

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Agreement with The Villages Entertainment & Special Events for Audio Services performed at Board of County Commissioners Meetings and other Government related meetings located within The Villages Recreation Centers

REQUESTED ACTION: Staff recommends approval

Work Session (Report Only) **DATE OF MEETING:** 9/11/2012
 Regular Meeting Special Meeting

CONTRACT: N/A Vendor/Entity: _____
Effective Date: 9/11/2012 Termination Date: 2/28/2029
Managing Division / Dept: Administrative Services/Support Services

BUDGET IMPACT: \$5,000 Annually
 Annual **FUNDING SOURCE:** Clerk of Circuit Court
 Capital **EXPENDITURE ACCOUNT:** _____
 N/A

HISTORY/FACTS/ISSUES:

Due to the cancellation of agreement request provided by our current vendor, Turnkey Media Group, The Sumter County Board of County Commissioners is entering into an agreement with The Villages Entertainment & Special Events effective September 11, 2012. The purpose of this agreement was for the Turnkey Group to provide audio and lighting services for County Commission and other government meetings in The Villages Recreation Centers.

Within this Agreement, The Villages Entertainment & Special Events is required to request in writing any increase or decrease to the hourly labor rate. The current hourly rate for one technician is \$29.50, if two technicians are required the second person would be charged at \$27.50 per hour. By utilizing this vendor, we will be saving a \$100 equipment fee per meeting. This will save the county approximately \$3,600 a year.

Attached is the Agreement, Exhibit "A", and the letter provided by The Villages Entertainment & Special Events.

INDEPENDENT CONTRACTOR AGREEMENT
FOR AUDIO SERVICES

THIS AGREEMENT is made this 11th day of September, 2012, by and between **Board of Sumter County Commissioners** (hereafter referred to as "Board"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and **The Villages Entertainment & Special Events** (hereafter referred to as "Contractor"), whose address is 1070 Canal Street, The Villages, FL 32162.

RECITALS

WHEREAS, the Board has need of professional services for Audio Services; and

WHEREAS, The Villages Entertainment & Special Events has represented that it is capable of providing audio services for County Commission Meetings located within the Villages Recreation Centers; and

NOW, THEREFORE, the parties agree as follows:

1. County does hereby contract with the Contractor to provide audio services for County Commission and other government meetings. The Interlocal Agreement between the Board and The Sumter Landing Community Development District is attached hereto as Exhibit "A", as set forth in haec verba. The relationship of the Contractor to the Board will be that of a professional Contractor and the Contractor will provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to Contractor's profession, and Contractor will endeavor to provide to the Board prompt and efficient consulting services to the best of its ability.
2. The parties accept the above recitals as true and correct, and incorporate them as stated herein.
3. The term of this Agreement shall commence on the day and year as shown above and continue in full force through February 28, 2029, unless otherwise terminated as provided in paragraph five (5) of this Agreement. The term of this Agreement does not relieve the Contractor of any future responsibility as described in paragraph eight (8) of this Agreement.
4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, Contractor shall be authorized to receive payment for all work performed up to the date of termination.
5. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractors' hours, services, expenses and any other services utilized by the Board. The Contractor shall be paid \$29.50 per hour for a one person job; if a second person is needed, the rate for the second person is \$27.50 per hour. Contractor shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth above shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written

agreement of both parties.

6. General Considerations.

- a. The Board and Contractor each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the Board nor Contractor shall assign or transfer their interest in this agreement without the prior written consent of the other party.

7. Should any other professional services be called for by the Board, which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The Contractor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Contractor shall be available to represent the Board, serve as an expert witness and provide supporting documentation as necessary.

8. Contractor does hereby specifically promise and agree to "hold harmless", defend and indemnify the Board and the agents, servants, employees, officers, and officials thereof from and against any and all liability or responsibility for damage to property or person that may arise in connection with the services to be provided hereunder, including payment of all reasonable attorney's fees, costs and expenses associated with the same.

9. Contractor, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the Board and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the Board, except as provided in the scope of services called for herein. Contractor is hereby designated as an independent contractor to the Board and none of the employees, agents or servants of the Contractor shall have, or be entitled to, any of the fringe benefits applicable to employees of the Board.

10. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

11. Contractor does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Sumter County, Florida, and Contractor hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the Board in any other State Court, Federal Court or administrative tribunal.

12. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.

13. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.

14. In performing services hereunder, Contractor shall comply with all federal, state and local laws and regulations. Contractor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Contractor shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for Contractor to provide the type of services required hereunder.

15. E-Verify: system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.

The contractor agrees to certify to Sumter County (County) that they are in compliance with the federal E-Verify program; this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file by the general contractor and made available to the state and/or the County upon request. The Sumter County Board of County Commissioners reserves the right to take action against any contractor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of the contract and/or suspending or debaring the contractor from performing services for the County.

