

AGREEMENT
between
THE CITY OF COCONUT CREEK
And
CENTER FOR PUBLIC SAFETY MANAGEMENT, LLC
for
COMPREHENSIVE ANALYSIS OF POLICE SERVICES
RFP NO. 05-10-17-10

THIS AGREEMENT is made and entered into this _____ day of _____, 2017 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "CITY") and Center for Public Safety Management, LLC (CPSM) the exclusive provider of public safety technical assistance for the International City/County Management Association, a Domestic Limited Liability Company, organized under the laws of the District of Columbia Company with offices located at 475 K Street, NW, Suite 702, Washington, D.C. 20001 (the "CONSULTANT") to provide Comprehensive Analysis of Police Services pursuant to RFP No. 05-10-17-10.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the CITY and CONSULTANT agree as follows:

1) The Contract Documents

The Contract documents consist of this Agreement, conditions of the Contract of RFP No. 05-10-17-10, all addenda issued prior to, and all modifications issued after execution of this Agreement. These Contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

2) The Work

The CONSULTANT shall perform all work for the CITY required by the Contract documents and as set forth below:

- a) The services to be rendered by Center for Public Safety Management, LLC under this Contract are set forth in Exhibit "A" - Proposal attached hereto.
- b) CONSULTANT shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- c) CONSULTANT shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the CONSULTANT, its employees, agents or subconsultants, if any, with respect to the work and services described herein.

3) Contract Price

The Agreement shall be performed in current funds pursuant to RFP No. 05-10-17-10 for the Contract price of FIFTY-EIGHT THOUSAND ONE HUNDRED Dollars and ZERO cents (\$58,100.00) which includes all travel expenses and a presentation of the final project report by the CONSULTANT to the City Commission at a public meeting to be determined at a later date.

4) Payments

Payments are to be made in three installments. Forty (40) percent upon execution of the contract, forty (40) percent upon delivery of draft data report, and twenty (20) percent upon delivery of draft final report.

Payments by Electronic Funds Transfer (EFT) (preferred method) shall be sent to:

Routing No.: 052000113

Account No.: 9856252680

Payments by check to the CONSULTANT shall be sent to:

CPSM

P.O. Box 871

Amherst, NY 14226

5) Schedule

The schedule for services to be rendered by CONSULTANT is set forth in Exhibit "A" - Proposal attached hereto. The project and final deliverables shall be completed per the schedule in Exhibit "A" – Proposal, which is approximately one hundred thirty-five (135) days after this Agreement is fully executed, subject to a mutually agreeable extension if necessary. The delivery of an "Operations" and "Data Analysis" draft report shall indicate conclusion of the work anticipated in the proposal. Following delivery of the draft reports, the CITY shall have thirty (30) days to submit any changes it finds prudent or necessary. Sixty (60) days from the delivery of the draft reports, the final report shall be produced and transmitted electronically. Both of these time periods shall be in addition to the time period for conducting the analysis and will not require extensions of the Contract.

6) Security Clearance

All employees of the CONSULTANT who will be present for the on-site visit to the Police Department will be required to pass a security clearance which may include a background check and fingerprinting.

6) Independent Consultant

CONSULTANT is an independent CONSULTANT under this Agreement. Personal services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CONSULTANT.

7) Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the CONSULTANT without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the CONSULTANT.

8) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

CONSULTANT

Leonard A. Matarese, Managing Partner
Center for Public Safety Management, LLC
475 K Street NW # 702
Washington, DC 20001
Phone: 716-969-1360
Fax: 202-706-6070
Email: lmatarese@cpsm.us
Web Address: www.cpsm.us

9) Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

10) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the 17th Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

11) Signatory Authority

The CONSULTANT shall provide the CITY with copies of requisite documentation evidencing that the signatory for CONSULTANT has the authority to enter into this Agreement.

12) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

13) Merger; Amendment

This Agreement constitutes the entire Agreement between the CONSULTANT and the CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CITY.

