

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: September 23, 2008 [X] Consent [] Regular
[] Workshop [] Public

Department: Administration
Submitted By: Administration
Submitted For: Economic Development Office

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I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to approve a Grant Agreement with The Palm Beach International Film Festival, Inc. (PBIFF) in the amount of \$100,000 from October 1, 2008 to September 30, 2009.

Summary: The scope of services included in this Grant Agreement falls within four categories: A) Operations: Recruit 250 films for the Film Festival, with the goal of 10% of being international; Obtain the participation and commitment from 50 talent-industry professionals with the objective of raising awareness of the Film Festival, and feedback for future expansion strategies; and Provide operational support services for all aspects of the Film Festival, B) Revenue Generation: Match 100% of COUNTY grant with private funds; and Develop fundraising/awareness events in 2008-2009, (C) Education: Provide scholarships to the winners of the Student Showcase of Films and develop student liaisons between the PBIFF and the Palm Beach County public school system to encourage participation in the Film Festival, D) Economic Development: Offer a seminar on film industry issues; Meet with the business community through the Business Development Board and Chambers of Commerce to encourage local production companies to participate in the Film Festival activities; and Assist the Tourist Development Council and the PBC Economic Development Office in updating the economic impact of the Film Festival in the County. The reported 2008 economic impact on tourism from out of County visitors was \$1,026,999. The International Film Festival is scheduled from April 23-30, 2009. Funding is included in the 2009 budget. (DW)

Background and Policy Issues: The PBIFF was founded in 1996 as a public-private partnership to further develop the film and television industry in Palm Beach County, promote tourism, enhance the artistic appreciation of film in the community, and sponsor education programs in film, television and related media arts. PBIFF is in its 13th annual season and has realized significant accomplishments in fulfilling its goals. It is recognized as one of the top 25 film festivals. PBIFF gives back to the community by supporting the County's film, television and production education programs at public schools and colleges.

Attachments:
Grant Agreement

Recommended by:



Economic Development Director 9/16/08
Date

Approved by:



Assistant County Administrator 9/18/08
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Grant Expenditure	_____	<u>100,000</u>	_____	_____	_____
Operating Revenues	_____	_____	_____	_____	_____
Program Income (PBC)	_____	_____	_____	_____	_____
In-Kind Match (PBC)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	<u>100,000</u>	_____	_____	_____
# ADDITIONAL FTE POSITIONS	_____	_____	_____	_____	_____
(Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Proposed Budget? Yes X No _____

Budget Account Number:

Fund 1539 Department 764 Unit 1082 Object 8201

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

The source of funds for the \$100,000 is the Film and Television budget line item.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

ahwillhite 9.11.08
OFMB
CN 9/9/08

Don J. Javert 9/15/08
Contract Dev. and Control
9/12/08

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

[Signature] 9/17/08
Assistant County Attorney

C. Other Department Review:

Department Director

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

**A GRANT AGREEMENT BETWEEN
PALM BEACH COUNTY
AND
THE PALM BEACH INTERNATIONAL FILM FESTIVAL, INC.**

THIS Grant Agreement, entered into this _____ day of _____, 2008, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and the **Palm Beach International Film Festival, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office **at 289 Via Naranjas, Royal Palm Plaza, Suite #48, Boca Raton, Florida 33432**, hereinafter referred to as the GRANTEE, whose Federal Employer Identification Number is **650599763**.

WHEREAS, the development of the film and television cluster industry was identified at the 2005 Palm Beach County Economic Summit as a "branding priority" and a key international marketing tool; and

WHEREAS, the Palm Beach International Film Festival, hereinafter referred to as the PROJECT, is recognized to be an important component of Palm Beach County's artistic, education, tourism, and business development life.

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 1st day of **October 2008**. The term of this Agreement shall be twelve (12) months from the effective date of this Agreement. This Agreement shall end on the 30th day of **September 2009**.

