

POLICE COMMUNICATIONS AGREEMENT

THIS AGREEMENT is 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 Town desires to enter into an Agreement with the City of Delray Beach, Florida, in order to obtain Police Dispatching and Communications Services from the City.

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

Section 1. Effective Date. This Agreement shall become effective as of the date last executed below; however, services shall not begin and payment shall not begin to accrue until both parties complete and execute the "Services Effective Date" attached hereto as Exhibit "A" and incorporated herein. This is meant to give the parties time to meet and coordinate the services to be provided hereunder prior to the commencement of such services. The City Manager is authorized to execute the Services Effective Date on behalf of the City, and the Town Manager is authorized to execute the Services Effective Date on behalf of the Town.

Section 2. Termination Date. This Agreement shall expire and terminate on September 30, 2022.

Section 3. Payment of Service Fee.

A. The City will provide police dispatching and communication services to the Town and the Town will pay a fee to the City for these services. Payment for services shall

be adjusted each year from the previous year in an amount based upon the "All Urban Consumers-United States" April Consumer Price Index.

B. The Town and the City agree that the initial total service fee shall be an agreed upon basic service fee of \$69,259.00 with an annual license maintenance fee for security and CJIS compliance of \$254.00 for a total of \$69,513.00 per year. The annual license maintenance fee is based on a quantity of six (6) licenses for mobile units. The parties agree that the \$69,259.00 shall be prorated to reflect those services (if any) provided between the Services Effective Date and September 30, 2018.

The basic service fee for fiscal year 2018/2019, commencing October 1, 2018, shall be the agreed upon fee of \$69,259.00. If the Service Effective Date is after October 1, 2018, the parties agree that the \$69,259.00 shall be prorated to reflect those services provided between the Services Effective Date and September 30, 2019. Each year of the Agreement thereafter, the basic service fee shall be adjusted from the previous year in accordance with Section 3.A. hereinabove. The projected annual service fee adjustment will be reported to the Town Manager of the Town of HIGHLAND BEACH on or before July 15th of each year. The service fee shall be paid to the City by December 31st of each year for that fiscal year beginning October 1st.

Section 4. City's Responsibilities: The City shall provide dispatching and communication services to include the handling of:

- a. Radio dispatching of police and 911 calls. All medical and fire calls received will be transferred to Palm Beach County Fire Rescue (PBCFR) to be dispatched to the Delray Beach Fire Department (DBFD).
- b. Radio dispatching of non-emergency calls.
- c. City Communications Dispatch will dispatch a Town police officer to fire and medical calls where police action is required.

- d. If a Town officer is unavailable due to another priority call, he/she will be made aware of the pending police, fire or medical call and its location.
- e. Electronically recording and maintaining radio transmissions for ninety (90) days.
- f. Access to information from Palm Beach Sheriff's Department's P.A.L.M.S. Computer System and the State F.C.I.C. and Federal N.C.I.C. Computer Systems via radio or telephone voice transmission.
- g. City will make entries, cancellations and/or modifications into NCIC/FCIC on behalf of the Town. All copies of said reports and/or supplemental reports must be made available to communication personnel at all times for hit confirmation purposes; this is in accordance with FDLE validation requirements.
- h. Recording and maintaining for two years a daily Computer Aided Dispatch (CAD) log to include a numerical call identifier and also containing the following information:
 - 1. Type of call or incident
 - 2. Date and time of call or incident
 - 3. Location of incident
 - 4. Complainant or caller's name
 - 5. Name of the assigned or responding officer

Section 5. Performance Standards.

- A. Calls for road patrol response will be prioritized into three (3) categories.
 - 1. **Priority 1 – Emergency:** Any threat to life or danger of serious physical injury or major property damage. Any felony or violent misdemeanor where

the suspect has remained at the scene or may be apprehended in the immediate area.

Priority 1 calls include:

- (1) Alarms that are received as Silent, Panic, or Financial Institution alarms and
- (2) Major traffic accidents with extensive injuries.

a) Dispatch times for Priority 1 calls:

Emergency calls will be dispatched without delay to the nearest unit to the call location. The dispatcher has one (1) minute from the time received to dispatch a priority 1 call.

2. **Priority 2 – Urgent:** Any incident currently in progress that does not represent a significant threat to life or property

Priority 2 calls include:

- (1) Audible alarms;
- (2) Motor vehicle accidents that originally occurred in a roadway or are still blocking traffic and have unknown injuries;
- (3) Incidents with suspect information or where immediate follow-up is required.

a) Dispatch times for Priority 2 Calls:

Urgent calls are of a less serious nature and may be held no longer than five (5) minutes from the time the call is received, unless a road supervisor approves a longer delay.

3. **Priority 3 – Routine/Delayed.** Any incident/request not in progress involving minor offenses or when the complainant had delayed reporting for more than one hour.

Priority 3 calls include:

- (1) Parking lot accidents with no injuries;
- (2) Any incident involving non-criminal matters or requests for service;
- (3) Any incident where there is no likelihood of apprehending the offender;
- (4) No initial investigation is possible because the complainant is not at

the scene;

- (5) Any complaint for insurance purposes;
- (6) Lost or found property;
- (7) Abandoned or illegally parked vehicles.

