

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 1, 2008

☒ Consent  
☐ Ordinance

☐ Regular  
☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: A) Agreement with the City of Boca Raton for the period April 1, 2008, through March 31, 2011, in an amount not-to-exceed \$350,000 for Boca Raton's governmental television channel equipment; and B) Budget Transfer of \$350,000 within the \$25M GO Parks and Cultural Improvements Bond Fund - 2003 from Reserves to Boca Raton television channel equipment.

**Summary:** This Agreement provides funding for the purchase and installation of equipment for Boca Raton's television channel. The Agreement allows for the reimbursement of pre-Agreement expenses incurred subsequent to February 27, 2007. Funding is from the 2002 \$50 Million Recreational and Cultural Facilities Bond referendum - District 4. District 4 (PK)

**Background and Justification:** On November 5, 2002, a bond referendum was passed by the voters of Palm Beach County in the amount of \$50 Million for the issuance of general obligation bonds for the purpose of financing the acquisition, construction of, and/or improvements to certain recreation and cultural facilities. This project represents one such recreational/cultural project.

Project elements include the purchase and installation of a headend/master control/playout system, mobile portable TV studio, grip and lighting equipment, studio equipment, and other miscellaneous expenses relating to the project. The equipment will provide enhanced emergency capabilities, live broadcasting, satellite programming, and live coverage to the City from the Mizner Park Cultural Building and Amphitheater. Portable studio and camera uses include the capability to shoot anywhere in the City, broadcast live performances of the arts from the Mizner Park Amphitheater and Cultural Building, telecast holiday parades, and inform the public regarding community activities, annual reports, and meetings. The total cost of the project is estimated to be \$350,000.

The specified completion date of the project and the submission of reimbursement documentation for the project is March 31, 2011. The term of the Agreement is until March 31, 2038, which is the standard 30 year term for Bond Agreements. The Agreement has been executed on behalf of the City of Boca Raton, and now needs to be approved by the Board of County Commissioners.

**Attachments:**

1. Agreement
2. Budget Transfer

Recommended by: \_\_\_\_\_

Department Director

3-13-08  
Date

Approved by: \_\_\_\_\_

Assistant County Administrator

3-24-08  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	<u>350,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>350,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

Is Item Included in Current Budget? Yes        No X  
Budget Account No.: Fund        Department        Unit         
Object        Program       

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

\$25M GO 03, Parks & Cultural Facilities      3019-581-9900-9908      \$350,000

C. Departmental Fiscal Review:       ckopelakis      

## III. REVIEW COMMENTS

### A. OFMB Fiscal And/Or Contract Development and Control Comments:

Jim Orr 3/19/08  
OFMB 3/19/08 SH 3/19/08 CN 3/17/08

Jim J. Abbott 3/21/08  
Contract Development & Control 3/20/08

### B. Legal Sufficiency:

This Contract complies with our  
contract review requirements.

Paul F. Jr 3/24/08  
Assistant County Attorney

### C. Other Departmental Review:

REVISED 09/2003  
ADM FORM 01

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE CITY OF BOCA RATON FOR FUNDING OF BOCA RATON'S  
GOVERNMENTAL TELEVISION CHANNEL**

**THIS INTERLOCAL AGREEMENT** is made and entered into on \_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the City of Boca Raton, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

**WITNESSETH:**

**WHEREAS**, MUNICIPALITY operates a governmental television channel for the south county area; and

**WHEREAS**, MUNICIPALITY desires to acquire equipment to create a headend/master control/playout system with the server based system located at the Boca Raton Cultural Center; and

**WHEREAS**, MUNICIPALITY has asked COUNTY to financially participate in the acquisition of said equipment (the "Project"); and

**WHEREAS**, on November 5, 2002, a bond referendum was passed by the voters of Palm Beach County, as amended, for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to certain recreation and cultural facilities, in the principal amount of \$50 Million ("the \$50 Million Recreation and Cultural Facilities Bond"); and

**WHEREAS**, the COUNTY has approved a recreation and cultural facilities project list, as amended, and proposed funding allocations for the \$ 50 Million Recreation and Cultural Facilities Bond; and

**WHEREAS**, the Project represents one such recreation/cultural project; and

**WHEREAS**, MUNICIPALITY desires to operate and maintain the Project upon its completion; and

**WHEREAS**, the Project shall benefit all residents of Palm Beach County; and

**WHEREAS**, Section 163.01, Florida Statutes, permits public agencies 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**, both parties desire to increase the recreational and cultural opportunities for residents of Palm Beach County and to enter into this Interlocal Agreement.

