

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$ 604,000	<u>tbd</u>	<u>tbd</u>	<u>tbd</u>	<u>tbd</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
	\$ 604,000	tbd	tbd	tbd	tbd
NET FISCAL IMPACT	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	- 0-	0---	0---	0---	0---

Is Item Included In Current Budget? Yes No.

Budget Account No.: Fund 1451 Dept 710 Unit 7240 Object 3401 Reporting Category _____

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

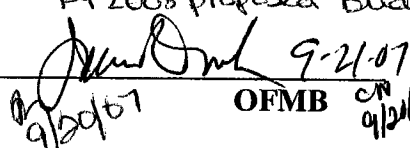
The Film & Television Commission currently receives 3.92% of the 2nd, 3rd, and 5th cent of the local option bed tax.

C. Department Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

In addition to the PBCFTC contract amount of \$604,000, there is an additional \$149,462 in Direct County expenditures included in the FY 2008 proposed budget.

 9-21-07
 OFMB Contract Dev. and Control

B. Approved as to form and Legal Sufficiency:

This Contract complies with our contract review requirements.


 Assistant County Attorney

Evidence of appropriate insurance must be obtained by TDC.

C. Approved as to Terms and Conditions:

Department Director

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

AGREEMENT

Between

**PALM BEACH COUNTY
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA**

**ON BEHALF OF THE
TOURIST DEVELOPMENT COUNCIL**

AND

THE PALM BEACH COUNTY FILM AND TELEVISION COMMISSION, INC.

AGREEMENT WITH PALM BEACH COUNTY

FILM AND TELEVISION COMMISSION, INC.

THIS AGREEMENT is made and entered into effective _____, 2007, by and between Palm Beach County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, (hereinafter referred to as the "COUNTY") and PALM BEACH COUNTY FILM AND TELEVISION COMMISSION, INC., a Florida not-for-profit corporation, whose Federal I.D. number is 65-0692923 (hereinafter referred to as "PBCFTC").

WHEREAS, pursuant to the Local Option Tourist Development Act, the COUNTY has by Ordinance No. 95-30, as amended, established the Palm Beach County Tourist Development Council (hereinafter referred to as the "TDC"); has levied and imposed a tourist development tax; and has established a Tourist Development Plan for use of the funds derived from the tax; and

WHEREAS, a portion of the Tourist Development tax revenues are reserved to attract and promote film and television production in the COUNTY and to promote the COUNTY as an ideal film & television destination, in the State of Florida, and nationally and internationally; and

WHEREAS, the parties have previously entered into agreements whereby PBCFTC, as an independent contractor, furnished the professional services necessary to assist the COUNTY in carrying out projects of the Tourist Development Plan; and

WHEREAS, the parties now wish to enter into an agreement for the provision of services for an additional five years.

NOW THEREFORE, in consideration of the above and the mutual covenants contained herein, the parties agree as follows:

1. Functions and Services. PBCFTC shall assist the COUNTY in promoting and attracting film and television production and photography in the COUNTY, in the State of Florida, nationally and

internationally, and serve as a clearinghouse for the film and television industry, in furtherance of the objectives of Category "D" objectives of the existing Tourist Development Plan, by performing the following functions and services, all being subject to the overall direction and guidance of the TDC, through the Executive Director of the TDC:

A. Annual Marketing Plan. In cooperation and consultation with the Executive Director of the TDC, with persons providing contractual services for the COUNTY's Tourist Development Plan under this Agreement, and with other interested persons, PBCFTC shall develop an Annual Budget and a specific and detailed Annual Marketing Plan (hereinafter referred to as the "Annual Marketing Plan") for accomplishing the purposes of Category "D" of the Tourist Development Plan. PBCFTC will submit such Annual Budget and Annual Marketing Plan to the TDC through the TDC's Executive Director for its review, modification and adoption. PBCFTC will implement such Plan as provided in subparagraphs (B through K) of this paragraph. Such Plan may be amended from time to time in the same manner as provided for its adoption.

