

## **Interlocal Agreement**

This Interlocal Agreement ("Agreement") permitting the installation and maintenance of electronic sensors on Instructional Television communication towers located on the School Board of Palm Beach County's property ("Towers") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, with the School Board of Palm Beach County, Florida, (the "School Board"), and Ric Bradshaw in his official capacity as the Palm Beach County Sheriff (the "Sheriff").

### **WITNESSES THAT:**

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

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

**WHEREAS**, the Sheriff and School Board wish to put in place a formal process whereby the School Board staff can review, on a case by case basis, the Sheriff's request to place electronic sensors on specific School Board-owned towers located at School Board facilities ("Towers"). These electronic sensors will be used as part of an alarm system which will contribute to neighborhood safety.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

### **AGREEMENT**

#### **SECTION 1 Purpose**

The purpose of this agreement is to allow the Sheriff access to the Towers, in order to place electronic sensors on the Towers. The electronic sensors are designed to locate the origin of

gunshots to facilitate public safety, law enforcement and investigation. The Sheriff shall immediately share, either directly through an arrangement with the Sheriff's Contractor (as hereinafter defined) or immediately upon receipt of that data from Sheriff's Contractor, all data gathered from the electronic sensors with the School Board's Police Department Dispatch. The Sheriff shall also provide the School Board Police Chief with a monthly Shot Spotter report at the beginning of each month.

**Section 2    Installation**

The Sheriff shall install the approved electronic sensors, on the Towers, at no cost to the School Board, and the Sheriff shall pay for any and all operation, maintenance and repair costs for the electronic sensor. The electronic sensors shall be mounted on each Tower at a mutually agreeable location. Prior to commencing installation of the electronic sensors, the Sheriff shall submit detailed plans and specifications for the installation of the electronic sensors, including but not limited to, the specifications of the antenna and mounting hardware, the name of the school or location of the Tower and the height on the Tower on which the electronic sensor will be installed and the name of the contractor that will perform the installation, together with the Electronic Sensor Placement Request attached hereto as Exhibit A to the School Board's Senior Broadcast Logistics Engineer (or the individual in the equivalent position in the event that the Senior Broadcast Logistics Engineer position no longer exists) for written approval together with documentation establishing with reasonable certainty that (i) the electronic sensor will not cause the Tower load capacity to be exceeded; and (ii) the electronic sensor will not cause interference with existing or future anticipated equipment on the Tower. For purposes of this paragraph, the School Board's Senior Broadcast Logistics Engineer shall be authorized to approve or reject all plans and specifications and other documentation provided by the Sheriff on behalf of the School Board, without further approval of the School Board. The Sheriff shall provide appropriate insurance, as required by the School Board, during the time the electronic sensor is located on the Towers. The Sheriff shall operate the electronic sensor in full compliance with Federal Communications Commission requirements and shall not interfere with the communications configurations, frequencies or operating equipment which exists on the Tower or is added in the future. If the School Board reasonably determines that the Sheriff's operation of the electronic sensor is causing interference or undesirable effects on the operations by the School Board (or other existing party authorized by the School Board to so operate) on other frequencies or other spectrum, or if a third party complains of interference from the Sheriff's electronic sensor, then the Sheriff shall immediately discontinue its use of the electronic sensor until such time as the parties mutually agree on technical or other solutions

that will eliminate the interference. The installation of the electronic sensor and all regular maintenance and repair of the electronic sensor by the Sheriff or its agents shall be coordinated with the School Board's Senior Broadcast Logistics Engineer providing a minimum of thirty (30) days prior written notice. Notice of any emergency maintenance or repairs of the electronic sensor by the Sheriff shall be given to the Senior Broadcast Logistics Engineer as soon as practical. The Sheriff shall ensure that the Tower is safe and secured at all times that the Sheriff is performing work and that such work is conducted in such a way as to avoid the risk of personal injury to the students, visitors, faculty and staff of the School Board. Access to the Tower shall be provided to the Sheriff at all reasonable times and coordinated with the School Board's Senior Broadcast Logistics Engineer.

The School Board agrees to provide the Sheriff 60 days notice in the event that either:

- a) The specific location of the electronic sensor on any Tower needs to be changed
- OR
- b) The electronic sensor needs to be removed from the Tower

The Sheriff shall use a contractor for installing, repairing and maintaining the electronic sensor ("Sheriff's Contractor") that is acceptable to the School Board's Senior Broadcast Logistics Engineer, in his reasonable discretion.

### **Section 3 Location and Equipment Subject to Agreement**

The terms of this Agreement shall apply to Instructional Television communication Towers located at any individual school or administrative facility where the School Board's Senior Broadcast Logistics Engineer deems agreeable. Pursuant to Florida Statute §119.071(3) the facilities where the electronic sensors will be placed is exempt from disclosure and will be memorialized in writing between the parties. Further, pursuant to Florida Statute §119.071(2)(d), the existence of, and any records thereto, regarding the use and operation of the electronic sensors that are the subject of this Agreement are exempt from disclosure. In the event that a public records request is received by the School Board for this Agreement or for records relating to the electronic sensors, the School Board shall promptly notify the Sheriff and assert said exemption on the Sheriff's behalf. The Sheriff shall promptly move for a protective order or defend the assertion of the exemption in any action against the School Board relating to the production of such records, as applicable.