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

#### **ARTICLE 1: GENERAL**

Section 1.01 The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Interlocal Agreement is to enhance recreational and cultural opportunities for use by the public and thereby provide a mechanism for COUNTY to assist MUNICIPALITY in the funding of the Project.

Section 1.03 COUNTY will pay to MUNICIPALITY a total amount not to exceed \$350,000 for the acquisition of the Project as more fully described in the Project Description and Cost Estimate attached hereto and made a part hereof as Exhibit "A". MUNICIPALITY recognizes that COUNTY's funding of the Project is being paid from the proceeds of tax-exempt bonds issued by COUNTY. MUNICIPALITY agrees to provide COUNTY with a certification, in a form acceptable to the COUNTY, from MUNICIPALITY's chief financial officer or independent accountant that each cost item for which COUNTY funding is requested under Article 3 of this Interlocal Agreement constitutes a capital expenditure. In that regard, an item is considered a capital expenditure where the item has a useful life and benefit beyond one year or extends the Project's use beyond one year.

Section 1.04 MUNICIPALITY agrees to provide funding in an amount of \$0 or greater to complete the Project. The parties agree that COUNTY shall provide its portion of the funding only after MUNICIPALITY has expended \$0.

Section 1.05 COUNTY's representative during the design and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, telephone no. (561) 966-6685. MUNICIPALITY's representative during the acquisition of the Project shall be George Brown, Assistant City Manager, Boca Raton, 561-393-7707.

Section 1.06 MUNICIPALITY shall utilize its procurement process for all acquisition services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have no contractual obligation to any person retained by MUNICIPALITY with regard to the Project. Any dispute, claim, or liability that may arise as a result of MUNICIPALITY's procurement is solely the

responsibility of MUNICIPALITY and MUNICIPALITY hereby holds COUNTY harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

## **ARTICLE 2: DESIGN AND CONSTRUCTION**

Section 2.01 MUNICIPALITY shall be responsible for the design and construction of the Project. MUNICIPALITY shall design and construct the Project in accordance with Exhibit "A", attached hereto and made a part hereof, and with all applicable federal, state and local laws, rules and regulations.

Section 2.02 Prior to or upon execution of this Interlocal Agreement by the parties hereto, MUNICIPALITY shall initiate its procurement process to select the necessary professional engineer and/or architect to perform all engineering and/or architectural design work, including, but not limited to, the preparation of plans, permits and specifications necessary for the design and construction of the Project.

Section 2.03 MUNICIPALITY shall provide a copy of the engineer's and/or architect's programming phase documents (i.e., site plan, floor plan, elevations, etc.) to COUNTY's Representative for review. COUNTY's Representative shall review said programming phase documents to ensure consistency with the intent of this Interlocal Agreement.

Section 2.04 MUNICIPALITY shall be responsible for securing all permits and approvals necessary to construct the Project.

Section 2.05 Prior to MUNICIPALITY commencing construction of the Project, MUNICIPALITY shall provide a copy of all plans and specifications, along with the associated costs thereof, to COUNTY's Representative for review to ensure consistency with the intent of this Interlocal Agreement.

Section 2.06 MUNICIPALITY agrees to totally complete the Project and utilize the Project for its intended use within thirty six (36) months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to COUNTY at least ninety (90) days prior to that date, MUNICIPALITY may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny MUNICIPALITY's request for said extension.

Section 2.07 MUNICIPALITY shall submit quarterly project status reports to COUNTY's Representative on or before January 10, April 10, July 10, and October 10 during the design and construction of the Project. These Quarterly reports shall include but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY's Representative.

### ARTICLE 3: FUNDING

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to MUNICIPALITY on a reimbursable basis. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of MUNICIPALITY. Should the total cost of the Project exceed the amount as projected by MUNICIPALITY, MUNICIPALITY shall appropriate and expend the excess funds required for completion of the Project. COUNTY shall not disburse any funds to MUNICIPALITY for the Project until MUNICIPALITY has appropriated and expended said excess funds for the Project.

