

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 6/7 /11 Consent Regular
 Workshop Public Hearing

Department: Tourist Development Council

Submitted By: Tourist Development Council

Submitted For: Palm Beach County Cultural Council

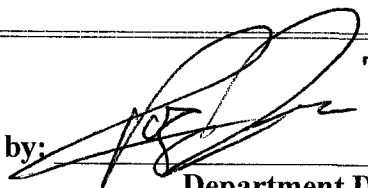
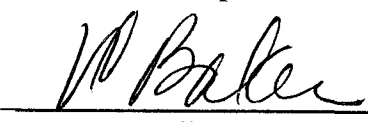
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Amendment #2 to the Amended and Restated Agreement (R2007-1622) dated September 25, 2007 with the Palm Beach County Cultural Council, Inc. (PBCCC) relating to the (PBCCC's) role as the County's representative on the South Florida Cultural Consortium (SFCC).

Summary: This amendment to the Amended and Restated Agreement provides the terms and conditions under which the PBCCC will act as the County's representative on the SFCC including the provision that neither the PBCCC, its designee, employee, representative nor agent shall obligate the County to any financial or monetary contribution or commitment to the SFCC. Countywide (MC)

Background and Justification: The PBCCC is the County's designated representative on the SFCC a consortium created by an Interlocal Agreement among –Martin, Palm Beach, Broward, Miami-Dade and Monroe counties. In light of budgetary challenges facing the County, the County wishes to amend the Amended and Restated Agreement to set forth the terms and conditions relating to the PBCCC's role as County representative on the SFCC which include limitations on the authority of the PBCCC and provisions to ensure that any action by the PBCCC does not create any cost, liability or financial risk to the County unless budgeted and approved by the County. This amendment, in conjunction with the SFCC Interlocal Agreement, makes clear that the financial obligation of each party is the liability of the PBCCC and not a liability of the County. There is no direct financial impact to the County.

Attachments: Amendment #2 to agreement (R2007-1622)

Recommended by:		5/23/11
	Department Director	Date
Approved By:		5/31/11
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====*	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No. X

Budget Account No.: Fund _____ Agency _____ Org. _____ Object _____
Reporting Category _____

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

C. Department Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

* No fiscal impact
[Signature]
 OFMB
 SN 5/24/11
 5/24/11

[Signature] 5(26)11
 Contract Dev. and Control

WS
5/24/11

This amendment complies with our review requirements.

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

AMENDMENT #2 TO
AMENDED AND RESTATED AGREEMENT BETWEEN
PALM BEACH COUNTY AND
THE PALM BEACH COUNTY CULTURAL COUNCIL, INC.
RE: SOUTH FLORIDA CULTURAL CONSORTIUM

This Amendment #2 is made and entered into this ___ day of _____, 2011, to that Amended and Restated Agreement (R2007-1622) dated September 25, 2007 (“County/Council Agreement”), as amended on September 14, 2010, (hereinafter “2010 Amendment”) by and between the Board of County Commissioners of Palm Beach County, Florida, a political subdivision of the State of Florida (hereinafter “County”), and the Palm Beach County Cultural Council, Inc., a Florida not-for-profit corporation (hereinafter “Council”) whose Federal Identification Number is 59-1862336.

WHEREAS, the County and the Council entered into a five year Agreement extending through September 30, 2012, whereby the Council agreed to provide services to the County relating to the administration of cultural and fine arts programs, activities and events that directly promote Palm Beach County tourism; and

WHEREAS, the Agreement provides that the Council shall serve as the County’s representative on the South Florida Cultural Consortium (hereinafter “Consortium”) which entity was established by Interlocal Agreement (hereinafter Interlocal”) among certain South Florida Counties including Palm Beach County; and

WHEREAS, the Interlocal referenced in the County/Council Agreement has terminated and an amended Interlocal is awaiting approval by the South Florida Counties including Palm Beach County; and

WHEREAS, in conjunction with its review of the proposed Interlocal, the County has reviewed the relevant language in the County/Council Agreement with respect to the Council’s duties and obligations as County’s representative on the Consortium; and

WHEREAS, in light of the budgetary challenges facing the County, the County wishes to amend the Agreement’s terms relating to the Council’s role as the County representative on the Consortium so as to provide limitations on the

authority of the representative and to ensure that any action by the Council does not create any cost, liability or financial risk to the County; and

WHEREAS, the parties have agreed that this amendment #2 is in the best interest of the Council and the County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree to amend the County/Council Agreement as follows:

1. Section 10. Other Duties of the County/Council Agreement shall be deleted in its entirety and replaced with a new Section 10 which shall read as follows:

Section 10. Other Duties.

The Cultural Council shall provide any assistance and service requested by the TDC or its Executive Director which the TDC or Executive Director deem necessary to facilitate the performance of the Cultural Council as they relate to the use of Category "B" funds and other services required hereunder.

2. A Subsection 10 (A) South Florida Cultural Consortium shall be deleted in its entirety and replaced with a new Subsection 10 (A) which shall read as follows:

Section 10 (A) South Florida Cultural Consortium.

The CULTURAL COUNCIL is hereby designated as the County's member representative on the South Florida Cultural Consortium (hereinafter "Consortium") to fulfill the duties and functions set forth for members in the Interlocal Agreement Among Broward, Martin, Palm Beach and Miami-Dade Counties, attached hereto as Exhibit A and made a part hereof (hereinafter "Interlocal Agreement").

Notwithstanding such designation, neither the CULTURAL COUNCIL nor its designee, employee, representative or agent shall exercise any authority on behalf of the County that would obligate the County to any financial or monetary contribution or commitment to the Consortium. The CULTURAL COUNCIL shall provide any amount, including but not

limited to cash or in-kind matching requirements, that is the responsibility of each party or its designated cultural council as set forth in Section 9, Annual Financial Commitments, of the Interlocal Agreement. Further, the CULTURAL COUNCIL agrees to be responsible for any costs or liabilities that result from CULTURAL COUNCIL's actions as members of the Consortium.

The CULTURAL COUNCIL shall not have the authority to withdraw, terminate, amend or modify the Interlocal Agreement.

The CULTURAL COUNCIL shall keep County Administration informed of all Consortium activities and business including but not limited to (1) advance notice of the meetings of the Consortium including the agenda of items to be discussed, (2) reports of the Consortium's actions after its meetings and (2) budget requests.

The CULTURAL COUNCIL shall take no action, including voting, on behalf of or in the name of the Board of County Commissioners or County Administration, as provided for in Section 6, Powers of the Consortium, without prior approval of County Administration.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date and year above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

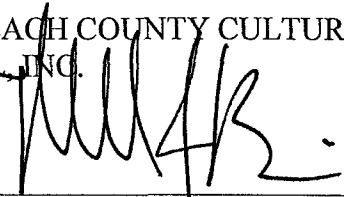
By: _____
Karen Marcus, Chair

(SEAL)

ATTEST:

By: 
Corporate Secretary

PALM BEACH COUNTY CULTURAL
COUNCIL, INC.

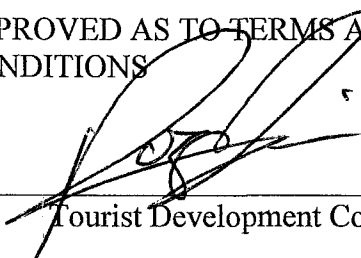
By: 
Michael J. Bracci, Chairman

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Tourist Development Council