(a) Dispatch times for Priority 3 calls:

Routine/Delayed calls may be held for a maximum of thirty (30) minutes before a road supervisor must be advised. The complainant is to be advised of the delay and give an approximate time for the officer to arrive. These calls should be given out as soon as a unit becomes available.

B. Dispatch Times.

1. The Dispatch times stated in Section A shall be measured from the time a call is received by the dispatcher to the time the dispatcher notifies Town police personnel.

2. The Dispatch times stated above shall be the expected performance standards under this Agreement. However, both parties understand that exceptions to these times may occur periodically. Accordingly, it is not the intention of this Agreement that a failure to dispatch a call within the stated time period be regarded as a breach of this Agreement. Rather, it is the intention of this Agreement that all exceptions to the stated times be reviewed and all necessary and appropriate follow-up actions be taken to prevent future exceptions, where they can be avoided.

3. The above notwithstanding, nothing in this section shall release either party from the provisions of Section 11 of this Agreement where dispatch times are concerned.

C. **Monthly Reports:** At least once each month upon request, the City may generate and make available to the Town, a Dispatch Activity Report listing all Town calls from the date of the previous report. The report shall include the times that all calls were received, the times they were dispatched, the times the police officer arrived on the scene, and the times the calls were cleared.

Section 6. Service Complaints. In the event a service complaint is received, the complaint shall be handled pursuant to one of the following resolution processes:

A. **Informal Resolution Process:** Informal service questions, problems or complaints by either party may be initiated via a face-to-face meeting, telephone conversation, facsimile transmission or in writing. The recipient of the question or complaint shall then respond in a like fashion or in a manner otherwise agreed to at the time the question or complaint is initiated. A reasonable response time also shall be agreed to at the time of initiation.

Questions and complaints directed to the Town shall be directed only to the Chief of Police or his/her designee. Questions and complaints directed to the City shall be directed only to the Police Department's Communication Manager or Commander of Support Services. Further, it shall be the responsibility of the recipient to personally respond to the initiator unless another respondent is agreed to at the time of initiation.

B. **Formal Resolution Process:** Formal service questions, problems or complaints by either party shall be made in writing. Within thirty (30) working days of receipt of a complaint, the complaint shall be fully reviewed and a response rendered noting the corrective actions taken, if any. To expedite resolution of a complaint, both the initial

complaint form and the response may be sent via email. Complaints and responses shall only be addressed to and from the following individuals:

City of Delray Beach

Lt. David Weatherspoon
Police Commander of Support Services
300 West Atlantic Avenue
Delray Beach, Florida 33444
Email: weathers@mydelraybeach.com

Town of Highland Beach:

Craig Hartmann, Chief of Police
3614 S Ocean Boulevard
Highland Beach, FL 33487
Email: chartmann@highlandbeach.us

Section 7. Meetings. At least once each year, the City Police Commander of Support Services, the Communications Manager and the Town Chief of Police or their designee shall meet to review and discuss the terms of this Agreement and to recommend to their respective City/Town Manager any revisions, additions or deletions. This meeting may be held as one of the above specified quarterly meetings.

Upon mutual agreement, the City/Town Managers may change the provisions of Sections 5, 6 and 7 (Performance Standards, Service Complaints, Meetings). Changes shall be in writing signed by both parties and attached as an Amendment to this Agreement. No other provisions of this Agreement may be amended without the approval of the governing bodies of both parties.

Nothing in this Section or Agreement shall prohibit or discourage additional meetings as may be necessary or desired by either party from time to time. In addition, nothing herein shall prohibit or discourage meetings between staff members of both parties other than those specifically referenced in this Agreement. However, no staff member of either party may interpret, revise, amend or delete any provision of this Agreement except as provided herein.

Section 8. Investigations, Discussion and Negotiation for Future Communications Operations. Both parties recognize and agree that internal and external influences may cause the City to investigate and pursue alternative communications operations including, but not limited to, sharing, merging or transferring operations with another community or entity. The City agrees to inform the Town of all ongoing investigations, discussions and negotiations concerning alternative communications operations and invites the Town to fully participate in same. Furthermore, the Town understands the 800 MHz radio system (P25) is tied to Palm Beach County's Master Site by means of a "Smart Zone" switch. The Town agrees to restrictions on the utilization of County Talk Groups limiting use to mutual aid situations with Palm Beach County. The Town also agrees to the terms and conditions set forth in the Interlocal Agreement, and any amendments thereto, between Boynton Beach, Boca Raton and Delray Beach, known as the "South Palm Beach County Public Safety Cooperative" and Palm Beach County. Specifically, the Town agrees and understands that Section 9 and Section 15.06 of the Interlocal Agreement, as amended, are hereby incorporated in their entirety into this Agreement. Further, the City hereby agrees that it will not pursue alternative communications operations that would not include the Town without the written consent from the Town Manager.

