

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.

BROWARD COUNTY POLICE BENEVOLENT
ASSOCIATION, INC., a Florida not-for-profit corporation,

Plaintiff,

vs.

CITY OF HOLLYWOOD, FLORIDA, a
Florida municipal corporation; and CHARLES A.
GRUBER CONSULTING, INC., an
Illinois Corporation for profit, authorized to
do business in the State of Florida,

Defendants.

_____ /

EXHIBIT 1 TO COMPLAINT

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 5 day of April, 2013, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter the "City"), and Charles A. Gruber Consulting, Inc. a Illinois corporation authorized to do business in the State of Florida, whose principal office is located at St. Charles, Illinois, whose Federal I.D.number is 27-1153525 (hereinafter referred to as "CONSULTANT").

WHEREAS, the City of Hollywood desires to appraise the management of three specific areas related to Citizen Complaint Systems, Force Investigations and Internal Affairs, their oversight and adjunction processes, the supervision and management related to these systems, and finally the force tools and equipment related to those systems; and

WHEREAS, Charles A. Gruber Consulting, Inc. present a proposal to the City of Hollywood to perform an internal audit of the Hollywood Police Department related to internal review assessment/ identifying problems, tailor solutions to the community and other technical assistance; and

WHEREAS, CONSULTANT specializes in consulting services in the area of creating and organizing a police department; assessing management style and supervision of police personnel; accessing policies and practices compared to best practices; conduct police chief services; and

WHEREAS, the City requires the expertise of CONSULTANT for internal audit of the Hollywood Police Department; and

NOW, THEREFORE, in consideration of the mutual promises herein, the CITY and the CONSULTANT hereby agree as follows:

ARTICLE 1 - SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services as described in Exhibit "A" attached hereto and incorporated herein by reference.

The CONSULTANT'S Representative shall be: Charles A. Gruber
6N 302 Ferson Woods Drive
St. Charles, IL 60175

Telephone No.: 630-762-1095

The City's Representative shall be: Frank Fernandez
Assistant City Manager/Public Safety Director
2600 Hollywood Blvd.
Hollywood, Florida 33021

Telephone No. 954-921-3201

ARTICLE 2 – SCHEDULE/TERM

The CONSULTANT shall commence services upon receipt of the executed contract and complete all services by March 24, 2014.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the City under this Contract for all services, materials, out-of-pocket expenses and also including any approved subcontracts shall not exceed a total contract amount of twenty-four thousand five hundred Dollars (\$24,500). The first installment of 50% of the fee prior to start of work and one final payment is due upon delivery of report. For purposes of this Contract, out-of-pocket expenses are for such items as travel, copying, postage, and express mail. The CONSULTANT will bill the City on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "A" for services rendered toward the completion of the Scope of Work. All invoices submitted to the City must be itemized to indicate the number of hours incurred by each category of personnel. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. It is acknowledged and agreed to by the CONSULTANT that the dollar limitation set forth in this section is a limitation upon, and describes the maximum extent of, CITY'S obligation to pay CONSULTANT but does not include a limitation upon CONSULTANT'S duty to perform all services set forth in Exhibit "A" for the total compensation in the amount or less than the guaranteed maximum stated above.
- B. Invoices received by the City from the CONSULTANT pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Financial Services Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the City Representative's approval, provided however, that the City will retain ten (10) percent of each monthly payment as security for final contract completion. In addition to detailed invoices, upon request of the City's Representative, CONSULTANT will provide City with detailed periodic Status Reports on the project.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the City. This final invoice shall also certify that all services provided by CONSULTANT have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service. Should the CITY determine that said rates and costs were significantly increased due to incomplete, non current or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notice to the City's Representative in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative to the CONSULTANT. Unless the CONSULTANT is in breach of its Contract, the CONSULTANT shall be paid for services rendered to the City's satisfaction through the date of termination. Ten (\$10.00) Dollars paid to the CONSULTANT, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the City shall be that of an Independent Contractor and not as employees or agents of the City. This contract does not create a partnership or joint venture between the parties.

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be entitled to any benefits of the City including, but not limited to, pension, health and workers' compensation benefits.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Article 1, must be made known to the City's Representative and written approval must be granted by the City's Representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

CONSULTANT shall not subcontract any services or work to be provided to City without the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE 8 - FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the CONSULTANT authorized to use the City's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the City Commission. The City Commission has appropriated sufficient funds in the FY 13 Operating Budget for this contract.

