

INTERLOCAL AGREEMENT

PROVIDING FOR THE COOPERATIVE DEVELOPMENT AND ADMINISTRATION

OF CITY AND COUNTY GOVERNMENT ACCESS TELEVISION

THIS INTERLOCAL AGREEMENT is made and entered into at Sarasota, Florida this 7th day of December, 1999 by and between the CITY OF SARASOTA, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "City," and the COUNTY OF SARASOTA, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County."

WHEREAS, Section 163.01, Florida Statutes, Florida Interlocal Cooperation Act of 1969, authorizes municipalities and counties to provide services and facilities through the use of cooperative agreements for the mutual advantage of each governmental entity, and

WHEREAS, City and County have each executed a Franchise Renewal Agreement with Comcast Cablevision of West Florida, Inc. ("Comcast") which provides in part for the provision of cable channels to accommodate the community's desire to view local; and,

WHEREAS, City and County intend to make the County the Administrative Agent for all local development and broadcasting to be known as **Access SARASOTA**; and,

WHEREAS, City and County desire to enter into an Interlocal Agreement providing for the cooperative development and administration of the **Access SARASOTA** programming because they may more efficiently provide services to their residents by working cooperatively on joint programs and projects; and,

WHEREAS, it is the intent of the City and County to utilize the powers and authority of the Florida Interlocal Cooperation Act of 1969 by the execution of this Interlocal Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter contained, it is agreed between the City and County as follows:

Section 1. Definitions.

Access Sarasota The cable channel designated for government use by the City and County.

Board The Board of County Commissioners of Sarasota County Government.

City and County Management Team The City Auditor and Clerk or designee, the City Manager or designee, the County Administrator or designee, the General Manager, and the Manager of **Access SARASOTA**.

Clerk of the Board The Clerk of the Circuit Court of Sarasota County.

Commission The City Commission of the City of Sarasota.

Franchise Renewal Agreements The Cable Franchise Renewal Agreements entered into by the City and County with Comcast dated February 1, 1999 for the County and March 1, 1999 for the City.

General Manager The County's General Manager of Public Communications.

Government Access Channels The cable channel or channels negotiated through the Franchise Renewal Agreement designated for local non-commercial government use sponsored by Sarasota County or the City of Sarasota.

Government Programming Activity, project or program produced by, or on behalf of, local, regional, state or federal government.

Government-sponsored An activity, project or program that is either funded or supported through in-kind services by City, County, regional, state or federal government.

Office The office of **Access SARASOTA**.

Policies and Guidelines Adopted procedures and guiding principles for the operation and programming of **Access SARASOTA**.

Work Plan An annual plan that outlines the number and type of programs to be produced for **Access SARASOTA**.

Section 2. Purpose.

This Interlocal Agreement is entered into to establish a joint City/County venture for a government access cable television channel to be known as **Access SARASOTA**. Utilizing channels provided by Comcast, through the Franchise Renewal Agreements with the City and County, **Access SARASOTA** will provide Government Programming or Government-sponsored programming relating to the County or the City.

Access SARASOTA will adhere to the Policies and Guidelines attached to this agreement as EXHIBIT A and incorporated herein.

Section 3. Term.

This Interlocal Agreement shall be effective upon adoption by the Commission and Board and the recording of a certified copy in the official records of Sarasota County and shall remain in effect until termination of the Franchise Renewal Agreements.

Section 4. Office Responsibilities.

The Office will be responsible for implementing the following programming:

Gavel to gavel coverage of public meetings (live and tape delayed broadcasts).

Public service announcements and bulletin board information.

Informational and educational programs.

Other programs as directed by the City and County Management Team.

Section 5. Governance.

The County will serve as the administrative agent for the Office. All procurement of goods and services necessary for the administration of the Office shall be in compliance with County procurement policies.

The Office will be administered by the General Manager, who will be assisted by a County employee designated as the Manager of **Access SARASOTA**, notwithstanding the official job title of the employee.

The City and County Management Team will be responsible for ensuring that City and County objectives are communicated and achievable. The City and County Management Team will also provide the ongoing monitoring of the Office including goal setting and adherence to the Policies and Guidelines of the Office.

The City and County Management Team shall be authorized to propose amendments to the Policies and Guidelines from time to time as may be necessary. All amendments shall be in writing, approved by the Commission and Board, and recorded with the County Clerk and the City Auditor and Clerk as amendments to this agreement.

