

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and the City of Delray Beach, a municipal corporation of the State of Florida ("City").

WITNESSETH

WHEREAS, the County has established a Homeless Resource Center ("HRC") within the municipal boundaries of the City of West Palm Beach ("WPB") for the referral of the County's homeless population to a central facility supporting organizations, services and programs that will help end the cycle of homelessness; and

WHEREAS, the County has entered into an Interlocal Agreement dated January 12, 2010, with WPB (WPB City Ordinance No. 4235-09, as may be amended) in support of the HRC; and

WHEREAS, the Palm Beach County Law Enforcement Planning Council ("LEPC") and subcommittee of the Criminal Justice Commission has adopted Best Practices for law enforcement personnel's: 1) interaction with the homeless population and 2) referral of homeless individuals to the HRC and related community agencies' specialty facilities; and

WHEREAS, the foregoing operating protocols have been developed in satisfaction of the requirements set forth in the Interlocal Agreement between County and WPB, which are to: 1) uphold the safe and orderly operation of the HRC; 2) sustain compatibility between the HRC and the uses and character of land surrounding and in the vicinity of the HRC; and 3) further the purpose of the HRC to end homelessness for qualified individuals that voluntarily commit to participate in the services and programs offered by the HRC; and

WHEREAS, the aforementioned protocol is endorsed by the LEPC for countywide implementation through standard law enforcement practices and procedures that shall precede a referral to the HRC; and

WHEREAS, the County and the City have determined it to be beneficial to both parties for the City to be able to refer and transport homeless individuals to the HRC; and

WHEREAS, this Agreement authorizes the City to utilize the HRC in a manner that conforms to both the operational understanding and expectations of both the County and WPB as established by the Interlocal Agreement and the practices endorsed by the LEPC; and

WHEREAS, the County and the City have the ability to lawfully enter into this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

SECTION 1: PURPOSE

The purpose of this Agreement is to: 1) provide the protocol by which the City shall refer and transport homeless individuals for acceptance into the HRC and 2) provide for payment of any transport costs incurred by the City.

SECTION 2: LAW ENFORCEMENT BEST PRACTICES

2.01 The City agrees to abide by and adopt the Palm Beach County Law Enforcement Agencies Best Practices for Interaction with the Homeless (“Best Practices”) in accordance with the most current approved revision to the Best Practices, which is attached as **Exhibit A** to this Agreement. The Best Practices establish the guidelines which law enforcement agencies shall include in each agency’s operating procedures and which law enforcement personnel shall follow during their interactions with homeless individuals. The Best Practices may be modified or updated from time to time as may be agreed to by the LEPC. Each update to the Best Practices shall be transmitted to the County’s representatives identified in Section 11 of this Agreement who shall have responsibility for transmitting such update to the City’s representatives identified in Section 11. The update shall automatically replace the former and become part of this Agreement with sixty (60) days prior notice of the implementation date.

SECTION 3: HRC REFERRAL PROCEDURES

3.01 The County may establish and issue HRC specific procedures associated with HRC referrals (“Referral Procedures”). The Referral Procedures include such documents as the Field Referral Form which is attached as **Exhibit B** to this Agreement. The Referral Procedures may be modified or updated from time to time by the County with sixty (60) days prior notice of the implementation date at which time such modifications/updates shall automatically replace the former and become a part of this Agreement. In the event that the City does not agree to operate in accordance with the Referral Procedures, then the City’s sole option shall be to exercise its right to terminate this Agreement as provided herein.

3.02 The City agrees to conduct training for all sworn personnel, and those non-sworn personnel which may have interaction with the homeless. The training curriculums (new and refresher) shall be provided to the City by the County (as prepared by the Palm Beach County Sheriff’s Office). The City agrees to conduct training for all officers (and eligible non-sworn personnel) as part of new employee field training and as part of the next round of in-service training. Subsequent refresher training shall be conducted no less frequently than annually as part of in-service training.

