities of the parties.

NOW THEREFORE, in consideration of the covenants made by each party to the other and of the mutual advantages to be realized by the parties hereto, the CRA and the CITY agree as follows:

Section 1. Term. The term of this Interlocal Agreement will be October 1, 2014 through September 30, 2015.

Section 2. Intent. It is the intent of the parties that the TIF funds paid to the CITY by the CRA pursuant to Section 163.361(1), Florida Statutes, be used to provide a more visible community policing presence within the East Gateway neighborhood.

Section 3. Responsibilities of the CRA

Function:

Provide TIF funding in the total amount of \$168,788.10 for the contract year, said funds to be utilized by the Clearwater Police Department (CPD) to provide the additional community policing presence, to be allocated in the following manner:

- A. \$165,328.12 to pay for the salaries, and benefits for two (2) police officers for the contract year. Exhibit "A," Position Enhancement Fact Sheet, attached hereto and incorporated by reference, contains detailed specifications on salary and benefits.
- B. \$3,459.98 the estimated fuel cost for the contract year for a police vehicle used by the two (2) police officers within the East Gateway CRA District.

Section 4. Responsibilities of the CITY

Scope of Duties. The services that the CITY will provide will be carried out by the CPD. These services are:

A) Implementation of a Law Enforcement Strategy in the East Gateway area as follows:

Goal 1: Reduce drug dealing, prostitution, and street crimes.

Objective 1: Eliminate drug dealing and criminal activity conducted by career criminals in the targeted area.

Tasks:

- a) Identify the drug dealers and gang members in the area;
- b) Gather intelligence information through proactive law enforcement techniques, utilizing undercover techniques, and surveillance equipment; and
- c) Develop confidential informants to assist in furthering criminal investigations and prosecution of repeat criminal offenders.

Outcome Measures:

- a) Develop four (4) confidential informants in the target area;
- b) File criminal charges against 100% of identified drug dealers in the target area; and
- c) Complete FIR's/Reports on 100% of suspected gang members in the target area;

Objective 2: Reduce incidence of prostitution and solicitations by "Johns" in the target area.

Tasks:

- a) Conduct reverse prostitution operations in the East Gateway District utilizing police officers as decoys;
- b) Utilize directed patrol to discourage prostitutes and "Johns" from frequenting the area; and
- c) Seek prosecution enhancements for repeat offenders that commit prostitution and solicitation offenses when applicable.

Outcome measures:

- a) Conduct minimum of six (6) prostitution reverse operations annually in the East Gateway District; and
- b) 10% reduction in citizen generated calls related to prostitution and solicitation from the previous fiscal year.

Goal 2: Address homeless issues in the East Gateway District.

Objective 1: Participate in the city's homeless initiative.

Tasks:

- a) Utilize directed patrol in areas known to be frequented by homeless individuals;
- b) Enforce statutes and ordinances against public drinking, public urination, loitering or prowling, etc.;
- c) Utilize and expand the "no trespass" affidavit program when authorized to address public safety interests in the target area; and
- d) Participate in activities/programs related to homelessness, as appropriate.

Outcome measures:

- a) 100% of reported or observed violations of criminal law or ordinances will result in arrest, report, citation, warning, or referral to the appropriate social services agency;
- b) 100% of observed or reported trespass violations will result in trespass warnings, or arrest when authorized by Florida State Statute within the East Gateway District; and
- c) 10% reduction in citizen generated calls related to offenses associated with homelessness from the previous fiscal year 2013/2014.

Goal 3: Improve safety and security of residents and businesses in the East Gateway by implementing strategies identified in the East Gateway Five-Year Action Program.

Objective 1: Enhance code enforcement activities.

Tasks:

- a) Coordinate with the CRA and the City's Code Compliance Department to enhance code enforcement in the target area relative to properties that are in disrepair and negatively impact the quality of life in the East Gateway; and
- b) Identify negative environmental factors to discourage criminal behavior.

Outcome Measures:

- a) Conduct regular inspections of properties that are in disrepair and negatively impact the quality of life in the East Gateway, on a schedule as agreed upon the CRA, Code Enforcement Inspector, and CPD; and
- b) Identify and report to the CRA negative environmental factors (need for improved street lighting, vacant buildings, etc).