14) Disclosure and Ownership of Documents

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by law. All drawings, maps, sketches, programs, database, reports and other data developed, or purchased, under this Contract for or at the CITY's expense shall

be and remain the CITY property and may be reproduced and reused at the discretion of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Center for Public Safety Management, LLC, signing by and through Leonard Matarese, Managing Partner (President, Owner, CEO, etc.) duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Mary C. Blasi, City Manager Date

Leslie Wallace May Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney Date

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CONSULTANT

ATTEST:

Center for Public Safety Management, LLC

(Corporate Secretary)

Signature of President/Owner

Date

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

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CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA:

:SS

COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of _____ a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 2017.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

PROJECT SCHEDULE – COCONUT CREEK POLICE STUDY

Milestone 1 – Full execution of the agreement

Agreement will identify Project Launch date.

Milestone 2 – Project Launch

We will conduct an interactive telephone conference with local government contacts. Our project leads will launch the project by clarifying and confirming expectations, detailing study parameters, and commencing information gathering.

Milestone 3a – Information Gathering and Data Extraction – 30 Days

Immediately following project launch, the police operations lead will deliver an information request to the department. This is an extensive request which provides us with a detailed understanding of the department's operations. This request includes approximately ninety (90) reports. The reports include but are not limited to the list in Attachment "A". Our experience is that it typically takes an agency several weeks to accumulate and digitize the information. We will provide instructions concerning uploading materials to our website. When necessary, the lead will hold a telephone conference to discuss items contained in the request. The team lead will review this material prior to an on-site visit.

Milestone 3b – Data Extraction and Analysis – 14 Days

Also, immediately following the project launch the Data Lead will submit a preliminary data request, which will evaluate the quality of the Computer Aided Dispatch (CAD) system data. This will be followed by a comprehensive request for data from the CAD system to conduct the response and workload analysis. This request requires a concerted effort and focused response from your department to ensure the timely production of required for analysis. Delays in this process will likely extend the entire project and impact the delivery of final report. The data team will extract one year's worth of Calls for Service (CFS) from the CAD system. Once the Data Team is confident the data are accurate, they will certify that they have all the data necessary to complete the analysis.

Milestone 3c – Data Certification – 14 days

Milestone 4a – Data Analysis and Delivery of Draft Data Report – 30 days

Within thirty days of data certification, the analysis will be completed and a draft, unedited data report will be delivered to each of the departments for their review and comment. After the data draft report is delivered, an on-site visit by the operations team will be scheduled.

Milestone 4b – Departmental Review of Draft Data Report – 14 days

The department will have 10 days to review and comment on the draft unedited data analysis. During this time, our Data team will be available to discuss the draft report. The Department must specify all concerns with the draft report at one time.

Milestone 4c – Final Data Report – 10 days

After receipt of the department's comments, the data report will be finalized within 10 days.

Milestone 5 – Conduct On-Site Visit – 30 days

Subject matter experts will perform an on-site visit within 30 days of the delivery of the draft data report.

Milestone 6 – Draft Operations Report – 30 days

Within 30 days of the last on-site visit, the operations team will provide a draft operations report to each department. Again, the departments will have 10 days to review and comment.

Milestone 7 – Final Report 15 days

Once the Department's comments and concerns are received by CPSM the combined final report will be delivered to the city within 15 days.

MANY OF THE ABOVE MILESTONES WILL BE WORKED CONCURRENTLY RESULTING IN A TOTAL ELAPSED TIME OF 105 – 135 DAYS



**International City/County Management Association (ICMA)
Center for Public Safety Management Police Department Study**

Document Request List

Agency: Coconut Creek Police Department, Florida
CPSM CONTACT: Dr. Carol E. Rasor-Cordero
email: carol.rasor-cordero@cpsm.us
Telephone: 727-249-5169

As indicated in the Proposal for Comprehensive Analysis of Law Enforcement Services for the Coconut Police Department, ICMA / CPSM will be conducting a review of your agency. To make the process as easy as possible for the Coconut Creek Police Department, we are providing you with this Document Request List. We would like to review these documents in advance of our on-site visit. This will enable our staff members conducting the on-site visit to have a working knowledge of your Department's operations and administrative issues in advance of the on-site visit.

