

**INTERLOCAL SERVICES AGREEMENT
(COMMUNITY POLICING)
Fiscal Year 2019-2020**

THIS INTERLOCAL SERVICES AGREEMENT (INDIRECT) (this "Agreement") is made and entered into this 19th day of August 2019, 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 community policing 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 HBCRA Community Redevelopment Area.

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, effective police services through the following initiatives, in the HBCRA Community Redevelopment Area:

- A. The first initiative is to create individual Quadrant Safety Boards (QSBs) one for each quadrant in the HBCRA Community Redevelopment Area. The QSBs are designed to foster communication between the police and community to specifically discuss safety concerns in their specific quadrants.
- 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.
- C. The third initiative is to reallocate office space at Fire Station 7 to accommodate a police substation within the HBCRA Community Redevelopment Area. The substation would allow police to gain a physical foothold in the community.
- D. The fourth initiative is to develop a training curriculum for police officers designed to strengthen community relations and enhance police officers' incident response skillset.

- E. The fifth initiative is to mount Automated License Plate Reader Cameras (ALPRs) on the major thoroughfares in the HBCRA Community Redevelopment Area. The ALPRs alert police of criminal/suspicious vehicle(s) and are a useful tool for investigations.
- F. The sixth 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) civilian crime analyst.

4. The HBCRA and the City recognize the potential outstanding benefits of the community policing services provided through the above listed initiatives for the HBCRA Community Redevelopment Area and the citizens of Hallandale Beach.

5. The purpose of this Agreement is to provide for community policing including the creation of the QSBs, Community Education Courses, a Police Substation within the HBCRA Community Redevelopment Area, the SIU, Police training and mounting of ALPRs in designated locations.

6. The City has represented to the HBCRA that it needs community policing assistance and it is in the best interest of the HBCRA, the City, and the citizens of Hallandale Beach to provide such community policing.

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 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 Services (as defined in Section 3) will be provided by the City to the HBCRA. For the sake of clarity, the Parties acknowledge and agree that the Services will only be for redevelopment activities in the HBCRA Community Redevelopment Area.

Section 3. Services. The City, through its Police Department, will provide community policing services (each a "Service" and collectively the "Services").

3.1 QSB. The HBCRA agrees to fund the creation of QSBs which will be established in each of the four quadrants of the HBCRA.

3.1.1 The first of the quadrants is the northeast quadrant which is bordered to the west by NE 1 Avenue, to the north by Pembroke Road, to the east by NE 14 Avenue, and to the south by East Hallandale Beach Boulevard.

3.1.2 The second is the southeast quadrant which is bordered to the west by SE 1 Avenue, to the north by East Hallandale Beach Boulevard, to the east by Federal Highway/US1, and to the South by County Line Road.

3.1.3 The third is the northwest quadrant which is bordered to the west by the I-95 highway, to the north by Pembroke Road, to the east by Dixie Highway, and to the south by West Hallandale Beach Boulevard.

3.1.4 The fourth is the southwest quadrant which is bordered to the west by the I-95 highway, to the north by West Hallandale Beach Boulevard, to the east by Dixie Highway, and to the south by County line Road.

3.1.5 The four QSBs will be composed of five residents nominated by the HBCRA Board.

3.1.6 The QSBs would meet quarterly to discuss issues and concerns of safety in their respective quadrants.

3.1.7 Police Officers (who work within the quadrants) and Sergeants will attend each meeting, eventually appointing a liaison.

3.1.8 The QSBs and Police Staff will develop a public safety plan to enhance the safety within the respective neighborhoods.

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

3.2.1 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.

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

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

3.3 Police Substation. The HBCRA agrees to fund the establishment of a Police Substation at the Station 7 Fire Department on Foster Road to gain a physical foothold in the community and provide a place for residents to interact with Police in their own

neighborhood. The substation would be a base of operations for the officers assigned to that zone, as well as the Community Involvement Unit (CIU).

3.3.1 At this time, due to a shortage in police staffing, the substation would not be staffed 24/7 days a week. However, the substation would be outfitted with a call box that will be connected to the 911 phone line should residents have an emergency. The substation will act as a platform to build further police presence in the area as resources become available.

