

**INTERLOCAL SERVICES AGREEMENT
(DIRECT COSTS – COMMUNITY POLICING INNOVATIONS)
Fiscal Year 2022-2023**

THIS INTERLOCAL AGREEMENT (DIRECT) (this “Agreement”) is made and entered into as of October 1, 2022, by and between the **CITY OF HALLANDALE BEACH**, a Florida municipal corporation (the “City”) and the **HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the “HBCRA,”) (the City and HBCRA are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”).

RECITALS

1. The HBCRA desires to contract with the City for additional police services to create a drug and crime-free environment and to provide for the safety and protection of the property owners, business owners, residents, and patrons of businesses located within the Community Redevelopment Area (“CRA”) all in compliance with the intent of Chapter 163, Part III, Florida Statutes regarding Community Policing Innovations.

2. The HBCRA desires to foster a more positive and collaborative relationship between the police and the community they serve.

3. The City desires to assist in this effort by providing, through the Hallandale Beach Police Department (“HBPD”), Community Policing Innovations through effective police services as described in the initiatives set forth in Section 1 of this Agreement.

4. The HBCRA and the City recognize the potential outstanding benefits of the enhanced police services provided through the Community Policing Innovations and through the effective police services as described in the initiatives set forth in Section 1 of this Agreement for the CRA and the citizens of Hallandale Beach, Florida.

5. This Agreement between the City and the HBCRA will, among other things, provide funding by the HBCRA to the City for the continued support of the Quadrant Safety Board (QSB), Community Education Courses, the Strategic Intelligence Unit (SIU), Grant Training, and the City has represented to the HBCRA that it needs assistance from the HBCRA.

6. The City and the HBCRA deem it in the best interest of the HBCRA, the City, the CRA, and the citizens of Hallandale Beach, Florida, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the HBCRA agree as follows:

Section 1. Recitals; Authority; Initiatives.

1.1 Recitals. The Recitals set forth above are true and correct and are incorporated in this Agreement by reference.

1.2 Authority. This Agreement is entered into by the Parties pursuant to Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969,” and Section 163.400, Florida Statutes, entitled “Cooperation by Public Bodies.”

1.3 Initiatives. The City, through the HBPD, will provide Community Policing Innovations through effective police services as described in the following initiatives:

a. The first initiative is to support a Quadrant Safety Board (“QSB”) representing the quadrants in the HBCRA. The QSB is designed to foster communication between the police and community to specifically discuss safety concerns within the HBCRA.

b. The second initiative is to continue the Police Community Educational Courses. These courses are intended to decrease the likelihood of citizen victimization through crime prevention education and low-impact self-defense training. Due to the COVID-19 Pandemic, these courses will be postponed until such time they can be held in a safe manner.

c. The third initiative will continue the Strategic Intelligence Unit (SIU). The goal of the SIU will be to gather criminal intelligence and data collection to guide police operations. The SIU will utilize a combination of current police positions and newly HBCRA-funded positions. The Unit will consist of one (1) police sergeant, eight (8) police officers, and one (1) crime analyst.

d. The fourth initiative is to hire two (2) full-time Community Relations Specialists to increase community outreach and address quality of life issues within the CRA.

Section 2. Intent. The intent of this Agreement is to provide the terms and conditions by which the HBPD will provide Community Policing Innovations through the enhanced police services outlined in Section 1.

2.1 The HBCRA agrees to support the Quadrant Safety Board(QSB), which will be established to represent the residents and business owners within the CRA.

2.2 The QSB is composed of nine residents and/or business owners nominated by the HBCRA Board. Members of the board will be representatives of all four quadrants in the CRA.

2.3 The QSB will meet monthly to discuss issues and concerns of safety. Uniform Police Officers and Sergeants will attend meetings, eventually appointing liaison.

2.4 The implementation of the QSB is an innovative community policing approach allowing appointed stakeholders who reside and/or work in each CRA quadrant to have a voice in the development of a safety plan which will benefit their community, as well as improve relationships with law enforcement and city staff.

2.5 The QSB and Police Staff will develop a public safety plan which will be presented for funding support and help prioritize safety projects within the City.

2.6 The 2-hour-long community education classes will be held quarterly, depending on attendance. These self-defense classes will allow police to expand their public education efforts by preventing residents from becoming victimized.