ARTICLE 10- INDEMNIFICATION

The CONSULTANT shall indemnify, defend and hold harmless the CITY, its officials, appointed officers, agents and employee, from and against any and all liability, suits, actions, damages, costs, losses and expenses, including, but not limited to attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the services under this Agreement and any Project Agreement. These provisions shall survive the expiration or earlier termination of this Contract. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the CITY relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the CITY in connection with any such claim, suit, action or cause of action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. CONSULTANT acknowledges and agrees that CITY would not enter into this contract without this indemnification of CITY by CONSULTANT, and that CITY'S entering into this contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this contract shall be construed to affect, in any way, the CITY's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Florida Statutes §768.28.

ARTICLE 11 – SUCCESSORS AND ASSIGNS

The City and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the CONSULTANT shall assign, sublet, encumber, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the CONSULTANT.

ARTICLE 12 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action between the parties arising out of the Contract will be brought in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13- CONFLICT OF INTEREST

The CONSULTANT represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notice by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notice and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the City shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 15 - DEBT

The CONSULTANT shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the City's Representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

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 a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

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.

ARTICLE 17 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by CONSULTANT.

ARTICLE 18 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract or until completion of any audit, whichever is later. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 19 - NONDISCRIMINATION

The CONSULTANT warrants and 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, or sexual orientation.

ARTICLE 20 - INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 21 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 22 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the CONSULTANT agree that this Contract together with the Exhibit hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 24 - Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibit, the terms of this Contract shall supersede and prevail over the terms in the Exhibit.

ARTICLE 24 - MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the City's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and the CITY, and if such amendment is in excess of \$25,000 it must also first be approved by the CITY Commission and signed by the appropriate City Official authorized by the City Commission.

The City shall not be liable for payment of any additional or modified work which is not authorized in the manner provided for by this Article.

ARTICLE 25 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the City shall be mailed to:

Frank Fernandez
Assistant City Manager/Director of Public Safety
2600 Hollywood Blvd., Rm. 401
Hollywood, FL. 33020

and if sent to the CONSULTANT shall be mailed to:

Charles A. Gruber
6N 302 Ferson Woods Drive
St. Charles, IL 60175

ARTICLE 26 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by CONSULTANT in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by CONSULTANT to City within ten (10) days of notice of termination. If applicable, City may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

Contract for Professional/Consulting Services with Charles A. Gruber Consulting, Inc.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

ATTEST:

Patricia A. Cerny
Patricia A. Cerny, MMC
City Clerk

City of Hollywood, a municipal Corporation of the State of Florida

By: *Cathy Swanson-Rivenbark*
Cathy Swanson-Rivenbark, City Manager

04/02/13
ACMIPSD FFE

Approved as to form & legality for the use and reliance of the City of Hollywood, Florida, only.

Jeffrey P. Sheffel
Jeffrey P. Sheffel
City Attorney

Approved by: *Matthew Lalla*
Matt Lalla, Director of Financial Services

AS TO CONSULTANT

Attest:

Charles A. Gruber
Corporate Secretary

Charles A. Gruber
Title: *President*

Exhibit "A"
Scope of Services

Charles A. Gruber Consulting, Inc.
6N 302 Ferson Woods Drive
St. Charles, IL 60175
(63) 762-1095
CAGconsulting@comcast.net

Prepared For Mr. Jeffrey P. Scheffel
 City Attorney
 City of Hollywood

Prepared By Charles A. Gruber
 Principal

Proposal No. 012813

Dear Mr. Sheffel,

To follow is the proposal to be submitted to the City of Hollywood Florida Police Department from Chares A. Gruber, Inc.

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Charles A. Gruber Consulting, Inc.
6N 302 Ferson Woods Drive
St. Charles, IL 60175
(63) 762-1095
CAGconsulting@comcast.net

January 29, 2013

Mr. Jeffrey P. Sheffel
City Attorney
City of Hollywood
2600 Hollywood Blvd., Room 407
P.O. Box 229045
Hollywood, Florida 33022

Dear Mr. Sheffel,

Thank you for giving me this opportunity to present my proposal to the City of Hollywood to perform an internal audit of the Hollywood Police Department. Recent administrative changes have motivated your police department leaders to take pro-active measures to appraise the management of three specific areas of your police department and identify management issues and their perceived causes. Charles A. Gruber Consulting, Inc., is pleased to have been asked to respond to this proposal. Specifically, we have been asked to internally identify possible issues related to Citizen Complaint Systems, Force Investigations and Internal Affairs, their oversight and adjunction processes, the supervision and management related to these systems, and finally the force tools and equipment related to those systems. We propose to complete and independent review of the Hollywood Police Department to identify and illuminate with clarity on all the aforementioned issues.

