

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: 09/12/2017 ☒ 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:** a First Amendment to the Interlocal Agreement with the Solid Waste Authority (SWA) for Palm Beach County Channel 20 to continue to provide SWA with technical, recording, broadcasting, editing, and other services. Total annual billings to the SWA shall not exceed \$29,000 annually.

Summary:

Palm Beach County and SWA entered into the Interlocal Agreement on August 17, 2004 (R2004-1775). The First Amendment updates the required production staff and rates for services, and also provides for the County to continue to provide SWA with technical, recording, broadcasting, editing, and other services on an on-going basis until terminated by either party. Billings are based on actual payroll hours multiplied by a predetermined rate. **Countywide** (MJ)

Background and Policy Issues:

The Solid Waste Authority approved the First Amendment on August 30, 2017. Under the First Amendment, Palm Beach County Channel 20 will continue providing production staff for technical, recording, broadcasting, editing, and other services to SWA on an on-going basis.

The County has provided Channel 20 services to the SWA for several years. This First Amendment continues these services until the agreement is terminated by either party. The billing methodology continues to recover 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 First Amendments to the Interlocal Agreement
- 2) One (1) copy of Interlocal Agreement
- 3) Agenda item from Solid Waste Authority

Recommended by: Chris Dele Kundi 9/1/17
Department Director Date

Approved By: W. J. Blum 8/31/17
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	Note 'C' below		Note 'C' below		
External Revenues	(\$29,000)	(\$29,000)	(\$29,000)	(\$29,000)	(\$29,000)
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$29,000)	(\$29,000)	(\$29,000)	(\$29,000)	(\$29,000)
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No X
Budget Account No.: Fund 0001 Department 640 Unit 6402 RSRC 4902
Reporting Category _____

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

Services provided with existing personnel. In the event of non-approval, operating costs will not be reduced.

C. Departmental Fiscal Review:

Staff and equipment operating costs will be recovered according to Production Service Rates on Revised Exhibit 'A'. SWA will be billed according to equipment/staff utilized.

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

J. H. L. 8/21/17
ADD 8/21
OFMB ET 8/18

J. J. G. 8/31/17
Contract Dev. and Control
8/31/17

B. Legal Sufficiency:

[Signature] 8/31/17
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 9/03
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND
THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

THIS FIRST AMENDMENT is made this _____ day of _____, 2017, between the Solid Waste Authority of Palm Beach County, a dependent special taxing district created pursuant to Chapter 2001-331, Laws of Florida, as amended, (hereinafter "Authority"), 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.

WITNESSETH:

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, Authority and County entered into an Interlocal Agreement dated August 17, 2004 (County Resolution No. R2004-1775)(the "Agreement") for the County to provide the Authority with taping, broadcasting, and other services, and for the Authority to reimburse the County for said services; and

WHEREAS, the Authority and the County wish to amend the Agreement in order to incorporate changes to the services rendered and payments for services, as well as other minor changes.

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

1. Section 3 of the Agreement is deleted in its entirety and replaced with the following:

Section 3. Representative/Monitoring Position

The County's representative/contract monitor during the terms of this Agreement shall be the Palm Beach County Director of Public Affairs, whose telephone number is 561-355-2754. The Authority's representative/contract monitor during the terms of this Agreement shall be the Authority's Director of Public Affairs and Recycling, whose telephone number is 561-640-4000.

2. Section 5 of the Agreement is deleted in its entirety and replaced with the following:

Section 5. Services Rendered

5.01 Technical, Recording, Broadcasting and Editing Services. The County shall provide technical, recording, broadcasting and editing of Authority Governing Board meetings. County staffing is to include, one (1) technical director, one (1) camera operator/switcher, and one (1) live truck operator. The Authority will provide two (2) video production staff to operate robotic cameras, switcher and remote multimedia presentation system. The County and the Authority shall

maintain the above production staffing levels unless and until both parties mutually agree that staffing adjustments are necessary to provide the requested services. Upon completion of recording, the County’s Public Affairs Office shall provide the Authority with one final version of the digital file for historical purposes. Editing services may also be provided as needed.

5.02 Other Services. During the term of this Agreement, it may be determined that the County can efficiently provide other services, such as producing public service announcements and informational programming, for the Authority on a cost-effective basis. It shall be the responsibility of the County’s Public Affairs Office staff and the Authority’s Public Affairs and Recycling staff to ensure setup and breakdown of all taping equipment and lighting. In such an event, the scope of the work shall be established in writing and approved by the County Administrator and the Authority’s Executive Director.