Grant Amount

The GRANTEE will be eligible for a grant amount not to exceed **\$100,000 (one hundred 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 September 30, 2009.**

Eligible Reimbursements

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

Method of Payment

GRANTEE incurred expenses for the PROJECT beginning on October 1, 2008. Those costs incurred by GRANTEE for the PROJECT, approved and submitted accordingly by GRANTEE subsequent to October 1, 2008, are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof. The COUNTY agrees to make a **lump sum payment of \$100,000** upon receipt of documentation satisfactory to COUNTY. The request 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. 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.

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, sexual orientation, gender identity or expression 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 and/or owned by residents of Palm Beach County.

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:

- 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)(3) certification from Internal Revenue Service (IRS); and
- 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 Agreement.

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.

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 the COUNTY's support for all activities made possible with funds available under this Agreement.

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.

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.

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.

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. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the GRANTEE shall stop work on the date and to the extent specified.

Amendments

The COUNTY may, at its discretion, amend this Agreement to conform to 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.

Personnel

The GRANTEE represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY. All of the services required herein under shall be performed by the GRANTEE or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The GRANTEE warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of the GRANTEE's personnel (and all Subcontractors) while on COUNTY premises will comply with all COUNTY requirements governing conduct, safety and security.

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.

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. GRANTEE shall agree to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverage. 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. *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.

C. *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.

D. *Certificate(s) of Insurance*

Prior to execution of this Agreement, GRANTEE shall deliver to the COUNTY's representative as identified in the *Notice Article*, 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 ten (10) days endeavor** to notify due to cancellation or non-renewal of coverage. The **Certificate of Insurance shall be issued to "Palm Beach County, C/O Economic Development Office, 301 N. Olive Avenue, 10th Floor, West Palm Beach, FL 33401."**

E. *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.

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.

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.

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 PROJECT has any personal financial interest, direct or indirect, in the activities that will be 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 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 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.

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 Agreement.

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.

Access and Audits

The GRANTEE shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work 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, at the GRANTEE's place of business.

Non-Discrimination

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

Severability

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.

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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

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.

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
Phone: (561) 355-4396
Fax: (561) 355-6461

And if sent to GRANTEE shall be addressed to:

Randi Emerman, Executive Director
289 Via Naranjas, Royal Palm Plaza, Suite #48
Boca Raton, Florida 33432
Phone: (561) 362-0003
Fax: (561) 362-0035

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 has hereunto set its hand and seal the day and year above written.

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 International Film Festival, Inc.

By: _____
Name & Title

Signature

(CORPORATE SEAL)

WITNESS:

Witness Name

Signature

EXHIBIT A
SCOPE OF SERVICES

OBJECTIVES

The Palm Beach International Festival is an annual event that brings together American Independent and International filmmakers, their body of works and personalities to achieve the following objectives:

- 1) Enhance and stimulate the Palm Beach County economy during the festival season and increase the recognition of the County as an international destination for production industry.
- 2) Develop business opportunities for film and television production in Palm Beach County and expand the business activity in related industry sectors.
- 3) Showcase international awareness, branding independent films and videos from around the globe and celebrate artistic films for the benefit of the Palm Beach County community.
- 4) Provide opportunities for Palm Beach County students to create career credentials and engage in dialogue with industry professionals.
- 5) Provide awards and scholarships to students and industry professionals in recognition of their work.

I. The GRANTEE agrees to work toward the above objectives and activities, and complete the following deliverables for FY 2009:

OPERATIONS

- A. Recruit and review the submittal of 250 American and international films for the PROJECT, with the goal of 10% of films being international.
- B. Obtain the participation and commitment from 50 talent-industry professionals, including film producers, directors, film investors, celebrities, reporters, and critics with the objective of raising awareness of the International Film Festival and providing feedback for future festival business expansion strategies.
- C. Provide operational support services for the Award Gala, movie screenings, and workshops. Negotiate and provide operational travel, logistics, and hospitality arrangements. Administer all subcontracts.