Any questions regarding the requested items can be directed to Dr. Carol Rasor-Cordero, CPSM contact person. We look forward to working with your agency on this very important project.

Please label the files with the appropriate titles and number of the listed item. Itemization of the Document Request is as follows:

Department Staffing Related Documents:

1. Organizational Chart.
2. Total number of sworn and civilian members assigned to the department to include: the ACTUAL (at the time of the request) and the BUDGETED number of personnel by rank/title and the units to which these individuals are assigned. Also include demographics for all sworn positions by rank and civilian positions.
3. Officer/Supervisor assignments by Unit (patrol, traffic, community policing, K-9, school, investigations, narcotics, vice, forensics, intelligence, training, records, property, personnel, etc.). Include the supervisor's name who should be

interviewed for each unit.

4. Working schedule for each unit in the department (patrol, detectives, traffic, etc.).
5. Response area map illustrating jurisdiction, sectors, etc.

Department Administrative Documents:

6. Department's General Orders, Standard Operating Procedures, and Written Directives.
7. 2015, 2016 & 2017 (YTD) Police Budget (including funds allotted for overtime). Also include the amount of overtime used for each unit for 2015, 2016 and 2017 (YTD).
8. 2015, 2016 & 2017 City Budget.
9. Department's Annual Report for 2015 & 2016.
10. Community Demographics Statistics (population, racial composition, age, gender, education level, income level, marital status, religion, birth rate, death rate, most recent census data, etc.).
11. Department Mission Statement
12. Department's Strategic Plan
13. Mutual Aid Agreements and Inter-local Agreements for services such as collaborative SWAT or dispatch.
14. List of Local, State or Federal Task Forces the Department participates in and the amount of forfeiture funds received in 2015, 2016 and 2017 (YTD).
15. Grant monetary award summary for 2015, 2016 and 2017 (YTD).
16. Labor contracts governing employee groups and labor representative contact information.
17. Grievances filed by employees with dispositions for 2015, 2016 and 2017 (YTD).
18. Workers compensation report to include amount of time lost each year and cost of time lost for 2015, 2016 and 2017 (YTD).

19. Sick leave report with average sick time used per year by all employees and also sworn as a separate category for 2015, 2016 & 2017 (YTD).
20. Vehicle Fleet information – number of vehicles in service, year of vehicles, maintenance procedures and agreements, policies related to on-duty and off-duty use, maintenance costs for 2015, 2016 and 2017 (YTD).

General Crime-related Documents:

21. UCR Part I crime data for the past 3 years. For this request please submit summary data broken down by crime category by year.
22. Arrests for UCR Part I crimes for the last 3 years.
23. Clearance rates for entire Department by type of crime for the last 3 years.
24. Sample log or activity reports for capturing department's workload/statistics for each unit.

Crime Analysis Unit:

25. Number of analysts – sworn and civilian.
26. Technology software used by unit.
27. Summary of the duties and capabilities of the unit.
28. Reports generated by crime analysis staff for 2015, 2016 & 2017 (YTD).
29. Number of requests made to crime analysis unit for statistics by department members in 2015, 2016 and 2017 (YTD).
30. Comp Stat related duties and reports for 2015, 2016 & 2017 (YTD), if applicable.

Criminal Investigation Division/Special Investigation Units:

31. Description of duties of each Division/Unit.
32. Description of Records Management System used by detectives.
33. Description of case assignment process used by supervisors to assign cases.
34. Number of cases assigned to each investigator/detective for 2015, 2016 and 2017 (YTD) broken down by type of crime.

