

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

| | | | |
|---------------|-------------------------------------|------------------------------------|---|
| Meeting Date: | October 8, 2019 | <input type="checkbox"/> Consent | <input checked="" type="checkbox"/> Regular |
| | | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Public Hearing |
| Department: | Facilities Development & Operations | | |

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A First Amendment to Interlocal Agreement R2014-1744 with the City of West Palm Beach, a Florida Municipal Corporation (“City”), to extend the term of the Interlocal Agreement for shared use of the City’s electronic surveillance video system (“Video System”) located at the Intermodal Facility retroactively from August 31, 2019 through August 30, 2024.

Summary: In 2009, the Board approved Agreement R2009-1418 for County to furnish seven (7) video cameras and related infrastructure to the City for use at the Intermodal Facility located at 150 Clearwater Drive, West Palm Beach. The equipment was interfaced with the City’s existing video system and County was provided with access to the City’s video system for monitoring and operational purposes. Interlocal Agreement R2014-1744 continued the agreement to ensure uninterrupted access to the video and maintenance of the video equipment. The Interlocal Agreement expired on August 30, 2019, but provided for one (1) renewal option for a period of five (5) years through August 30, 2024. The City has approved the renewal to retroactively extend the term of the Interlocal Agreement and the renewal option now requires Board approval. The First Amendment extends the term; updates the City and County contact information and adds the County’s standard Insurance, Non-Discrimination, Inspector General and Assignment provisions. There are no charges associated with the Agreement. The Interlocal Agreement shall terminate on the earlier of August 30, 2024, or the end of the useful life of the equipment. Other than the changes set forth herein, all other terms remain the same. (ESS) District 7 (LDC)

Background & Policy Issues: The First Amendment continues the County’s access to video of the Intermodal Facility and the City’s on-going maintenance and repair of the video equipment at the Intermodal Facility. The operational plan for the Intermodal Facility focused on both the security and operational requirements of the Facility and security requirements are met with fencing, lighting, landscaping and security guards. Operational requirements for the Intermodal Facility have been met with video surveillance by leveraging the City’s existing system. It is mutually beneficial to both the County and City to continue the shared use of the City’s video surveillance system. After approval of this First Amendment there are no remaining renewal options.

Attachments:

First Amendment to Interlocal Agreement

| | | |
|-----------------|----------------------|----------------|
| Recommended By: | <u>Anthony White</u> | <u>9/20/19</u> |
| | Department Director | Date |
| Approved By: | <u>JC Baker</u> | <u>9/23/19</u> |
| | County Administrator | Date |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2020 | 2021 | 2022 | 2023 | 2024 |
|---|---------|-------|-------|-------|-------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | * _____ | _____ | _____ | _____ | _____ |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ |

Is Item Included in Current Budget: Yes _____ No _____
Does this item include the use of federal funds: Yes _____ No _____

Expense Budget Fund _____ Dept _____ Unit _____ Object _____
Account No:
Revenue Budget Fund _____ Dept _____ Unit _____ Rev _____
Account No:

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* There is no fiscal impact associated with this item

C. Departmental Fiscal Review: Kayn Dyke

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

Lisa R. Alahy 9/19/19 OFMB
J. S. Jacoby 9/20/19 Contract Development and Control
9/20/19 TW

B. Legal Sufficiency:

ADG 9/23/19
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT to Agreement R2014-1744, dated November 18, 2014, (the "Agreement") is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and the City of West Palm Beach, a Florida municipal corporation ("City").

In consideration of the mutual promises contained here, the County and the City agree as follows:

1. The Term of the Agreement is retroactively extended through August 30, 2024, pursuant to the exercise of the five (5) year renewal option as per Section 4.
2. Section 2.06 of the Agreement is deleted in its entirety and replaced with the following:

2.06 The City's representative/contract monitor during the term of this Agreement shall be Adam Dreilinger, Technology Operations Manager, or his successor, whose telephone number is 561-822-1561.

3. Section 3.01 and 3.02 of the Agreement are deleted in its entirety and replaced with the following:

3.01 The County's representative/contract monitor during the term of this Agreement shall be Gilbert Morales, Director of Support Services, or his successor, whose telephone number is 561-841-4235.

3.02 City's right to access Property and Equipment. The County shall permit the City its successors, assigns, agents, employees, contractors, subcontractors, and vendors non-exclusive access over, upon and across the County Property for purposes of operation, maintenance, repair or replacement of the Equipment.

City shall use the County Property in accordance with all applicable laws, rules and regulations of governmental authorities having jurisdiction over the County Property or use thereof. If any damage to the County Property is caused by City, its agents, employees or contractors, the County shall repair such damage at City's sole cost and expense. The County shall notify the City within five (5) business days of the County's knowledge or receipt of information related to any damage caused by the City. All notices must be given in accordance with Section 7 of the Agreement.

4. Section 5 of the Agreement is amended to add the following:

SECTION 5A: INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the City represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If City is not self-insured, City shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should City purchase excess liability coverage, City agrees to include County as an Additional Insured.

The City agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should City contract with a third-party (Contractor) to perform any service related to the Agreement, City shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include City and County as Additional Insureds. City shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the City shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the City of its liability and obligations under this Agreement.

5. Section 15 of the Agreement is deleted in its entirety and replaced with the following:

SECTION 15: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the City warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

6. The Agreement is hereby modified to add the following:

SECTION 18: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 19: ASSIGNMENT

City may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

7. Exhibit "B" to the Agreement is hereby deleted in its entirety.
8. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof, and the parties hereby ratify, confirm and adopt the Agreement, as amended.

(The remainder of the page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

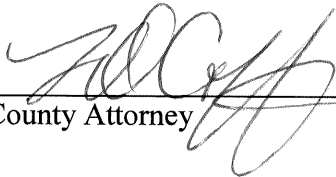
PALM BEACH COUNTY, a political
subdivision of the State of Florida

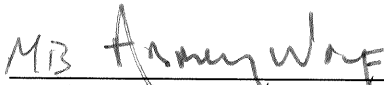
By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

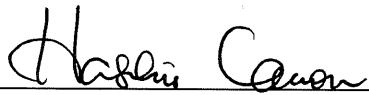
APPROVED AS TO TERMS AND
CONDITIONS:

By:  _____
County Attorney

By:  _____
Audrey Wolf, Director
Facilities Development & Operations


ATTEST:

CITY OF WEST PALM BEACH, a
municipal corporation of the State of Florida

By:  _____
Hazeline Carson, MMC, City Clerk

By:  _____
Keith A. James, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:  _____
City Attorney