2.7 The Police Department will continue to develop an intelligence-based crime prevention culture of policing. The goal of SIU will be to gather criminal intelligence and data collection to better guide police operations.

2.8 The SIU will optimize crime software which utilizes a combination of historical crime data and criminal intelligence to forecast future incidents of crime, creating a policing strategy geared toward crime prevention and proactive policing.

2.9 The SIU will comprise of current police positions and newly HBCRA-funded positions. Military activation, community, city, or emergency police needs shall impact the numbers of officers assigned and duties performed.

2.10 The SIU will consist of one (1) police sergeant, eight (8) police officers, and one (1) civilian crime analyst who will act as the center for gathering and processing crime data.

2.11 The genesis of the SIU will be the crime analyst who will act as the center for gathering and processing crime data. The crime analyst's mission will be to interpret and process all crime data entering the SIU.

2.12 The City agrees to fund the crime analyst position as well as four (4) police officers, each assigned to a patrol shift. These officers will be trained in intelligence gathering and dissemination. The officers will provide daily briefings to include crime scene intelligence as observed directly in the field.

2.13 Further, the officers will search for patterns that might otherwise be missed in the official reports. The officers will also foster communication throughout the department by providing their individual squad information gathered by the SIU.

2.14 The HBCRA agrees to fund and assign full-time a total of one (1)

police sergeant and four (4) police officers to the SIU. These officers will have the ability to be more dedicated to the often time-consuming and intensive investigations that road patrol officers do not have the time or resources to address.

2.15 This portion of the SIU will concentrate its efforts on addressing specific intelligence and data-driven criminal activity through the development of criminal informants, surveillance, and long-term investigations.

2.16 SIU will have monthly meetings to share data and coordinate action plans tailored to proactively target crime patterns and prevent future incidents of crime.

2.17 Further, these officers will conduct preventative enforcement such as parole checks, warrant apprehensions, suspect surveillance, and searches.

2.18 The assigned SIU officers' duties and activities shall include, but not be limited to, the following:

(a) Engage in proactive policing strategies; develop and maintain rapport with residents, businesses, and property owners within the specified redevelopment area, thus fostering an atmosphere of cooperation, coordination, peace, and order.

(b) Encourage residents, property, and business owners to report any and all suspicious or criminal activities and suspected observed abuse or neglect of people, animals, or property.

(c) Increase surveillance efforts towards known narcotics and high crime locations.

(d) Deploy officers with the tactical objective of identifying suspicious individuals or vehicles exhibiting behavior indicative of potential criminal activity at target locations.

(e) Monitor dispatch for crimes in progress and assist patrol officers in attempting to locate suspects in the target area.

(f) Utilize crime analysis to provide statistical data with dates and times of occurrences in order to develop intelligence on modus operandi and crime patterns.

(g) Remain alert to the emergency type calls lodged by residents, business owners, and visitors in an effort to take the appropriate action to protect life and property.

(h) Check the warrants status reports provided by the Broward County courts to proactively locate and arrest wanted fugitives located within the specified redevelopment area.

(i) Conduct regular probation sweeps in conjunction with state officials to address potential potential recidivist offenders within the

specified redevelopment area.

(j) Monitor foreclosed and distressed properties for proper maintenance and security to address blight and crime problems associated with such properties.

(k) Work in the HBCRA for crime detection, prevention, and education.

(l) Educate residents and business owners who are victimized by crime on target hardening techniques to prevent being victimized repeatedly.

(m) Conduct monthly police community relations events where crime prevention materials will be disseminated.

(n) Provide current known suspect information to the residents and businesses through personal contact, flyers, mailings, newsletters, email, and/or website postings.

(o) Provide target hardening tips to residents and merchants in organized public forums where a large audience can be addressed and educated.

(p) Distribute crime prevention flyers and educate businesses on current crime trends and safety and security measures to prevent their occurrence.

(q) Utilize our crime analyst to provide statistical data with dates and times of occurrences in order to develop intelligence on modus operandi and crime patterns.

(r) Participate in surveillance efforts towards known high crime locations and victimized properties.