SECTION 4: TRANSPORTATION COSTS

4.01 The City, on an individual referral basis, has the option of either: 1) transporting a homeless person and all of their belongings that are not secured, to the HRC by City personnel in a City-owned vehicle, or 2) requesting that the County arranges for transport via the County’s contracted transport provider. In the event that the City chooses to utilize the County’s contracted transport provider, the City agrees to reimburse the County the actual cost of the transport. The

County shall invoice the City for the number of transports twice a year on March 31st and September 30th. The City shall pay the County, in full, no later than thirty (30) days after the date of the invoice. Payments shall be sent to:

Facilities Development & Operations
Fiscal Manager
2633 Vista Parkway
West Palm Beach, FL 33411-5603

Attn: HRC Interlocal Agreement # _____ Invoice #

If during transport, the homeless person decides that he/she does not wish to end their homelessness, the City will return the homeless person to his/her original location or another location within the City's boundaries that is mutually acceptable to the homeless person and the City. In the event that the homeless person is being transported by the County's contracted transport provider, the homeless person will be returned only to the original location from which he/she originated. In the event of the foregoing, the City will still be required to reimburse the County for the cost of the partial trip. The City's reimbursement obligations set forth in this section shall survive expiration or termination of this Agreement.

SECTION 5: INDEMNIFICATION

5.01 Each party shall be liable for its own actions and negligence and, to the extent permitted by law, each party shall indemnify, defend and hold harmless the other party against any actions, claims or damages arising out of the indemnifying party's negligent, willful, or intentional acts or omissions in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida State Statutes, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful, or intentional acts or omissions. This provision shall survive expiration or termination of this Agreement.

SECTION 6: TERM OF AGREEMENT

6.01 The initial term of this Agreement is for five (5) years and shall commence immediately upon execution of this Agreement. The term of this Agreement may be renewed for three (3) successive periods of five (5) years each under the same terms and conditions of this Agreement. At least six (6) months prior to the expiration of this Agreement's term, the City shall provide the County with a request to renew this Agreement. If agreed upon by the parties, within two (2) months of the County's receipt of such request, the County shall process an Amendment to this Agreement which shall be executed by both the City and the County. The County may not unreasonably withhold its approval of the renewal request.

SECTION 7: ENFORCEMENT

7.01 The County will immediately communicate with the City's Representative any referral that the County determines not to have been made in accordance with the Referral

Procedures. If a homeless person cannot be accepted into the HRC due to an error of the City's law enforcement personnel with respect to the Referral Procedures, the homeless person will be transported back to the location from which he/she originated at the City's cost, pursuant to Section 4.01. The City retains the option of self-transport but agrees to consider the information provided by the HRC operator prior to making a determination regarding self-transport on a return trip. For purposes of this Section 7, within fifteen (15) days of the effective date of this Agreement the City shall provide the County with written notice as to the person designated as the City's Representative and such representative's contact information. The City may from time to time change the person designated as the City's Representative, upon three (3) days prior written notice to the County.

SECTION 8: AMENDMENTS TO THIS AGREEMENT

8.01 This Agreement may be amended from time to time by written amendment executed by both the Board of County Commissioners and the City.

SECTION 9: TERMINATION

9.01 This Agreement may be terminated by either party, with or without cause. Any termination shall be effective sixty (60) days from the receipt of written notice thereof.

SECTION 10: ANNUAL BUDGET APPROPRIATIONS

10.01 The County's and the City's performance and obligations to pay pursuant to this Agreement are contingent upon annual appropriation for its purpose by the Board of County Commissioners and the City Commission.

SECTION 11: NOTICES

11.01 Any notice given pursuant to the terms of this Agreement shall be in writing and delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411

With a copy to:

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Human Services Division
810 Datura Street
West Palm Beach, FL 33401

As to the City:

Chief Jeff Goldman
300 West Atlantic Avenue
Delray Beach, Florida 33444

With a copy to:

Police Legal Adviser
300 West Atlantic Avenue
Delray Beach, Florida 33444

Any party may from time to time change the address at which notices under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties.

