

5E-4

Agenda Item #: _____

PALM BEACH COUNTY

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	9/ 23 /08	<input type="checkbox"/>	Consent	<input checked="" type="checkbox"/>	Regular
		<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department

Submitted By: TOURIST DEVELOPMENT COUNCIL

Submitted For: PB COUNTY FILM & TELEVISION COMMISSION, INC.

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An amended and restated agreement (R2007-1624) with the Palm Beach County Film and Television Commission (the PBCFTC) for the provision of services under the County's Tourist Development Plan during the period of October 1, 2008 through September 30, 2012 in the amount of \$547,778.

Summary: The amended and restated agreement updates for Fiscal Year 2009 Exhibit "A" – Annual Budget, Exhibit "F" - Performance Measures, Exhibit "T" – Salary Ranges and revisions to conflict of interest procedures. Contract revisions have been reviewed and approved by the TDC. In addition, indirect costs and reserves totaling \$155,240 are under the purview of PBCFTC for a contract totaling \$703,018. This will be the second year of the five year agreement. (TDC) Countywide (MC)

Background and Justification: Under the current Agreement, the PBCFTC develops and implements the Annual Tourism Marketing Plan for the County. All expenditures by the PBCFTC under the contract must be made in accordance with an Operating Budget included as Exhibit "A" to the Contract, from funds appropriated annually by the County. The amended and restated agreement adopts a new Exhibit "A", as well as a new Exhibit "F" Performance Measures, Exhibit "T" – Salary Ranges and revisions to conflict of interest procedures.

Attachments: Amended and Restated Agreement

Recommended by: _____ Date _____
Department Director

Approved By: VC Baker Date 9/22/08
Deputy County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$ 547,778	tbd	tbd	tbd	tbd
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$ 547,778	tbd	tbd	tbd	tbd

ADDITIONAL FTE

POSITIONS (Cumulative) - 0 0 0 0 0

Is Item Included In ~~Current~~ ^{Proposed} Budget? Yes ☒ No ☐

Budget Account No.: Fund/45/ Dept 110 Unit 1240 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:

The \$547,778 is paid to the PBC Film & Television Commission yearly until the contract is terminated.

De. Atwillwhite 9-18-08 OFMB 9/18/08 Contract Dev. ad Control 9/19/08

B. Approved as to form and Legal Sufficiency:

Y. Murren Cullen
Assistant County Attorney

This Contract complies with our contract review requirements.

At the time of our review, there was no evidence of required insurance or Fidelity Bond.

C. Approved as to Terms and Conditions:

Department Director

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

**AMENDED AND RESTATED
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.

AMENDED AND RESTATED AGREEMENT WITH PALM BEACH COUNTY
FILM AND TELEVISION COMMISSION, INC.

THIS AMENDED AND RESTATED AGREEMENT to that Agreement dated September 25, 2007, is made and entered into effective _____, 2008, 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, on September 25, 2007, the Board of County Commissioners entered into a five-year agreement with the PBCFTC for the provision of services; and

WHEREAS, the parties wish to make certain revisions to the original agreement, including the provision of a new budget for FY 09, as set forth herein in this Amended and Restated Agreement.

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" (Budget) , 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 (3) written proposals for each item or group of items needed. Advertisements for written requests for proposals will be published no less than one time in a newspaper of general daily circulation, trade publication, or other appropriate vehicle distributed in Palm Beach County or the locale where the service will be provided, as appropriate. Requests for proposals will be mailed to all prospective bidders, as feasible. Any contract, which exceeds \$10,000, shall require the prior approval of the Executive Director of the TDC.

D. Professional and Consulting Services. All contracts for professional or consulting services entered into pursuant to the provisions of this paragraph shall be evidenced by a written agreement which shall specify the services to be performed, the time period during which such services will be performed, the form or method of compensation (e.g., retainer, expense reimbursement, direct cost, hourly or fixed fee, etc.), the method of cancellation or termination, remedies for non-performance, identify ownership of the product, and contain other standard contract language. All awards over \$30,000 shall require the prior approval of the Request for Proposals by the Executive Director of the TDC. The Executive Director of the TDC must also approve the form and

content of the agreement prior to its execution by the vendor and PBCFTC.