(s) The HBPD will submit to the HBCRA monthly reports summarizing the SIU activities as outlined in this Agreement, which monthly reports will include the names of the officers that performed services for the SIU.

| Level of Service | Measure |
|---|--|
| Conduct at least one monthly probation sweep in conjunction with state probation officials. | Number of probation sweeps conducted. |
| | Number of probation violations identified. |
| Complete at least 20 documented Community Contact cards per month. | Number of Community Contact Cards generated. |
| | Specific citizen concerns identified via Community Contact Cards |
| | Number of referrals generated via Community Contact Cards (e.g., Code, Human Services, DPW). |
| Complete at least 100 hours of targeted surveillance per month. | Hours of Surveillance conducted |
| | Number of documented contacts |
| | Number of arrests made |
| Reduction of burglaries at commercial and residential properties | 1.5% decrease of burglaries at residential and commercial properties as compared to prior Year |
| Reduction of Part 1 crimes | 1% decrease in Part 1 crimes within HBCRA as compared to prior year |
| Intelligence Plans | Monthly crime trends and the plan of action |
| SIU Meetings | Intelligence gained from Monthly Meetings |

2.19 The HBCRA agrees to fund and assign two (2) full-time Community Relations Specialists to support the Police Department's Community Involvement Unit (CIU), currently staffed by one (1) police officer.

2.20 The Community Relations Specialists will act as a bridge between the Police Department and the Hallandale Beach Community within the CRA, addressing quality of life issues such as, but not limited to, homelessness, graffiti, and illegal dumping.

Section 3. Method of Reimbursement and Compensation.

3.1 Cost of the Service. HBCRA agrees to pay City the amount of One Million Seven Hundred Sixteen Thousand Nine Hundred Seventy-One and 00/100 (\$1,716,971.00) for the above-mentioned services for Fiscal Year 2022-2023.

| | HBCRA Policing Initiatives Costs- Project PDSIU |
|--|---|
| QSB (555020) | \$5,000 |
| Community Educational Courses (555020) | \$10,000 |
| Intel Unit & Software(Exhibit A) | \$1,412,752 |
| Mandatory Grant Training (555050) | \$3,339 |
| Community Relations Specialists | \$285,880 |
| Total | \$1,716,971 |

3.2 Method of Payment. In consideration of providing the services described in Article 2 hereof by the City commencing from October 1, 2022, the HBCRA will compensate the City to the extent funds of the HBCRA are budgeted and available and eligible for payment in accordance with Section 163.387(6), Florida Statutes, as consideration for services provided to the HBCRA during fiscal year 2022-2023 by the City. The HBCRA's payment obligations under this Agreement constitute an obligation to pay an indebtedness in accordance with the Act. These payments will be made on a quarterly basis. Funds allocated for initiatives will be available for transfer between the initiatives outlined in this agreement, not to exceed the total amount agreed between the HBCRA and the City of Hallandale Beach. HBCRA will approve all fund transfers between initiatives.

3.3 Annual Statement and Payment. The City shall prepare and present to the HBCRA an annual statement for the preparation and submission of the HBCRA annual budget. The annual statements reflect current year anticipated costs and all unpaid obligations from prior periods. Any amounts contained in the approved HBCRA budget for payment to City shall be paid by the HBCRA prior to September 30th except for continuing HBCRA approved projects. Funds for projects not completed by September 30th will carry over to the subsequent fiscal year.

Section 4. Term. The term of this Contract shall begin on October 1, 2022, and end on September 30, 2023. Prior to the end of this term of this Agreement, the scope of services provided herein and the corresponding costs for said services will be re-evaluated based on needs of the HBCRA for Fiscal Year 2022-2023.

Section 5. Records. City and HBCRA shall keep such records and accounts as may be necessary to support the cost of services incurred by the HBCRA in accordance with this Agreement, including but not limited to records and documents pertaining to the selection of third-party service providers. Such books and records will be available at all reasonable times for examination and audit by HBCRA and shall be retained as provided by law or for no less than a period of five (5) years after completion of each requested service to performed pursuant to this Agreement.

Section 6. Miscellaneous.

6.1 Headings. The headings of the sections of this Agreement are for convenience only and do not affect meanings of any provisions hereof

6.2 Amendment. The terms, covenants, conditions and provisions of this Agreement cannot be altered, changed, modified or added to, except in writing signed by the City and the HBCRA and approved by the HBCRA Board and the City Commission.