- 3. Section 6 of the Agreement is deleted in its entirety and replaced with the following:

Section 6. Payments/Invoicing and Reimbursement

The Authority will be billed for technical, recording, broadcasting and editing services described in Section 5.01 above in an amount not to exceed \$9,000 annually.

The Authority further agrees to pay the County for other services described in Section 5.02 above in an annual amount not to exceed \$20,000 annually according to the rates as shown on Revised Exhibit A, attached.

The County shall bill the Authority quarterly based on actual time spent on services provided to the Authority. 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 the Authority except for the cost of any travel required outside the geographical boundaries of Palm Beach County, which will be reimbursed to the County by the Authority at actual cost incurred by the County. Billing will be in quarter-hour increments, and the County shall provide appropriate documentation to support each quarterly billing.

The hourly rates and the annual budget may be adjusted annually following the adoption of the County’s annual budget by written agreement between the County Administrator and the Authority’s Executive Director.

- 4. Section 12 of the Agreement is deleted in its entirety and replaced with the following:

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:
Palm Beach County
301 N. Olive Ave., Suite 1102
West Palm Beach, FL 33401
ATTN: Public Affairs Director

Authority:
Solid Waste Authority of Palm Beach County
7501 N. Jog Road
West Palm Beach, FL 33412
ATTN: Director Public Affairs and Recycling

5. Section 19 of the Agreement is deleted in its entirety and replaced with the following:

Section 19. Nondiscrimination

The parties warrant and represent that all of their 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, or genetic information.

6. Section 23 is added to the Agreement as follows:

23. Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 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 any party doing business with the County, including its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. Section 24 is added into the Agreement as follows:

24. No Third Party Beneficiaries

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

8. Exhibit "A" to the Agreement is replaced with Revised Exhibit "A", which is attached hereto and incorporated herein.
9. The Effective Date of this First Amendment shall be the date the last of the parties approves this First Amendment. All other provisions of the Agreement, dated August 17, 2004, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

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

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor


(SEAL)


APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

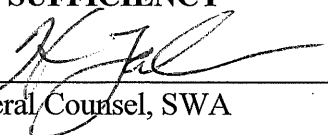
By:  _____
Director of Public Affairs

ATTEST:
By:  _____
Clerk to the Authority

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY
By:  _____
Vice Mayor Melissa McKinlay, Chair

(SEAL)

APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

By:  _____
General Counsel, SWA

Agenda Item #: **3W-1**
R-2004-1775
A/K 6-0
ms abs

PALM BEACH COUNTY
BOARD of COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 08/17/2004

☒ 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: Interlocal Agreement with the Solid Waste Authority (SWA) for Palm Beach County Channel 20 to provide taping, broadcasting, editing services, and other services as required to the SWA for the fiscal year beginning October 1, 2004. Total annual billings to the SWA shall not exceed \$50,000.

Summary:

This agreement provides for the continuation of taping, broadcasting, and editing, and other services to the SWA on an on-going basis until terminated by the parties. Billings are based on actual payroll hours multiplied by a predetermined rate. (MJ)

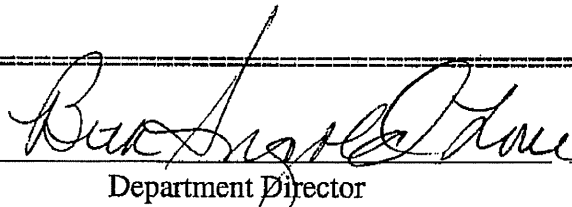
Background and Policy Issues:

The County has provided Channel 20 services to the SWA for several years. This interlocal agreement continues these services 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.

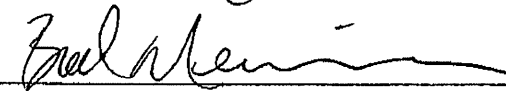
Attachments:

1. Interlocal Agreement between Palm Beach County Channel 20 and the Solid Waste Authority

Recommended by:

 7/26/04
Department Director Date

Recommended by:

 7/27/04
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2005	2006	2007	2008	2009
Capital Expenditures					
Operating Costs					
External Revenues	50,000	50,000	50,000	50,000	50,000
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No

Budget Account No.: Fund 1520 Agency 640 Org. 6410 Object 4920

Program Number _____

Revenue Source _____

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

Agreement to provide up to \$50,000 in annual revenues over the term of the agreement.