Section 3.02 COUNTY shall reimburse project costs under the terms of this Interlocal Agreement to MUNICIPALITY on a quarterly basis from the date of execution of this Interlocal Agreement; however, should the need arise for MUNICIPALITY to be reimbursed on a more frequent basis, then COUNTY will, at MUNICIPALITY's specific request for each instance, make its best efforts to reimburse MUNICIPALITY within forty five (45) days of such special request. For each requested payment, MUNICIPALITY shall provide to COUNTY's Representative a fully completed and executed Contract Payment Request Form and a Contractual Services Purchase Schedule Form, attached hereto and made a part hereof as Exhibit "C". Said forms shall include information listing each invoice as paid by MUNICIPALITY and shall include the vendor invoice number; invoice date; and the amount paid by MUNICIPALITY along with the number and date of the respective check or proof of payment for said payment. MUNICIPALITY shall attach a copy of each vendor invoice paid by MUNICIPALITY along with a copy of each respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchase Schedule Form. Further, MUNICIPALITY's Project Administrator and Project Financial Officer shall certify the total funds spent by MUNICIPALITY on the Project and shall also certify that each vendor invoice as listed on the Contractual Services Purchase Schedule Form was paid by MUNICIPALITY as indicated.

Section 3.03 COUNTY shall retain not less than ten percent (10%) of the total amount allocated to MUNICIPALITY for the Project until MUNICIPALITY completes the Project and provides COUNTY with either a Certificate of Occupancy or a Project Completion Certification as determined by COUNTY, and COUNTY receives and approves all documentation as required in accordance with this Interlocal Agreement. COUNTY's representative shall visit the Project site to verify and approve said final reimbursement.

Section 3.04 MUNICIPALITY shall provide a request for final reimbursement to COUNTY no later than ninety (90) days following completion of the Project and provision of either a Certificate of Occupancy or Project Completion Certification to COUNTY.

Section 3.05 County agrees to reimburse MUNICIPALITY an amount not to exceed \$350,000 for those approved pre-agreement costs accruing to the Project subsequent to February 27, 2007, as more fully described in Exhibit "D", Pre-Agreement Cost List.

Section 3.06 For construction projects fully funded by COUNTY, no more than 10% of COUNTY's funding for the project shall be used for design and engineering costs for the project and be eligible for reimbursement under this Interlocal Agreement. For construction projects not fully funded by COUNTY, all design and engineering costs associated with the project shall be borne by the MUNICIPALITY, and will not be eligible for reimbursement from COUNTY.

Section 3.07 COUNTY shall reimburse Project costs only after MUNICIPALITY has expended its share of Project funding in its entirety. MUNICIPALITY shall provide COUNTY with a certification, in a form acceptable to COUNTY, from MUNICIPALITY'S Chief Financial Officer or an independent auditor that MUNICIPALITY has complied with this Project funding provision. COUNTY will be entitled to rely on that certification in reimbursing Project costs to MUNICIPALITY under this Interlocal Agreement.

#### **ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT**

Section 4.01 Upon completion, the Project shall remain the property of the MUNICIPALITY. COUNTY shall not be required to pay MUNICIPALITY any additional funds for any other capital improvement required by or of MUNICIPALITY.

Section 4.02 MUNICIPALITY hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. MUNICIPALITY shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project.

Section 4.03 MUNICIPALITY shall operate and maintain the Project for its intended public use for a term of thirty (30) years from the execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 4.04 The rights and duties arising under this Interlocal Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. MUNICIPALITY may not assign this Interlocal Agreement or any interest hereunder without the express prior written consent of COUNTY.

Section 4.05 It is the intent of COUNTY to issue this funding assistance to MUNICIPALITY for the purpose set forth hereinabove. In the event MUNICIPALITY transfers ownership of the Project to a party or parties not now a part of this Interlocal Agreement, other than another governmental entity that agrees to assume, in writing, MUNICIPALITY's obligations hereunder, COUNTY retains the right to reimbursement from MUNICIPALITY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should MUNICIPALITY transfer management of the project to a party or parties not now a part of this Interlocal Agreement, MUNICIPALITY shall continue to be responsible for the liabilities and obligations as set forth herein. Further,

MUNICIPALITY shall not transfer management of the Project to a third party without the written consent of COUNTY.

## **ARTICLE 5: USE OF THE PROJECT**

Section 5.01 MUNICIPALITY warrants that the Project shall serve a public recreational or cultural purpose and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of MUNICIPALITY. MUNICIPALITY shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status or sexual orientation with respect to use of the Project.

Section 5.02 The term of this Interlocal Agreement shall be for a period of thirty (30) years commencing upon the date of execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY shall restrict its use of the Project to recreational, cultural, civic, community and social purposes only unless otherwise agreed to in writing by the parties hereto.