6.3 Third Party Beneficiaries. Neither of the Parties intend to directly or substantially benefit any third party by this Agreement. Therefore, Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.4 Construction. Both Parties have substantially contributed to the drafting and negotiation of this Agreement, and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

6.5 Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

6.6 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance, is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a Party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

6.7 Waiver. No express or implied consent or waiver by a Party to or of any breach or dealt by the other Party in the performance by such other Party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or dealt in the performance by such other Party of the same or any other obligations of such other Party hereunder. Failure by a Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues will not constitute a waiver by such Party of its rights hereunder. The giving of consent by a Party in any one instance will not limit or waive the necessity to obtain such Party's consent in any future instance.

6.8 Independent Contractor. In performing its obligations hereunder, the City shall be deemed an independent contractor and not an agent or employee of the HBCRA.

6.9 Assignment. Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered by the HBCRA or the City without the prior written consent of the other Party.

6.10 Notice. Whenever any party desires or is required by this Agreement to give notice to the other party, it must be in writing and given by hand, sent by certified mail, with return receipt requested, or sent by a recognized overnight courier (e.g., Federal Express) addressed to the party for whom it is intended, at the address specified for notice by the Parties from time to time. Notice may also be given by electronic means (e.g., facsimile or email) provided such is followed up with a hard copy by one of the methods in the previous sentence.

6.11 Entire Agreement. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The Parties acknowledge that this Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof.

6.12 Prevailing Parties. If either Party is required to engage in litigation against any other Party hereto, either as plaintiff or as defendant, in order to enforce or defend any of its or his rights under this Agreement, and such litigation results in a final judgment in favor of such Party ("Prevailing Party"), then the Party against whom said final judgment is obtained shall reimburse the Prevailing Party for all direct, indirect or incidental expenses incurred by the Prevailing Party in so enforcing or defending its or his rights hereunder including, but not limited to, all attorney's fees and court costs and other expenses incurred throughout all negotiations, trials or appeals undertaken in order to enforce the Prevailing Party's rights hereunder including any proceedings to enforce this provision.

Section 7. WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT A PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

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IN WITNESS WHEREOF, the City and the HBCRA hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF HALLANDALE BEACH,
a Florida municipal corporation

By: _____
Jeremy Earle
City Manager

ATTEST:

By: _____
Jenorgen M. Guillen
City Clerk

Approved as to form and legal sufficiency

By: _____
Jennifer Merino
City Attorney

HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY,
a public body corporate and politic

By: _____
Jeremy Earle
Executive Director

ATTEST:

By: _____
Jenorgen M. Guillen
HBCRA Secretary

Approved as to form and legal sufficiency:

By: _____
Taylor English Duma LLP
HBCRA Attorney

EXHIBIT A (SIU)

Fiscal Year 2022-2023

| <i>Employee Salaries and Benefits</i> | <i>Total Cost</i> |
|--|--------------------------|
| Employee Total | \$1,240,632 |
| 512000 | |
| 521050 | |
| 521100 | |
| 515050 | |
| 515100 | |
| 522100 | |
| 522300 | |
| 523050 | |
| 523100 | |
| 523150 | |
| 524000 | |

| SIU Equipment, Seminars, and Supplies | <i>Total Cost</i> |
|--|--------------------------|
| 5 UNDERCOVER RENTAL VEHICLES (544050) | \$60,020 |
| MEETINGS AND SEMINARS (555020) | \$7,000 |
| PRINTING AND SIGNAGE (552080) | \$3,000 |
| CELLULAR PHONES (541010) | \$4,500 |
| Training and Supplies Total | \$74,520 |

| CRIME RELATION SPECIALISTS EQUIPMENT, SUPPLIES, AND TRAINING | Total Cost |
|---|-------------------|
| 2 ASSIGNED VEHICLES AND OUTFITTING | \$84,100 |
| MEETING, SEMINARS, AND TRAINING (552080) | \$4,000 |
| CELLULAR PHONES (541010) | \$2,000 |
| COMPUTER AND EQUIPMENT | \$7,500 |
| Training and Supplies Total | \$97,600 |

| | |
|---------------------------|--------------------|
| <i>Grand Total</i> | \$1,412,752 |
|---------------------------|--------------------|