

RESOLUTION NO. 68-10-18

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR CO-UTILIZATION OF COUNTY TRAFFIC CONTROL INFRASTRUCTURE TO INSTALL VEHICLE LICENSE PLATE READERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163, Florida Statutes (Florida Interlocal Cooperation Act of 1969) as amended, authorized local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage; and

WHEREAS, Part I of Chapter 163, Florida Statute permits public agencies as defined herein to enter into interlocal agreements with each other to jointly exercise any power, privilege or authorization which such agencies share in common and which each might exercise separately; and

WHEREAS, Chapter 125, Florida Statute, as amended, empowers the County to enter into agreement with other governmental units for the joint performance or performance by one unit on behalf of the other of their authorized functions, and empowers the County to establish and administer programs and projects with other governmental entities; and

WHEREAS, the Town has determined a law enforcement need for the installation of vehicle license plate reader technology; and

WHEREAS, the County will allow Town co-location of vehicle license plate readers on County traffic control infrastructure per the terms of the interlocal agreement because the County believes the efforts by the Town to install vehicle license plate reader technology on County infrastructure serves a public purpose to enhance the safety and security of the public; and

WHEREAS, the Town has determined it to be beneficial to have the option to co-locate vehicle license plate readers and related equipment on County traffic infrastructure; and

WHEREAS, the Town Manager recommends approval of the Interlocal agreement between the Town of Lake Park and Palm Beach County, a copy of which is attached hereto and incorporated herein as Exhibit A.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

Section 2. The Mayor is hereby authorized and directed to execute the Interlocal agreement between the Town of Lake Park and Palm Beach County, which is attached hereto and incorporated herein as Exhibit A.

Section 3. This Resolution shall take effect upon execution.

The foregoing Resolution was offered by Commissioner Michaud who moved its adoption. The motion was seconded by Commissioner Lynch and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>Absent</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>Absent</u>	___
COMMISSIONER ERIN FLAHERTY	<u>/</u>	___
COMMISSIONER ANNE LYNCH	<u>/</u>	___
COMMISSIONER ROGER MICHAUD	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 68-10-18 duly passed and adopted this 3 day of October, 2018.

TOWN OF LAKE PARK, FLORIDA

BY: [Signature]
MICHAEL O'ROURKE
MAYOR

ATTEST:

[Signature]
VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: [Signature]
THOMAS J. BAIRD
TOWN ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND
FOR THE INSTALLATION OF
LICENSE PLATE READERS ON TRAFFIC SIGNAL SUPPORT STRUCTURES.**

THIS INTERLOCAL AGREEMENT ("AGREEMENT") is made and entered into this ___ day of _____, 20___ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("COUNTY"), and _____, ("APPLICANT"), a Florida municipal corporation, whose address is _____, (individually "Party" and collectively "Parties").

WITNESSETH:

WHEREAS, COUNTY and APPLICANT are authorized to enter into this AGREEMENT pursuant to Section 163.06 of the Florida Statutes, as amended, which allows local governmental units to make the most efficient use of their powers by enabling them to cooperate on the basis of mutual advantage; and

WHEREAS, the COUNTY maintains and operates traffic signals, including traffic signal support structures, within the COUNTY limits; and

WHEREAS, the APPLICANT wishes to install vehicle license plate readers ("LPR") on COUNTY maintained traffic signal support structures ("SIGNAL SUPPORT") located within the COUNTY; and

WHEREAS, the COUNTY believes that the efforts by the APPLICANT to install LPR on public infrastructure serve a public purpose to enhance the safety and security of the public ; and

WHEREAS, the COUNTY and APPLICANT wish to enter into this Agreement to establish the criteria and requirements associated with the installation of LPR on SIGNAL SUPPORT.

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants contained herein, the Parties hereto agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. APPLICANT shall present the proposed method of installation of LPR to COUNTY for its review and approval, and shall install according to those approved methods.
 - a. APPLICANT shall present to COUNTY the location of each proposed LPR as a sketch on COUNTY traffic signal plan. The sketch will show method of LPR attachment to SIGNAL SUPPORT and location of power supply.
 - b. Any proposed installation method that involves drilling any holes or otherwise damaging or risking damaging, in any way, any part of the SIGNAL SUPPORT will not be allowed or approved.
 - c. LPR shall be installed in such a manner as to not interfere with the operation and maintenance of the SIGNAL SUPPORT or any signal equipment attached to SIGNAL SUPPORT.
 - d. LPR shall be installed in such a manner as to not obstruct access to signal equipment attached to the SIGNAL SUPPORT, including but not limited to, the signal heads, signs and detection devices.
 - e. LPR shall be installed in such a manner that it is easily removable, without causing any damage to SIGNAL SUPPORT, and may not be permanently affixed to SIGNAL SUPPORT.