Section 5.03 MUNICIPALITY shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that COUNTY was a contributor to the development of the Project. Said plaque or marker shall include the County seal and a list of County Commissioners, unless otherwise directed by COUNTY's Representative.

## **ARTICLE 6: ACCESS AND AUDITS**

MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the acquisition of the Project for at least five (5) years after the end of the fiscal year in which the final payment is released by COUNTY, except that such records shall be retained by MUNICIPALITY until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the five (5) year period. COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

## **ARTICLE 7: NOTICES**

Any notice given pursuant to the terms of this Interlocal Agreement shall be in writing and hand delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to COUNTY:

Director of Parks and Recreation  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461



With a copy to:

County Attorney  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

As to MUNICIPALITY:

City Manager  
City of Boca Raton  
City Hall  
201 West Palmetto Park Road  
Boca Raton, Florida 33432

#### **ARTICLE 8: TERMINATION FOR NON-COMPLIANCE**

COUNTY may terminate this Interlocal Agreement upon written notice to MUNICIPALITY for non-compliance by MUNICIPALITY in the performance of any of the terms and conditions as set forth herein and where MUNICIPALITY does not cure said non-compliance within ninety (90) days of receipt of written notice from COUNTY to do so. Further, if MUNICIPALITY does not cure said non-compliance within the time frame specified above, then upon written notice, COUNTY may require MUNICIPALITY to reimburse any funds provided to MUNICIPALITY pursuant to this Interlocal Agreement either in whole or in part once COUNTY has reasonably determined that no other remedy is available.

#### **ARTICLE 9: REMEDIES**

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will 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 or 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. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

#### **ARTICLE 10: FILING**

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

## **ARTICLE 11: INDEMNIFICATION**

It is understood and agreed that MUNICIPALITY is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that COUNTY only contributes funding under this Interlocal Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, MUNICIPALITY shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgements, and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of MUNICIPALITY, its agents, servants and/or employees in the performance of this Interlocal Agreement. The foregoing indemnification shall survive termination of this Interlocal Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Interlocal Agreement, the foregoing indemnification shall apply not only during the term of this Interlocal Agreement but also apply for the period prior to the Interlocal Agreement for which MUNICIPALITY is eligible to receive reimbursement from COUNTY.

## **ARTICLE 12: INSURANCE**

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, MUNICIPALITY acknowledges to be either insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation and Employer's Liability insurance in accordance with Florida Statutes Chapter 440.

MUNICIPALITY agrees to maintain or acknowledges to be self-insured for property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on MUNICIPALITY's replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. MUNICIPALITY shall agree to be fully responsible for any deductible or self-insured retention.

MUNICIPALITY shall agree to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve MUNICIPALITY of its liability and obligations under this Interlocal Agreement.

MUNICIPALITY shall require each Contractor engaged by MUNICIPALITY for work associated with this Interlocal Agreement to maintain:

1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
2. Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence. The COUNTY shall be added an "Additional Insured".
3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Florida Statute 255.05.

#### **ARTICLE 13: PUBLIC ENTITY CRIMES**

As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, MUNICIPALITY certifies that it, its 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 the 36 months immediately preceding the date hereof. This notice is required by Section 287.133 (3)(a), Florida Statutes.

#### **ARTICLE 14: CAPTIONS**

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

#### **ARTICLE 15: SEVERABILITY**

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 16: ENTIRETY OF AGREEMENT**

This Interlocal Agreement represents the entire understanding between COUNTY and MUNICIPALITY, and supersedes all other negotiations, representations or agreements, either written or oral, relating to this Interlocal Agreement. None of the provisions, terms

and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**ARTICLE 17: THIRD PARTY BENEFICIARIES**

This Interlocal Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Interlocal Agreement as a third-party beneficiary or otherwise.

