

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: 03/13/2007

☐ Consent

☒ Regular

☐ Workshop

☐ Public Hearing

Department: Administration

Submitted By: Administration

Submitted For: Economic Development Office

I. EXECUTIVE BRIEF

Motion and Title: STAFF RECOMMENDS MOTION TO APPROVE: A \$166,000 Film & TV Tech Prep Grant Agreement with The Palm Beach County Film & Television Commission (FTC) commencing March 11, 2007 and ending March 10, 2008.

Summary: The objectives of the PBC Film & TV Tech Prep Program are to prepare high school students for career pathway and create a future workforce in the film & television industry through the Palm Beach County Film & TV Tech Prep Program; and to provide educational, financial and logistic resources for high school and college students, and teachers through the Palm Beach County Film & Television Commission. The \$166,000 Agreement with FTC will provide funding for operational, education and equipment expenses for conducting the Film & TV Tech Prep Program, which is entering its 11th year of operation with the purpose of continuing to develop the Film & TV Industry in Palm Beach County through an enhanced strategic plan (drafted by educators and professionals). The Scope of Services outlined for FY 2006 (R2006-0428) were all completed. The scope of services outlined for the FY 2007 Agreement is to: 1) Complete the last two phases (III and IV) of the strategic plan for the Film & TV Education Program, which includes the re-configuration and repair of existing equipment and some facilities, and training workshops to instructors and students. 2) Purchase and distribute available equipment and educational resources to participating PBC schools and Palm Beach Community College. 3) Produce the 12th Annual Palm Beach International Film Festival Student Showcase of Films (SSOF) award ceremony, the SSOF opening film, and the Students Movie Premiere. 4) Increase awareness of and visibility to the Film & TV Program and Palm Beach County through the production of seven commercials that will identify the County's cluster industries and the international distribution of student-produced programming. 5) Develop an on-line voting competition around the finalists of the SSOF and structure and Alumni Program for past winners of the SSOF to track their success in the film and TV industry. This Grant Agreement has been approved for the current budget year. Countywide (DW)

Background and Policy Issues: The Film & TV Tech Prep Program was created by Palm Beach County in 1996 as a result of the Board of County Commissioners' endorsement of the expanding Film and Television Industry at the 1993 Economic Summit. The program is currently active in 15 high schools.

Attachments:

Grant Agreement

Program Proposal

Recommended by:



Economic Development Director

2/25/07
Date

Approved by:



Assistant County Administrator

2/26/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures					
Operating Costs	<u>166,000</u>				
Operating Revenues					
Program Income (PBC)					
In-Kind Match (PBC)					
NET FISCAL IMPACT	<u>166,000</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes ☒ No

Budget Account No.: Fund 1539 Department 764 Units 1080 Object 8201
Program Code 0731

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

The sources for the \$166,000 is the Film Studio.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

Sam Omt 2-28-07
GWH 2/27/07 DFMB CN 2/27/07
3/1/07
Jim J. Javelle 3/2/07
Contract Dev. and Control
This Contract complies with our contract review requirements.

B. Legal Sufficiency:

[Signature] 3/5/07
Assistant County Attorney

C. Other Department Review:

Department Director

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

The Palm Beach County Film & Television Commission

**A FILM & TV TECH PREP PROGRAM GRANT AGREEMENT BETWEEN
PALM BEACH COUNTY
AND
THE PALM BEACH COUNTY FILM & TELEVISION COMMISSION**

THIS Grant Agreement, entered into this _____ day of _____, 2007, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and the **Palm Beach County Film & Television Commission**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **1555 Palm Beach Lakes Boulevard, Suite 900, West Palm Beach, Florida 33401**, hereinafter referred to as the GRANTEE, whose Federal Employer Identification Number is **650692923**.

WHEREAS, the GRANTEE is a not-for-profit corporation dedicated to provide support for educational programs in the film and television industry,

WHEREAS, The Palm Beach County Commission has provided financial support for the purchase of film and production equipment for students,

WHEREAS, Palm Beach County desires to engage the GRANTEE to implement the Palm Beach County Film & Television Tech Prep Program, hereinafter referred to as "PROGRAM" in order to foster a stronger and more balanced economy in Palm Beach County, and

WHEREAS, Palm Beach County, and the GRANTEE desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereby agree to the following terms and conditions:

Recitals

The foregoing recitals are correct and true at the time of execution of this Agreement and are incorporated herein by reference:

**PART I
TERMS OF THE CONTRACT**

Scope of Services

The GRANTEE shall, in a satisfactory and proper manner as determined by the COUNTY, perform the tasks necessary to complete the Scope of Services outlined in Exhibit "A", submit invoices using the cover sheet as shown in Exhibit "B", and provide reports as shown in Exhibit "C", which are attached hereto and made a part hereof. In order to provide the services set forth in Exhibit "A", GRANTEE may enter into contracts with various firms or individuals to assist GRANTEE in its performance of the activities or functions described in this Agreement, provided that the funds necessary to perform such duties, activities or functions are included in the budgeted amount set forth in Exhibit "A". The term of any such contract shall not extend beyond the expiration or earlier termination of this Agreement or any renewal thereof, and all such contracts shall expressly so provide. No such contract or agreement shall obligate the COUNTY in any manner to any third party.

Effective Date & Term

The effective date of this Agreement shall be the 11th day of March, 2007. The term of this Agreement shall be twelve (12) months from the effective date of this Agreement. This Agreement shall end on the 10th day of March, 2008.

Grant Amount

The GRANTEE will be eligible for a grant amount not to exceed **\$166,000 (one hundred sixty six thousand dollars)**, which shall be payable in accordance with the terms of this Agreement and the eligible expenses outlined in Exhibit "A." Any funds not obligated by the expiration date of this Agreement shall automatically revert to the COUNTY.

Performance Period

The GRANTEE shall have twelve (12) months from the effective date of this Agreement to fulfill the obligations as scheduled in Exhibit "A." Said services shall be performed in a manner satisfactory to COUNTY. **In any event, all services required hereunder shall be completed by the GRANTEE no later than March 10, 2008.**

The Palm Beach County Film & Television Commission

Eligible Reimbursements

The grant funds available under this Agreement shall be provided only for reimbursement expenses associated with the GRANTEE's consulting services as set forth on Exhibit "A."