Section 6. Office Budget.

With the exception of franchise fees all funds from Comcast shall be received and administered by the County pursuant to the terms in the Franchise Renewal Agreements. The one-time Cable Grant of \$60,000 payable to the County and the City from Comcast pursuant to the Franchise Renewal Agreements shall be paid directly to the County, who shall then distribute \$30,000 of the Grant to the City immediately upon execution of this agreement. The access channel support funds from Comcast payable to the County and the City pursuant to the Franchise Renewal Agreements shall be paid directly to the County, who shall maintain the funds in a unique fund for the County and City for use in the purchase of equipment, facilities and ongoing support for the access channels. After the initial facility construction and equipment purchases have been paid, the funds shall be maintained in the fund for use in maintaining and upgrading the facility and equipment.

The County and City may establish additional operating budgets related to *Access SARASOTA*. Such budgets may be budgeted within the operating budgets of departments and units within the County and /or City and would not be subject to the terms of this agreement.

Administrative responsibility shall include, the financial accounting of all funds and using funds in a manner permitted by federal, state and local law. The County will serve as the lead agency for all **Access SARASOTA** funds.

Section 7. Facility Utilization

The **Access SARASOTA** facility and equipment shall be made available to the City and County at no charge for production and broadcast of programs included in an annual Work Plan developed by the General Manager and approved by the City and County Management Team. The facility and equipment shall be made available during regularly scheduled work hours to the

City and County based on the ratio of cable subscribers in each jurisdiction, unless determined otherwise by the City and County Management Team.

Section 8. Office Employees.

The Office will be staffed by County employees subject to all County rules and regulations.

Section 9. Responsibility of the General Manager.

The General Manager will be responsible for insuring that all programs administered by the Office are implemented in conformance with appropriate federal, state and local laws.

The General Manager, working with the other members of the City and County Management Team, will develop an annual Work Plan that delineates number and type of programs to be produced during the fiscal year. The Work Plan will establish measurable performance goals for the Office. These goals will be revised by September 30 of each year.

Section 10. Reports to Commission and Board.

On behalf of the City and County Management Team the General Manager shall submit to the Commission and Board, at least annually, a report including the annual Work Plan and showing the activities and progress toward meeting the performance goals of the Office.

Section 11. Notice.

Notice to either the City or County shall be in writing, sent by U.S. Mail or hand delivery to the following:

City of Sarasota & Sarasota County

City Auditor and Clerk County Administrator

1565 First Street, Room 101 1660 Ringling Blvd. 2nd Floor

Sarasota, Florida 34236 Sarasota, Florida 34236

Section 12. Early Termination

Either party may terminate this agreement by giving notice to the other at least one year in advance of the commencement of a fiscal year. However, neither party may terminate this agreement during the first five years from October 1, 1999.

Section 13. Hold Harmless.

The parties agree that by execution of this Agreement, no party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as set forth in section 768.28, Florida Statutes. County shall hold City harmless, and indemnify the City from the County's negligent acts or omissions, including the acts or omissions of the County's employees or agents, with respect to County's performance under this Interlocal Agreement. City shall hold the County harmless and indemnify the County from the City's negligent acts or omissions, including the acts or omissions of the City's employees or agents, with respect to City's performance under this Interlocal Agreement to the extent permitted by law.

Section 14. Filing of the Interlocal Agreement.

It will be a condition precedent to the effectiveness of this Interlocal Agreement that a certified copy is filed with the County Clerk and the City Auditor and Clerk.

Section 15. Entire Agreement.

This Interlocal Agreement embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other agreements or understandings, written or oral, between the parties relating to the subject matter hereof. Any amendments or modifications to this Interlocal Agreement must be in writing, signed by all parties, and recorded pursuant to Section 14 herein.

ATTEST: CITY COMMISSION OF THE

CITY OF SARASOTA, FLORIDA

By: _____

City Auditor and Clerk Mayor

Print name: _____

Date:

Approved as to form and correctness:

Date: _____

City Attorney

ATTEST: BOARD OF COUNTY COMMISSIONERS

KAREN E. RUSHING, Clerk of the OF SARASOTA COUNTY, FLORIDA

Circuit Court and Ex-Officio

Clerk of the Board of County

Commissioners of Sarasota,

County Florida

By: _____

Deputy Clerk Chairman

Print name: _____

Date: _____

Approved as to form and correctness:

Date: _____

County Attorney