REVENUE GENERATION

- A. Raise from private sponsors matching dollars equivalent to 100% of the COUNTY grant or \$100,000.
- B. Develop fundraising / Awareness events in 2009.

EDUCATION

- A. Provide scholarships to the winners of the Student Showcase of Films.
- B. Develop student liaisons between the GRANTEE and the Palm Beach County school system to encourage participation in the festival.

ECONOMIC DEVELOPMENT

- A. Convene a seminar on film industry issues to assist local film and television companies.
- B. Meet with the business community through the Business Development Board and chambers of commerce to encourage local film makers to participate in the festival activities.
- C. Assist the Tourist Development Council and the Economic Development Office in the update of the economic impact of the PROJECT in the County, which includes visitors' database and the festival's quantitative outcome.
- D. Document international participation at the festival.

II. The COUNTY Agrees to:

- A) Provide funding for the following expenses:

Festival Operation.....	\$61,000
Office Operation.....	\$8,500
Events.....	\$5,500
Marketing	\$5,000
Personnel.....	\$20,000
TOTAL.....	\$100,000

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

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 _____
Randi Emerman, Executive Director

- 1) Provide an Executive report on the PROJECT, as specified in Exhibit "A." Include statistics (# projects, # countries screened, # foreign products accepted, percentage features presented by country of origin or world region, # hosts serviced, etc.), DVDs, pictures, newspaper clips and pertinent supportive documentation by July 31, 2009

OPERATIONS

REVENUE GENERATION

EDUCATION

ECONOMIC DEVELOPMENT

- 2) Report the total Funds raised and sources, revenue generated, economic impact on tourism and compare the economic outcome of the 2008 Film Festival by July 31, 2009.
- 3) List the meetings held with the business community, students and/or School District, and other organizations by August 31, 2009.

Palm Beach INTERNATIONAL Film Festival



August 12, 2008

Claudia Lopez
Economic Development Specialist
Economic Development Office of Palm Beach County
301 N. Olive Avenue, 10th Floor
West Palm Beach, FL 33401

RE: 2009 Palm Beach International Film Festival
Proposal/Scope of Services

Dear Claudia:

Enclosed please find our 2009 Proposal for the EDO grant for next fiscal year.

We have listed our Objectives and Tactics we are actively pursuing for the 2009 Palm Beach International Film Festival.

Please contact Julie Kaminski at 561.716.6284 or julie@echopoint.us if you require any additional information.

Thank you so much for your continued support!

Best regards,

QuickTime™ and a
TIFF (LZW) decompressor
are needed to see this picture.

Randi Emerman
Executive Director

Palm Beach INTERNATIONAL Film Festival



2009 Palm Beach International Film Festival Proposal

August 12, 2008

Submitted by: Randi Emerman, Executive Director

OBJECTIVE #1

To continue to present one of the must well respected film festivals in the world at various venues in Palm Beach County April 23-30, 2009.

TACTICS

- A. Obtain commitments from various producers, directors, industry professionals, film celebrities, entertainment reporters, and critics to submit a film for consideration and/or to attend the Festival.
- B. Negotiate with and secure theatres and other venues in Palm Beach County for Festival screenings, events and educational programs.
- C. To present special events throughout the county.
- D. Negotiate and coordinate all travel, transportation, hospitality and logistical arrangements for industry guests of the Festival.
- E. Hire National PR firm who will promote the festival through the industry and entertainment mediums while expanding local marketing and PR staff.
- F. Design and produce events inclusive of the general public and film patrons.
- G. Engage in fundraising activities locally and nationally, including solicitation of sponsorships and underwriting.
- H. Continue to implement educational components to the festival such as the Student Showcase, industry seminars, round table discussions and in-school visits.
- I. Support a year-round "Friends of the Festival" organization that will brand the festival name year-round with networking and film screening fundraising events.
- J. Maintain all financial reports related to the Festival activities, including budgets, audits, etc.
- K. Apply for and manage all grants relative to a film festival and culture.
- L. Continue to work closely with the CVB, Cultural Council, Film Commission, other cultural venues and local entities to encourage year-round participation and partnerships.
- M. Maintain presence of festival year round with special screenings of upcoming studio films.
- N. Continue to enhance the Film Production Finance Conference to include additional key industry topics and speakers

OBJECTIVE #2

Enhance the recognition of Palm Beach County as an international destination for the appreciation and production of film, television and digital industries.