Method of Payment

Costs incurred by GRANTEE in performing the duties and providing the services described in Exhibit "A" will be paid by COUNTY in accordance with the fiscal procedures of the COUNTY for expenditures specifically authorized by COUNTY. Payments of the COUNTY shall be made to GRANTEE as reimbursement for eligible expenditures, upon submission of invoices by GRANTEE to COUNTY, and a determination by COUNTY that the reimbursement requests are a COUNTY-approved budget line item under this Agreement. Each invoice submitted by GRANTEE shall be itemized in sufficient detail for audit thereof, and shall be supported by copies of the corresponding vendor invoices and proof of receipt of the goods or services invoiced. In no event shall the COUNTY provide advance funding to the GRANTEE or any subcontractor hereunder. The GRANTEE will bill the COUNTY on a monthly basis, or as otherwise provided, for purchase of film and production equipment, and program expenses. All requests for reimbursements shall include copies of paid invoices, canceled checks, or other documentation acceptable to the Palm Beach County Office of Financial Management & Budget and the Finance Department of the Clerk of the Circuit Court, and shall be sufficient to adequately describe the expenses and establish that the expense was actually incurred directly by the GRANTEE. Reimbursements should be submitted to the COUNTY for approval **within thirty (30) days** following the month in which the expense was incurred. Invoices shall **not** be honored if received by the Palm Beach County Finance Department **later than forty-five (45) days** after the expiration date of this Agreement, nor will any invoices be honored that predate the effective date of this Agreement. County reserves the right to withhold reimbursement if the deliverables are not completed as specified in Exhibit "A."

Purchasing Guidelines

GRANTEE may enter into contracts with firms or individuals for various goods and services needed to assist it in the performance of activities or functions specified in this Agreement, and in accordance with the following purchasing guidelines and requirements:

- a) Purchases between \$1,000 and 5,000 - GRANTEE may purchase film and production equipment between \$1,000 and \$5,000 upon obtaining oral quotes for equipment. GRANTEE will make every effort to obtain a minimum of three (3) quotes.
- b) Purchases between \$5,001 and \$10,000 - GRANTEE shall request written quotations for all purchases between \$5,001 and \$10,000. GRANTEE shall make every effort to receive a minimum of three (3) written quotations for each item or group of items needed. Requests for quotations shall be made to all prospective bidders, as feasible. GRANTEE shall furnish COUNTY with the responses or quotations received prior to the award. In the event the COUNTY shall question the recommended award, GRANTEE shall establish the appropriateness of the award.
- c) Purchases exceeding \$10,000 - GRANTEE shall request written proposals for all purchases over \$10,000. GRANTEE shall make every effort to secure at least three (3) written proposals for each item or group of items needed.

Budget Changes

GRANTEE may change each budget line item, as described in Exhibit "A", up to ten percent (10%) without written approval. For budget line item changes of more than ten percent, GRANTEE must submit a letter of request to the Economic Development Office prior to the budget change. Changes to the budget line items may be approved in writing, by the Economic Development Office's discretion during the contract period. The total budget line shall remain the same.

Conditions on Which Payment Is Contingent

A. Financial Accountability

The COUNTY as it deems necessary, may at any time review the GRANTEE's financial systems, or conduct an audit of the GRANTEE or any of its subcontractors, to determine the capability of the GRANTEE to fiscally manage the SCOPE OF SERVICES in accordance with COUNTY requirements.

B. Subcontracts

None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the COUNTY.

C. Reports

Reports shall be submitted to the COUNTY, postmarked no later than 14 days after the end of the reporting period, as outlined in Exhibit "C". The reports shall be to the satisfaction of the COUNTY and be subject to verification. The COUNTY reserves the right to request additional reports that are reasonable and fair from the GRANTEE, for any previous periods funded by the COUNTY upon 10 business days notice. The final report produced and submitted by the GRANTEE will reflect quarterly and cumulative figures.

**PART II
GENERAL CONDITIONS**

Opportunities For Residents And Civil Rights Compliance

The GRANTEE agrees that no person shall, on the grounds of race, color, disability, national origin, religion, age, familial status, sex, or sexual orientation be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the COUNTY shall have the right to terminate this Agreement. To the greatest extent feasible, low-income residents of the COUNTY shall be given opportunities for training and employment; and to the greatest extent feasible, businesses located in or owned by persons residing in the COUNTY shall be awarded contracts in connection with this Grant.

Opportunities For Small and Minority/Women-Owned Business Enterprises

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the GRANTEE shall make a positive effort to utilize small and minority/women-owned business enterprises as sources of supplies and services, and provide these enterprises the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small and minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County.

Non Discrimination

The GRANTEE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

Conflict Of Interest

The GRANTEE represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes.

The GRANTEE further represents that no person having any such conflict of interest shall be employed for said performance of services. The GRANTEE covenants that no person who presently exercises any functions or responsibilities in connection with the PROGRAM has any personal financial interest, direct or indirect, in the activities provided under this Agreement, which would conflict in any manner or degree with the performance of this Agreement.

The GRANTEE shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the GRANTEE's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the GRANTEE may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the GRANTEE. The COUNTY agrees to notify the GRANTEE of its opinion by certified mail within thirty (30) days of receipt of notification by the GRANTEE. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the GRANTEE, the COUNTY shall so state in the notification and the GRANTEE shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the GRANTEE under the terms of this Contract.

Contract Documents

The following documents are herein incorporated by reference or made part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

The Palm Beach County Film & Television Commission

- A. This Agreement including its Exhibits
- B. Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans With Disabilities Act of 1990
- C. The Drug-Free Workplace Act of 1988, as amended
- D. The GRANTEE's Policies and Procedures Manuals, and Job Descriptions
- E. The GRANTEE's Articles of Incorporation and Bylaws
- F. The GRANTEE's Certificate of Insurance
- G. Current list of the GRANTEE's Officers and members of Board of Directors
- H. Proof of GRANTEE's 501(c) (6) certification from Internal Revenue Service (IRS)
- I. Florida Statute 112.061, relating to per diem, travel.

All of these documents will be maintained on file by the GRANTEE. The GRANTEE shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

Federal and State Tax

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the GRANTEE. GRANTEE shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the GRANTEE authorized to use the COUNTY'S Tax Exemption Number in securing such materials. The GRANTEE shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

Governing Law and Venue

This Agreement shall be performed in accordance with applicable Federal, State, COUNTY laws, ordinances and codes. These represent minimum regulations which may be supplemented by more restrictive guidelines set forth by the COUNTY. Venue in any action, suit or proceeding in connection with this Agreement shall lie in a Florida State Court of competent jurisdiction located in Palm Beach County.