Section 9. Town's Responsibilities. The Town shall be responsible for maintenance of all radios or equipment purchased by the Town, providing maintenance and repairs as needed through a Motorola subcontractor. The Town shall also be responsible for ensuring that all of its officers are in compliance with recognized certifications and FDLE standards.

Section 10. Additional Services. By way of this Agreement, the City shall provide only communication services and dispatching services except that the City may unilaterally

add any communications, dispatch, mobile data, information or record keeping services that enhances the City's ability to provide that service to its own service area.

The Town shall conform to those procedures and policies necessary to assure that the communications and records keeping for the Town's service area are in harmony with the communications and records keeping of the City and assure compliance with Public Records Law.

In the event that the City is capable of providing enhancements or additions to law enforcement and communications services which are not unilateral and the Town wishes to avail itself of such additions and enhancements the Town may, upon mutual agreement with the City, amend Section 4 of this Agreement which may necessitate a negotiated amendment by the City to Section 3 of this Agreement.

Section 11. Indemnification/ Hold Harmless. Town shall indemnify, defend, and hold harmless City against any actions, claims, or damages arising out of Town's negligence in connection with this Agreement, to the extent permitted by law. City shall indemnify, defend, and hold harmless Town against any actions, claims, or damages arising out of City's negligence in connection with this Agreement, to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity for any party or an agreement to indemnify any party beyond the monetary limits set forth in Section 768.28, Florida Statutes. Neither shall the foregoing indemnification constitute an agreement to indemnify any party for its own negligence or willful misconduct. Both parties acknowledge that the foregoing indemnification, defend, and hold harmless provisions are supported by adequate consideration. Subject to the indemnification, defend and hold harmless language above, all liability for injury to personnel and for loss of or damage of equipment incurred in connection with this Agreement, or in the performance of services or functions pursuant thereto, shall be borne by the City or the Town employing such

personnel or owning such equipment, and the City and the Town shall carry sufficient insurance to cover all such liabilities. The terms and conditions set forth in this Section 11. shall survive the expiration or earlier termination of this Agreement.

Section 12. Termination of Agreement by the Town. The Town may terminate this Agreement at any time following sixty (60) days written notice to the City. After the effective date of said notice, both parties will be relieved of any further obligations under this Agreement except nothing herein shall be construed to impair the obligation of any contract then in effect in which the Town and the City is a party or to relieve the Town or the City of any liability for its negligence or the negligence of their respective employees occurring while this Agreement is in effect. If the Town should terminate the Agreement as herein provided and prior to September 30, 2022, the applicable annual payment referred to in Section 3 shall be refunded on a pro rata basis.

Section 13. Termination of Agreement by the City. The City may terminate this Agreement at any time following one hundred and twenty (120) days written notice to the Town. After the effective date of said notice, both parties will be relieved of any further obligations under this Agreement except nothing herein shall be construed to impair the obligation of any contract then in effect in which the Town and the City is a party or to relieve the Town or the City of any liability for its negligence or the negligence of their respective employees occurring while this Agreement is in effect. If the City should terminate this Agreement as herein provided and prior to September 30, 2022, the applicable payment referred to in Section 3 shall be refunded on a pro rata basis.

Section 14. Agreement Not Assignable. The Town shall not assign this Agreement.

Section 15. Venue, Jurisdiction, and Attorney's Fees. All disputes arising from or related to this Agreement shall be brought, if at all, in a court of competent jurisdiction in

Palm Beach County, Florida. Each party shall bear its own attorney's fees and costs, including fees and costs on appeal.

Section 16. Notices. All notices provided for in this Agreement shall be in writing and either hand delivered or sent by certified or registered mail to the party to be notified at the following respective addresses which may be changed by written notice only:

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

Town: Office of the Town Manager
Town of Highland Beach
3614 S. Ocean Boulevard
Highland Beach, FL 33487

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

Section 17. City Retains Exclusive Control. The City shall retain exclusive control over all equipment and personnel used in providing the services in accordance with this Agreement, except for any radios required to be purchased by the Town.

Section 18. City's Right to Limit Access. The City shall have the right to limit, direct or deny access, to individual representatives of the Town, to Information and Communications capabilities provided in Section 4, when such access has been used, in violation of Florida Statutes, in violation of the City, County, State or National directives and procedures governing the acquiring use of sensitive information and equipment, or when such access may jeopardize the City's law enforcement effort or the representative is found to be a security risk.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized officers on the dates below.

ATTEST:

CITY OF DELAY BEACH, FLORIDA

Katerri Johnson, City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to form and
legal sufficiency:

Date: _____

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:

Date: 6/5/2018

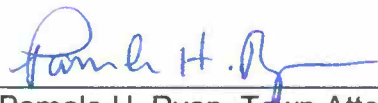

Pamala H. Ryan, Town Attorney

EXHIBIT "A"

SERVICES EFFECTIVE DATE

The parties agree that services under the Police Communications Agreement shall begin on the ____ day of _____, 2018 (the "Services Effective Date").

CITY OF DELRAY BEACH

TOWN OF HIGHLAND BEACH

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____