

PALM BEACH COUNTY
 BOARD of COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 03/12/2013

[X] Consent [] Regular
 [] Ordinance [] Public Hearing

Department: Public Affairs
 Submitted By: Public Affairs
 Submitted For: Channel 20

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Interlocal Agreement with the Village of Wellington (Wellington) for Palm Beach County Channel 20 to provide production staff for recording, broadcasting, and other production services as required to Wellington. Total annual billings to Wellington shall not exceed \$15,000.

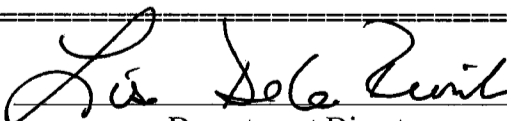
Summary: This Interlocal Agreement provides for the conditions under which Palm Beach County Channel 20 will provide production staff for recording, broadcasting, and other production services to Wellington on an on-going basis until terminated by the parties. The broadcasts are to be carried on Wellington's channel, not PBC Channel 20. Billings are based on actual payroll hours and equipment usage utilizing predetermined rates that are subject to annual adjustment in accordance with Channel 20's approved budget. The term of the Agreement is from the date of execution for a period of ten (10) years, or until such time it is terminated by either party upon 30 days written notice. District 6 (MJ)

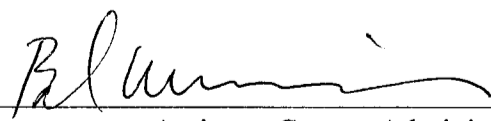
Background and Policy Issues: The Village of Wellington approved the Interlocal Agreement on January 8, 2013 for Palm Beach County Channel 20 to provide production staff for recording, broadcasting, and other production services as required to Wellington beginning upon execution of the Agreement.

The Palm Beach County Board of County Commissioners has operated Channel 20 since 1990. The County has provided production staff and production services to municipalities, other governmental agencies and nonprofit organizations on a chargeback basis for several years. This Interlocal Agreement establishes guidelines for providing these services to Wellington until the Agreement is terminated by either party. As with prior agreements, the billing methodology recovers administrative, support staff and overhead costs by use of a predetermined rate. This rate may be adjusted from year to year based on the approved budget for Channel 20.

Attachments:

1. Two (2) original Interlocal Agreements with the Village of Wellington
2. Resolution R2013-08 from Village of Wellington

Recommended by:  2/11/13
 Department Director Date

Recommended by:  2/12/13
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures					
Operating Costs					
External Revenues	(15,000)	(15,000)	(15,000)	(15,000)	(15,000)
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes No

Budget Account No.: Fund 0001 Agency 640 Org. 6402 Object _____
 Program Number _____ Revenue Source 4920

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

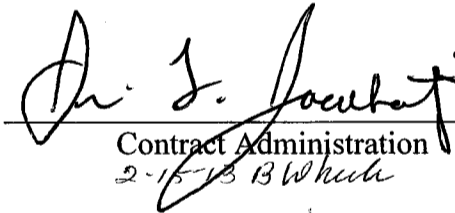
Agreement to provide up to \$15,000 in annual revenues over the term of the agreement.

A. Department Fiscal Review:

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Administration Comments:


 Budget/OFMB
 2/13/13 adv. 1/12

 2119113
 Contract Administration
 2-15-13 B Whick

B. Legal Sufficiency:

 2/19/13
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND
THE VILLAGE OF WELLINGTON

THIS INTERLOCAL AGREEMENT is made this _____ day of _____, 2013, between the Village of Wellington, a corporate body politic pursuant to the Constitution of the State of Florida, (hereinafter "Wellington"), and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "County"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

W I T N E S S E T H:

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 therein 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 County has the ability to provide production staff for recording, broadcasting and other production services to Wellington, and Wellington desires to utilize such services; and

WHEREAS, Wellington and the County have determined that providing such services to the Wellington is cost-effective and in the best interests of the citizens of Palm Beach County.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

Section 1. Purpose

The purpose of this Agreement is to provide production staff for recording, broadcasting and other production services to the Village of Wellington.

Section 2. Definitions

The following definitions shall apply to this Agreement:

"Act" means Part I of Chapter 163, Florida Statutes.

"Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

Section 3. Representative/Monitoring Position

The County's representative/contract monitor during the term of this Agreement shall be the Palm Beach County Director of Public Affairs, whose telephone number is (561) 355-3808. The Village of Wellington's representative/contract monitor during the term of this Agreement shall be the Community Services Director, whose telephone number is (561) 791-4733.

Section 4. Effective Date/Term

This Agreement shall be effective ~~October 1, 2012~~ on the date that the last of the parties executed the Agreement and shall continue in force for a term of ten (10) years, or until such time it is terminated in accordance with Section 9 of this Agreement.

Section 5. Services Rendered

5.01 Production Staff, Recording, Broadcast, and Editing Services. The County shall provide production staff for recording and broadcasting services for Village of Wellington meetings, public service announcements, special events, and informational programming. It shall be the responsibility of the County to ensure setup and breakdown of all recording equipment and lighting. Upon completion of recording activity, the County shall provide Wellington with DVD copies of the recording for historical purposes. Editing services may also be provided as needed.

Section 6. Payments/Invoicing and Reimbursement

County shall bill Wellington for production staff, recording, broadcast, and editing services described in Section 5.01 above in an amount not to exceed \$15,000.00 annually, and in accordance with the rates as shown on **Exhibit "A"**, which is attached hereto and incorporated herein. The billing methodology used for other services will be determined and documented when the County and Wellington agree on specific other services to be provided.