Binding Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

Construction of Agreement

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at this final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based on who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof shall 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.

Entirety of Contractual Agreement

The COUNTY and the GRANTEE agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

Recognition

The GRANTEE shall include a reference to the financial support herein provided by the COUNTY in all publications and publicity. In addition, the GRANTEE shall make a good faith effort to recognize COUNTY support for all activities made possible with funds available under this Agreement.

Severability Of Provisions

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

No Forfeiture

The rights of the COUNTY under this Agreement shall be cumulative and failure on the part of the COUNTY to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

The Palm Beach County Film & Television Commission

Default

In the event the GRANTEE fails or refuses to perform any term, covenant, or condition of this Agreement for which a specific remedy is not set forth in the Agreement, the COUNTY shall, in addition to any other remedies provided at law or in equity, have the right of specific performance thereof.

Failure to Comply

If the GRANTEE fails to comply with any of the provisions of this Agreement, the COUNTY may withhold, temporarily or permanently, all, or any, unpaid portion of the Grant Award upon giving written notice to the GRANTEE, terminate this Agreement and/or demand a refund of the Grant Award and the COUNTY shall have no further funding obligation to the GRANTEE under this Agreement.

Excusable Delays

The GRANTEE shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the GRANTEE or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the GRANTEE's request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the GRANTEE's failure to perform was without it or its subcontractors fault or negligence, the Agreement schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

Waiver

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party(s) waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

Remedies

This Agreement shall be governed by the laws of the State of Florida. Any 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, 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.

Termination

This Agreement may be terminated by the GRANTEE upon sixty (60) days prior written notice to the COUNTY'S representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the GRANTEE. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the GRANTEE. Unless the GRANTEE is in breach of this Agreement, the GRANTEE shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination.

In the event of termination prior to expiration of the term of this Agreement, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the GRANTEE with funds under this Agreement shall be returned to the COUNTY. In the event of termination, the GRANTEE shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the GRANTEE, and the COUNTY may withhold any payment to the GRANTEE until such time as the exact amount of damages due to the COUNTY from the GRANTEE is determined.

Amendments

The COUNTY may, at its discretion, amend this Agreement to conform with changes required by Federal, State, or COUNTY guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and signed by both parties.

The Palm Beach County Film & Television Commission

Independent Contractor Relationship

The GRANTEE is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the GRANTEE's sole direction, supervision, and control. The GRANTEE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the GRANTEE's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY. The GRANTEE does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

Successors and Assigns

The COUNTY and the GRANTEE each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the GRANTEE shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the GRANTEE.

Data Becomes COUNTY Property

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the GRANTEE for the purpose of this Agreement shall become the property of the COUNTY without restriction, reservation, or limitation of their use and shall be made available by the GRANTEE at any time upon request by the COUNTY. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to the COUNTY if requested. In any event, the GRANTEE shall keep all documents and records for three (3) years after expiration of this Agreement.

Evaluation And Monitoring

The GRANTEE agrees that the COUNTY will carry out periodic monitoring and evaluation activities as determined necessary by the COUNTY and that the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement and comparisons of planned versus actual progress relating to project scheduling, budgets, audit reports, and output measures. The GRANTEE shall submit information and status reports required by the COUNTY, on forms approved by the COUNTY. **The GRANTEE shall allow the COUNTY to monitor the GRANTEE on site. Such visits may be scheduled or unscheduled as determined by the COUNTY.**

Access and Audits

The GRANTEE shall maintain adequate records to justify all charges, expenses, and costs incurred in delivering the services for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, as often as the COUNTY deems necessary, at the GRANTEE's place of business. The COUNTY reserves the right to require submission of audited financial statements and/or to conduct a "limited scope audit" of the GRANTEE at any time or for any period.

Insurance

GRANTEE shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by GRANTEE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by GRANTEE under this Agreement.

A. *Commercial General Liability*

GRANTEE shall maintain Commercial General Liability at a limit of liability not less than **\$500,000 Each Occurrence**. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY'S Risk Management Department. GRANTEE shall provide this coverage on a primary basis.

B. *Business Automobile Liability*

GRANTEE shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000 Each Occurrence** for all owned, non-owned and hired automobiles. In the event GRANTEE does not own any automobiles, the Business Auto Liability requirement shall be

The Palm Beach County Film & Television Commission

amended allowing GRANTEE to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. GRANTEE shall provide this coverage on a primary basis.

C. *Worker's Compensation Insurance & Employers Liability*

GRANTEE shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. GRANTEE shall provide this coverage on a primary basis.

D. *Additional Insured*

GRANTEE shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The **Additional Insured endorsement shall read** "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." GRANTEE shall provide the Additional Insured endorsements coverage on a primary basis.

E. *Certificate(s) of Insurance*

Prior to execution of this Agreement, GRANTEE shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. Such **Certificate(s) of Insurance shall include a minimum thirty (30) days endeavor** to notify due to cancellation or non-renewal of coverage. The **Certificate Holder shall read** "Palm Beach County, C/O Economic Development Office, 301 N. Olive Avenue, 10th Floor, West Palm Beach, FL 33401."

F. *Right to Review*

COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Agreement. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

Indemnification

The GRANTEE shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the GRANTEE. The GRANTEE's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law. The GRANTEE shall hold the COUNTY harmless and shall indemnify the COUNTY for the conduct or activities and administration of the GRANTEE.

Arrears

The GRANTEE shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. THE GRANTEE further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

Public Entity Crimes

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the GRANTEE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

Criminal History Records Check

The GRANTEE shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if GRANTEE's employees or subcontractors are required under this contract to enter a "critical facility" (if applicable) as identified in Resolution R-2003-1274. The GRANTEE acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks,

The Palm Beach County Film & Television Commission

the GRANTEE shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

Availability of Funds

The COUNTY'S obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the Board of County Commissioners.