SECTION 12: APPLICABLE LAW/VENUE

12.01 This Agreement shall be governed by the laws of the State of Florida and venue for any causes of action concerning this Agreement shall be in Palm Beach County, Florida.

SECTION 13: FILING

13.01 A copy of this Agreement shall be filed with the Clerk & Comptroller's Office in and for Palm Beach County.

SECTION 14: DELEGATION OF DUTY

14.01 Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County's or the City's officers.

SECTION 15: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

15.01 Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All parties doing business with the County shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of

the City, its officers, agents, employees, and lobbyists in order to ensure compliance with the agreement specifications and to detect waste, corruption and fraud.

SECTION 16: MISCELLANEOUS

16.01 The recitals set forth in this Agreement are true and correct and are incorporated herein.

16.02 All Exhibits referenced in this Agreement are incorporated herein by such reference and shall be deemed to be an integral part of this Agreement.

16.03 This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between the County and the City concerning the City's utilization of the HRC; except as herein otherwise provided, no subsequent alterations, waiver, change, or addition to this Agreement shall be binding upon the County or the City unless reduced to writing and signed by them.

SECTION 17: NONDISCRIMINATION

17.01 The City represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

17.02 City has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the City does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that City will conform to the City's non-discrimination policy as provided in R-2014-1421, as amended.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____

By: _____
Director, Facilities Dev & Opns

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

ATTEST:

CITY OF DELRAY BEACH

CITY CLERK

City Clerk

By: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
City Attorney

EXHIBIT A

**Palm Beach County Law Enforcement Agencies Best Practices
for Interaction with the Homeless**

HRC Interlocal

Last Update 03.09.11

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Palm Beach County Law Enforcement Agencies Best Practices for Interaction with the Homeless

DISCUSSION: The development of countywide best practices is to ensure that members of Palm Beach County Law Enforcement Agencies understand and are sensitive to the needs and rights of homeless persons, and to set forth procedures for law enforcement members to follow during contacts with homeless persons. These Best Practices recognize that there is a right of all persons, including people experiencing homelessness, to be peaceably in any public place of the jurisdiction so long as their activities are lawful. It also explicitly affirms that homelessness is not a crime. It is also recognized that each individual law enforcement agency may develop policies and procedures to handle homeless persons based on the individual needs of their community, but that the policy or procedure will incorporate the Best Practices below.

POLICY: The policies of Palm Beach County Law Enforcement are to treat homeless persons in a manner that protects their needs, rights and dignity, while providing appropriate law enforcement services to the entire community. Agencies recognize that in law enforcement situations involving homeless individuals, it is preferable to make referrals to organizations that provide services to homeless individuals, and to refrain from initiating contacts that interrupt innocent activity and may violate an individual's constitutional rights.

DEFINITIONS:

Homeless Person - Is an individual or individuals who lack a fixed, regular and adequate night-time residence, or has a primary night-time residence that is:

- a. A supervised publicly or privately operated shelter designed to provide temporary living accommodations;
- b. An institution that provides a temporary residence for individuals intended to be institutionalized;
- c. A private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

Law Enforcement Member (LE Member) – An employee or volunteer of a municipal, county or school board law enforcement agency in Palm Beach County, Florida; whether or not that member is sworn or non-sworn, paid or non-paid, status.

Accept Referral – Applies to a Homeless Person who has indicated that they desire to end their homelessness. This differs from a Homeless Person who seeks to have nothing more than a meal or a place to sleep for the night.

Homeless Resource Center (HRC) - A facility acting as single point of access recognized by the County to accept a Homeless Person and their families and engage individuals in ending their homelessness.

