

Agenda Item # 06A

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

**AGENDA ITEM:** APPROVAL AND AUTHORIZATION FOR THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH BROADCAST SYSTEMS INC. IN AN AMOUNT NOT TO EXCEED \$100,000 FOR THE PURCHASE AND INSTALLATION OF SECURITY CAMERAS IN: FERRIN, TODD ROBINER AND BOB MARCELLO PARKS, BY PIGGYBACKING GSA CONTRACT #GSO7F173GA.

**ISSUE:** To provide added security measures in the Village's Parks and Recreation facilities. This project is budgeted in PR2003, Account #303-7200-572-64-99 and is included in the Village's Strategic Plan (G-4PA01)

**RECOMMENDED ACTION:** Staff recommends approval.

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Initiator:	Village Manager	Agenda	Village Council
Lou Recchio	Approval:	Date:	Action:
Director of Parks and Recreation		11/21/19	

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<b>AGREEMENT</b>	
Village of Royal Palm Beach, Florida	Contractor: ER Tech Systems Group, Inc. d/b/a Broadcast Systems
<i><b>Piggy-back Agreement: GSA Contract #GS07F173GA for security camera installation services referenced in the Agreement dated October 21, 2017</b></i>	Piggy-back Agreement with the Village of Royal Palm Beach for security system installation services

This Agreement, entered into this \_\_\_\_\_ day of November, 2019, effective the date it has been executed by both parties, by and between ER Tech Systems Group, Inc. d/b/a Broadcast Systems, a Florida corporation registered in the State of Florida (“**Contractor**”), and the Village of Royal Palm Beach, Florida, a municipal corporation, hereinafter referred to as the “Village”.

**WITNESSETH:**

Village and **Contractor**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and value of which is hereby acknowledged by both parties, hereby agree as follows:

1. Village and **Contractor** both hereby agree to enter into an agreement for security camera installation services and to piggy-back the unit rates and any other related service pricing rates set forth pursuant to the GSA Contract GS07F173GA between the U.S. Government and the **Contractor** dated October 21, 2017 (the “Piggy-back Agreement”) This Agreement will commence on date written above and may run concurrently with the term(s) of the Piggy-back Agreement and any renewals thereto, unless terminated earlier by the parties. All general terms and provisions in the Piggy-back Agreement shall be assumed to also pertain to the Village of Royal Palm Beach and be binding upon **Contractor** relative to this Agreement.
  
2. The unit rates for this Agreement are as specifically set forth herein and according to the Piggy-back Agreement as applied to the Village, including all documentation required thereunder, set forth as Attachment “A” and incorporated herein, unless specifically modified hereinbelow. Both parties hereby agree and acknowledge that this four (4) page Agreement, together with attached Piggy-back Agreement documents and all bonds or insurance documents referencing the “Village of Royal Palm Beach” made applicable pursuant to this Agreement or the Piggy-back Agreement requirements, shall constitute the entire Agreement.
  
3. Notice as required in the Agreement documents shall be sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

<p><b>Village:</b>  Village of Royal Palm Beach  1050 Royal Palm Beach Boulevard  Village of Royal Palm Beach, Florida 33411</p> <p>Attn: Ray Liggins, P.E., Village Manager</p>	<p><b>Contractor:</b>  ER Tech Systems Group, Inc.  205 NW 12<sup>th</sup> Avenue, Suite 201  Pompano Beach, Florida 33069</p> <p>Attn: Nicholas M. Ehr, Director</p>
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4. **Contractor** shall perform the security cameras and installation services outlined in Exhibit A at the agreed upon unit pricing as set forth in conformance with the Piggy-back Agreement, for the specific services requested by the Village at the locations identified within the Village by the Director of Parks and Recreation. Lou Recchio, or designee, shall be the contract administrator on behalf of the Village.

5. The Parties may terminate this agreement by providing a thirty (30) day written notice to the other party. Unless otherwise terminated, the initial term of the agreement shall be effective for one hundred and eighty (180) days from execution.