County Funded Programs

COUNTY funding can be used to match grants from other non-COUNTY sources; however, the GRANTEE cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

Regulations; Licensing Requirements

GRANTEE shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. GRANTEE is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

Authority to Practice

GRANTEE hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

Notice

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the COUNTY, notices shall be addressed to:

Kevin Johns, AICP, Economic Development Director
Economic Development Office
301 North Olive Ave., 10th Floor
West Palm Beach, Florida 33401
Phone (561) 355-3624
Fax (561) 355-6017

With a copy to:

Dawn Wynn, Assistant County Attorney
County Attorney Office
P.O. Box 1989
West Palm Beach, Florida 33402-1989

And if sent to GRANTEE shall be addressed to:

Chuck Elder, Film Commissioner
Palm Beach County Film and Television Commission
1555 Palm Beach Lakes Blvd., Suite 900
West Palm Beach, Florida 33401
Phone # (561) 233-1000
Fax # (561) 683-6957

The Palm Beach County Film & Television Commission

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the COUNTY and the GRANTEE.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO
TERMS AND CONDITIONS:

By: _____
Assistant County Attorney

By: _____
Economic Development Director

GRANTEE:

Palm Beach County Film & Television Commission

By: Chuck Elder, Film Commission _____
Grantee's Representative Name & Title Signature

Bill Metzger
Witness Name

Wainwright
Signature

(CORPORATE SEAL)

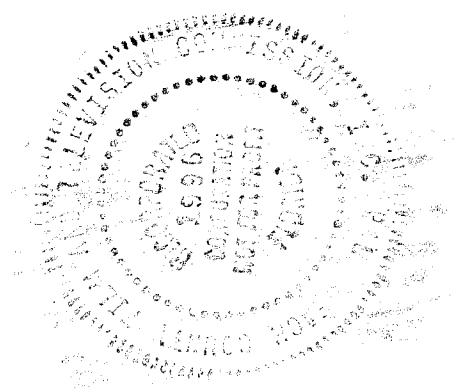


EXHIBIT A
SCOPE OF SERVICES

OBJECTIVES

- A) To prepare high school students for career pathway and create a future workforce in the film & television industry through the Palm Beach County Film & TV Tech Prep Program.
- B) To provide educational, financial and logistic resources for high school and college students, and teachers through the Palm Beach County Film & Television Commission.
- I. **The GRANTEE agrees to meet the above objectives and complete the following deliverables for FY 2007, as described in the submitted proposal:**
- A) **Staff program to meet objectives and work plan**
- Sub-contract an education consultant to carry out administrative duties.
 - Sub-contract a part-time assistant producer to coordinate the logistics of the Student Showcase of Films (SSOF) including scheduling, data entry, judges packages, winners packages, letter writing, wrangling students, sponsorships, program, press releases, RSVP's, etc.
 - FTC will provide accounting and auditing services to process accounts payable, monthly invoices, and a scheduled annual audit of contract expenditures.
- B) **Take appropriate actions to complete phase III and IV of the four-phase Plan of Action outlined by the consultant**
- Sub-contract a Service Technician to re-configure and repair existing facilities at select applicant schools, where practical. Delete broken/un-repairable pieces of equipment, adjusting / configuring existing systems accordingly.
 - Coordinate year round four (4) training programs (workshops) for students and instructors. These workshops will be organized/based around the new equipment available to them in the loan pool. Training will be mandatory prior to checking out equipment. Workshops will be filmed to begin a training library for instructors who missed the scheduled workshop.
- C) **Provide film & television educational resources to schools and other entities in PBC**
- Organize quarterly Media Sub-Committee (CEBLC) meetings, which include educators and industry professionals. CEBLC sets policies and helps guide staff to enhance film & television training programs and facilities to reach industry standards.
 - Bid, purchase and distribute equipment to Palm Beach County Schools and Palm Beach Community College.
 - Coordination and distribution of scholarships, awards, Palm Beach International Film Festival prize package/VIP passes for Student Showcase of Films winners.
 - Production and distribution of the 2007 Student Showcase of Films special edition TV show.
 - Reproduce, print and distribute a new/updated Palm Beach County Production Education Guide.
 - Website maintenance and updating.
 - Make year round presentations to students in participating schools, groups and associations.
- D) **Create film & television programs that will provide opportunities for students and instructors to gain industry insight and training**
- Produce the 12th Annual Palm Beach International Film Festival (PBIFF) Student Showcase of Films (SSOF) awards ceremony.
 - Produce the Student Showcase of Films Opening Film.
 - Produce the Students Movie Premiere
 - Pre-produce and market of the 13th Annual PBIFF, SSOF awards ceremony
 - Award two SSOF students with a Grand Prize Special Project Award. Produce seven commercials that will identify the seven industry clusters described at the 2005 Palm Beach County Economic Summit.
- E) **Explore relationships to increase awareness and visibility to the Film & TV Program.**
- Seek international distribution for student-produced programming and the winners of the SSOF.
 - Structure an Alumni Program for past winners of the SSOF to track their success in the film and television industry.
 - Develop an on-line voting competition around the finalists of the SSOF to engage the Palm Beach School District population in the event. The winners chosen will receive a special prize at the award ceremony.

The Palm Beach County Film & Television Commission

II. The COUNTY Agrees to:

A. Provide funding for the following expenses:

Personnel and Office.....	68,200
Program	83,000
Marketing and Collateral.....	11,200
Travel & Mileage	2,000
Meetings	600
Supplies.....	1,000
TOTAL.....	\$166,000

All expenses shall be incurred as described in the proposal.

B. Provide technical assistance to ensure compliance with applicable State, Federal and COUNTY regulations and this Agreement.

The Palm Beach County Film & Television Commission

EXHIBIT B
LETTERHEAD STATIONERY

DATE:

TO: Kevin Johns, Economic Development Director
Economic Development Office
301 North Olive Avenue, 10th Floor
West Palm Beach, Florida 33401

FROM: Name of GRANTEE
Address
Telephone

SUBJECT: Reimbursement Request No.-
Contract No.-

Attached, you will find Invoice #____, requesting reimbursement in the amount of \$ _____.
The expenditures for this invoice cover the period of _____ through _____. You will also find
attached, back-up original documentation relating to the expenditures being involved.

Signature

EXHIBIT C
REPORTING FORM

Date _____

Signature _____

Michelle Hillery, Director of Operations
The PBC Film & TV Commission

Reporting Period:

Due Date:

- ☐ First Quarter- March 10th to May 31st, 2007
- ☐ Second Quarter- June 1st to August 31st, 2007
- ☐ Third Quarter- September 1st to November 30th, 20057
- ☐ Fourth Quarter- December 1st, 2007 to February 28th, 2008

June 15, 2007
September 15, 2007
December 15, 2007
March 15, 2008

PERFORMANCE OUTCOME

Provide *cumulative* quarterly information and supportive documentation about the following contract deliverables specified in Exhibit "A" and other pertaining activities. Report the *status of completion* of each performance measure as completed, ongoing or pending.