BEST PRACTICES:

- **CONTACT**

- A LE Member may at any time approach a Homeless Person who has not been observed engaging in criminal conduct, to offer advice about shelters, services, or other assistance that is available. In appropriate situations, the LE Member may also contact an outreach worker from a public or private homeless services provider. The Homeless Person is free to choose whether to accept any referrals or not.
- When a Homeless Person accepts a referral, that person or persons shall be transported to the HRC or other community partner's facility identified by the HRC as appropriate for the specific type of referral. When a Homeless Person desires to end their homelessness and accept a referral to the HRC, the LE Member will begin the acceptance process in the field by completing an HRC Field Referral Form, confirming acceptance with the HRC and transporting (or arranging for transport) to the HRC. Prior to a Homeless Person being transported to the HRC, the LE Member shall query the appropriate State and National criminal history databases to determine if the Homeless Person is a registered sexual predator or sexual offender or has active arrest warrants.
 1. Homeless Sexual Offenders or Predators are not allowed at an HRC.
 2. Homeless Sexual Offenders or Predators under the supervision of the Florida Department of Corrections (FDOC) shall be free to go as long as their actions are lawful. For extenuating issues, FDOC can be contacted at (561) 837-5175 or after hours at (561) 791-4750.
 3. Homeless Sexual Offenders or Predators not under the supervision of FDOC should be reported to the Sheriff's Office S.P.O.T. Unit at (561) 688-4161 (M-F 8am to 4pm), or via e-mail at spot@pbso.org.
- LE Members having interactions and or contacts with persons determined to be homeless as a result of self-initiated contact or as a result of a citizen complaint shall document that contact. In all cases LE Members shall complete the reporting form appropriate to the interaction, and shall include the letters HL (homeless) in the address field, or other appropriate field, which records for tracking contacts only, a person's homelessness status. The reporting form shall be in a form such that each agency can electronically identify, retrieve and count interactions with a Homeless Person. The countywide goal is to have the forms entered by each agency into the Law Enforcement Exchange System. LE Members shall refrain from detention, arrest, interrogation, or initiation of any other criminal law enforcement interaction with any persons based solely upon their "status" of being or appearing to be homeless, so long as their activities are lawful.

- LE Members shall not communicate in any way, to persons who are or appear to be homeless, that they are not allowed to be in a particular public space in the jurisdiction based on their homeless status.
- Homeless school age children are required to be enrolled and attend school. LE Members shall contact the School District Police Dispatch at 561-434-8700 to determine if a child is enrolled. If the child is not enrolled, the School District Police Dispatch will be able to advise what public school the child should be attending. The officer will then advise the parents where to enroll the child.

- **“MOVE ON” ORDERS**

- LE Members shall not order any person to move to another location when that person has a legal right to be present where he or she is, subject to requests to move for safety or security or other constitutionally permissible reasons.
- It is agency policy not to give “move on” orders and not to arrest people for failure to move on if there is another reasonable way to resolve the situation. LE Members shall not give “move on” orders to persons merely because the person is or appears to be homeless.

- **REQUESTS FOR IDENTIFICATION**

- Requests for identification made to persons who are, or appear to be, homeless shall be subject to the same legitimate law enforcement purposes as are required when made to any other individual, but with sensitivity to the special needs and circumstances of the individual situation.
 1. Requests or demands for identification shall only be made with good cause. Requests for identification shall not be made pursuant to casual contact with persons who are, or appear to be, homeless. At no time shall requests or demands for identification be made in order to harass, intimidate, threaten or make any other unwarranted show of authority.
 2. Unless required by law, or essential to the performance of a law enforcement officer’s duty, at no time shall a form of identification presented by a Homeless Person be seized and not returned to him or her.
 3. In situations where persons who are, or appear to be, homeless are unable to produce a valid form of identification, the LE Member shall not penalize the person for failing to produce the requested identification.

