

## **INTERLOCAL AGREEMENT**

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into this 20<sup>th</sup> day of September, 2017, by and between the CITY OF HALLANDALE BEACH, FLORIDA, a Florida municipal corporation (the "City") and the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (the "CRA,") (the City and CRA are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

### **RECITALS**

Whereas, the CRA desires to contract with the City for additional police services to create a safe environment with reduced crime and to provide for the safety and protection of the property owners, business owners, residents and patrons of businesses located within the redevelopment area; and

Whereas, the City desires to assist in this effort by providing through the Hallandale Beach Police Department, effective police services in the specified redevelopment area; primarily focusing efforts through an organized team of one (1) police sergeant and four (4) police officers forming the Neighborhood Enhancement Team; and

Whereas, the CRA and the City recognize the potential outstanding benefits of the enhanced police protection provided through the Neighborhood Enhancement Team to the specified redevelopment area and to the citizens of Hallandale Beach, Florida; and

Whereas, an inter-local agreement between the City and the CRA will provide funding for the Neighborhood Enhancement Team to cover staff, vehicles, training, and supply expenses for the Program, and in order for that enhanced level of police services to be provided, the City has represented to the CRA that it needs assistance from the CRA; and

Whereas it is in the best interest of the CRA, the City, and the citizens of Hallandale Beach, Florida to establish this Program,

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 CRA agree as follows:

#### **Section 1. Recitals and Authority.**

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."

Section 2. Intent. The intent of this Agreement is to provide the terms and conditions by which the Police Department will provide enhanced police services through the Neighborhood Enhancement Team.

2.1 The City agrees to fund and assign a total of one (1) police sergeant and four (4) police officers to the Neighborhood Enhancement Team which will cover the specified redevelopment area on a full time basis. Military activation, community, city, or emergency police needs shall impact the numbers of officers assigned and duties performed.

2.2 The police officers shall be a "roving" patrol within the specified redevelopment area with defined assignments. They shall perform specialized patrol/service activities for the specified redevelopment area.

2.3 The assigned 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, business 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 to identify 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 to attempt 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 take the appropriate action to protect life and property.

(h) Check the warrants status reports provided by the Broward County courts in an attempt 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 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) The HBPD will submit to the CRA monthly reports summarizing the activities of the Neighborhood Enforcement Team relative to the activities set forth in Section 2.3(a) – (j) as well as the following:

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 man hours of targeted surveillance per month.	Hours of Surveillance conducted
	Number of documented contacts
	Number of arrest made
Reduction of burglaries at commercial and residential properties	1.5% decrease of burglaries at residential and commercial properties as compared to prior year

### Section 3. Method of Reimbursement and Compensation.

3.1 Cost of the Service. HBCRA agrees to pay City of Hallandale Beach Eight Hundred Forty-Nine Thousand Five Hundred Forty dollars (\$849,540) for the above mentioned services for fiscal year 2016-2017.

3.2 Reimbursement to City. In consideration of providing the services described in Article 2 hereof by the City commencing from October 1, 2016, the CRA will compensate the City, to the extent funds of the CRA are budgeted and available and eligible for payment in accordance with section 163.387(6), Florida Statutes, as consideration for services provided to the CRA during Fiscal Year 2016-2017 by the City. The CRA's payment obligations under this Agreement constitute an obligation to pay and indebtedness in accordance with the Act. These payments will be made in full upon receipt of a quarterly invoice from the City.

3.3 Method of Payment. In consideration of providing the services described in Article 2 hereof by the City commencing from October 1, 2016, the CRA will compensate the City, to the extent funds of the CRA are budgeted and available and eligible for payment in accordance with Section 163.387(6), Florida Statutes, as consideration for services provided to the CRA during Fiscal Year 2016-2017 by the City. The CRA's payment obligations under this Agreement constitute an obligation to pay an indebtedness in accordance with the Act.

3.4 Annual Statement and Payment. The City shall prepare and present to the CRA an annual statement for the preparation and submission of the CRA annual budget. The annual statements reflect current year anticipated costs and all unpaid obligation from prior periods. Any amounts contained in the approved CRA budget for payment to City shall be paid by the CRA prior to September 30, 2017.

Section 4. Term. The term of this Contract shall begin on October 1, 2016, and end on September 30, 2017. Prior to the end of the term, the scope of services provided herein and the corresponding costs for said services will be reevaluated based on needs of the specified redevelopment area for the Fiscal Year 2017-2018 fiscal year. The payments referenced in Exhibit A hereto will be made in quarterly installments upon receipt of quarterly invoices from the City.

Section 5. Records. City and CRA shall keep such records and accounts as may be necessary to support the cost of services incurred by the CRA 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 CRA and shall be retained as provided by law or for no less than a period of six (6) years after completion of each requested service to performed pursuant to this Agreement. The names and hours of the assigned police personnel shall be kept on record in the Police Department.

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 CRA and approved by the CRA 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 CRA.

6.9 Assignment. Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered by the CRA 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.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

CITY:

CRA:

CITY OF HALLANDALE BEACH

HALLANDALE BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_

Roger M. Carlton  
City Manager

By: \_\_\_\_\_

Roger M. Carlton  
Executive Director

ATTEST:

ATTEST:

By: \_\_\_\_\_

City Clerk

By: \_\_\_\_\_

HBCRA Clerk

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency:

By: \_\_\_\_\_

Jennifer Merino, City Attorney

By: \_\_\_\_\_

Gray Robinson, P.A.  
HBCRA Attorney

## EXHIBIT A (NET)

For FY 2016-2017

<i>Employee Salaries and Benefits</i>	<i>Total Cost</i>
<b>Employee Total</b> (Sergeant and 4 officers)*	<b>\$797,140</b>

<i>Equipment, Seminars and Supplies</i>	<i>Total Cost</i>
5 Under Cover Rental Vehicles	<b>\$50,400</b>
Training Seminars and Supplies	<b>\$2,000</b>

<b><i>Grand Total</i></b>	<b>\$849,540</b>
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\* The Sergeant and 4 officers will be verified by the Police Department.