- Strategic plan for the Film & TV education program and initiatives, phases III and IV.
- Purchase of equipment: (A) List of film equipment distributed to schools and Palm Beach Community College. The list should include the name of the school, quantity, description and price. (B) Training workshop on new equipment for students and instructors: Document each workshop offered with the title, instructing company, list of attendees, location, etc.
- Production of the 2007 Student Showcase of Film special edition TV show.
- List of presentations about the film industry made to students, name & organization of presenters.
- Production of the 12th Annual Palm Beach International Film Festival (PBIFF) Student Showcase of Films Award Ceremony, Opening Film, Students Movie Premiere, award scholarships, and special Grand Prize Award.
- Production of seven commercials related to the County's seven cluster industries.
- Pre-production of the 13th Annual PBIFF Student Showcase of Films
- Strategies to increase awareness and visibility of the Film & TV Program, including seeking international distribution of student-produced programming, creation of an Alumni Program, and on-line voting.
- Other: Production & distribution of the Education Guide; Media Sub-Committee (CEBL) meeting minutes, One-Stop Permitting Process report, and other information.

**The Palm Beach County Film & Television Commission
1555 Palm Beach Lakes Blvd. Suite 900
West Palm Beach, Florida 33401
561.233.1000**

FY 2007 Film & TV Educational Program Strategic Plan

Prepared for:
The Palm Beach County Board of County Commissioners

Submitted by:
Chuck Elder, Film Commissioner
Palm Beach County Film & Television Commission

February 14, 2007

FY 2007 Film & TV Educational Program Strategic Plan

INTRODUCTION

Film Industry Statistics

The Palm Beach County Film & Television Commission (FTC) cumulative report reveals that from 1991 through 2005, over \$1 billion was spent in Palm Beach County on the production of film, television and still photography projects. Additionally, during the same time period, there were 95,343 production days and 3,336 projects shot locally. In 2005 alone, Palm Beach County reported an impact of \$111 million from productions. The 2005 production report breakdown from the FTC shows the following:

2005 Production Report Breakdown		
Project Type	# Projects	Total Revenue (in dollars)
Features/MOWs	11	\$1,606,539
Television	176	\$43,732,105
Commercials	52	\$26,517,067
Stills	84	\$31,138,816
Music	17	\$1,464,177
Other	29	\$6,577,671
Total	369	\$111,036,295

The FTC is very proud of the successful indigenous production community, which contributes a significant amount to the impact mentioned above. Currently, there are 44 local companies producing more than 1,562 hours of original television programming that airs locally and globally.

To date, the FTC has recorded a rolling revenue of \$113 million from December 2005 through November 2006.

Film & TV Educational Program: FY 2006 Accomplishments (March - January 2007)

The FTC entered into a contract with Palm Beach County to develop and implement the film and television education program. The accomplishments of the first three quarters are as follows:

- A. To implement the strategic plan for the film/TV education programs and initiatives.
 - Hired an independent consultant over a six-month period to visit and evaluate the 10 schools that applied for equipment funding. A completed detailed report and four-Phase Plan of Action was presented and unanimously approved by the Media Sub-Committee of CEBLC.
 - Staff completed two phases of the four-phase Plan of Action. This included: **Phase I**-bidding, purchasing and distributing feeder decks, batteries and battery charges for schools in need of those items; **Phase II**-School Board meeting with Dr. Art Johnson to discuss school board commitment of existing programs, comprehensive updating of existing, obsolete systems, scheduled maintenance and timely repair, pool resources and set mutual goals. Incomplete Phases include: **Phase III**-Sub-contract a Service Technician to re-configure and repair existing facilities at select applicant schools, where practical. Delete broken/un-repairable pieces of equipment, adjusting / configuring existing systems accordingly. **Phase IV**-Training for students and instructors.
- B. To Coordinate and distribute available educational resources to schools and other entities in Palm Beach County.
 - Produced a televised special edition of the 2005 and 2006 Student Showcase of Films. The 2006 *Student Showcase of Films Special Edition TV Show* is currently airing on Channel 20.
 - Completed one half hour television program, *Behind the Scenes: Film & Television Education Opportunities in Palm Beach County*, produced by high school students with the guidance of film

industry professionals, as part of the On-Location Education Program. The student-produced show is currently airing on Channel 19.

- Extended airdate schedules for the 2005 On-Location Education Programs: *Restoration of the 1916 Palm Beach County Courthouse*, *Palm Beach County Tourism* and *Palm Beach County Justice System: Youth Court*. These half hour programs continue to air on Channel 19. This marks the successful completion of four (4) half hour TV shows produced under contract with EDO.
 - Increase exposure to Palm Beach County film & television programs through improved marketing efforts. These efforts resulted in a three-page spread in Industry Magazine, a segment on education on one half hour show on WB channel 48, various media coverage throughout the year on programs including the On-Location Education Program and the Student Showcase of Films.
 - Updated and maintained the education section of the FTC website on a monthly basis.
 - Dedicated a section in the FTC's *Focus on Film* newsletter to film & television education/opportunities.
- C. Market and support film and television programs and provide opportunities for students and teachers to gain industry insight and training.
- Produced the 11th Annual Palm Beach International Film Festival's (PBIFF) Student Showcase of Films (SSOF), which took place on Tuesday, April 25, 2006. There were 145 entries from Florida high school, community college and university levels. The competition awarded over \$25,000 in scholarship and prize money to eighteen (18) student winners in four video categories: feature/short, commercial/PSA, animation and documentary, two scholarships, a screenwriting and poster category. A screening of the student's winning films was held at the Muvico Parisian 20 at CityPlace.
 - Secured additional sponsorships for students that included two \$1,000 gift certificates from the Burt Reynolds and Friends Museum for training, three editing programs from Avid and a partnership with Mandalay Integrated Media Entertainment for a special Grand Prize trip to Los Angeles.
 - Increased the attendance at the Student Showcase of Films award ceremony to an all time high of over 720 students from across the state of Florida.
 - Produced the PBIFF's full two-day series: "From Script to Screen" workshops and seminars. There were approximately 146 students in attendance.
 - Successfully held two screenings of the students winning films from the Student Showcase of Films at the Muvico Parisian 20 at CityPlace. Attendance was sold out filling the 150 available seats.
 - Coordinated and executed a five-day trip to LA for the student winners of the Student Showcase of Films grand prize, *Future on the Big Screen*. Students received a once in a lifetime opportunity to meet with top production executives to pitch their film project. The entire trip was filmed to be edited and used for the opening film for the 2007 Student Showcase of Films award ceremony.
 - Facilitated 13 student permits, allowing students to shoot school related projects on-location.
 - Completed eight (8) presentations about career opportunities in the film and television industry to students. In addition, the FTC participated as a presenter to instructors at the School District's annual Pre-School Workshop.
 - Graduated two interns over a three-month period.
 - Began pre-production for the 12th Annual PBIFF's SSOF's in the third quarter.
- D. As of the third quarter, the FTC and the PBIFF matched \$136,321 to the FY2006 County grant. This amount already exceeds our projected goal.