3. APPLICANT is solely responsible for all costs associated with installation, operation, maintenance, power supply, power charges, repair, replacement, and removal of LPR.

4. APPLICANT is expressly prohibited and not authorized to use any of the power supply from the SIGNAL SUPPORT or any part thereof.

5. COUNTY is not responsible for any damage to LPR that may be caused by the COUNTY's operations or maintenance in or round the COUNTY's signal equipment attached to SIGNAL SUPPORT.

6. APPLICANT is solely responsible for restoring the SIGNAL SUPPORT to its original condition.

7. COUNTY shall have the right to remove or request that the APPLICANT remove the LPR. When feasible, the COUNTY will provide the APPLICANT thirty (30) calendar days-notice that LPR must be removed.

8. Under no circumstances shall the COUNTY incur any cost related to the LPR or this AGREEMENT.

9. Should the COUNTY have to remove the LPR and/or repair damage to COUNTY facilities under any circumstance, the APPLICANT shall be responsible for all costs. The COUNTY will invoice the APPLICANT for any and all costs associated with the removal of the LPR. The APPLICANT shall submit full payment to the COUNTY within 30 days of the date of the COUNTY's invoice. The APPLICANT will not be permitted to install any additional LPR on any SIGNAL SUPPORT until any and all outstanding costs and invoices have been fully paid to the COUNTY.

10. APPLICANT shall immediately notify the COUNTY as soon as any LPR is no longer in use, and shall immediately remove any unused LPR from SIGNAL SUPPORT.

11. This AGREEMENT may be canceled by the COUNTY or APPLICANT for any reason after sixty (60) days written notice has been provided to the other party. Upon receipt of written notification, all LPR will be removed from SIGNAL SUPPORT, any repairs will be made, and the COUNTY shall be relieved of any further obligation.

12. COUNTY Traffic Division shall be contacted 48 hours before commencement of work. APPLICANT assumes full responsibility to maintain all areas under construction safe for the public and to properly route and direct traffic through the work/construction area. All traffic control operations shall be done in accordance with the current Manual on Uniform Traffic Control Devices (Part VI). Supplements to this manual are the Florida Department of Transportation's Roadway and Traffic Design Standards (Index 600) and Standard Specifications for Road and Bridge Construction (latest edition). All work shall be done Monday through Friday and no obstruction of the travel lanes between 7 a.m. to 9 a.m. and 3 p.m. to 6 p.m., unless approved by the COUNTY Traffic Engineering Division. Weekend work shall be approved by COUNTY 48 hours before Saturday. No time restrictions for local and subdivision roads, or for construction done Saturday or Sunday. Notice shall be sent to:

Palm Beach County Engineering & Public Works
Traffic Operations
2555 Vista Parkway
West Palm Beach, FL 33411
Phone: 561-233-3900

13. APPLICANT understands and agrees that the rights and privileges herein set out are granted only to the extent of the COUNTY's right, title and interest in the property to be entered upon and used by APPLICANT. APPLICANT WILL AT ALL TIMES ASSUME ALL RISK.

14. Pursuant to Florida Statute 336.048 (Temporary closing traveling lane of road), whenever any road on the county road or city street system is repaired, reconstructed, or otherwise altered in a manner that necessitates the closing of one or more traveling lanes of the road for a period of time exceeding 2 hours, the party performing such work shall give notice to the appropriate local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the project. However, when the closing of one or more lanes is required because of emergency conditions, such notice shall be waived.

15. APPLICANT hereby acknowledges the COUNTY'S right to inspect the area(s) governed by this AGREEMENT at any time to assure compliance with this AGREEMENT and all plans and specifications. All reviews, however, shall be performed at the COUNTY'S discretion and are strictly to assure compliance with this AGREEMENT and project plans and specifications. APPLICANT HEREBY ACKNOWLEDGES THAT THE COUNTY VIA SAID REVIEWS IS NOT THE EMPLOYER, SUPERVISOR, PRINCIPAL OR AGENT OF APPLICANT. APPLICANT is at all times an independent contractor with full responsibility for all obligations and responsibilities imposed under this AGREEMENT and imposed by law.