Why hire Charles A. Gruber, Inc?

First, our experience and resources inside and outside the law enforcement community are such that we are well situated to identify problems. Areas and other potentially high-risk issues for police practices. My consulting team brings a wide breadth of experience that will facilitate high-quality assessment and if asked, continuing effective technical assistance to the Hollywood Florida Police Department. Charles A. Gruber Consulting associates are all respected and experienced law enforcement professionals. For police department assessment, one of my consulting criteria is that one who assists me with a particular client must have served in municipalities that are similar to my client's municipal size and structure. This makes them especially insightful to the needs of the client. Our assessment skills are based on years of experience, interviewing and managing police personnel. Our own careers have given us first-hand knowledge of the demands and expectations put on a police department. We have "walked the walk", and thus are confident that we "talk the talk". We have earned a reputation of candid and fair assessment for the communities we have worked for.

Experience

- Working as law enforcement officers and executive responsible for the development, implementation, management and evaluation of policies and procedures.
- Providing expert assistance to a variety of law enforcement agencies on policing issues, including disciplinary systems, investigations and accountability mechanisms, procedures and training, complaint systems, labor relations, and use of force audit and review.
- Designing and implementing programs to correct systemic deficiencies.
- Responding to crisis situations involving police officer conduct, including police shootings and other significant incidents, and making the difficult judgments of the propriety of both individual and organizational behavior.
- Conducting internal investigations of cases involving conduct unbecoming of a police officer.
- Working and collaborating with governmental officials, police unions, and community groups on a variety of policing issues to reach consensus to include working with the United States Department of Community Relations Service on mediating strife and divisions with police – community relations.
- Participating in public policy and criminal justice research to assess the impact on management systems on police integrity and organizational effectiveness.
- Designing, implementing and teaching leadership development programs to ensure that police supervisors have the tools, ability and will to uphold policies and procedures related to police integrity.
- Compliance monitoring of law enforcement agencies.

Credentials

I possess excellent credentials to perform an internal review of the Hollywood Florida Police Department. I am an experienced law enforcement executive with over 44 years of policing experience, 32 of those years as chief of police. I have served as chief of police in Quincy, Illinois; Shreveport, Louisiana; Elgin, Illinois; South Barrington, Illinois. I am past president of both the Illinois Association of Chiefs of Police, and the International Association of Chiefs of Police. Further, I am recognized nationally as a champion of citizen's civil rights, community policing, and my commitment to best policing practices that are attentive to the needs of communities and police officers.

In my consulting work, I have been retained by several municipalities to assist in creating and organizing a police department; assessing management style and supervision of police personnel; accessing policies and practices compared to best practices; conduct police chief services. Locally, Charles A. Gruber Consulting was retained by the Village of Wayne and Riverwoods Illinois, to perform an audit of police practices and recommend changes to their procedures. I have been retained by the United States Department of Justice Civil Rights Division to investigate patterns and practices in numerous police departments across the country. I also currently serve as police practices coordinator to monitor compliance with a federal consent decree with the United States Department of Justice and U.S. Virgin Islands requiring reform of the Virgin Islands Police Department including the use of force, training, supervision, and internal investigations. I previously completed similar work from 2003 – 2010 in the City of Oakland CA, under the supervision of a United States Federal Court Judge in San Francisco CA.

Proposal

Charles A. Gruber Consulting proposes a comprehensive services review that begins with an assessment of the specific policies, procedures and management related to the issues identified by your City's leadership. Initially, we will conduct an entrance conference with City's representatives and address the following: a mutual understanding of the work provided; explanation of our approach; an agreed upon timeline for the review; establishment of a point of contact for information gathering; reporting procedures; administrative details. Working with the management team of the City, we will define these goals for the review to ensure that we are clear in the understanding of the scope of work to be performed.