TACTICS

- A. To continue to advertise in or partner with international publications such as Variety, Indie-Wire, Film Festivals.com, HollywoodReporter.com, MovieMaker magazine and more.
- B. To continue to hire a national industry PR firm to strategically pitch and place Palm Beach County and the festival worldwide.
- C. To visit other desirable film festivals throughout the world to network and advertise where budget allows in their programs and collateral information.
- D. To utilize past festival participants as spokespersons for the festival while they are promoting their films around the world.
- E. Work with film commissions throughout the United States to promote submissions and participation.
- F. To continue to invite and host press from around the world; giving Palm Beach County an international presence in which to showcase the area.
- G. Explore and initiate direct contact marketing techniques and grassroots efforts.

OBJECTIVE #3

Stimulate Palm Beach County's economy during the shoulder season.

TACTICS

- A. To fill a minimum of 350 hotel room nights throughout the county on an annual basis.
- B. To continue to host events throughout the county bringing business and dollars to all regions of the county.
- C. Host events and programs at area restaurants, cultural venues, hotels, etc.
- D. Continue to promote area attractions, restaurants, beaches, golf areas, etc. to visiting filmmakers and press through distribution of the CVB visitors guides and an official PBIFF area guide – thus impacting revenue for 8 days while they are all in the county and with the potential for them to return to make films or vacation with their family.

OBJECTIVE #4

Develop business opportunities for film and television production in Palm Beach County and expand the business activity in related industry sectors.

TACTICS

- A. Offer guided tours of key areas and production facilities for filming such as beaches, Everglades, historical areas, G-Start School for the Arts, etc.
- B. Work closely with the film commission and local film production companies for cross-promotional opportunities, sponsorships and event hosting.
- C. Introduce filmmakers to area studios, including GStar School for the Arts, and distribute film commission production guides and information through collateral distribution and signage in the filmmakers hospitality suites.

D. Cross-promote the film commission and CVB with logos and links on the festival web site.

OBJECTIVE #5

Showcase international awareness, branding independent films from around the globe and celebrate artistic films for the benefit of the Palm Beach County community.

TACTICS

- A. Continue to partner with the Jewish Film Festival to present the best Israeli and Jewish films from around the world.
- B. Continue the World Showcase of Films events to bring more awareness and attention to undiscovered talent and independent film from specific countries.
- C. Continue working with filmmakers from around the world and working with industry international film submission Internet site(s) to solicit and invite international filmmakers.
- D. Strengthen our relationship with International attachés and embassies by inviting them to the festival and introducing them to the festival and the county.
- E. Coordinate with internationally recognized film festivals, such as the Marrakech International Film Festival, to solidify worldwide reach and awareness.

OBJECTIVE #6

Provide opportunities for Palm Beach County students to create career credentials and engage in dialogue with industry professionals.

TACTICS

- A. Continue to provide awards and scholarships to film students.
- B. To continue to enhance our seminars and educational opportunities by bringing in top industry professionals.
- C. To work closely with the schools to initiate enthusiasm and awareness for the festival by bringing more in-school visits with filmmakers and to continue to offer free student ticket programs.