35. Clearance rates for each detective broken down by type of crime for 2015, 2016 and 2017 (YTD).
36. Number of cases referred to the Victim Advocate in 2015, 2016 and 2017 (YTD), if applicable.
37. Statistics related to gang identification, crimes and arrests for 2015, 2016 and 2017 (YTD).
38. Number of investigators/detectives assigned to Federal, State or Local Task Forces.

Crime Scene Units:

39. Number of Personnel assigned to crime scene/forensic/lab duties.
40. Number of cases handled for 2015, 2016 and 2017 (YTD).
41. Description of duties.

Traffic:

42. MVA top 10 intersections and top 3 causes for 2015, 2016 and 2017 (YTD).
43. Summary data on tickets/citations issued by category for 2015, 2016 and 2017 (YTD).
44. Motor vehicle accidents for 2015, 2016, 2017 (YTD) and include: injury, fatalities, private property and DUI by day of week and hour of day.

Training Unit:

45. 2015, 2016 and 2017 (YTD) training budgets.
46. Listing of training courses offered in-house with course descriptions and number of hours for 2015, 2016 and 2017 (YTD).
47. Training courses offered out-sourced with course descriptions and number of hours for 2015, 2016 and 2017 (YTD).
48. State of Florida training requirements for mandatory retraining. Listing of mandatory courses, frequency and number of hours.
49. Agency training requirements for high liability areas.

50. Number of training hours each sworn member received in 2015, 2016 and 2017 (YTD).

51. Instructor requirements and number of in-house instructors.

52. Community policing courses and number of training hours for sworn personnel in 2015, 2016 and 2017 (YTD).

53. Random sample of 3 lesson plans and attendance records.

Academy Training:

54. Location of facility.

55. Number of required training hours for certification.

56. Number of recruits sent to academy in 2015, 2016, 2017 (YTD) and number successfully graduating from academy.

Field Training:

57. Field Training Manual.

58. Evaluation Documentation.

59. Number of recruits who successfully and unsuccessfully completed the field training program in 2015, 2016 and 2017 (YTD).

60. Number of field training officers in 2015, 2016 and 2017 (YTD).

61. Requirements for field training officers.

Internal Affairs:

62. Documentation explaining Citizen Complaint Process.

63. Complaint statistics with dispositions for 2015, 2016 and 2017 (YTD).

64. Documentation explaining Discipline Process.

65. Use of force reports for 2015, 2016 and 2017 (YTD).

66. Records management system used for Internal Affairs complaints.

67. Description of random audits for quality assurance.

Performance Evaluations:

- 68. Procedure for conducting performance reviews.
- 69. Example of Instrument used for performance reviews.
- 70. Training for raters.

Promotions:

- 71. Description of promotional process for each rank.
- 72. Description of the requirements for promotion to each rank.
- 73. Any summary data that describes the aggregated ratings of candidates.
- 74. Is the process conducted by an outside source such as an assessment center at a college? If so, provide documentation on the institution and services rendered.
- 75. Does the department have a written succession plan?

Accreditation:

- 76. Accreditation Report by CALEA or State accreditation.

Property and Evidence:

- 77. Number of staff members.
- 78. Training provided to staff members.
- 79. Hours Property and Evidence is operational for public contact.
- 80. Number of property items and evidence processed by unit in 2015, 2016 and 2017 (YTD).
- 81. Records Management System used for Property and Evidence – example of forms used and documents produced for inventory of property and evidence by this system.
- 82. Description of security measures implemented in the Property and Evidence Room.
- 83. Number of property and evidence lockers available for officers.

84. Are there lockers and refrigeration available for DNA – provide description of number of lockers and refrigeration.

Community-related Documents:

85. 2015, 2016 and 2017 citizen survey document with statistical results, if applicable.

86. Number of neighborhood watch or business watch programs in 2015, 2016 and 2017 (YTD).

87. Any documentation related to a citizen academy. Number of attendees in 2015, 2016 and 2017 (YTD).

88. Number of volunteers used by the department, description of events, number of service hours provided by the volunteers.

89. Social media links.

90. Community Publications.

91. List of all programs offered by any organization in the public housing complexes.