A. Department Fiscal Review:

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Administration Comments:

Elizabeth Croser 7/28/04
Budget/OFMB
7-27-04

John P. White 7/30/04
Contract Administration

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

W. J. [Signature] 8/2/04
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 SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

Section 1. Purpose

The purpose of this Agreement is to provide taping, broadcasting and other services to the Solid Waste Authority of Palm Beach County.

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 Authority's representative/contract monitor during the term of this Agreement shall be the Authority's, Executive Director, whose telephone number is (561) 640-4000.

Section 4. Effective Date

This Agreement shall be effective October 1, 2004 and shall continue in force until such time it is terminated in accordance with Section 9 of this agreement.

Section 5. Services Rendered

5.01 Taping, Broadcast, and Editing Services. The County shall provide taping and broadcasting services of Solid Waste Authority Board meetings, public service announcements, special events, and informational programming. It shall be the responsibility of the County's Public Affairs Office staff and the Authority's Public Affairs staff to insure setup and breakdown of all taping equipment and lighting. Further, the Authority shall provide a camera operator to be present at all Authority Board meetings in addition to lunch relief personnel to be available when the Authority Board meetings go past 11:30 a.m. Upon completion of taping activity, the County's Public Affairs Office shall provide

the Authority with one VHS video copy of the tape for historical purposes. Editing services may also be provided as needed.

5.02 Other Services. During the term of this Agreement, it may be determined that the County can efficiently provide other services to the Authority on a cost-effective basis. In such event, the scope of the work shall be established in writing and approved by the County Administrator and the Authority's Executive Director.

Section 6. Payments/Invoicing and Reimbursement

The Authority will be billed for taping, broadcast, and editing services described in Section 5.01 above an amount not to exceed \$30,000.00 annually according to the rates as shown on Exhibit A attached.

The Authority further agrees to pay the County for other services described in Section 5.02 above an annual amount not to exceed \$20,000.00 during the term of this Agreement. The billing methodology used will be determined and documented when the County and the Authority agree on specific services to be provided.

The County shall bill the Authority quarterly based on actual time spent on services provided to the Authority. 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 the Authority except for the cost of any travel required outside the geographical boundaries of Palm Beach County, which will be reimbursed to the County by the Authority at actual cost incurred by the County. Billing will be in quarter-hour increments, and the County shall provide appropriate documentation to support each quarterly billing.

The hourly rates and the annual budget may be adjusted annually following the adoption of the County's annual budget by written agreement between the County Administrator and the Executive Director of the Authority.

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 audits. The Authority 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 the Authority so terminates this Agreement, such termination shall be contingent upon the Authority making payment to the County for all services rendered by the County to the Authority 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

Authority:
Name Executive Director
Address 7501 N. Jog Road
City State Zip West Palm Beach, Florida 33412

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 as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

Section 16. Amendments

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 County and the Authority agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

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. 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:

R2004 1775

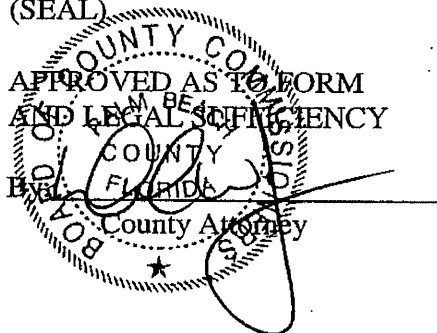
AS TO COUNTY:

ATTEST:

Dorothy H. Wilken, Clerk

By: *Deirdre C. Hickman*
Deputy Clerk

(SEAL)



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

By: *Jeff Leom* *JFK*
for Karen T. Marcus, Chair AUG 17 2004

Approved as to Terms and Conditions

By: *Keith Inglethorpe*
Department Head

ATTEST:

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

Sandra L. Vassalotti, Clerk

By: _____
Clerk to the Authority

By: _____
John Booth, Executive Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
General Counsel

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

AS TO COUNTY:

ATTEST:

Dorothy H. Wilken, Clerk

By: _____
Deputy Clerk

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

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

By: _____
Karen T. Marcus, Chair

Approved as to Terms and Conditions

By: _____
Department Head

ATTEST:

Sandra L. Vassalotti, Clerk

By: _____
Clerk to the Authority

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

By: _____
John Booth, Executive Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
General Counsel

R2004 1775

AUG 17 2004

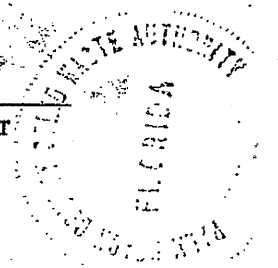


Exhibit A
Channel 20 Hourly Rates

STAFF SERVICES

Broadcast Engineers	78.00
Producer/Directors	70.00
Production Specialists	55.00

EQUIPMENT

MASTER CONTROL	162.75
STUDIO	232.65
EDIT ROOM 2	153.25
EDIT ROOM 1	166.00
FAST EDIT ROOM	105.70
IMMIX EDIT ROOM	142.60
STRATOSPHERE EDIT ROOM	104.10
6TH FLOOR	127.00
REMOTE TRUCK	93.82
FIELD CAMERA EQUIPMENT	89.26
DUB CENTER (VHS)	10.00
DUB CENTER (SVHS)	22.00

VIDEO TAPE

M II TAPE, 90 MINUTE	52.38
MII TAPE, 60 MINUTE	28.13
MII TAPE, 30 MINUTE	21.34
VHS TAPE, 120 MINUTE	4.95

R2004-1775

INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND
THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

THIS INTERLOCAL AGREEMENT is made this _____ day of AUG 17 2004, 2004, between the Solid Waste Authority of Palm Beach County, a dependent special taxing district created pursuant to Chapter 2001-331, Laws of Florida, as amended, (hereinafter "Authority"), 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.

WITNESSETH:

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 taping, broadcasting and other services to the Authority, and the Authority desires to utilize such services; and

WHEREAS, the Authority and the County have determined that providing such services to the Authority 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 taping, broadcasting and other services to the Solid Waste Authority of Palm Beach County.

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 Authority's representative/contract monitor during the term of this Agreement shall be the Authority's, Executive Director, whose telephone number is (561) 640-4000.

Section 4. Effective Date

This Agreement shall be effective October 1, 2004 and shall continue in force until such time it is terminated in accordance with Section 9 of this agreement.

Section 5. Services Rendered

5.01 Taping, Broadcast, and Editing Services. The County shall provide taping and broadcasting services of Solid Waste Authority Board meetings, public service announcements, special events, and informational programming. It shall be the responsibility of the County's Public Affairs Office staff and the Authority's Public Affairs staff to insure setup and breakdown of all taping equipment and lighting. Further, the Authority shall provide a camera operator to be present at all Authority Board meetings in addition to lunch relief personnel to be available when the Authority Board meetings go past 11:30 a.m. Upon completion of taping activity, the County's Public Affairs Office shall provide

the Authority with one VHS video copy of the tape for historical purposes. Editing services may also be provided as needed.

5.02 Other Services. During the term of this Agreement, it may be determined that the County can efficiently provide other services to the Authority on a cost-effective basis. In such event, the scope of the work shall be established in writing and approved by the County Administrator and the Authority's Executive Director.

Section 6. Payments/Invoicing and Reimbursement

The Authority will be billed for taping, broadcast, and editing services described in Section 5.01 above an amount not to exceed \$30,000.00 annually according to the rates as shown on Exhibit A attached.

The Authority further agrees to pay the County for other services described in Section 5.02 above an annual amount not to exceed \$20,000.00 during the term of this Agreement. The billing methodology used will be determined and documented when the County and the Authority agree on specific services to be provided.

The County shall bill the Authority quarterly based on actual time spent on services provided to the Authority. 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 the Authority except for the cost of any travel required outside the geographical boundaries of Palm Beach County, which will be reimbursed to the County by the Authority at actual cost incurred by the County. Billing will be in quarter-hour increments, and the County shall provide appropriate documentation to support each quarterly billing.

The hourly rates and the annual budget may be adjusted annually following the adoption of the County's annual budget by written agreement between the County Administrator and the Executive Director of the Authority.