3.3.2 The funds would be utilized to renovate and upgrade the substation property to the functionality of a viable police workspace. The funds would also be used to install the 911 call box.

3.4 Police Training. The HBCRA agrees to fund the services of an outside firm to introduce Integrating Communications, Assessment, and Tactics (ICAT), a training program that provides first responding police officers with the tools, skills, and options they need to successfully and safely defuse a range of critical incidents.

3.4.1 Developed by Police Executive Research Forum (PERF) with input from hundreds of police professionals from across the United States, ICAT takes the essential building blocks of critical thinking, crisis intervention, communications, and tactics, and puts them together in an integrated approach to training.

3.4.2 The training program is anchored by the Critical Decision-Making Model that helps officers assess situations, make safe and effective decisions, and document and learn from their actions. ICAT incorporates different skill sets into a unified training approach that emphasizes scenario-based exercises, as well as lecture and case study opportunities.

3.5 Drone Program. The HBCRA agrees to fund the purchase of four (4) unmanned aircraft systems (also known as drones) to enhance Patrol Operation Services. 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.

3.5.1 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. Further, the drones will be available to Hallandale Beach Fire Rescue as needed.

3.5.2 The drone program requires eight (8) patrol 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.

3.6 ALPR. 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.

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

3.7.1 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.

3.7.2 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.

3.7.3 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.

3.7.4 The Unit 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.

3.7.5 The genesis of the Unit 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.

3.7.6 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.

3.7.7 Further, the officer 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.

3.7.9 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.

3.7.10 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.

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

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

3.7.13 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 exclusively 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.

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 4. Payment.

4.1 Amount. The HBCRA has previously budgeted funds for Fiscal Year 2019-2020 in the amount of One Million One Hundred Thousand Dollars (\$1,100,000) as the fee (the "Fee") payable by the HBCRA to City for the Services and includes all out of pocket expenses of the City which are necessary and appropriate for provision of the Services as well as the City's overhead or general operating expenses. The HBCRA acknowledges that the funds are budgeted, available and eligible for payment in accordance with Section 163.387(6), Florida Statutes, as consideration for the Services provided to the HBCRA by the City.

HBCRA Policing Initiatives Costs	
QSBs	\$5,000
Community Educational Courses	\$10,000
Intel Unit & Software (SIU) (Exhibit A)	\$850,000
Station 7 – Police Substation	\$100,000
Drones and Training	\$25,000
ALPR & Software	\$100,000
Police Training	\$10,000
Total	\$1,100,000

4.2 Payment. Payment of the Fee shall be made upon receipt of an invoice by the HBCRA from the City.

Section 5. Term. This Agreement shall be effective on October 1, 2019 and continue in effect until September 30, 2020.

Section 6. Records. The City shall keep such records and accounts as may be necessary in order to evidence performance of the Services. 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 the termination of this Agreement.

Section 7. Insurance; Indemnity.

7.1 Insurance. The Parties acknowledge and agree that the City is self-insured for general liability. City shall provide or cause to be provided (a) worker's compensation insurance as may be required by law and (b) errors and omissions insurance covering City employees for acts and omissions in connection with the provision of services to the HBCRA in coverage amounts obtained by the City from time to time in accordance with its standard risk management policies and procedures. The cost of this insurance is to be paid by the City. Upon execution of this Agreement, the City shall provide or cause to be provided to the HBCRA certificates of insurance evidencing the required coverage and naming the HBCRA as an additional insured provided such is available from the insurance carrier.

7.2 Indemnity. Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, each party agrees to indemnify and hold harmless the other party and their respective commissioners, board members and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the gross negligence, recklessness, or intentional wrongful misconduct of the party from whom indemnification is sought and persons employed or utilized by the party from whom indemnification is sought including, but not limited to, employees providing the Services, if applicable.

Section 8. Miscellaneous.

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

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

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

8.9 Assignment. Neither this Agreement, or 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.

8.10 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.

8.11 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.

8.12 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: 

Greg Chavarria
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: 

Fox Rothschild, LLP
HBCRA Attorney



[Handwritten signature]



EXHIBIT A (SIU)

Fiscal Year 2019-2020

<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	\$31,500
Training and Supplies Total	\$103,000

<i>Grand Total</i>	\$850,000
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