16. Contractor shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.

17. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

18. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

FOR THE BOARD

FOR THE CONTRACTOR

Name: Bradley S. Arnold

Name: Barbara Vesco

Address: 7375 Powell Road, Wildwood, FL 34785

Address: 1070 Canal Street, The Villages, FL 32162

Title: County Administrator

Title: Director

Date: _____

Date: _____

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____

By: _____, Chairman

Date Signed: _____

ATTEST:

Contractor

By: _____

By: _____

Date Signed: _____

Exhibit A

INTERLOCAL AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of February, 2009, by and between THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA ("COUNTY"), and the SUMTER LANDING COMMUNITY DEVELOPMENT DISTRICT ("SLCDD").

1. The COUNTY and the SLCDD are authorized to enter into this Agreement pursuant to the provisions of Chapters 125 163 and 190, Florida Statutes.
2. The purpose of this Agreement is to enable the COUNTY and the SLCDD to outline rules and parameters related to the COUNTY's use of SLCDD facilities for public meetings.
3. The COUNTY and the SLCDD hereby agree that the following facts form the predicate basis for this Agreement:
 - a. The COUNTY currently utilizes SLCDD facilities to conduct public meetings in Sumter County, and;
 - b. The COUNTY anticipates that it will have a long term need for readily available public meeting space,
 - c. The use of SLCDD facilities for public meetings has allowed the COUNTY to efficiently conduct public business in suitable facilities at a minimal cost to taxpayers, and;
 - d. The execution of this agreement provides a capital cost savings to the COUNTY by eliminating the need for a similar public meeting room to be constructed in the Wildwood area.
4. Based on the foregoing, the SLCDD and the COUNTY agree as follows:
 - a. FACILITY USE: The SLCDD shall allow the COUNTY to use the Colony Cottage Regional Recreation Center and other jointly agreed upon facilities for the purpose of holding public meetings and workshops for the Sumter County Board of County Commissioners and the Sumter County Zoning Adjustment Board. If necessary other COUNTY government committees and boards will be afforded the same opportunity; however, this is strictly when availability of the facility allows for the use. The SLCDD will not charge the COUNTY for use of the aforementioned facilities.

b. **TERM OF AGREEMENT.** The term of this agreement shall be a period of twenty (20) years, commencing on 3-01-09, and ending at 12:00 midnight on 2/28/29.

c. **FACILITY USE SCHEDULING:** On or about November 1st of each year, excluding the initial year of execution, COUNTY will provide SLRDD with the upcoming calendar year's regular meeting schedule for the Board of County Commissioners and the Zoning Adjustment Board and SLRDD will use its best efforts to accommodate the COUNTY but is not required to reschedule events already booked for facility use to accommodate a meeting time and date desired by the COUNTY. Any other COUNTY meeting will be scheduled through the SLRDD in the same fashion as any other customer of SLRDD for the use of the facility.

d. **SECURITY DEPOSIT.** No security deposit shall be required.

e. **COVENANTS.** The parties covenant and agree as follows:

1. COUNTY shall use the SLRDD facilities in a careful and proper manner; to commit or permit no waste or damages to the premises; to conduct or permit no act that is a nuisance or may be in violation of any federal, state or local law or ordinance.

2. COUNTY shall not be liable for any loss by reason of damage, theft, or otherwise to the property of the SLRDD, or the SLRDD's agents, employees, guests, or visitors provided such loss is not attributable to the negligent or intentional act or acts of the County.

3. SLRDD shall maintain the facilities in a manner suitable to the COUNTY's proposed uses as stated herein. COUNTY shall provide audio and recording equipment as required by the COUNTY.

f. **INSURANCE.** COUNTY shall furnish liability insurance coverage as to the COUNTY's facility activities as well as coverage for personal injury. The limits of liability shall not be less than \$1,000,000 per occurrence for injury or death to any person or persons, and the general aggregate shall not be less than \$2,000,000. The SLRDD shall be named as an additional insured.

g. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement under the following parameters:

SLRDD may terminate this agreement early for any reason, via a 365 day written notice of intent terminate to the COUNTY. COUNTY may also terminate for any reason, subject to a 60 day written notice of intent to terminate to SLRDD.

h. MODIFICATION OF AGREEMENT. Both parties reserve the right to modify or replace this agreement by mutually executed and approved in writing.

i. DISPUTE RESOLUTION. All personnel of the COUNTY and the SLRDD are expected to cooperate to assure the highest level of service and efficiency for the citizens of the COUNTY. In the event that there is an operational or procedural conflict between the personnel of COUNTY or SLRDD, the dispute shall be resolved through written notice of the conflict by the aggrieved party and subsequent discussions between the COUNTY Administrator and the SLRDD District Manager. Should such efforts fail to resolve the conflict, the parties will utilize the dispute resolution procedures of Chapter 184, Florida Statutes.

j. GOOD FAITH. Each of the parties hereto does herewith agree to take such action and forebear such actions as agreed necessary to carry the meaning and intent of this agreement and all of its terms and conditions.

In witness whereof, the parties hereto have executed this Agreement as of the date first above written.

