



Town of Highland Beach

3614 SOUTH OCEAN BOULEVARD • HIGHLAND BEACH, FLORIDA 33487

Palm Beach County, Florida

561-278-4548
FAX 561-265-3582

Mayor:
Carl Feldman
Vice Mayor:
William Weitz, Ph.D.
Commissioners:
Rhoda Zelniker
George V. Kelvin
Elyse Riesa
Town Manager:
Valerie Oakes

September 6, 2017

RECEIVED
SEP 19 2017
CITY CLERK

City of Delray Beach Clerk's Office
Katerri Johnson, City Clerk
100 NW 1st Avenue
Delray Beach, Florida 33444

RE: **Interlocal Agreement for
License Plate Recognition Data Sharing**

Dear Ms. Johnson:

Enclosed please find a partially executed original Interlocal Agreement for License Plate Recognition Data Sharing between the Town of Highland Beach and the City of Delray Beach. Highland Beach Town Commission approved the agreement at its September 5, 2017, Regular meeting on a 5-0 vote.

Once this agreement has been approved by Delray Beach City Commission and executed by Mayor Glickstein, please provide me with a fully executed recorded copy for me to maintain in Highland Beach records.

Should you have any questions please feel free to contact me at (561) 278-4548.

Sincerely,

Lanelda Gaskins, MMC
Town Clerk

Enclosure

**INTERLOCAL AGREEMENT FOR
LICENSE PLATE RECOGNITION DATA SHARING**

THIS AGREEMENT, entered into this ____ day of _____, 2017, by and between the **CITY OF DELRAY BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as “City” and the **TOWN OF HIGHLAND BEACH**, a Florida municipal corporation, hereinafter referred to as “Town”.

WITNESSETH:

WHEREAS, the Delray Beach Police Department, hereafter referred to as “DBPD” is a bona fide law enforcement agency; and

WHEREAS, the Highland Beach Police Department, hereafter referred to as “HBPD” is a bona fide law enforcement agency; and

WHEREAS, both DBPD and HBPD, by and through the governing bodies of their municipalities, have entered into separate agreements with FDLE to govern the storage and access to Criminal Justice Information (CJI); and

WHEREAS, both DBPD and HBPD wish to share access to their respective License Plate Recognition Camera System (LPR) data for law enforcement purposes;

NOW, THEREFORE, the City and the Town in consideration of the mutual promises and benefits hereby agree as follows:

SECTION 1: USE OF THE SYSTEM.

A. The DBPD shall be entitled to access, through agents and employees of the DBPD, the LPR data collected by HBPD’s camera system located on State Road A1A at the south entry/exit to the Town.

B. The DBPD and HBPD shall have joint access, through its agents and employees, to the LPR data collected from a joint camera system located at the north entry/exit to the Town, specifically located at the intersection of State Road A1A and Linton Boulevard. HBPD shall not have access to any other LPR data collected from other City LPR cameras.

C. The data collected from the HBPD LPR systems shall be stored on a dedicated server maintained by the City and HBPD shall only have access to the aforementioned data. The location of the server will be determined by the City.

D. The HBPD agrees to comply with any and all information technology (IT) policies and procedures established by the City and DBPD as it relates solely to this LPR program.

E. License plate data FCIC/NCIC alerts captured by the LPR cameras entering or exiting the Town shall be dispatched by the Delray Beach Communications Center to the Palm Beach County Sheriff's Office Communications Center.

F. The DBPD and HBPD each agree that it shall make use of the information obtained by the LPR system only for bona fide law enforcement purposes.

G. The DBPD and HBPD each agree to abide by all applicable local, state, and federal laws, rules and regulations, as well as the rules and data sharing regulations with regard to the use of said systems.

H. HBPD shall immediately notify DBPD and FDLE of any suspected compromise of the LPR system. DBPD shall immediately notify HBPD and FDLE of any suspected compromise of the LPR system.

I. DBPD and HBPD shall maintain the confidentiality of any records under this Agreement in accordance with Section 119.071 and Chapter 943, Florida Statutes.

J. HBPD shall be responsible for responding to all public records requests to Town for LPR data obtained in the Town's jurisdictional limits and shall compensate City for any incurred expenses in response to public records requests for LPR data obtained in the Town's jurisdictional limits, for which a fee has not been collected by the City.

SECTION 2. INDEMNIFICATION

A. The Town shall indemnify and hold harmless and defend the City and DBPD, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any act or omission of the Town, its agents, servants, or employees in the performance of services under this Agreement. Nothing in this provision shall be construed as consent by the City and/or DBPD to be sued, nor as a waiver of sovereign immunity or agreement to indemnify beyond the limits set forth at Section 768.28, Florida Statutes by the Town.

B. The City shall indemnify and hold harmless and defend the Town and HBPD, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any act or omission of the City, its agents, servants, or employees in the performance of services under this Agreement. Nothing in this provision shall be construed as consent by the Town and/or HBPD to be sued, nor as a waiver of sovereign immunity or agreement to indemnify beyond the limits set forth at Section 768.28, Florida Statutes by the City.

SECTION 3. TERMINATION

Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the non-terminating party in accordance with Section 4. Notice. Such notice shall be delivered via hand delivery with signature receipt or via overnight courier service (FedEx, UPS, etc...) with signature confirmation of receipt.

SECTION 4. NOTICE. All notice provided for in this agreement shall be in writing and either hand delivered, with signature receipt or sent by via overnight courier (FedEx, UPS, etc...) with signature confirmation of deliver to the party being notified at the following respective addresses which may be changed by written notice only:

City: City of Delray Beach, Florida
Attn: City Manager
100 N.W. 1st Avenue
Delray Beach, Florida 33444

Town: Town of HIGHLAND BEACH
Attn: Town Manager
3614 S. Ocean Blvd.
HIGHLAND BEACH, Florida 33487

Notice given by or to the attorney by either party shall be as effective as if given by or to said party.

SECTION 5. AGREEMENT NOT ASSIGNABLE. The City and Town shall not assign this agreement.

SECTION 6. GOVERNING LAW; VENUE. This agreement shall be governed by the laws of the State of Florida. All disputes arising from this agreement shall be settled in a court of competent jurisdiction with venue to be in Palm Beach County, Florida.

SECTION 7: ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and may only be modified by written agreement executed by both parties.

SECTION 8: EFFECTIVE DATE. This Agreement shall not become effective until it has been filed/recorded with the Palm Beach County Clerk and Comptroller.

IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the date first written above.

ATTEST:

CITY OF DELAY BEACH, FLORIDA

Katerri Johnson, City Clerk

By: _____
Cary Glickstein, Mayor

Approved as to form and
legal sufficiency:

R. Max Lohman, City Attorney

ATTEST:

TOWN OF HIGHLAND BEACH, FLORIDA



Lanelda Gaskins, Town Clerk

By: 

Carl Feldman, Mayor

Approved as to form and
legal sufficiency:



Glen Torcivia, Town Attorney