B. Target Market Database. In cooperation and consultation with the Executive Director of the TDC, PBCFTC shall compile and maintain a list of prospective film and television production executives and photographers. This list will be solicited throughout the year by the PBCFTC. This list may be amended throughout the course of this Agreement as necessary, with approval by the TDC Director.

C. Solicitation. PBCFTC shall solicit production companies, using TDC Category "D" funds, at any time throughout the year.

D. Clearinghouse. PBCFTC shall serve as a clearinghouse for any production, franchise, company or individual who is interested in the COUNTY as it relates to film and television production and photography. By contacting the PBCFTC initially, such groups may then be directed to appropriate entities throughout the COUNTY to assist their efforts.

E. Collateral Materials. PBCFTC shall arrange for the design and production of collateral materials, including brochures and other printed materials, for use in inquiry fulfillment, trade shows, and other promotional activities as provided in this Agreement and the Annual Marketing Plan.

F. Production Marketing and Trade Shows. PBCFTC shall provide for adequate staffing and coordination, including booth development and construction, for all TDC approved film and television marketing, photography and trade shows, including but not limited to those described in the Annual Marketing Plan.

G. Site Visits. PBCFTC shall initiate and obtain adequate sponsorship, attendance, staffing, and coordination of site visits/familiarization/tours of the COUNTY for film, television and photography representatives who may consider production work in the COUNTY.

H. Contributions of Goods and Services and Memberships. PBCFTC shall obtain and coordinate, as necessary to perform the duties and services set forth in this Agreement, for the benefit of the COUNTY'S Tourist Development Plan, private contributions of goods and services, including but not limited to the providing or furnishing of facility usage, meals, receptions, transportation, lodging, admissions, beverages, and membership fees.

I. Personnel. PBCFTC shall employ, subject to the availability of funds allocated for such purpose and as set forth in the attached Exhibit "A", sufficient staff and support personnel to perform on behalf of PBCFTC the duties and services called for in this Agreement. Any new full-time, part-time or contract position instituted during the term of this Agreement shall be approved in advance by the Executive Director of the TDC. PBCFTC personnel shall be located in the same building as the COUNTY's TDC office.

J. Performance Measures. The PBCFTC shall make good faith efforts to achieve the Performance Measures, attached hereto and incorporated herein as Exhibit "F". The PBCFTC shall provide monthly reports to the TDC on attainment of the performance measures or provide written justification acceptable to the TDC as to why a performance measure was not achieved.

K. One-Stop Permitting. The PBCFTC shall maintain the "One-Stop Permitting" with various COUNTY municipalities and governmental agencies such as police, fire, etc. This permitting system will insure that insurance coverage is maintained by the production companies using public property. The PBCFTC will use this system and its contacts to assist production on public property as it applies to Exhibit "G" containing PPM CW-0-031 and Planning & Zoning Code Section 6.4.

2. Qualifications and Performance of Contractors. Any personnel or entities with which the COUNTY or PBCFTC enters into contracts for services pursuant to this Agreement shall be specifically experienced in, and qualified for, the provision of such services. As contract administrator, PBCFTC, in consultation with the Executive Director of the TDC, shall develop evaluation criteria, monitor and evaluate the performance of all such contractors. Should PBCFTC, after taking such reasonable measures,

determine after consultation with the Executive Director of the TDC, that such contractor who has failed to perform in accordance with its contract, PBCFTC shall terminate such contract with notice to the Executive Director of the TDC. PBCFTC shall continuously keep the Executive Director of the TDC fully informed as to all activities of PBCFTC so as to enable the Executive Director to effectively provide overall direction and guidance for the COUNTY's Tourist Development Plan as established by the TDC and the COUNTY. The Executive Director of the TDC shall serve as an ex-officio member of PBCFTC.

