

INTERLOCAL AGREEMENT

This Interlocal Agreement is made and entered into this _____ day of _____, 2020 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 163.387(6)(c)(8) 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 ascertained that the Downtown Gateway District, Prospect Lake District, and Downtown Core District, continue 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 first 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 Downtown Gateway area above and beyond the current activity levels; and

WHEREAS, the CRA has funded two police officers for Fiscal Years 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017 2017-2018, 2018-2019 and 2019-2020 and wants to continue the use of TIF funds to fund the program; and

WHEREAS, the CRA and the CITY recognize that police officers encounter persons with a wide variety of social, mental and physical health needs and require additional support to connect people with options other than jail, emergency rooms or shelters; and

WHEREAS, the CRA and the CITY want to enter into another Interlocal Agreement during the Fiscal Year 2020-2021, 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, 2020 through September 30, 2021.

Section 2. Intent. It is the intent of the parties that the TIF funds paid to the CITY by the CRA pursuant to Section 163.387(6)(c)(8), Florida Statutes, be used to provide a more visible community policing presence within the Community Redevelopment Area which includes the Downtown Gateway District, Town Lake District, and Downtown Core District

Section 3. Responsibilities of the CRA
Function:

Provide TIF funding in the total amount of \$250,268.12 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. \$206,500 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. \$3,768.12 the estimated fuel cost for the contract year for a police vehicle used by the two (2) police officers within the Community Redevelopment Area.
- C. \$40,000 to pay for a community policing co-responder program. The co-responder program will assist police officers with connecting persons encountered in the CRA with services needed to address homelessness, mental health, drug addiction, and physical support services.

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 Community Redevelopment Area as follows:

Goal 1: Reduce the sale of illegal narcotics and reduce the prevalence of prostitution.

Objective 1: Eliminate sales and distribution of illegal narcotics.

Tasks:

- a) Identify street level dealers which may be engaging in sales of illegal narcotics;
- b) Gather intelligence information through proactive law enforcement techniques, utilizing undercover techniques and surveillance equipment; and
- c) Conduct regular plainclothes operations to determine if illegal narcotics are being offered for sale in the Community Redevelopment Area.

Outcome Measures:

- a) Conduct a minimum of six (6) operations to determine if individuals in the Community Redevelopment Area are selling illegal narcotics.
- b) File criminal charges against anyone where probable cause is established that they are selling illegal narcotics.
- c) If any retail establishments are found to be engaging in the sales of illegal narcotics, the Florida Division of Alcoholic Beverages and Tobacco will be notified so that administrative action may be taken against those establishments which hold licenses to sell alcoholic beverages.

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

Tasks:

- a) Conduct prostitution operations in the Community Redevelopment Area utilizing police officers as decoys;
- b) Utilize directed patrols 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 operations annually in the Community Redevelopment Area.
- b) File criminal charges against anyone where probable cause is established that they are either engaging in or soliciting prostitution.

Goal 2: Address homeless issues in the Community Redevelopment Area.

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

Tasks:

- a) Utilize directed patrol in areas known to be frequented by homeless individuals for the purpose of locating homeless encampments and identifying homeless persons new to the area or not known to the CRA officers;
- b) Enforce statutes and ordinances against public drinking, public urination, loitering or prowling, etc.;
- c) Utilize 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 measure:

- 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 Community Redevelopment Area;
- c) CRA officers will complete Field Interview Reports (FIRs) in the appropriate circumstances.

Goal 3: Improve safety and security of residents and businesses in the Community Redevelopment Area.

Objective 1: Enhance code enforcement activities and identify properties meeting the criteria for referral to the Nuisance Abatement Board.

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 those properties meeting the criteria for referral to the Nuisance Abatement Board to discourage criminal behavior at those locations.

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 lightning, vacant buildings, neglected properties, etc.)
- c) Identify and refer all properties determined to meet the criteria for referral to the Nuisance Abatement Board and provide the necessary documentation to support that referral.

Objective 2: Enhance the relationship between the residential neighborhoods and the police department and increase the perception of safety through enhanced community policing efforts.

Tasks:

- a) Conduct regular park, walk and talk (PWT) activities in the Community Redevelopment Area; and
- b) Make citizen contacts during PWT activities for the purpose of community relations and information gathering.
- c) Design and implement a co-responder program that provides a community advocate for those in the CRA who police officers come into contact with who need assistance connecting with available services to address homelessness, mental health, drug addiction, and other physical support services.

Outcome Measures:

- a) CRA officers will conduct a minimum of four (4) PWT activities in the Community Redevelopment Area per week.
- b) CRA officers will document the outcome of the PWT activities in the TriTech clearance notes for that PWT.

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 Community Redevelopment 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 Community Redevelopment Area. CRA shall be notified of significant changes of officers' schedules or assignments;
 - d) Officers will patrol by either vehicles, foot, 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.
- a) All CRA funds pursuant to this agreement will be kept in the CPD's departmental account.
 - b) No charges to the CRA account will be made for activities or hours worked by the two (2) officers outside the Community Redevelopment Area or for equipment used outside the Community Redevelopment Area.
 - c) 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: Amanda Thompson, CRA Director
PO BOX 4748
Clearwater, Florida 33756
Telephone: (727) 562-4072

City of Clearwater
Attn: William B. Horne II, City Manager
PO BOX 4748
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: _____
Frank V. Hibbard, Chairperson

Approved as to form:

Attest:

Michael Fuino
CRA Attorney

Rosemarie Call
City Clerk

Countersigned:

CITY OF CLEARWATER, FLORIDA

Frank V. Hibbard
Mayor

By: _____
William B. Horne II
City Manager

Approved as to form:

Attest:

Matt Smith
Assistant City Attorney

Rosemarie Call
City Clerk