B) In order to carry out the Law Enforcement Strategy above, the CPD will provide the following:

- 1. Two (2) fully-equipped police officers to provide law enforcement services to the target area defined as the East Gateway for a minimum of 40 hours per week.
- 2. Specific duties, activities, and responsibilities:
  - a) The officers will be assigned to a Community Policing Team with geographical responsibility for the East Gateway District and the Downtown area only;

- b) The Team assignment will always ensure coverage by two (2) officers;
  - c) Schedules of the officers will vary based on the determination of the CRA and CPD management to best serve the residents and business owners in the East Gateway area. CRA shall be notified of significant changes of officers' schedules or assignments;
  - d) Officers will patrol by either vehicles or bicycles;
  - e) A report of police activities and statistical information will be provided to the CRA on a monthly and yearly basis; and
  - f) The officers selected will be experienced, current members of the CPD.
3. An existing, fully-equipped Police Car.
- C) All CRA funds pursuant to this agreement will be kept in the CPD's departmental account.
  - D) No charges to the CRA account will be made for activities or hours worked by the two (2) officers outside the CRA area or for equipment used outside the CRA area.
  - E) Other administrative duties as mutually agreed.

Section 5. Notice. Sixty (60) days notice by either party to the other pursuant to the Interlocal Agreement shall be given in writing and hand-delivered or mailed as follows:

Clearwater Community Redevelopment Agency  
 Attn: Rod Irwin, Executive Director  
 112 South Osceola Avenue  
 Clearwater, Florida 33756  
 Telephone: (727) 562-4058

City of Clearwater  
 Attn: William B. Horne II, City Manager  
 112 South Osceola Avenue  
 Clearwater, Florida 33756  
 Telephone: (727) 562-4046

Section 6. Entire Agreement. This document embodies the whole Agreement of the parties. There are no promises, terms, conditions or allegations other than those contained herein. This Agreement shall be binding on the parties, their successors, assigns and legal representatives.

Section 7. Indemnification. The CRA and the CITY agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages resulting from said negligence only to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to nor shall it be construed as a waiver of any immunity from or limitation from liability that the CRA and the CITY are entitled to under the doctrine of sovereign immunity (Section 768.28, Florida Statutes). Nothing herein shall be construed as consent by the CRA or the CITY to be sued by third parties in any manner arising out of this Agreement.

Section 8. Maintenance of Effort. The expenditures authorized by this Agreement are solely and exclusively to increase community policing activity and resources. The City agrees that no diminishment of existing police efforts in the East Gateway will occur as a result of this agreement.

Section 9. Filing Effective Date. As required by Section 163.01(11), Florida Statutes, the Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Pinellas County after execution by the parties, and shall take effect upon the date of filing.

IN WITNESS WHEREOF, the parties hereto, or their law representatives, have executed this agreement as the date first above written.

**COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF CLEARWATER, FLORIDA**

By: \_\_\_\_\_  
George N. Cretekos, Chairperson

Approved as to form:

Attest:

\_\_\_\_\_  
Pamela K. Akin  
City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk

Countersigned:

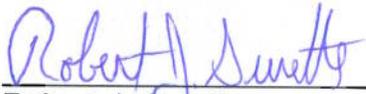
**CITY OF CLEARWATER, FLORIDA**

\_\_\_\_\_  
George N. Cretekos  
Mayor

By: \_\_\_\_\_  
William B. Horne II  
City Manager

Approved as to form:

Attest:

  
\_\_\_\_\_  
Robert J. Surette  
City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk

**EXHIBIT "A"**  
**Position Enhancement Fact Sheet**

**Police Department - CRA Funded Officers**  
**For FY 2014/15**

	<b>1 Officer Step 6</b>	<b>2 Officers Step 6</b>
Base Salary	58,211.14	116,422.28
Pension (24.69%)	14,372.33	28,744.66
Social Security (1.45%)	844.06	1,688.12
Major Medical (employee only)	7,723.20	15,446.40
Life Insurance	10.00	20.00
Workers Compensation	1,503.33	3,006.66
	<u>82,664.06</u>	<u>165,328.12</u>
Fuel		3,459.98
<b>TOTAL</b>		<b><u>168,788.10</u></b>