3. Compensation and Method of Payment. Costs incurred by the PBCFTC and such independent contractors in performing the duties and providing the goods and services described in this Agreement will be paid by the COUNTY solely from Tourist Development Tax revenues designated for Category "D" of the Tourist Development Plan. Payments to PBCFTC and such independent contractors shall be consistent with the Annual Marketing Plan adopted by the TDC, and shall be made only for expenditures, which are specifically authorized by the COUNTY. The PBCFTC Annual Budget as set forth in the attached Exhibit "A" as it may be amended by the COUNTY and/or PBCFTC from time to time, shall constitute, as between the COUNTY and PBCFTC, authorization of the expenditures provided for therein, provided that such expenditures are made in accordance with this Agreement.

Payments of the COUNTY shall be made to PBCFTC and such independent contractors in accordance with the fiscal procedures of the COUNTY as payment for authorized expenditures or provision of goods or services, following PBCFTC's determination that the goods and services have been properly provided, and upon submission of invoices by PBCFTC to the Executive Director of the TDC or his designee, and a determination by the Executive Director of the TDC or his designee, that the invoiced payments are authorized as defined above and that the goods or services covered by such invoice have been provided or performed in accordance with such authorization.

Each invoice submitted by PBCFTC shall include reference to its previous authorization and shall be itemized in sufficient detail for audit thereof, and shall be supported by copies of the

corresponding vendor invoices and proof of receipt or performance of the goods or services invoiced.

It is mutually agreed that PBCFTC shall promptly review and submit to the COUNTY invoices received in good order, and that the COUNTY shall promptly pay to PBCFTC and such independent contractors on a continual basis amounts properly payable under this Agreement and supported by receipted invoices submitted by PBCFTC. Any travel and entertainment expenses incurred by PBCFTC may be reimbursed to PBCFTC by the COUNTY only upon the express written approval of the Executive Director of the TDC or his designee, and within the limitations imposed by law upon COUNTY. Moreover, COUNTY shall not pay PBCFTC or any third party on any invoice of PBCFTC, unless and until the Clerk of the Board of County Commissioners pre-audits payment invoices in accordance with law, and subject to the conditions, if any, attached to said approval.

PBCFTC shall be paid for its actual costs not to exceed the total amount for the various items, and up to the maximum amounts budgeted therefore, as set forth in the PBCFTC Annual Budget, included in the attached Exhibit "A". The amounts applicable to the various line items of Exhibit "A" can, subject to the maximum total amount, be increased or decreased by up to 10% at the discretion of the PBCFTC; adjustment in excess of 10% of any line item must be authorized by the Executive Director of the TDC. Under no circumstances shall the adjusted amount exceed or cause the total to exceed the total amount of the Annual Budget.

In the event PBCFTC encounters unanticipated necessary expenses in performing services to be provided by PBCFTC under this Agreement, PBCFTC may request said expenses to be included on an amended Exhibit "A" for reimbursement by COUNTY and COUNTY shall consider, but shall not be obligated to grant, said request through a contract amendment.

4. Purchasing Guidelines. In order to provide the services set forth in Exhibit "A", PBCFTC may enter into contracts with various firms or individuals to assist PBCFTC in its performance of the activities

or functions described in this Agreement, subject to the purchasing guidelines and requirements set forth in this paragraph; provided, that the funds necessary to perform such duties, activities or functions are included in the PBCFTC's Annual Budget 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.

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

- A. Purchases Between \$1,000 and \$5,000. PBCFTC may purchase goods or services between \$1,000 and \$5,000 upon obtaining oral quotes for the goods or services. PBCFTC will make every effort to obtain a minimum of three (3) oral quotes.
- B. Purchases Between \$5,001 and \$10,000. PBCFTC shall request written quotations for all purchases between \$5,001 and \$10,000. PBCFTC shall make every effort to receive a minimum of three (3) written quotations for each item or group of items needed. Requests for quotations will be mailed to all prospective bidders, as feasible. PBCFTC shall furnish the Executive Director of the TDC with the responses or quotations received prior to award. In the event the Executive Director of the TDC shall question the recommended contract, PBCFTC shall establish the appropriateness of the contract.
- C. Purchases Exceeding \$10,000. PBCFTC shall request written proposals for all purchases over \$10,000. PBCFTC shall make every effort to secure at least three