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 audits. The Authority 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 the Authority so terminates this Agreement, such termination shall be contingent upon the Authority making payment to the County for all services rendered by the County to the Authority 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

Authority:

Name	Executive Director
Address	7501 N. Jog Road
City State Zip	West Palm Beach, Florida 33412

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 as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

Section 16. Amendments

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 County and the Authority agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

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. 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:

R2004 1775

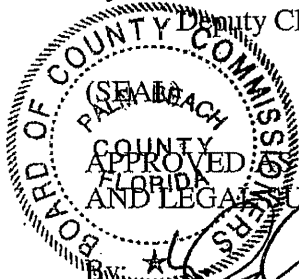
AS TO COUNTY:

ATTEST:

Dorothy H. Wilken, Clerk

By: *Dorinda C. Hickman*

Deputy Clerk



By: *[Signature]*

County Attorney

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

By: *Jeff Koons*

Karen T. Marcus, Chair

AUG 17 2004

Approved as to Terms and Conditions

By: *Beck Auguste Done*

Department Head

ATTEST:

Sandra L. Vassalotti, Clerk

By: _____

Clerk to the Authority

By: _____

John Booth, Executive Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____

General Counsel

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

AS TO COUNTY:

ATTEST:

Dorothy H. Wilken, Clerk

By: _____
Deputy Clerk

(SEAL)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

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

By: _____
Karen T. Marcus, Chair

Approved as to Terms and Conditions

By: Brian Angold
Department Head

ATTEST:

Sandra L. Vassalotti, Clerk

By: [Signature]
Clerk to the Authority

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

By: [Signature]
John Booth, Executive Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Maurice Cullen
General Counsel

R2004 1775

AUG 17 2004

Exhibit A
Channel 20 Hourly Rates

STAFF SERVICES

Broadcast Engineers	78.00
Producer/Directors	70.00
Production Specialists	55.00

EQUIPMENT

MASTER CONTROL	162.75
STUDIO	232.65
EDIT ROOM 2	153.25
EDIT ROOM 1	166.00
FAST EDIT ROOM	105.70
IMMIX EDIT ROOM	142.60
STRATOSPHERE EDIT ROOM	104.10
6TH FLOOR	127.00
REMOTE TRUCK	93.82
FIELD CAMERA EQUIPMENT	89.26
DUB CENTER (VHS)	10.00
DUB CENTER (SVHS)	22.00

VIDEO TAPE

M II TAPE, 90 MINUTE	52.38
MII TAPE, 60 MINUTE	28.13
MII TAPE, 30 MINUTE	21.34
VHS TAPE, 120 MINUTE	4.95

MODE = MEMORY TRANSMISSION

START=FEB-08 08:47

END=FEB-08 08:47

FILE NO.=608

STN NO.	COMM.	ONE-TOUCH/ ABBR NO.	STATION NAME/TEL NO.	PAGES	DURATION
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-PBC CHANNEL 20 -

- ***** -

5613554573- *****



FACSIMILE MESSAGE

Public Information Office
Channel 20
P.O. Box 1989
West Palm Beach, FL 33402-1989
(561) 355-4573
FAX: (561) 355-6685
www.pbcgov.com

DATE: 2-8-05

TO: Mike Davis

FAX #: 640-3400

PHONE: _____

FROM: Lester Williams

THIS FACSIMILE MESSAGE CONTAINS _____ PAGES INCLUDING COVER SHEET

SUBJECT MATTER:

Revised Rates

Please attach to agreement

COMMENTS:

Palm Beach County
Board of County
Commissioners

Karen T. Marcus, Chair
Tony Mastiotti, Vice Chairman

Jeff Koons
Warren H. Newell
Mary McCarty
Burt Aaronson
Addie L. Greene

County Administrator
Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

Channel 20
301 N. Olive Avenue, Suite 104
West Palm Beach, FL 33401
Phone (561) 355-4573 Fax (561) 355-6685



FACSIMILE MESSAGE

Public Information Office
Channel 20
P.O. Box 1989
West Palm Beach, FL 33402-1989
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FAX: (561) 355-6685
www.pbcgov.com



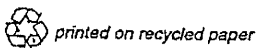
Palm Beach County
Board of County
Commissioners

Karen T. Marcus, Chair
Tony Masiolotti, Vice Chairman

Jeff Koons
Warren H. Newell
Mary McCarty
Burt Aaronson
Addie L. Greene

County Administrator
Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"



