

**INTERLOCAL SERVICES AGREEMENT
(DIRECT COSTS – COMMUNITY POLICING INNOVATIONS)
Fiscal Year 2020-2021**

THIS INTERLOCAL AGREEMENT (DIRECT) (this “Agreement”) is made and entered into as of October 1, 2020, 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”).

R E C I T A L S

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 the 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 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 creation of the QSB, Community Education Courses, the SIU, six passenger golf cart, drone program, enhanced police training, police management software and mounting of ALPRs (all as defined in Section 1) in designated CRA locations, 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 the effective police services as described in following the 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 begin 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 is to mount Automated License Plate Reader Cameras (“ALPRs”) on the major thoroughfares in the City. The ALPRs alert police of criminal/suspicious vehicle(s) and are a useful tool for investigations.

d. The fourth initiative will include the creation of a 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.

e. The fifth initiative will to train staff and maintain the HBPD airHBCRAft systems (also known as drones). The use of drones has various benefits including mitigating risks, expanding the capabilities of staffing, and providing critical real-time information to key personnel when responding to critical incidents.

f. The sixth initiative will be purchase of a six-passenger electric powered police golf cart with police decals and emergency lights. The HBPD provides security for a multitude of events within the HBCRA throughout the year. The use of a golf cart allows police officers to safely and more easily move through crowds of people and/or event grounds where otherwise a standard police vehicle could not pass.

g. The seventh initiative is to develop training curriculums designed for police officers to teach Anti-Racism, enhance communication, identify implicit bias, strengthen community relations and enhance police officer's incident response skillset.

h. The eighth initiative is the purchase of case management software such as IA Pro which assists with monitoring and reporting of complaints and other incidents that may indicate patterns of employee misconduct and behavioral shortfalls.

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 fund the creation of a Quadrant Safety Board (QSB) which will be established to represent the residents and business owners within the CRA.

2.2 The QSB will be composed of nine residents and/or business owners nominated by the HBCRA Board. Members of the board will be representative 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 each meeting, eventually appointing a 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 between law enforcement and city staff.

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

2.6 The HBCRA agrees to fund the administration of an educational program, hosted by the HBPD, to include self-defense, for residents at community centers and/or parks in the CRA. The funds will reimburse police for training material, equipment and cost of overtime.

2.7 Trained police officers will instruct community-based classes designed to empower residents to take control of their safety. The classes will instruct low impact self-defense techniques allowing residents to physically protect themselves from attackers. The courses will also provide residents insight on how to avoid becoming victims of other types of crimes such as burglaries, financial or cybercrime.

2.8 The 2-hour long community educational classes will be held quarterly depending on attendance.

2.9 These self-defense classes will allow police to expand their public education efforts by preventing residents from becoming victimized.

2.10 The HBCRA agrees to continue to fund the HBPD enhancement to the Patrol Operation services with the purchase and maintenance of two (2) unmanned aircraft systems (also known as drones). The use of drones has various benefits including mitigating risks, expanding the capabilities of staffing, and providing critical real-time information to key personnel when responding to critical incidents.

2.11 The drones will be deployed around the clock and will be utilized during incidents of search and rescue operations, critical incidents, crowd monitoring during large events, fleeing suspect pursuits, recognizance, and natural disaster incident responses.

2.12 The drone program will support police officers to obtain their Federal Aviation Administration (FAA) drone licenses as well as ongoing training to become proficient with the flying and maintenance of the aircraft system and the legal parameters of use.

2.13 The HBCRA agrees to fund the installation of Automatic License Plate Reader ("ALPR") cameras at the major entry and exits points into the City of Hallandale Beach. This crime fighting tool would have an immediate effect on policing applications.

2.14 The HBCRA agrees to fund the services of an information technology consultant/manager to engineer and design the ALPR and CCTV network and administer the installation of all the hardware for the project.

2.15 The HBCRA agrees to purchase a six-passenger electric powered police golf cart with decals and emergency lights. The HBPD provides security for a multitude of events within the CRA throughout the year. The use of a golf cart allows police officers to safely and more easily move through crowds of people or on event grounds where otherwise a standard police vehicle could not pass.

