

## INTER-OFFICE MEMORANDUM



### TOWN OF GULF STREAM, FLORIDA

**OFFICE OF THE TOWN MANAGER  
GREGORY L. DUNHAM**

**DATE:** 08/08/2017  
**TO:** Mayor Morgan and Town Commissioners  
**RE:** Police Communications Agreement

At the regular Commission meeting in July, the Town Commission approved the renewal for the Police Communications Agreement between the Town of Gulf Stream and the City of Delray Beach. The terms and conditions of the renewal as presented to Gulf Stream were exactly the same as the Town was operating under since it was signed in 2012. The agreement was approved by the Delray Beach Police Chief and the City Attorney's office from Delray Beach.

Subsequently, the Town has been notified that the agreement presented to the Town last month was in error. The Delray Beach Finance Department stated that the basic service fee for such services should have been raised from \$53,782.00 to \$55,707.00 based on the "All Urban Consumers-United States" Consumer Price Index increase over the past five years. The 3 1/2 % increase amounts to \$1,925.00 for 2017/2018. Each year thereafter the service fee shall be adjusted from the previous year in an amount based upon the "All Urban-United States" Consumer Price Index. The term of the agreement runs through September of 2022.

**this item will be added to the agenda under Item V, additions, withdrawals, deferrals, arrangement of agenda items.**

#### **RECOMMENDATION:**

Make a motion to approve the revised agreement for Police Communications between the Town of Gulf Stream and the City of Delray Beach.

## POLICE COMMUNICATIONS AGREEMENT

**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 GULF STREAM**, 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 October 1, 2017.

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

**Section 3. Payment of Service Fee.**

A. The City is currently providing police communication services to the Town and the Town is paying 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. For the fiscal years commencing October 1, 2017 through September 30, 2022, the Town and the City agree that the total service fee shall be an agreed upon basic service fee of \$55,707 with an annual license maintenance fee for security and

CJIS compliance of \$254.00 for a total of \$55,961 per year. These fees are based on a quantity of five (5) licenses for mobile units.

The basic service fee for fiscal year 2017/2018 shall be the agreed upon fee of \$55,707. 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 Gulf Stream on or before July 15th of each year. The service fee shall be paid to the City by December 31<sup>st</sup> of each year for that fiscal year beginning October 1<sup>st</sup>.

**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 all fire and medical calls. 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.
- d. Electronically recording and maintaining radio transmissions for ninety (90) days.
- e. 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.

f. 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.

g. 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

h. The Town is responsible to insure that all their officers are in compliance with recognized certifications and FDLE standards.

**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 at 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 time the call was 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 facsimile transmission. Complaints and responses shall only be addressed to and from the following individuals:

City of Delray Beach

Police Commander of Support Services  
300 West Atlantic Avenue  
Delray Beach, Florida 33444

Town of Gulf Stream:

Chief of Police  
100 Sea Road  
Gulf Stream, Florida 33444

**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 is tied into the Palm Beach County radio system 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.

**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. Hold Harmless.** The City, its officials, agents, or employees in providing dispatch and communication services, shall not be deemed to assume any liability for acts, omissions, or negligence of the Town, its employees, agents or officials. The Town shall hold the City, its officials, agents, and employees harmless and shall

defend them against any and all claims of any kind whatsoever resulting from the acts, omissions or negligence of the Town, its officials, agents, or employees related to this Agreement, subject to the limited waiver of sovereign immunity set forth at Florida Statutes Section 768.28. 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 Town shall carry sufficient insurance to cover all such liabilities. The terms and conditions set forth in this Section 11. shall survive the term 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 sixty (60) 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 Attorneys 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 Gulf Stream  
100 Sea Road  
Gulf Stream, Florida 33444

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 the duly authorized officers on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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 GULF STREAM, FLORIDA

\_\_\_\_\_  
Rita Taylor, Town Clerk

By: \_\_\_\_\_  
Thomas Stanley, Vice Mayor

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Town City Attorney