The County shall bill Wellington monthly based on actual time spent on services provided to Wellington. For those services described in Section 5.01 above, any incidental or out-of-pocket costs incurred by the County are included in the average hourly rate and shall not be separately billed to Wellington except for the cost of any travel required outside the geographical boundaries of Palm Beach County, which such reasonable costs will be reimbursed to the County by Wellington at actual cost incurred by the County. Billing will be in quarter-hour increments, and the County shall provide appropriate documentation to support each monthly billing.

The hourly rates set forth in **Exhibit "A"** may be adjusted annually following the adoption of the County's annual budget by written notice from the County to Wellington prior to October 1 of each year of this Agreement.

Section 7. Access and Audits

The County shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of the work. Wellington shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.

Section 8. Breach/Opportunity to Cure

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written

notice to cure said default before exercising any of its rights as provided for in this Agreement.

Section 9. Termination

This Agreement may be terminated by either party to this Agreement upon 30 days written notice to the other party. In the event Wellington so terminates this Agreement, such termination shall be contingent upon Wellington making payment to the County for all services rendered by the County to Wellington up to and including the date of the termination.

Section 10. Enforcement Costs

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties, provided, however, that this clause pertains only to the parties to this Agreement.

Section 11. Annual Appropriation

Each party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

Section 12. Notice

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

County:
Name Public Affairs Director
Address P.O. Box 1989
City State Zip West Palm Beach, Florida 33402

Wellington:
Name Community Services Director
Address 12300 Forest Hill Boulevard
City State Zip Wellington, Florida 33414

Section 13. Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.

Section 14. Filing

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

Section 15. Liability

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed or interpreted as consent by either party to be sued, nor as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

Section 16. Amendments

With the exception of the revision process for **Exhibit "A"** described in Section 6 above, this Agreement may not be amended except by written instrument signed by both parties hereto.

Section 17. Remedies

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the 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.

Section 18. Time of the Essence

The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

Section 19. Equal Opportunity Provision

The parties assure and certify that they shall comply with Title VII of the Civil Rights Act of 1964, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or gender identity or expression.

Section 20. Captions

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

Section 21. Severability

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.

Section 22. Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code Sections 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 anyone contracting with the County, including their officers, agents, employees, and lobbyists, in order to ensure compliance with contract requirements and detect corruption and fraud.

Section 23. Entirety of Agreement

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on the day and year first written above:

AS TO COUNTY:

ATTEST:

PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
~~Shelley Vana, Chair~~

Steven L. Abrams, Mayor

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Approved as to Terms and Conditions

By: _____
County Attorney

By: *Lu DeLeRunt*
Department Head

ATTEST:

VILLAGE OF WELLINGTON

By: *Awilda Rodriguez*
Awilda Rodriguez, Wellington Clerk

By: *Bob Margolis*
Bob Margolis, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Alan J. [Signature]*
Wellington Attorney

Exhibit A
Channel 20 Hourly Rates – Fiscal Year 2012

STAFF SERVICES

Broadcast Engineers	61.00
Producer/Directors	61.00
Production Specialists	61.00

EQUIPMENT

MASTER CONTROL	175.00
STUDIO	225.00
EDIT ROOM 2	130.00
EDIT ROOM 1	130.00
6TH FLOOR	170.00
REMOTE TRUCK	200.00
FIELD CAMERA EQUIPMENT	90.00

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RESOLUTION NO. R2013-08

**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL
APPROVING AND AUTHORIZING THE MAYOR AND
CLERK TO EXECUTE AN INTERLOCAL AGREEMENT
WITH PALM BEACH COUNTY FOR RECORDING,
BROADCASTING AND OTHER PRODUCTION SERVICES;
AND PROVIDING AN EFFECTIVE DATE.**

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 the basis of mutual advantage and thereby provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and developments of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein 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 County has the ability to provide production staff for recording, broadcasting and other production services to Wellington and Wellington desires to utilize these services; and

WHEREAS, Wellington and the County have determined that providing such services to Wellington is cost-effective and in the best interests of the citizens of Palm Beach County; and

WHEREAS, the Agreement, attached as Exhibit "A", provides a mechanism for the provision of these services; and

NOW, THEREFORE, BE IT RESOLVED BY WELLINGTON, FLORIDA'S COUNCIL that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The Wellington Council hereby approves and authorizes the Mayor and Clerk to execute the Interlocal Agreement with Palm Beach County attached as Exhibit "A".

SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 8th day of January, 2013.

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ATTEST:

By: Awilda Rodriguez
Awilda Rodriguez, Wellington Clerk

WELLINGTON

By: Bob Margolis
Bob Margolis, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: [Signature]
Attorney for Wellington



A GREAT HOMETOWN

Council

Bob Margolis, Mayor
Howard K. Coates, Jr., Vice Mayor
Matt Willhite, Councilman
Anne Gerwig, Councilwoman
John Greene, Councilman

Manager
Paul Schofield

January 29, 2013


Palm Beach County Public Affairs
301 N. Olive Avenue
West Palm Beach, FL 33401
Attn: Lisa De La Rionda

Re: Interlocal Agreement between Palm Beach County and the Village of Wellington for Recording, Broadcasting and Other Production Services.

Dear Ms. De La Rionda:

At their January 8, 2012 meeting, the Wellington Council approved the above-mentioned agreement through Resolution No. R2013-08 a copy of which is enclosed. As such, I have also enclosed two (2) original agreements which have been executed by the appropriate Wellington officials. Once the agreements have been executed by the County, kindly forward to us one (1) fully executed original for our files.

If you have any questions, please feel free to contact me.

Sincerely,

Rachel R. Callovi
Deputy Clerk

Enclosure

cc: Nicole Evangelista
David Feliciano