2009 Palm Beach International Film Festival Budget

Account	Total Budget	BCC Grant Allocation
OPERATIONS		
Professional Memberships	1,000	
Accounting/Audits	20,000	5,000
Airlines	50,000	20,000
Auto/limo rental	12,000	
Licenses and Fees	100	
Entertainment/Travel	12,500	
Film Rental	5,000	
Hotel	45,000	23,000
Hospitality/Press Suite	6,000	
Insurance	3,000	1,000
Merchandise	3,800	
Theater Rental	20,000	
Theater Equipment	25,000	12,000
Theater Equipment	10,000	
Theater Equipment		
SUB TOTAL	213,400	61,000
OFFICE EXPENSE:		
Rent	12,000	
Electricity	2,000	1,500
Phones	8,500	2,500
Security	5,000	
Maintenance and Repair	3,000	
Supplies	5,000	
Postage	11,000	2,500
Office Equipment	6,500	2,000
SUB TOTAL	53,000	8,500
EVENTS		
Awards Gala	200,000	
Other events	60,000	5,500
SUB TOTAL	260,000	5,500
MARKETING		
Advertising	125,000	
Festival Poster	1,000	
Internet	15,000	5,000
Photography	5,000	
Printing	36,000	
Publicity expense	7,000	
Trailer/TV Spot	5,000	
Art/Graphics	12,000	
SUB TOTAL	206,000	5,000
STUDENT FILM FESTIVAL		
SSOF	\$40,000	
School Grant	25,000	
SUB TOTAL	65,000	
PERSONNEL		
Executive Director	87,600	12,000
Marketing - 4 agencies (PR - local, national, international, grants, advertising, creative coordinator	100,000	8,000
Operations Manager	40,000	
Administrative Assistant/festival coordinator	35,000	
Programming	80,000	
Seasonal Staff	35,000	
SUB TOTAL	297,600	20,000
TOTAL:	\$1,175,000	\$100,000

Palm Beach
INTERNATIONAL
Film Festival

August 14, 2008

Ms. Claudia Lopez
Economic Development Specialist
Palm Beach County Economic Development Office
301 N. Olive Ave. 10th Floor
West Palm Beach, FL 33401

Dear Ms. Lopez:

Please note that the Palm Beach International Film Festival (PBIFF) is exempt from carrying workman's compensation coverage per Chapter 440 of the 2005 Florida State Statutes. Florida law requires that employers with four (4) or more employees carry this coverage. As PBIFF does not employ 4 or more employees, this coverage is considered voluntary.

Sincerely,

Randi Emerman

Randi Emerman
Executive Director

289 Via Naranjas, Suite 48, Boca Raton, FL 33432 Ph: 561-362-0003 Fax: 561-362-0035

Palm Beach
INTERNATIONAL
Film Festival

August 14, 2008

Mr. Kevin Johns
Economic Development Director
Palm Beach County Economic Development Office
301 N. Olive Ave. 10th Floor
West Palm Beach, FL 33401

Dear Mr. Johns,

Please note that the Palm Beach International Film Festival (PBIFF) does not carry automotive insurance. Our policy no longer offers this type of coverage through our general liability policy. The Festival is budgeted for, and plans to take coverage on rental vehicles utilized during the festival.

Sincerely,

Randi Emerman

Randi Emerman
Executive Director

289 Via Naranjas, Suite 48, Boca Ratón, FL 33432 P.D.: 561-362-0003 Fax: 561-362-0035

ACORD. CERTIFICATE OF LIABILITY INSURANCE

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 International Film
289 Via Naranjas, #48
Boca Raton FL 33432

OP ID SN
PALMB15DATE (MM/DD/YYYY)
10/11/07

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

NAIC #

INSURER A: Essex Insurance Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	TBI	10/11/07	10/11/08	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1000000 MED EXP (Any one person) \$ 50000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ included
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				WC STATE TORY LIMITS OTHER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Non profit 501C/charity dedicated to improving education programs in PBC
high school, community colleges & universities. Palm Beach County c/o
Economic Development Office is listed as additional insured with respect to
General Liability.

CERTIFICATE HOLDER

Palm Beach County
c/o Economic Dev Office
Attn: Claudia 561-355-6017
301 N. Olive Ave. 10th Floor
West Palm Beach FL 33401

PALM002

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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

Michael B. Bittner
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