- **PERSONAL PROPERTY**

- The personal property of a Homeless Person shall be treated with the same respect and consideration given to the personal property of any other individual, with

particular sensitivity to the special needs and circumstances of the individual situation.

1. In arrest situations, a Homeless Person shall not be required to abandon personal property they identify as their own at the arrest site. LE Members shall not damage, hide or cause to be abandoned the personal property of any such person. Where practical, LE Members shall adopt or facilitate measures that will best safeguard personal property, as determined by the arrestee.
 - a. Property may be taken into custody when an arrestee identifies the property as his or hers. The personal property of arrestees experiencing homelessness is to be handled in the same manner as the property of other arrestees.
 2. In no event shall any LE Member destroy any personal property known to belong to a Homeless Person, or recognizable as property of a Homeless Person, unless it is contaminated or otherwise poses a health hazard.
 3. A Homeless Person has a constitutionally protected expectation of privacy in their personal belongings and closed containers. LE Members shall refrain from instituting any search, frisk, or other such investigation where the elements of reasonable suspicion or probable cause is not met. A person's status of being, or appearing to be, homeless, without more, does not constitute reasonable suspicion or probable cause or any other grounds for such a search.
- **ARREST SITUATIONS** - Arrests of all persons including those defined as homeless, shall comply with State law, or County Ordinance and Department policies and procedures.
 - If a LE Member observes a Homeless Person engaged in criminal activity, when practical and prudent to do so and with the consent of the victim who has signed a "refusal to prosecute" form, an alternative to a physical arrest shall be used, to include utilizing the resources at the HRC.
 - A LE Member always has the right to approach any individual including a person who is, or appears to be homeless, to allay any suspicions a LE Member may have about the individual, and ascertain that no criminal activity is occurring.
 - **TRAINING** –Training on how to interact with a Homeless Person shall be conducted as a part of any new officer field training curriculum. Annual in-service training curriculums shall include updates and refreshers on this topic.

Homeless Resource Center Information Sheet

The major cause of homelessness in the United States is lack of affordable housing.

Process for making referrals to the Homeless Resource Center:

- The Homeless Resource Center (HRC) is a centralized intake/assessment center that offers temporary interim housing for those individuals and families who indicate **they want to end their homelessness**.
- **The HRC is not an overnight shelter, a food kitchen, a clothing pantry or a place to go for only a few hours.**
- If you approach a person who appears homeless, offer information on services (brochure provided with this form) or if the person would like to **end their homelessness**, offer a referral to the HRC.
- Before filling out the Field Referral Form, perform a NCIC/FCIC check to determine if the individual has an active arrest warrant or if they are a sexual offender/perpetrator. If they are, handle according to your agency policies and do not refer.
- If the individual does not have an active warrant and is not a sexual offender, fill out the Field Referral Form starting with your contact information in the first section of the form.
- Check all that apply regarding Client Information and Current Living Situation.
- To the best of your knowledge, fill out the Client Screening Section. If any of the items are checked, the individual should be referred or transported to the facility type indicated.
- Once the form is completed call the HRC (number to be determined) to confirm the referral and to be given a referral confirmation number. Write the number on the form in the space specified. Indicate to the HRC whether you will be transporting the individual or if you will be calling for transportation and the estimated time of arrival at the HRC.
- Transportation depends on your municipality's procedure. If you are not physically transporting, you must call the pre-arranged transportation company. Fill out the information on the form and have the person that is transporting sign the form indicating that the individual has been turned over to them.
- Sign the form under the Contact Information For Person Making The Referral Section before you hand the form to the HRC personnel or to the transportation company.
- If the individual has personal belongings, make every attempt to transport all of the person's belongings with them.
- Ensure that the individual's personal identification documents are returned to them before transport.

There are a few things you can do to humanize homelessness and de-stigmatize mental illness:

- Make eye contact.
- Pay attention to your language. Use expressions such as "people experiencing homelessness". People who are in this situation are still people first.
- Recognize the value of the person's belongings.