DATE: 2-8-05

TO: Mike David

FAX #: 640-3400

PHONE: _____

FROM: Lester Williams

THIS FACSIMILE MESSAGE CONTAINS _____ PAGES INCLUDING COVER SHEET

SUBJECT MATTER: Revised Dates
Please attach to ~~the~~ agreement

COMMENTS:

Channel 20
301 N. Olive Avenue, Suite 104
West Palm Beach, FL 33401
Phone (561) 355-4573 Fax (561) 355-6685

Oct 2004 - Sept 2005

Exhibit A
Channel 20 Hourly Rates

STAFF SERVICES

Broadcast Engineers	78.00
Producer/Directors	70.00
Production Specialists	55.00

EQUIPMENT AS OF OCTOBER 1, 2004

MASTER CONTROL	175.00
STUDIO	225.00
EDIT ROOM 2	150.00
EDIT ROOM 1	150.00
AVID EDIT ROOM	130.00
IMMIX EDIT ROOM	115.00
6TH FLOOR	170.00
REMOTE TRUCK	200.00
FIELD CAMERA EQUIPMENT	90.00
DUB CENTER (VHS)	12.00
DUB CENTER (SVHS)	12.00

VIDEO TAPE

M II TAPE, 90 MINUTE	47.00
MII TAPE, 60 MINUTE	25.00
MII TAPE, 20 MINUTE	15.00
VHS TAPE, 120 MINUTE	2.50



August 14, 2017

MEMORANDUM

TO: Vice Mayor Melissa McKinlay, Chair
and Solid Waste Authority Board Members

SUBJECT: Amendment #1 to Interlocal Agreement (ILA) between Palm Beach County and the Solid Waste Authority for Taping, Broadcasting and Other Services

RECOMMENDATION: Authorize Executive Director to execute Amendment #1 to the ILA between Palm Beach County and the Solid Waste Authority for taping, broadcasting and other services.

BACKGROUND:

In 2004, Palm Beach County and the Solid Waste Authority entered into an ILA whereby the County would provide the Authority with taping, broadcasting and other services, and the Authority would reimburse the County for these services. Due to improvements in technology since this ILA was entered into, staff recommends amending the terms of the agreement. These amendments will save the Authority money and reduce County resources (both personnel and technical) while providing an improved level of service in the production of SWA Governing Board meetings for air on PBC CH 20.

BUDGET IMPACT: Sufficient funds are available and budgeted.

ATTACHMENTS: Amendment #1 to Interlocal Agreement w/PBC

REVIEWS:

Director: Will R., Date: 8-14-17

Chief Officer: _____, Date: _____

Chief Finance Officer: Paul E. Thomas, Date: 8/16/17
(as required)

Legal Counsel: H. J. L., Date: 8/16/17
(as required)

Managing Director: [Signature], Date: 8/16/17

Executive Director: Mark M., Date: 8/14/17

ITEM 5-E
Page # 1/6

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND
THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**

THIS FIRST AMENDMENT is made this _____ day of _____, 2017, between the Solid Waste Authority of Palm Beach County, a dependent special taxing district created pursuant to Chapter 2001-331, Laws of Florida, as amended, (hereinafter "Authority"), 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.

WITNESSETH:

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, Authority and County entered into an Interlocal Agreement dated August 17, 2004 (County Resolution No. R2004-1775) (the "Agreement") for the County to provide the Authority with taping, broadcasting, and other services, and for the Authority to reimburse the County for said services; and

WHEREAS, the Authority and the County wish to amend the Agreement in order to incorporate changes to the services rendered and payments for services, as well as other minor changes.

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

1. Section 3 of the Agreement is deleted in its entirety and replaced with the following:

Section 3. Representative/Monitoring Position

The County's representative/contract monitor during the terms of this Agreement shall be the Palm Beach County Director of Public Affairs, whose telephone number is 561-355-2754. The Authority's representative/contract monitor during the terms of this Agreement shall be the Authority's Director of Public Affairs and Recycling, whose telephone number is 561-640-4000.