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 - Began pre-production for the 12th Annual PBIFF's SSOF's in the third quarter.
- D. As of the third quarter, the FTC and the PBIFF matched \$136,321 to the FY2006 County grant. This amount already exceeds our projected goal.

FY2007 Recommendations

In 2006, the FTC accomplished significant milestones including identifying a four-phase Plan of Action that summarizes the immediate needs of PBC's film & television programs to better equip both the instructors and the training facilities to better prepare students for industry jobs and/or further education. Student enrollment in film & television programs in PBC high schools have increased by 700 from 2005, totaling 2,887 students in 2006. With programs such as G-Star School of the Arts (625 enrolled students) an increased number of film & television high school students will be looking for a place to go after graduation. The FTC will need to align with Palm Beach Community College and other accredited universities to ensure a smooth transition from high school to college programs. The FTC with the guidance of the Media Sub-Committee of the Career Education Business Leadership Committee (CEBLC) is ready to provide more resources and training opportunities for students and educators. The FTC is looking forward to carrying out and completing the final, two phases of the four-phase plan in 2007-2008 (Objective #2 in the Work Plan) and leading the way into the future.

Based upon the above-mentioned recommendations, the FTC proposes the following strategic plan for FY2008:

OBJECTIVES AND WORK PLAN

OBJECTIVE #1

Staff program to meet objectives and work plan, to include quarterly reports.

Work plan for Objective #1

1. Sub-contract an education consultant to carry out administrative duties.
2. Sub-contract a temporary assistant producer to coordinate the logistics of the Student Showcase of Films including scheduling, data entry, judges packages, winners packages, letter writing, wrangling students, sponsorships, the SSOF's program, press releases, RSVP's, etc.
3. FTC will provide accounting and auditing services to process accounts payable, monthly invoices, and a scheduled annual audit of contract expenditures.

OBJECTIVE #2

Take appropriate actions to complete phase III and IV of the four-phase Plan of Action outlined by the consultant.

Work plan for Objective #2

1. Sub-contract a Service Technician to re-configure and repair existing facilities at select applicant schools, where practical. Delete broken/un-repairable pieces of equipment, adjusting / configuring existing systems accordingly.
2. Coordinate year round (4) training programs (workshops) for students and instructors. These workshops will be organized/based around the new equipment available to them in the loan pool. Training will be mandatory prior to checking out equipment. Workshops will be filmed to begin a training library for instructors who missed the scheduled workshop.

OBJECTIVE #3

Provide film & television educational resources to schools and other entities in PBC.

Work plan for Objective #3

1. Organize quarterly Media Sub-Committee (CEBLC) Meetings. These meetings will include educators and industry professionals. The committee will set policy and help guide staff as we continue to enhance film & television training programs and facilities reach industry standards.
2. Equipment Purchase and Distribution
Bid, purchase and distribute equipment to Palm Beach County Schools. A budget of \$20,000 will be provided to the sub-contracted service technician to repair, re-configure and adjust existing systems accordingly at select applicant schools including Palm Beach Community College.
3. Award Scholarships
Coordination and distribution of scholarships, awards, PBIFF prize package/VIP passes for SSOF winners. Procurement and distribution of scholarships and awards, sponsored tickets, VIP badges, etc. for selected students to attend the PBIFF Gala, screenings and events including the student's movie premiere. Scholarships and Awards will be presented to students who have excelled and expressed an interest to continue a career path in film & television.
4. Production and distribution of the 2007 Student Showcase of Films special edition TV show
In partnership with Channel 20, the FTC and PBIFF staff will conduct interviews, shoot, host, write, edit and air a half hour TV show about the PBIFF, the Student Showcase of Films, local education opportunities and resources. The show will air on Channel 20 and stream on www.pbfilm.com. Additionally, the show will be dubbed to DVD's and used for marketing purposes.
5. Reproduce, print and distribute a new/updated Palm Beach County Production Education Guide. The guide will be a resource for students and instructors that will include an industry overview, production resources, information on furthering film & television education, careers, the student showcase of films, and more.
6. Website maintenance and updating
The FTC will maintain and update the specialized education section on the FTC's website. This section of the site will provide information on education programs, internship opportunities, Student One-Stop Permitting, workshops/seminars, the Student Showcase of Films and more. Data will be added, pages enhanced, press releases, internships and job opportunities will also be posted on the website.
7. Student One-Stop Permitting Process
The FTC staff will continue to work with students and instructors to find and secure public locations in Palm Beach County to shoot student film projects. This service is being done through the FTC's revised PPM (CW 0031) with the county and several municipalities and taxing districts. The FTC will continue to work with municipalities and taxing districts to determine those that will accept the School District's new limited insurance coverage.
8. Focus on Film Newsletter-Education Corner The FTC will dedicate a section of the monthly *Focus on Film* industry newsletter, for education updates and information. Over 3,000 newsletters are distributed to the media, hotels, production companies, educators and inserted into industry related packages. The "Education Corner" is updated monthly on the FTC website.

9. Speakers Bureau

The FTC staff and industry experts will make year round presentations to students in participating schools, groups and associations. Students will be provided with industry information, career opportunities, internships, seminars/workshops, education, etc.

OBJECTIVE #4

Create film & television programs that will provide opportunities for students and instructors to gain industry insight and training.