16. If a County maintained Thoroughfare Plan Road is cut open, APPLICANT shall adhere to the procedures in Land Development Division PPM EL-O-3605, including Form 3605.1 (Open Cut Restoration for Thoroughfare Plan Roads). If a Non-Thoroughfare Plan Road is cut open, APPLICANT shall adhere to Land Development Division PPM EL-O-3606, including Form 3606.1 (Open Cut Restoration for Non-Thoroughfare Plan Roads).

17. If an asphalt driveway is cut and patched, the entire driveway shall be overlaid with a minimum one inch of asphalt, or entirely replaced. If a concrete driveway is cut, it shall be entirely replaced. Replacement area is from the intersecting road to the property line.

18. All areas in the right-of-way shall be left in a condition equal to or better than existed prior to construction. Shoulders disturbed within 8 feet of the edge of pavement shall be stabilized a minimum 50 PSI Florida Bearing Value, 6 inches in depth. Existing drainage shall not be impeded. Sidewalk areas disturbed during construction shall be maintained until repaved.

19. APPLICANT certifies notification has or will be given at least 48 hours (excluding Saturday, Sundays and legal holidays) prior to starting excavation, to anyone having the right to bury gas pipe line within the public or private street, alley, right-of-way or gas utility easement for purposes of obtaining information concerning the possible location of gas pipe lines in the area of proposed excavation.

20. APPLICANT shall provide and install pavement markings (thermoplastic, unless approved otherwise by COUNTY Traffic Engineer), and reflective pavement markers in accordance with Palm Beach County Traffic Division's latest Typicals for Pavement Markings, Signing and Geometrics.

21. If traffic signalization equipment is in the area of construction, notify COUNTY Traffic Operations at (561)233-3900. Do not disturb any material within six feet of a traffic signal pole or a guy wire and anchor. If any damage to the equipment occurs during construction, it shall be repaired by Traffic Operations at APPLICANT's expense.

22. If previously approved construction is underway in the same location as indicated on a location approved under this AGREEMENT, APPLICANT shall obtain permission to work from the contractor doing the underway construction. If not granted, the construction under this AGREEMENT shall not be done until the underway construction is finalized by the Palm Beach County Construction Coordination Division.

23. When plastic pipe is permitted for boring, it shall meet the standards as set forth in the latest Florida Department of Transportation Design Standards.

24. For all underground installation provide a minimum cover of 36 inches in the right-of-way of Thoroughfare Plan Roads and a minimum of 30 inches for all others. Maintain a minimum clearance of 12 inches over or under drainage facilities.

25. The permittee shall be responsible for coordinating the installation of LPR with existing utilities/cable TV. Should damage occur to the existing utility/cable TV facilities during installation or in the future due to LPR, APPLICANT shall be responsible for repair costs.

26. This AGREEMENT does not in any way create any rights on the part of the APPLICANT to obtain a permit from a state or federal agency and does not create any liability on the part of the COUNTY for signing this AGREEMENT if APPLICANT fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

27. **Insurance.** APPLICANT shall provide, pay for and maintain satisfactory to COUNTY the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of Florida and having a rating reasonably acceptable to COUNTY. All liability policies shall provide that COUNTY is an additional insured as to the activities under this AGREEMENT. The required coverages must be evidenced by properly executed Certificates of Insurance forms. The Certificates must be signed by the authorized representative of the insurance company and shall be filed and maintained with COUNTY annually. Thirty (30) days advance written notice by registered, certified or regular mail or facsimile as determined by COUNTY must be given to COUNTY of any cancellation, intent not to renew or reduction in the policy coverages. The insurance requirements may be satisfied by evidence of self-insurance or other types of insurance acceptable to COUNTY.

The limits of coverage of insurance required shall be not less than the following:

- a. Worker's Compensation and Employer's Liability Insurance Worker's Compensation - Florida Statutory Requirements Employer's Liability
 - \$100,000 each accident
 - \$500,000 disease--policy limit
 - \$100,000 disease--each employee
- b. Comprehensive General Liability Bodily injury and property damage
 - \$1,000,000 each occurrence
 - \$3,000,000 general aggregate
- c. Automobile Liability
 - Bodily injury and property damage
 - \$1,000,000 combined single limit each accident.