2. Section 5 of the Agreement is deleted in its entirety and replaced with the following:

Section 5. Services Rendered

5.01 Technical, Recording, Broadcasting and Editing Services. The County shall provide technical, recording, broadcasting and editing of Authority Governing Board

meetings. County staffing is to include, one (1) technical director, one (1) camera operator/switcher, and one (1) live truck operator. The Authority will provide two (2) video production staff to operate robotic cameras, switcher and remote multimedia presentation system. The County and the Authority shall maintain the above production staffing levels unless and until both parties mutually agree that staffing adjustments are necessary to provide the requested services. Upon completion of recording, the County's Public Affairs Office shall provide the Authority with one final version of the digital file for historical purposes. Editing services may also be provided as needed.

5.02 Other Services. During the term of this Agreement, it may be determined that the County can efficiently provide other services, such as producing public service announcements and informational programming, for the Authority on a cost-effective basis. It shall be the responsibility of the County's Public Affairs Office staff and the Authority's Public Affairs and Recycling staff to ensure setup and breakdown of all taping equipment and lighting. In such an event, the scope of the work shall be established in writing and approved by the County Administrator and the Authority's Executive Director.

3. Section 6 of the Agreement is deleted in its entirety and replaced with the following:

Section 6. Payments/Invoicing and Reimbursement

The Authority will be billed for technical, recording, broadcasting and editing services described in Section 5.01 above in an amount not to exceed \$9,000 annually.

The Authority further agrees to pay the County for other services described in Section 5.02 above in an annual amount not to exceed \$20,000 annually according to the rates as shown on Revised Exhibit A, attached.

The County shall bill the Authority quarterly based on actual time spent on services provided to the Authority. 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 the Authority except for the cost of any travel required outside the geographical boundaries of Palm Beach County, which will be reimbursed to the County by the Authority at actual cost incurred by the County. Billing will be in quarter-hour increments, and the County shall provide appropriate documentation to support each quarterly billing.

The hourly rates and the annual budget may be adjusted annually following the adoption of the County's annual budget by written agreement between the County Administrator and the Authority's Executive Director.

4. Section 12 of the Agreement is deleted in its entirety and replaced with the following:

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:
Palm Beach County
301 N. Olive Ave., Suite 1102
West Palm Beach, FL 33401
ATTN: Public Affairs Director

Authority:
Solid Waste Authority of Palm Beach
County
7501 N. Jog Road
West Palm Beach, FL 33412
ATTN: Director Public Affairs and
Recycling

5. Section 19 of the Agreement is deleted in its entirety and replaced with the following:

Section 19. Nondiscrimination

The parties warrant and represent that all of their 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, or genetic information.

6. Section 23 is added to the Agreement as follows:

23. Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 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 any party doing business with the County, including its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. Section 24 is added into the Agreement as follows:

24. No Third Party Beneficiaries

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

8. Exhibit "A" to the Agreement is replaced with Revised Exhibit "A", which is attached hereto and incorporated herein.
9. The Effective Date of this First Amendment shall be the date the last of the parties approves this First Amendment. All other provisions of the Agreement, dated August 17, 2004, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

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

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

(SEAL)

APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Director of Public Affairs

ATTEST:

SOLID WASTE AUTHORITY OF
PALM BEACH COUNTY

By: _____
Clerk to the Authority

By: _____
Vice Mayor Melissa McKinlay, Chair

(SEAL)

APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

By: _____
General Counsel, SWA

**PBC TV Channel 20
Production Service Rates**

ITEM	PER HOUR / UNIT
PORTABLE PRODUCTION UNIT	\$ 14.00
STUDIO	\$ 30.00
ENG EQUIPMENT	\$ 8.00
MASTER CONTROL	\$ 75.00
VISTA CENTER VIDEO BOOTH	\$ 60.00
AVID EDIT SUITE	\$ 40.00
6TH FLOOR VIDEO BOOTH	\$ 60.00
DUB CENTER	\$ 10.00
REMOTE TRUCK	\$ 200.00
MINI DV 63	\$ 1.75
MINI DV 33	\$ 3.49
DVCAM 40	\$ 8.00
DVCAM 63	\$ 13.79
DVCAM 184	\$ 21.00
PRINTABLE DVD (Includes Jewel Case)	\$ 0.61
PRINTABLE CD (Includes Jewel Case)	\$ 0.61
PRINTABLE DVD	\$ 0.26
PRINTABLE CD	\$ 0.26
JEWEL CASE	\$ 0.37
4 DISK JEWEL CASE	\$ 0.42
CD/DVD PAPER ENVELOPE	\$ 0.05
STAFF PRODUCTION RATE	\$ 73.00