E. Re-orders of Printing and Promotional Items. Re-orders of printing and promotional items may be purchased from the original vendor at a previously established price.

F. Sole Source Purchases. The Executive Director of the TDC may authorize the purchase of goods or services without requests for quotes or proposals when PBCFTC has provided evidence in writing that such good or service is the only item that meets the need and is available through only one source. The vendor shall provide in writing certification that they are the sole source of the good or service.

G. Prohibition of Subdivision of Purchase. No contract or purchase shall be subdivided to avoid the purchasing guidelines and requirements provided for in this Agreement.

H. Purchasing under Government Price Agreements. Notwithstanding any other provision of this Paragraph 4, PBCFTC may procure goods and services hereunder from vendors who provided pricing that is in accord with existing price agreements with the State of Florida, Palm Beach County, or the Palm Beach County School Board.

I. Vendor's List. PBCFTC will maintain a "vendor list" of those providers of goods or services who desire to be placed on the list. Such a list shall include Small business enterprises certified by the COUNTY. PBCFTC will solicit quotes or proposals from responsible prospective suppliers obtained from PBCFTC's or the COUNTY's vendor list, publications, catalogs, suggestions from the TDC, its

staff, or previous suppliers.

J. Bid Awards. Awards under this paragraph will be made to the lowest responsive, responsible bidder whose offer is determined to be the most advantageous to PBCFTC in its performance of the activities or functions provided for in this Agreement. Evaluation of offers and proposals shall be based upon the criteria established by PBCFTC and approved by the Executive Director of the TDC, and any other relevant information obtained through the evaluation process. Such criteria may include but need not be limited to price. Upon the approval of the Executive Director of the TDC, discussions or negotiations with the most qualified vendor based upon its offer may be conducted for the purpose of obtaining a contract which is in the best interests of PBCFTC in the performance of its duties, obligations and functions as provided in this Agreement.

5. Reporting. PBCFTC shall provide certain reports to the TDC, through the TDC's Executive Director, on a regular basis. These reports shall consist of (1) monthly report which shall consist of a summary of the duties and services which have been performed pursuant to this Agreement; (2) semi-annual reports relating to performance measures as specified under paragraph 1.J., and semi-annual reports relating to the enforcement of the PBCFTC's Conflict of Interest Policy in a form and as detailed as required by the TDC; and (3) any other reports as may be requested by the TDC's Executive Director that relate to the duties and responsibilities of PBCFTC under this Agreement.

6. Policies and Procedures; Performance Criteria.

A. Policies and Procedures. PBCFTC shall submit to the TDC for its approval guidelines, policies and procedures that, which, upon approval by the COUNTY, shall further govern PBCFTC in its performance of the duties and services contemplated by this Agreement. The

guidelines, policies and procedures shall be reviewed at least annually to determine if they are appropriate and accomplishing their intended purposes. Revisions may be made when deemed necessary by the parties and shall be effective upon approval of the TDC and County Administrator of his/her designee. PBCFTC shall in the performance of its duties provided for in this Agreement, adhere to and act in conformity with the policies set forth in the following attachments:

Exhibit "B"	-	Employees' Moving Expense Reimbursement Policy for Employees Hired in Selected Positions
Exhibit "C"	-	Supervision of Student Interns Policy
Exhibit "D"	-	Travel Expense Reimbursement Policy
Exhibit "E"	-	SBE Policy
Exhibit "F"	-	Performance Measures
Exhibit "G"	-	Countywide PPM CW-0-0031& PZ & B Code Sec. 6.4
Exhibit "H"	-	Salary Policy
Exhibit "T"	-	Salary Ranges
Exhibit "J"	-	Organization Chart

The provisions of this agreement, including the policies set fourth in Exhibits "B", "C", "D", "E", "F", "G", "H", "T" and "J", shall control over any provisions of PBCFTC's guidelines, policies and procedures which may be in conflict with the provisions hereof, except any guideline, policy, or procedure which may hereafter be adopted by PBCFTC and approved by the COUNTY; provided, however, that the provisions of subsection D of this section shall govern with regard to Exhibits "H", "T" or "J". Should the COUNTY adopt an ordinance, policy, or an amendment thereto, that is inconsistent with the provisions of Exhibits B through J, the parties agree to modify such exhibits as necessary to conform with such ordinance or policy.