Work Plan for Objective #4

1. Produce the 12th Annual Palm Beach International Film Festival (PBIFF) Student Showcase of Films (SSOF) awards ceremony

This annual statewide event, organized and produced by the FTC and the PBIFF, honors student filmmakers and celebrates the artistic successes they have achieved in this field. The showcase ceremony spotlights the talent of students from high schools, community colleges and universities in the state of Florida. Winners of the competition are awarded in four video categories: Feature/Short, Animation, Music Video and Commercial/PSA. A Poster, Screenwriting and two Scholarship categories are also awarded. The SSOF awards ceremony is scheduled along with the PBIFF in April of each year and is a fully scripted, professionally staged two and a half (2.5) hour live show.

2. Produce Student Showcase of Films Opening Film

Write, shoot and edit a creative opening film and film submissions montage for the live SSOF awards ceremony.

3. Students Movie Premiere

A special screening of the SSOF winning films will be held at a location TBD. Production includes securing a host, dubbing winning films, set up and strike technical equipment and collateral, scriptwriting and a Q & A with winning filmmakers.

4. Pre-production and marketing of the 13th Annual PBIFF, SSOF awards ceremony-TBD

Coordination and marketing of the SSOF competition starts in August of each year through mailing out the official call for entries, posting on the website, sending information packets, rewriting and distributing applications, securing judges, panelists and guests, organizing workshops, making presentations in the classrooms and executing timely press releases. The deadline for entries is in January of each year.

8. Student Showcase of Films, Grand Prize Special Project Award

A team of two student filmmakers whose winning film project from the Student Showcase of Films competition will be selected as having a "future on the big screen." The winning team will be awarded a special grand prize. In 2006, the grand prize included trip to Los Angeles. Students will attend a private one-on-one development & pitch workshop with the Academy of Television Arts and Sciences. They met with top studio development executives and studio VPs to pitch their films. The trip included private back-lot tours of major motion picture studios. The student's experiences were filmed to be used for the opening film at the 2007 Student Showcase of Films awards ceremony.

9. Produce seven "Industry's of the Mind" cluster commercials

Commercials will be based on the 2006 economic summit findings, that identified seven industry clusters for Palm Beach County's future. Commercials will have two functions: 1. Commercials will be used as a recruitment tool to encourage students to seek out education programs within one of the career clusters. 2. Commercials will link the connection between industry clusters and student involvement in addition to encouraging cluster industry professionals to get involved by mentoring our youth.

10 FTC Internship Program

This structured program is designed to benefit Palm Beach County's film & television community at large, both educationally and professionally. The program provides local education and instruction, exposure to prospective employers, supervised training, experience, professional opportunities within the film and television industry and to assists in creating a strong, talented, and dependable labor pool for the film and television industry in Palm Beach County.

OBJECTIVE #5

Explore relationships to increase awareness and visibility to our film & television programs.

Work Plan for Objective #5

1. The FTC will investigate international distribution for student produced programming and the winners of the annual Student Showcase of Films.
2. Begin the process of structuring an alumni program. Past winners of the Student Showcase of Films will be encouraged to continue their participation by judging after graduation, keeping us and other PBC/FL graduates updated on their status. The program will create a way to better track students as they excel in the film & TV industry.
3. Develop an on-line voting competition around the finalists of the Student Showcase of Films to gain additional excitement, buzz and anticipation about the competition. On-line viewers can vote for their favorite films. Winners will receive a special prize at the awards ceremony.

FTC Proposal	2007/2008 Completion Timetable												
Work Plan	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	
Sub-contract an education consultant	X												
Sub-contract a temporary assistant producer	X												
Accounting and auditing services	X	X	X	X	X	X	X	X	X	X	X	X	
Sub-contract a Service Technician			X										
Coordinate year round (4) training programs			X				X	X			X		
Quarterly Media Sub-Committee (CEBLC) Meetings.			X			X			X			X	
Equipment Purchase and Distribution	X												
Award Scholarships		X											
2007 Student Showcase of Films special edition TV show						X							
Palm Beach County Production Education Guide								X					
Website maintenance	X	X	X	X	X	X	X	X	X	X	X	X	
Student One-Stop Permitting Process	X	X	X	X	X	X	X	X	X	X	X	X	
Focus on Film Newsletter-Education Corner	X	X	X	X	X	X	X	X	X	X	X	X	
Speakers Bureau	X	X	X	X	X	X	X	X	X	X	X	X	
12 th Annual Palm Beach International Film Festival (PBIFF) Student Showcase of Films (SSOF) awards ceremony		X											
Student Showcase of Films Opening Film		X											
Students Movie Premiere		X											
Pre-production and marketing of the 13 th Annual PBIFF, SSOF awards ceremony-TBD	X							X	X	X	X	X	
Student Showcase of Films, Grand Prize Special Project Award						X							
Produce seven “cluster” commercials				X	X	X							
Internship Program	X	X	X	X	X	X	X	X	X	X	X	X	
Investigate International Distribution							X						
Alumni Program										X			
On-Line Voting												X	

Exhibit #3 - FY2007 Film & Television Production Education Program Budget

I. PERSONNEL AND OFFICE EXPENSES	68,200			
II. PROGRAM EXPENSES	83,000			
III. MARKETING/COLLATERAL EXPENSES	11,200			
IV TRAVEL & MILEAGE	2,000			
V. MEETINGS	600			
VI. SUPPLIES	1,000			
	TOTAL	166,000		
VII. IN-KIND				
PROGRAM CONTRIBUTIONS - PRIVATE MATCHING FUNDS FOR PALM BEACH COUNTY GRANT				
FTC	60,000			
Staff support, in-kind support and services, office space, accounting, computers, oversight services.				
PBIFF	40,000			
Staff support, in-kind support and services, tickets, advertising, contacts, coordination, consulting and oversight services				
	TOTAL	100,000		
	TOTAL BUDGET	266,000		

Exhibit #4 - FY2007 Film & Television Production Education Program Budget Breakdown