ATTEST:



Debra Webb, D.C.
CLERK

SUMTER COUNTY BOARD
OF COUNTY COMMISSIONERS

Handwritten signature of Garry Breeden in black ink.

GARRY BREEDEN
Chairman

Date Signed: FEB 10 2009

SUMTER LANDING COMMUNITY
DEVELOPMENT DISTRICT

ATTEST:

Handwritten signature of Jennifer McQueary in black ink.

Jennifer McQueary
CLERK Jennifer McQueary
District Clerk

Handwritten signature of Michael Berning in black ink.

Michael Berning, Chairman

Date Signed: 3/13/09

FACT	CERTIFICATE OF COVERAGE	Date: 02/03/2009
-------------	--------------------------------	------------------

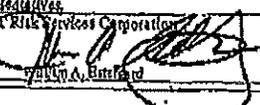
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT ALTER, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE AGREEMENT LISTED HEREIN.

MEMBER COUNTY: SUMTER COUNTY • Attn: SANDRA HOWELL • 910 N. MAIN STREET • BUSHNELL, FL 33513	ENTITY AFFORDING COVERAGE: Florida Association of Counties Trust (FACT) 2367 Centerville Rd., Box 15589 Tallahassee, FL 32301
Coverage Agreement Period From: 10-01-08 To: 10-01-09	Coverage Agreement Number FAC 2373

This is to certify that the Coverage Agreement listed above has been issued to the FACT Member above for the coverage period indicated and that the Coverage Agreement was issued with the Coverage Parts and at the limits indicated below. Absence of an entry opposite a Coverage Part means that Coverage Part and the Coverages thereunder are not provided. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the coverage agreement described herein is subject to all the terms, exclusions, and conditions of such Coverage Agreement. The limits shown hereinafter may have been reduced by payment of claims.

COVERAGES	LIMITS
<input checked="" type="checkbox"/> Public Agency Multi-Class Coverage Part	
Coverage A, "Bodily Injury" Liability; Coverage B, "Property Damage" Liability; Coverage C, "Personal Injury" and "Advertising Injury" Liability; Coverage E, "Errors or Omissions" Liability; and Coverage G, "Civil Rights" Liability	Coverage Part Aggregate: \$ 3,000,000 General Liability Per Occurrence: \$ 1,000,000 "Florida Liability" Per Occurrence: \$ 200,000 "Florida Liability" Per Person: \$ 100,000 Fire Damage Per Occurrence: \$ 50,000
<input type="checkbox"/> "Designated Wrongful Employment Practices" Coverage Part	
Coverage H, "Designated Wrongful Employment Practices" Liability	Coverage Part Aggregate: \$ "Designated Wrongful Employment Practices" Liability Per Occurrence: \$ "Florida Liability" Per Occurrence: \$ "Florida Liability" Per Person: \$
<input type="checkbox"/> "Employee Benefits Errors or Omissions" Coverage Part	
Coverage I, "Employee Benefits Errors or Omissions" Liability	Coverage Part Aggregate: \$ "Employee Benefits Errors or Omissions" Liability Per Occurrence: \$ "Florida Liability" Per Occurrence: \$ "Florida Liability" Per Person: \$
<input type="checkbox"/> Auto Coverage Part	
Auto Liability, Including Owned, Non-Owned and Hired Autos as Indicated on the Schedule of Covered "Autos"	Auto Liability Per Occurrence: \$ "Florida Liability" Per Occurrence: \$ "Florida Liability" Per Person: \$

Description of Operations/Locations/Vehicles/Special Items: **SHERIFF'S OPERATIONS EXCLUDED. \$1,000 deductible to Public Agency. With respect to County using Certificate Holder's property for holding public meetings and workshops for Sumter County Board of Commissioners and the Sumter County Zoning Adjustment Board. Certificate Holder is added as an Additional Insured per form FACT 17U 213 9/97.**

CERTIFICATE HOLDER: Sumter Landing Community Development District 3231 Wadsworth Lane The Villages, FL 32162	CANCELLATION Should any of the above described coverage agreements be canceled before the expiration date thereof, FACT will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon FACT, its agents or representatives. FACT Risk Services Corporation by:  William A. Estabrook
--	---



Entertainment * Special Events
1070 Canal Street
The Villages, Florida 32162
Phone (352) 750-5411
Fax (352) 750-3024

August 23, 2012

Dear Jessica;

Thank you for the opportunity to provide Audio Assistance for the Board of County Commissioners. The Villages Entertainment * Special Events Office has provided top notch entertainment and special events to The Villages for over 17 years. We have recently expanded our in house operation to include skilled audio technicians to support our needs as well as other entities within The Villages. We expect this move to provide more cost effective services which we can extend to you. Our current technician rate is \$29.50 per hour for a one person job and if a second individual is needed; the rate for the second person is \$27.50 per hour. These rates include your standard equipment requirements.

We are looking forward to developing a long term relationship. If you have any questions or need additional information please call at your convenience.

Regards,

Villages Entertainment * Special Events

A handwritten signature in cursive script that reads 'Barbara A. Vesco'.

Barbara A. Vesco

Director