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

**ATTEST:**  
**SHARON R. BOCK**  
**CLERK & COMPTROLLER**

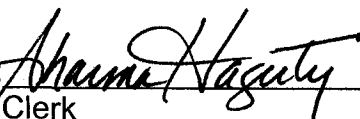
**PALM BEACH COUNTY, FLORIDA BY ITS**  
**BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Commissioner Addie L. Greene, Chairperson

**ATTEST:**

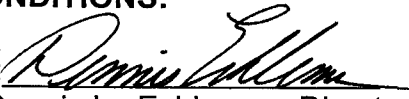
**CITY OF BOCA RATON**

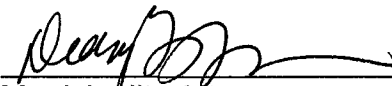
By:   
Clerk

By:   
Mayor

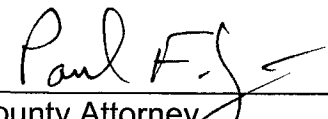
**APPROVED AS TO TERMS AND**  
**CONDITIONS:**

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY:**

By:   
Dennis L. Eshleman, Director  
Parks and Recreation Department

By:   
Municipality Attorney

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY:**

By:   
County Attorney

## LIST OF EXHIBITS

EXHIBIT A	Project Description and Cost Estimate
EXHIBIT B	Legal Description of Property (N/A)
EXHIBIT C	Contract Payment Request Form (Page 1 of 2) and Contractual Services Purchase Schedule Form) (Page 2 of 2)
EXHIBIT D	Pre-Agreement Cost List

## EXHIBIT A

### PROJECT DESCRIPTION AND COST ESTIMATE

## **Boca Raton Government Channel Equipment**

### **General Description of Project**

#### **Headend/Master Control/Playout System**

A server Based Playout system

Emergency Capabilities: Monitor, upload emergency content and update programming remotely.

Live broadcasting, video-on-demand, web streaming and podcasting

Satellite Programming (Florida Channel, NASA, Classic Arts Showcase)

Go Live to City from Mizner Park Cultural Building and Amphitheater

#### **Portable TV Studio/Cameras**

The capability to pack up portable TV studio and shoot anywhere in the City.

Live performances of the arts from Mizner Park Amphitheater and Cultural Building

Shoot and telecast live emergency Content

Emergency tips and Hurricane Workshops

Live telecast of Holiday Parade

Monthly promos from the art museum, Cultural Arts center

City's Annual reports

Safety Tips from Fire and Police Departments

Town Hall meetings

Election debates

Weekly or Monthly television shows from Mizner Park Cultural Building

Emergency updates

**Proposed Budget for City of Boca Raton Television Equipment**

<b>Headend/Master Control/Playout System</b>	<b>213,500</b>
<b>Mobile Portable TV Studio</b>	<b>73,950</b>
<b>Grip &amp; Lighting Equipment</b>	<b>20,000</b>
<b>Studio Equipment</b>	<b>36,750</b>
<b>Contingency</b>	<b>5,800</b>
	<hr/>
<b>Total Budget</b>	<b>350,000</b>



EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY  
**NOT APPLICABLE**

**EXHIBIT C**

**CONTRACT PAYMENT REQUEST FORM AND CONTRACTUAL SERVICES  
PURCHASE SCHEDULE FORM**



PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT

EXHIBIT C

CONTRACT PAYMENT REQUEST

\_\_\_\_\_  
Date

Grantee: \_\_\_\_\_ Project Name: \_\_\_\_\_

Submission #: \_\_\_\_\_ Reimbursement Period: \_\_\_\_\_

Item	Key	Project Costs This Submission	Cumulative Project Costs
Consulting Services	(CS)	_____	_____
Contractual Services	(C)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment, Furniture	(E)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

CS = Consulting Services  
C = Contractual Services  
M = Materials, Supplies, Direct Purchases  
E = Equipment, Furniture

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

\_\_\_\_\_  
Administrator Date

\_\_\_\_\_  
Financial Officer Date

PBC USE ONLY

County Funding Participation \$ \_\_\_\_\_  
Total Project Costs To Date: \$ \_\_\_\_\_  
County Obligation To Date \$ \_\_\_\_\_  
County Retainage ( \_\_\_\_\_ %) \$ \_\_\_\_\_  
County Funds Previously Disbursed \$ \_\_\_\_\_  
County Funds Due this Billing \$ \_\_\_\_\_

Reviewed and Approved By: \_\_\_\_\_

\_\_\_\_\_  
PBC Project Administrator Date

\_\_\_\_\_  
Department Director Date



**Key Legend**

CS = Consulting Services  
C = Contractual Services  
M = Materials, Supplies, Direct Purchases  
E = Equipment, Furniture

**PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT  
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

**EXHIBIT C**

Date \_\_\_\_\_

Grantee: \_\_\_\_\_

Project Name: \_\_\_\_\_

Submittal #: \_\_\_\_\_

Reimbursement Period: \_\_\_\_\_

Ln	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice		Amount	Expense Description
			Number	Date	Number	Date		
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
TOTAL \$								

Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

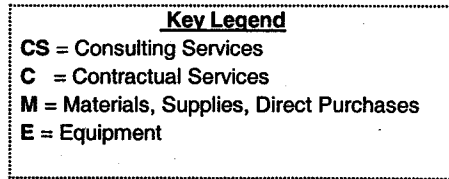
\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

\_\_\_\_\_  
Financial Officer

\_\_\_\_\_  
Date



**EXHIBIT C**  
**(cont'd.)**

Page            of

**EXHIBIT D**

**PRE-AGREEMENT COST LIST**

**(COSTS MUST BE INCURRED SUBSEQUENT TO FEBRUARY 27, 2007)**

Exhibit D -  
Pre Agreement Cost Estimate

**Proposed Budget for City of Boca Raton Television Equipment**

<b>Headend/Master Control/Playout System</b>	<b>213,500</b>
<b>Mobile Portable TV Studio</b>	<b>73,950</b>
<b>Grip &amp; Lighting Equipment</b>	<b>20,000</b>
<b>Studio Equipment</b>	<b>36,750</b>
<b>Contingency</b>	<b>5,800</b>
	<hr/>
<b>Total Budget</b>	<b>350,000</b>

*City of Boca Raton*

CITY HALL • 201 WEST PALMETTO PARK ROAD • BOCA RATON, FLORIDA 33432-8795 • PHONE: (561) 393-7700  
(FOR HEARING IMPAIRED) TDD: (561) 387-7046  
SUNCOM: (561) 922-7700



February 20, 2008

Mr. Dennis Eshleman  
Director of Parks and Recreation  
Palm Beach County  
Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461

Re: Inter-local Agreement for Funding of  
Boca Raton's Governmental Television Channel

Dear Mr. Eshleman:

Please be advised that the City of Boca Raton is self-insured for auto and general liability as allowed by Florida Statute 768.28 and workers' compensation according to Florida Statute 440. The City intends to maintain this status indefinitely.

This letter is used in lieu of any certificates of insurance to supply information about the City of Boca Raton's self-insured auto and general liability and workers' compensation programs. All claims and related questions may be directed to me at the address above.

This letter shall not be deemed a waiver of any of the provisions of Sections 440 or 768.28, Florida Statutes.

If I can be of any further assistance, please do not hesitate to contact me at (561)393-7970 or FAX (561)393-7766.

Sincerely,

A handwritten signature in cursive script that reads "Pam Gardner".

Pam Gardner  
Risk Manager



08-

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

Page 1 of 1

BGEX 581 022908\*2299

FUND 3019 - \$25M GO Park and Cultural Improv 03

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 02/29/08	REMAINING BALANCE
<b><u>Boca Raton Television Channel Equipment</u></b>								
3019-581-P658-8101	Contributions Othr Govtl Agncy	0	0	350,000		350,000	0	350,000
<b><u>Reserves</u></b>								
3019-581-9900-9908	Reserves - New Projects	4,760,887	1,565,320		350,000	1,215,320	0	1,215,320
TOTAL				350,000	350,000			

Parks and Recreation Department  
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date



3-13-08

By Board of County Commissioners  
At Meeting of  
April 1, 2008  
Deputy Clerk to the Court

# 08-0602

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

Page 1 of 1

BGEX 581 022908\*2299

FUND 3019 - \$25M GO Park and Cultural Improv 03

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 02/29/08	REMAINING BALANCE
<b><u>Boca Raton Television Channel Equipment</u></b>								
3019-581-P658-8101	Contributions Othr Govtl Agency	0	0	350,000		350,000	0	350,000
<b><u>Reserves</u></b>								
3019-581-9900-9908	Reserves - New Projects	4,760,887	1,565,320		350,000	1,215,320	0	1,215,320
<b>TOTAL</b>				350,000	350,000			

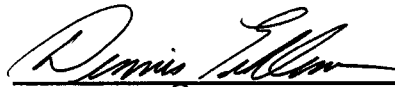
Parks and Recreation Department  
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

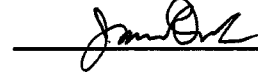
OFMB Department - Posted

Signatures

Date



3-13-08



3-19-08

se

SH 3/18/08

By Board of County Commissioners  
At Meeting of  
April 1, 2008  
Deputy Clerk to the Court