**Section 4    Term:**

This Agreement shall have an initial term of five years and may be renewed, upon mutual consent of both parties, for four 5 year renewal terms.

**Section 5    Indemnification**

Without waiving the right to sovereign immunity in general and as provided by §768.28 Florida Statutes, both the School Board and the Sheriff acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Florida State Legislature. In the event that either the School Board or the Sheriff maintains third-party Commercial General Liability in lieu of exclusive reliance of self-insurance under §768.28 Florida Statutes, that party shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage, or such amount which is equal to the per occurrence waiver as amended by the Florida State Legislature. Both the School Board and the Sheriff agree to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, both the School Board and the Sheriff shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which both the School Board and the Sheriff agree to recognize as acceptable for the above mentioned coverage. Compliance with the foregoing requirements shall not relieve either the School Board or the Sheriff of its liability and obligations under this Agreement.

Additionally, the Sheriff shall provide or cause to be provided to the School Board the following proof of insurance coverages covering the Sheriff's Contractor and naming the School Board as an additional insured, prior to the Sheriff's Contractor performing any work on any School Board-owned property:

- A. **WORKERS' COMPENSATION:** Sheriff's Contractor must comply with Chapter 440, F.S., Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
  
- B. **COMMERCIAL GENERAL LIABILITY:** Sheriff's Contractor shall procure and maintain, for the life of this Agreement, Commercial General Liability Insurance.

This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of work pursuant to this Agreement. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

- C. **BUSINESS AUTOMOBILE LIABILITY:** The Sheriff's Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

- D. **PROFESSIONAL LIABILITY:** The Sheriff's Contractor shall procure and maintain Professional Liability Insurance for the life of this Agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from the Sheriff's Contractor's performance of work under this Agreement. The minimum limits of coverage shall be \$10,000,000 with a deductible not to exceed \$5,000. The deductible shall be the responsibility of the Sheriff's Contractor.

This policy must be continued or tail coverage provided for two years after completion of this Agreement.

## **Section 6 Miscellaneous**

No provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim, or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner

so as to effectuate the intention of the parties. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive. All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party who shall make a good faith effort to resolve the dispute. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed on behalf of each party hereto. Notwithstanding any provision of this Agreement to the contrary, the use of the School Board facilities by the Sheriff shall only amount to a license to use the School Board facilities on a non-exclusive basis. The parties agree that nothing in this Agreement shall be construed as granting the Sheriff any title, interest or estate in the School Board facilities. The School Board's property and facilities shall not be subject to liens arising from the Sheriff's use of the Tower, or exercise of the rights granted hereunder. Neither party is an agent or servant of the other. No person employed by either party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. In the event the facilities are damaged by the Sheriff, the Sheriff shall promptly notify the School Board in writing of the damage and shall reimburse the School Board for the actual costs to repair the damage. Reimbursement shall be made within sixty (60) days of a written request for reimbursement of costs.

**Section 7    Notice**

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid, and certified return receipt requested to the following addresses or such other addresses as the parties may provide to each other in writing:

**To: School Board:** Dave McKinley, Senior Broadcast Logistics Engineer  
505 South Congress Avenue  
Boynton Beach, FL 33426

With a copies to: Palm Beach County School District  
Planning and Real Estate Services Department  
3300 Forest Hill Boulevard, Suite C-110  
West Palm Beach, FL 33406

General Counsel  
P.O. Box 19239  
West Palm Beach, FL 33416

To: **SHERIFF:** Captain Nancy Grimes  
Palm Beach County Sheriff's Office  
38840 State Road 80  
Belle Glade, FL 33430

With a copy to: Colonel Joseph Bradshaw  
Palm Beach County Sheriff's Office  
Department of Legal Affairs  
3228 Gun Club Road  
West Palm Beach, FL 33406

**Section 8 Entire Agreement**

This Agreement represents the entire agreement between the School Board and the Sheriff and supersedes all prior agreements or representations, whether written or oral, with respect to the subject matter hereof. No provision of this Agreement may be changed or amended except by written agreement signed by both Agencies. This Agreement shall be binding upon the School Board and the Sheriff and their respective successors and assigns.

**Section 9 Filing**

This Agreement will become effective upon filing a copy of the signed Agreement with the Palm Beach County Clerk & Comptroller's Office.

**Section 10 Participation**

This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have participated in drafting the same.

**Section 11 Venue for Dispute Resolution**

This Agreement shall be construed in accordance with the laws of the State of Florida. Should any litigation arise from this Agreement, venue shall lie in Palm Beach County, Florida.

**Section 12 Binding Agreement**

This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

**Section 13 Subject to Funding**

Each party's performance and obligations for subsequent fiscal years are contingent upon annual appropriations for its purpose by the respective governing bodies.

**Section 14 Nondiscrimination**

The Sheriff warrants and represents that 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 and expression.