2.16 The HBCRA agrees to fund the services of No-Nonsense Training Solutions, Inc., an outside firm, to provide "Policing in the Aftermath: Interpersonal Policing & Effective Community Engagement" training. This program is designed to help police officers identify their personal bias, the organization's cultural biases and highlight the differences within the agency. The program will also discuss anti-racism initiatives. Participants will understand the impact of bias and racism on the department's goals as well as the impact on the communities they serve.

2.17 The HBCRA agrees to fund the services of the Valente Brothers firm to provide highly specialized defensive tactics program for law enforcement professionals. The program emphasizes how to effectively manage all public encounters to a safe outcome for all parties concerned.

2.18 The goal of this self-defense program is to focus on stress dissolution, health awareness, and adaptation principles through a shift of organizational behavior using three diverse concepts: 1) mind and body coordination 2) living life philosophy 3) maintaining positive health habits. The results will aid police personnel to achieve a calm demeanor during critical incidents, increased problem solving abilities and tools to make more accurate assessments of situations.

2.19 The HBCRA agrees to fund the services of the SALT Mine Success and Leadership Training Institute LLC, an outside firm, to provide training to address how to improve communication within the agency and with stakeholders. The training addresses improved communication through cultural, style and ethical issues within the leadership and the organization.

2.20 The HBCRA agrees to purchase police case management software, such as IAPro and Blue Team, which assists with monitoring and reporting on complaints and other incidents that may indicate patterns of employee misconduct and behavioral shortfalls. Further benefits of IAPro and Blue Team is its ability to alert in advance of issues that could, if left unchecked, put the community and the reputation of the agency at risk.

2.21 The Police Department will continue to develop a SIU. The goal of SIU will be to gather criminal intelligence and data collection to guide police operations.

2.22 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.

2.23 Based on these forecasts, patrol units will obtain daily crime briefings with an up to date statistical analysis of criminal activity in the City to increase patrols at particular locations on specific dates and times to deter crime before it happens.

2.24 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.

2.25 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.

2.26 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 into the SIU.

2.27 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.

2.28 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 squads information gathered by the SIU.

2.29 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.

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

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

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

2.33 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, 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 to 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) 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 includes 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

Section 3. Method of Reimbursement and Compensation.

3.1 Cost of the Service. HBCRA agrees to pay City of Hallandale Beach One Million Three Hundred Fifty Eight Thousand Two Hundred Forty Five Dollars (\$1,358,245) for the above-mentioned services for Fiscal Year 2020-2021.

	HBCRA Policing Initiatives Costs
QSB	\$5,000
Community Educational Courses	\$0
Intel Unit & Software (Exhibit A)	\$868,500
Drones Maintenance and Training	\$15,000
ALPR & Software	\$235,000
PM & IT Consulting	\$25,000

Police Utility/Golf Cart	\$20,000
Police Training (Valente Brothers)	\$139,680
Police Training (No-Nonsense Training Solutions)	\$12,665
Police Training (SALT Mine Success and Leadership Training Institute)	\$16,000
IAPro & Blue Team	\$21,400
Total	\$1,358,245

3.2 Method of Payment. In consideration of providing the services described in Article 2 hereof by the City commencing from October 1, 2020, 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 2020-2021 by the City. The HBCRA's payment obligations under this Agreement constitute on obligation to pay an indebtedness in accordance with the Act. These payments will be made on a quarterly basis.

3.4 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.

Section 4. Term. The term of this Contract shall begin on October 1, 2020, and end on September 30, 2021. 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 CRA for Fiscal Year 2021-2022.

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 six (6) 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 9. 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: _____
Dr. Jeremy Earle
Interim 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: _____
Dr. Jeremy Earle
Executive Director

ATTEST:

By: _____
Jenorgen M. Guillen
HBCRA Secretary

Approved as to form and legal sufficiency:

By: _____
Fox Rothschild LLP
HBCRA Attorney

EXHIBIT A (SIU)

Fiscal Year 2020-2021

<i>Employee Salaries and Benefits</i>	<i>Total Cost</i>
Employee Total	\$747,000

<i>Equipment, Seminars and Supplies</i>	<i>Total Cost</i>
5 Undercover Rental Vehicles	\$57,000
Training Seminars and Supplies	\$10,000
Cellular Phone	\$4,500
Intelligence Software	\$50,000
Training and Supplies Total	\$121,500

<i>Grand Total</i>	\$868,500
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