		EDO Grant	BCC Grant	In Kind*	Totals
I. PERSONNEL AND OFFICE EXPENSES					
	Education Consultant	32,000			
	Sub-contact with a consultant to carryout the administrative duties of the program.				
	Assistant Producer	5,000			
	Sub-contract an Assistant Producer to coordinate the logistics of the Student Showcase of Films.				
	Service Technician				
	Sub-contract a consultant or facility to reconfigure and/or repair existing equipment and facilities at schools as needed.		30,000		
	Accounting/Auditing	1,200		*	
	To process invoices, checks and all accounting services including an annual audit.				
	General Liability Insurance			*	
	Overhead			*	
	Rent, Electric, Phones, Computers, Network Maintenance & Repair				
	Total Personnel & Office Expenses				68,200
II. PROGRAM EXPENSES					
	Student Showcase of Films (Budget Attached - Exhibit #5)		25,000	*	
	Coordination, marketing, production of competition, live awards ceremony, opening film, category clips, various prize packages and movie premiere.				
	Scholarship & Awards		25,000	*	
	Equipment Purchase and Distribution		20,000		
	Student One-Stop Permitting Process			*	
	FTC's staff will coordinate with our municipalities and schools, prepare and approve insurance and secure locations for high school students to film on-location.				
	Internship Program			*	
	FTC will interview, train and schedule students who wish to gain industry knowledge and insight about the film and television business through a 2 phase, 6 month program.				
	Speakers Bureau			*	
	Recruitment of Volunteer Speakers				
	Research			*	
	As needed.				
	Seven "Cluster" Commercials	7,000			
	Four Workshops (Scheduled throughout the year)	6,000			
	Total Program Expenses				83,000
III. MARKETING/COLLATERAL EXPENSES					
	Increase awareness and visibility of the Film & TV Program	4,200			
	Investigate international distribution for student produced programming, structure an alumni program, and develop an on-line voting competition around the finalists of the SSOF.				
	Special Edition TV Show			*	
	Script writing, footage, host, and air television show on Channel 20.				
	Website Maintenance and Updating			*	
	Update data, enhance pages, put up educational press releases, post available jobs.				
	Monthly Focus on Film Newsletter-Education Corner			*	
	Collateral				
	Fulfillment (postage/FedEx), Printing & Binding, Video Duplicating, Education Brochures	7,000			
	Total Marketing & Collateral Expenses				11,200
IV. TRAVEL & MILEAGE					
		2,000			2,000
V. MEETINGS					
	Quarterly meetings of CEBLC, Film & Television Educators and business lunches and meetings, sponsorships	600			600
VI. SUPPLIES					
	Paper products, business cards, office supplies, etc.	1,000			1,000
	TOTAL	66,000	100,000		166,000
* IN-KIND					
	PROGRAM CONTRIBUTIONS - PRIVATE MATCHING FUNDS FOR PALM BEACH COUNTY GRANT				
	FTC			60,000	
	Staff support, In-kind support and services, office space, computers, oversight services.				
	PBIFF			40,000	
	Staff support, In-kind support and services, tickets, advertising, contacts, coordination, consulting and oversight services.				
	TOTAL			100,000	

[illegible]

ACORD. CERTIFICATE OF LIABILITY INSURANCE

OP ID M3
PALMB52

DATE (MM/DD/YYYY)
01/25/07

PRODUCER

The Plastridge Agency, Inc.
820 N.E. 6th Avenue
Delray Beach FL 33483
Phone: 561-276-5221 Fax: 561-276-5244

INSURED

Palm Beach County Film & Television Commission, Inc.
1555 Palm Beach Lakes Blvd. 900
West Palm Beach FL 33401

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

INSURERS AFFORDING COVERAGE

INSURER A The Travelers Insurance Co.
INSURER B Western Heritage Ins. Co.
INSURER C AmComp Preferred Ins. Co.
INSURER D
INSURER E

NAIC #
05590

COVERAGES

THE POLICIES AND COVERAGE SET FORTH BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY EFFECTIVE DATE IDENTIFIED NOTWITHSTANDING ANY ENDORSEMENT, TERM, EXCLUSION, DUE AND CONTRACT AND INDEMNITY WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR SUBJECT TO THE COVERAGE PROVIDED BY THE POLICY AND COVERAGE UNDERLIES SUBJECT TO ALL THE TERMS, CONDITIONS AND COVENANTS OF SUCH POLICIES AND ANY LIMIT, EXCLUSIONS HAVE BEEN FOLLOWED BY THE INSURED.

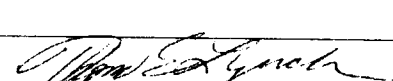
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> RESIDENTIAL <input checked="" type="checkbox"/> AUTO <input type="checkbox"/> OTHER FEDERAL GOVERNMENT EMPLOYER <input type="checkbox"/> FEDERAL <input type="checkbox"/> STATE <input type="checkbox"/> LOCAL	SCP0640614	01/17/07	01/17/08	CATACLYSMIC \$ 1000000 CARELESS TO REPAIR \$ 100000 MEDICAL (each person) \$ 5000 PERSONAL AUTO \$ excluded OTHER WORK \$ 2000000 PRODUCTS/COMPLETION \$ excluded
B	B	AUTOMOBILE LIABILITY <input type="checkbox"/> AUTO <input type="checkbox"/> AUTO <input type="checkbox"/> AUTO <input checked="" type="checkbox"/> OTHER <input checked="" type="checkbox"/> OTHER	SCP0640614	01/17/07	01/17/08	COMBINED SINGLE LIMIT (each auto) \$ 1000000 MEDICAL (each person) \$ BODILY INJURY (each person) \$ PROPERTY DAMAGE (each auto) \$
		GARAGE LIABILITY <input type="checkbox"/> AUTO <input type="checkbox"/> OTHER				AUTOMOBILE LIABILITY \$ OTHER THAN AUTOMOBILE \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> AUTO <input type="checkbox"/> OTHER <input type="checkbox"/> OTHER				EXCESS/UMBRELLA \$ WORKS \$ \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY FEDERAL GOVERNMENT EMPLOYER FEDERAL GOVERNMENT EMPLOYER FEDERAL GOVERNMENT EMPLOYER FEDERAL GOVERNMENT EMPLOYER	WCV7002694	05/29/06	05/29/07	WORKERS COMPENSATION \$ 100000 EXCESS/UMBRELLA \$ 100000 EXCESS/UMBRELLA \$ 500000
A		OTHER Directors & Office	103961846	11/05/06	11/05/07	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Palm Beach County Board of County Commissioners is shown as an additional insured with respects to Comprehensive General Liability Coverage.

CERTIFICATE HOLDER

PALMB27
Palm Beach County
c/o Economic Development
Office
301 N. Olive Ave., 10th Floor
West Palm Beach FL 33401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE


ACORD 25 (2001/08)

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