6. The **Contractor** shall list the Village of Royal Palm Beach as the Certificate Holder and additional insured on the Comprehensive General Liability Policy and the Automobile Liability Coverage.

7. The **Contractor** understands and agrees that, with regard to the **Contractor's** performance of any and all services provided pursuant to this Agreement, the **Contractor** assumes full responsibility for its compliance with all federal, state, and local laws, rules, regulations, ordinances, directives, and guidelines, or any other laws which may govern or regulate such services, the **Contractor's** status as a provider of such services, and the **Contractor's** employment relationship with others.

The **Contractor** agrees, to the fullest extent permitted by law, to indemnify, save, hold harmless, and defend the Village, its officials, representatives, agents, servants, and employees from and against any and all claims, suits, demands, liabilities, losses, and/or causes of action, including all attorney's fees and court costs, including appeals, which may arise from any and all negligent acts, gross negligent acts, intentional, willful or wanton conduct, or omissions of the **Contractor** or the **Contractor's** agents, employees, staff or substitutes during the performance of the **Contractor's** services under this Agreement. The Village agrees, to the fullest extent permitted by law, to indemnify, save, hold harmless, and defend the **Contractor**, its officials, representatives, agents, servants, and employees from and against any and all claims, suits, demands, liabilities, losses, and/or causes of action, including all attorney's fees and court costs, including appeals, which may arise from any and all negligent acts, gross negligent acts, intentional, willful or wanton conduct, or omissions of the Village or the Village's agents, employees, staff or substitutes during the performance of the **Contractor's** services under this Agreement.

Nothing contained in this Agreement or this Section shall be deemed a waiver of the Village's sovereign immunity as set forth in Section 768.28, *Florida Statutes*. This indemnification provision shall survive the termination or expiration of this Agreement.

8. Pursuant to Palm Beach County Code Sec. 2-421—2-432., Palm Beach County established the Office of Inspector General, which is authorized and empowered to review past, present, and proposed VILLAGE agreements, contracts, transactions, accounts and records. All parties doing business with the VILLAGE will fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the VILLAGE, its officers, agents, employees, and lobbyists in order to ensure compliance with this Agreement, and to detect waste, corruption, and fraud.

9. In accordance with Sec. 119.0701, *Florida Statutes*, the **Contractor** must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, the **Contractor** must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A **Contractor** who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, the **Contractor** shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the **Contractor** does not transfer the records to the Village. Finally, upon completion of the Agreement, the **Contractor** shall transfer, at no cost to the Village, all public records in possession of the **Contractor**, or keep and maintain public records required by the Village. If the **Contractor** transfers all public records to the Village upon completion of the Agreement, the **Contractor** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **Contractor** keeps and maintains public records upon completion of the Agreement, the **Contractor** shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5102, OR AT [ddisanto@royalpalmbeach.com](mailto:ddisanto@royalpalmbeach.com), OR AT 1050 ROYAL PALM BEACH BOULEVARD, ROYAL PALM BEACH,**

**FLORIDA 33411.**

10. This Agreement shall be construed and controlled under the laws of the State of Florida. Venue for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement shall be exclusively in the 15<sup>th</sup> Judicial Circuit In and For Palm Beach County, Florida for state actions and in the United States District Court for the Southern District of Florida, West Palm Beach Division for federal proceedings.

11. This four (4) page Agreement, along with other documents referenced in paragraph 2 above, constitutes the entire Agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement.

**WITNESSES:**

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\_\_\_\_\_

**Contractor:**

**ER TECH SYSTEMS GROUP, INC.**

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**NICHOLAS M. EHR, Director**

**Date:** \_\_\_\_\_, 2019

**WITNESSES:**

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**VILLAGE OF ROYAL PALM BEACH:**

\_\_\_\_\_  
**RAYMOND LIGGINS, P.E.,  
Village Manager**

**DATE:** \_\_\_\_\_, 2019

**ATTEST:**

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**Diane DiSanto, Village Clerk**