B. Annual Review; Performance Measures. The Executive Director of the TDC will prepare and submit to the TDC an annual evaluation of PBCFTC performance of its duties under this Agreement after such evaluation has been discussed with the Chair of the PBCFTC and the Film Commissioner. In

the performance of its duties under this Agreement, PBCFTC agrees to make all good faith efforts to achieve the performance measures attached hereto and incorporated herein as Exhibit "F". Such Exhibit shall be updated annually as part of the Annual Marketing Plan approved by the TDC under paragraph 1.A.

C. Film Commissioner of the PBCFTC. PBCFTC shall hire and appoint a Film Commissioner who shall be an employee of PBCFTC, and who shall have the day to day responsibility for the performance of the duties and obligations of PBCFTC. The Film Commissioner shall fully cooperate and work with the Executive Director of the TDC to insure that the activities of PBCFTC and the contractors provided for herein are in conformance with the Annual Marketing Plan adopted by the TDC. The Executive Director of the TDC and the County Administrator or his/her designee shall serve as voting member during the hiring process for PBCFTC's selection of a Film Commissioner. The activities of the Executive Director of the TDC and the Film Commissioner of PBCFTC shall be coordinated so as to be complementary and to minimize duplication of effort. The activities of the Film Commissioner (on behalf of PBCFTC) shall be of a daily operational and marketing nature, while the activities of the TDC's Executive Director (on behalf of COUNTY) shall focus on, but may not be limited to contract compliance and managerial, administrative and policy oriented duties and responsibilities . PBCFTC shall continuously keep the Executive Director of the TDC fully informed as to all activities of the PBCFTC so as to enable the Executive Director to effectively provided overall direction and guidance for the COUNTY's Tourist Development Plan as established by the TDC and the COUNTY. The Executive Director shall serve as an ex-officio member of all committees and sub-committees of PBCFTC. As provided in paragraph 6.B. hereof, the Executive Director of the TDC will prepare and submit to the TDC and the Chair of PBCFTC an annual evaluation of PBCFTC's performance of its duties under this Agreement. PBCFTC will report the results of the Film Commissioner's annual performance and salary review through the Executive Director of the TDC to the TDC at the TDC's next

regularly scheduled meeting, but in no event later than sixty (60) days prior to the end of the current COUNTY fiscal year.

D. Employees of PBCFTC; Conditions of Employment

(1) PBCFTC shall make a good faith effort to attract the best available employees by advertising in selected daily newspapers of general circulation and appropriate trade publications.

(2) The salaries provided by PBCFTC to its employees shall be in conformity with the position-specific salary ranges set forth in its guidelines, policies and procedures, attached hereto as Exhibit "I". Any increase in the annual salary of an employee of PBCFTC which is funded from revenues derived from the Tourist Development Tax shall be in conformance with the salary policy attached as Exhibit "H". The provisions of Exhibit "I", "H" and "J" (Organizational Chart) shall remain in full force and effect until the County's budget process at which time the salary ranges, salary policy and organizational chart shall be established as part of the PBCFTC's policies and procedures after approval by the TDC and the County Administrator or his/her designee. Any change in such policies during the year shall be made only upon approval by the TDC and the County Administrator or his/her designee.

(3) The car allowance provided to the Film Commissioner of the PBCFTC, which is funded from revenues derived from the Tourist Development Tax, shall be in conformity with the COUNTY's policy on car allowances for department heads.