28. All notices or inquiries required or allowed by this AGREEMENT shall be delivered in person or mailed by Certified Mail, Return Receipt Requested, with sufficient postage affixed, to the party to whom such notice is to be given. Notices are to be sent to the following locations:

As to the activities of the COUNTY and APPLICANT:

PALM BEACH COUNTY: Palm Beach County Engineering and Public Works Department
Attn: Tanya N. McConnell, Deputy County Engineer
P.O. Box 21229
West Palm Beach, FL 33416-1229

With a copy to: Palm Beach County Attorney's Office
Attn: Yelizaveta "Liz" Herman
Assistant County Attorney
P.O. Box 1989
West Palm Beach, FL 33416-1229

APPLICANT: _____
Attn: _____

29. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

30. This AGREEMENT represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this AGREEMENT.

31. Any costs or expenses including reasonable attorney's fees associated with the enforcement of the terms or conditions of this AGREEMENT shall be borne by the respective parties.

32. This AGREEMENT shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this AGREEMENT shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

33. APPLICANT shall maintain books, records and documents to justify all charges, expenses and costs incurred under this AGREEMENT.

34. APPLICANT shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers free and harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages or causes of action of every kind or character including attorney's fees, whether at trial or appellate levels or otherwise arising during and as a result of the APPLICANT's performance of the terms of this AGREEMENT or due to the acts or omissions of the APPLICANT. The APPLICANT's aforesaid indemnity and hold harmless obligations shall apply to the fullest extent permitted by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall constitute a waiver of sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of this AGREEMENT.

35. The Parties agree that neither party conducts business with nor appropriate funds to any entity that practices discrimination on the basis or race, color, national origin, disability, religion,

ancestry, sex, age, familia status, marital status, sexual orientation, gender identity or expression, disability, or genetic information.

36. APPLICANT is, and shall be, in the performance of all work, services and activities under this AGREEMENT, an independent contractor and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to the AGREEMENT shall at all times in all places be subject to the APPLICANT's sole direction, supervision, and control. The APPLICANT shall exercise control over the means and manner in which its employees, agents or contractors perform the work in all respects. The APPLICANT's relationship and the relationship of its employees, agents or contractors to the COUNTY shall be that of an independent contractor and not as employees or agents of the COUNTY.

37. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original.

38. APPLICANT shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this AGREEMENT. The APPLICANT further agrees to include this provision in all contracts issued as a result of this AGREEMENT.

39. As provided in F.S 287.132-133, as may be amended from time to time, by entering into this AGREEMENT or performing any work in furtherance hereof, the APPLICANT shall have its contractors certify that their affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof.

40. The preparation of this AGREEMENT has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constrain, be construed more severely against one of the parties than the other.

41. Neither the COUNTY nor the APPLICANT shall assign, sublet, convey or transfer its interest in this AGREEMENT without the prior written consent of the other.

42. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith. Except that either party may from time to time change the address to which notice under this AGREEMENT shall be given upon three (3) days prior written notice to the other party.

43. 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's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records to require the production of records, and to audit, investigate, monitor, and inspect the activities of the APPLICANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and 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.

44. No provision of this AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this

AGREEMENT, including, but not limited to, any citizen or employees of the COUNTY and/or the APPLICANT.

45. This AGREEMENT shall become effective immediately upon the execution by both parties and upon filing with the Clerk of the Circuit Court of Palm Beach County, Florida.

EXECUTED by APPLICANT this _____ day of _____, 20_____.

(APPLICANT Seal)

ATTEST:

BY: *Vivian Mendez*
(Signature)
Vivian Mendez
(Print Name/Title)

BY: *Shayna Edwards*
(Signature)
Shayna Edwards
(Print Name/Title)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: *Eisa T. Flaherty*
(Signature)
Eisa T. Flaherty
(Print Name/Title)

APPROVED AS TO TERMS AND CONDITIONS

BY: *Thomas J. Baird*
(Signature)
Thomas J. Baird
(Print Name/Title)

EXECUTED by COUNTY this _____ day of _____, 20_____.

(COUNTY Seal)

ATTEST:

Sharon R. Bock
Clerk & Comptroller

By: _____
Deputy Clerk

Palm Beach County, Florida
by its Board of County Commissioners

By: _____
Melissa McKinlay
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Yelizaveta Herman
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Motasem A. Al-Turk, Ph.D., P.E.
Traffic Division Director