**Section 15 Access and Audits**

The Sheriff agrees and understands that the School Board's Office of Inspector General ("School Board's Inspector General") shall have access to all papers, books, records, documents, information, processes (including meetings), data and emails, with regard to this Agreement, to the extent such information is a public record ("Agreement Documents"). The Sheriff's employees, vendors, officers and agents shall furnish the School Board's Inspector General with requested information and Agreement Documents within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the School Board's Inspector General in locating assets and obtaining records and Agreement Documents as needed for investigation or audit relating to this Agreement, to the extent such information and Agreement Documents are a public record. The Sheriff acknowledges that the public records exemption contained in Florida Statute §119.071 shall not constitute a basis for the Sheriff not providing the Agreement Documents to the School Board's Inspector General.



However, any and all public records exemptions contained in Florida Statute §119.071 that apply to the Agreement Documents provided to the Inspector General shall be maintained and asserted by the Inspector General accordingly.

**Section 16 Acceptance of Facilities**

The School Board shall not be required to make any improvements or repairs to the Tower or associated School Board-owned facilities as a condition of use of the Tower by the Sheriff. The Sheriff shall accept the facilities in their "As Is", "Where Is" condition. The Sheriff acknowledges and agrees that that the School Board has not made any warranties or representations to the Sheriff regarding the facilities, including, but not limited to, any representations or warranties regarding the suitability of the facilities for use by the Sheriff.

**Section 17 Termination**

This Agreement may be canceled with or without cause by either party during the term hereof upon sixty (60) days written notice to the other party of its desire to terminate this Agreement.

**Section 18 Waiver of Jury Trial**

Each of the parties hereto hereby knowingly, voluntarily and intentionally waives the right either of them may have to a trial by jury in respect of any litigation based here on, or arising out of, under or in connection with this agreement.

**Section 19 Jessica Lunsford**

All of Sheriff's Contractor's employees who are permitted access to the School Board's property when students are present must undergo level 2 screening. Level 2 screening consists of fingerprinting and a background check, as set forth in Section 1012.32, Florida Statutes. The Sheriff's Contractor shall insure that all Sheriff's Contractor's employees submit to a background check, including fingerprinting by the School Board's Police Department, at the sole cost of the Sheriff or the Sheriff's Contractor. No employee of Sheriff's Contractor shall be permitted access to the School Board's facilities when students are present until he or she receives notice of clearance by the School Board. Neither the School Board, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of any employee of Sheriff's Contractor (or discontinuation of the employee's services) on the basis of these compliance obligations. The Sheriff agrees that no employee of Sheriff's Contractor who meets the above conditions and who has been convicted or who is currently under investigation

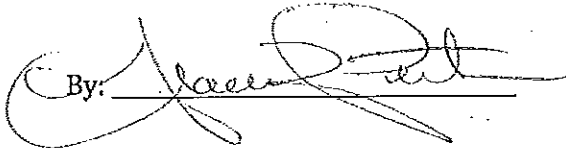
*Agreement with Ric Bradshaw, Palm Beach County Sheriff and the School Board of Palm Beach County, Florida*

*Re: Mounting Electronic Sensors on School Board ITV communication towers*

for a crime delineated in Section 435.04, Florida Statutes, will be permitted access to the School Board's property when students are present.

**IN WITNESS WHEREOF**, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above.

**ATTEST:**

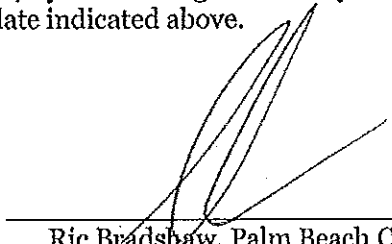
By: 

**ATTEST:**

By: \_\_\_\_\_  
E. Wayne Gent, Superintendent

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By:  3/26/13  
School Board Attorney  
Blair Littlejohn

By:   
Ric Bradshaw, Palm Beach County Sheriff

**SCHOOL BOARD OF PALM BEACH COUNTY,  
FLORIDA**

By: \_\_\_\_\_  
Chuck Shaw, Chairman

**APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY**

By:   
Sheriff's Agency Attorney

**EXHIBIT A**

**EXEMPT FROM PUBLIC RECORDS PURSUANT TO F.S. §119.071(3)**

**Electronic Sensor Placement Request**

**1. Date:** \_\_\_\_\_

**2. Tower Location:** \_\_\_\_\_

**3. Detailed Description of the Project:**

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**4. Electronic Sensor and Mounting Hardware Specifications:**

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**5. Requested Tower Attachment Height:**

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**6. Requestor Contact Information:**

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**7. Contractor Contact Information**

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Request Submitted By:

\_\_\_\_\_  
Director, \_\_\_\_\_

Date \_\_\_\_\_

**SCHOOL BOARD APPROVALS**

Technical Requirements Approved By:

Real Estate Requirements Approved By:

\_\_\_\_\_  
Senior Broadcast Logistics Engineer

\_\_\_\_\_  
Director, Planning & Real Estate Services

Building Code Compliance Approved By:

\_\_\_\_\_  
Director, Building Department