Project Scope

Phase 1 – Internal Review Assessment/ Identifying Problems

Initially, CAG Team will commence the internal review of the policies and procedures identified by City of Hollywood personnel. CAG Team will conduct the review of the policies and procedures of the Hollywood Police General Orders, Police Collective Bargaining Agreement, and the Florida Uniform Officers Bill of Rights. The internal review will set the stage going forward for case assessment and review as well as interview questions of/ for members of the Hollywood Police Department. The time length of the review will depend on the number of personnel to be interviewed as well as clarity of the cases to be reviewed.

Secondary, following the preliminaries, we will obtain a detailed understanding of the management of the Hollywood Police Department command staff and their practices related to the oversight, inspection, and accountability for the policies, procedures and practices affecting Use of Force, Internal Affairs, and Citizen Complaint Process.

This will be accomplished by:

- Interviewing command staff and select officers of the Hollywood Police Department.
- Interviewing community representatives and people with knowledge of issues.
- Interviewing representatives of the police department including union leadership.
- Analyzing the organizational chart and command structure.
- Identifying specific areas where deficiencies exist.
- Determining the range, scope, and validity of “problem issues”.
- Report our findings to City of Hollywood Police Department in writing.

Phase 2 – Tailor Solutions to the Community

Here we will offer technical assistance by comparing the written policies, procedures and the police department staffs “actual” practices to police “best” practices. The review team will address the specific strengths and deficiencies reviewed in Phase 1 and offer recommendations for improvements where necessary. During this phase, we will suggest appropriate changes to policies, procedures, and practices that, if fully implemented will bring the Hollywood Police Department in compliance with generally acceptable police practices. Phase 2 will result in an enhanced police – community relationships due to improved policies, procedures, and practices.

Phase 3 – Technical Assistance

This portion of the proposed contract is important for the sustainability of what CAG will identify in Phase 1 and Phase 2. The City of Hollywood will have a new chief of police soon, along with changes in command staff and it is crucial the new chief and command staff sustain the initial identification of issues with this proposed contract. The new chief's success will depend on communicating and consulting with CAG and the team of experts who have identified Risk Management issues within the Hollywood Police Department. In order for the Chief, City Administration and overall City Police Officers to gain trust and legitimacy from the public, the Chief of Police will need assistance with the CAG Team to help make institutional reforms and bring contemporary policing practices to the City of Hollywood Police Department. On-going technical assistance in the form of clarifications of the outcome of Phase 1 and 2 will be provided to ensure our blueprint leads to implementing policies, procedures and oversight practices as they "should be". The proposal will ensure technical assistance is available to leaders and police management when questions arise after we have completed the project. Furthermore, for an additional fee, CAG Consultants are available for more concentrated forms of technical assistance in a variety of areas such as training supervisors on how to investigate use of force, or senior police executives how to conduct a force board, for example: auditing force cases and internal affair complaints.

Project Fee's and Installments

The fee for the Phase 1 of this project is projected to be \$24,500. This will include all of the assessments for Use of Force, Citizens Complaint Process, and the Internal Affairs Systems. The first installment of 50% of the fee prior to start of work and one final payment is due upon delivery of report.

Phase 2 and Phase 3 will be priced should the City of Hollywood decide to engage my firm for any of those services of any part of those services.


Scheduling

CAG Consulting, Inc. will begin work no later than two weeks of execution of the contract.

It may be in the best interest of the City if Charles A. Gruber Consultants worked under contract to the City of Hollywood legal department in order to assure confidentially privileges of an attorney/ client relationship.

To follow are the names and phone numbers of three references. Thank you again for the opportunity to present my proposal. I welcome the opportunity to speak with you about this proposal and you can contact me at the below phone numbers.

Respectfully Submitted,



Cell - (847) 878-5012
Officer - (630) 762-1095

References

Jonas Geissler, Esq.
Senior Trial Attorney
U.S. Department of Justice
Special Litigation Section - Civil Rights Division
950 Pennsylvania Avenue NW
PHB, Room 591B
Washington, D.C. 20530
(202) 353-8866
jonas.geissler@usdoj.gov

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(815) 378-9009
patrick.hayes@rockfordil.gov

Luis Saucedo, Esq.
Acting Deputy Chief
U.S. Special Litigation Section – Civil Rights Division
300 N. Los Angeles Street
Los Angeles, CA 90012
(213) 894-6117
luis.saucedo@usdoj.gov