(4) PBCFTC may offer its employees a qualified defined contribution pension plan. Contributions to such plan shall not exceed ten percent of the employees' actual salaries. PBCFTC shall incorporate the provisions of such plan into the policies and procedures of the PBCFTC, and shall notify COUNTY of any proposed revision to the plan prior to implementation in accordance with subparagraph (a) of paragraph 6 of this Agreement.

E. Contracts; Independent Contractor. All Contracts for professional and consulting services entered into by PBCFTC under this Agreement shall be in writing and shall state that PBCFTC is an independent service contractor of the COUNTY and does not have the authority to enter into any contract on COUNTY's behalf or to bind COUNTY to any such contract and shall further state, unless consented to by COUNTY, that COUNTY shall not be liable for any services rendered or goods delivered under said contracts regardless of the receipt by COUNTY of any benefits thereunder.

F. Approvals by County. Any approvals, adoptions, consents or acceptances of COUNTY required by this Agreement shall require the prior written approval, adoption, consent or acceptance of the Board of County Commissioners of the COUNTY and shall as a condition precedent to said approval, adoption, consent or acceptance of the Board of County Commissioners of the COUNTY require action by the TDC in accordance with Ordinance No. 95-30. The Executive Director shall place all items to be considered by the TDC on the meeting agenda thereof and shall make his recommendation to the TDC on any item.

G. Property Control. All furniture or equipment acquired by or for the use of PBCFTC which was or will be paid for by or reimbursed from Tourist Development Tax funds shall be purchased in accordance with the COUNTY's purchasing procedures and guidelines and shall be subject to the tagging and inventory requirements of Chapter 274, Florida Statutes, and applicable property control procedures of the COUNTY. Said furniture and equipment shall be and remain the property of COUNTY. PBCFTC shall use the furniture and equipment in a careful and prudent manner and shall maintain it in good repair and condition, ordinary wear and tear expected. PBCFTC shall make no alterations, repairs or improvements to the furniture or equipment without first obtaining the prior approval of the Executive Director of the TDC.

H. Accounting and Use of Non-Tourist Tax Funds. PBCFTC's policies and procedures shall make provision for one or more separate accounts for receipt of non-tourist tax revenues received by

PBCFTC such as membership dues, participation fees, and contributions, and for the payment from such accounts of expenses of PBCFTC that are not reimbursed pursuant to paragraph 3 of this Agreement. PBCFTC shall incur and pay only such expenses as are lawful ordinary and necessary administrative and operating expenses incurred in connection with the marketing and promotion of Palm Beach County tourism.

I. Annual Audit. PBCFTC shall have an audit of its finances conducted annually by a qualified independent auditor in accordance with generally accepted accounting principles. The report of such audit shall be available for inspection pursuant to paragraph 12 of this Agreement. The auditor shall present the audit report along with the Management Letter to the TDC.

J. Establishment of an Audit/Finance Committee. PBCFTC will establish and continue in effect a Finance/Audit Committee composed of members of the Board of Directors and such others as needed to properly review expenditures and accounting procedures and verification of assets. The PBCFTC will select the Audit firm per the following schedule:

1. The audit firm will be replaced at least every seven (7) years.
2. The contract for auditing services shall be for an initial term of three (3) years with two (2) two-year options on the part of the PBCFTC.

K. PBCFTC Legal Counsel. PBCFTC Legal Counsel will be rebid at least every seven (7) years.

L. Certification. At the discretion of the Tourist Development Council the PBCFTC maybe required to obtain certification from the Center for Non-Profit Excellence.

7. Independent Contractor. PBCFTC is and shall be in the performance of all work, services and activities under this Agreement an independent contractor and not an agent or servant of the COUNTY. The officers, employees, servants and agents of the PBCFTC shall not be considered to be officers, employees, agents or servants 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 PBCFTC's sole direction, supervision and control. PBCFTC shall exercise control over the means and manner in which it and its employees perform the work, and in all respects PBCFTC's relationship and relationship of its employees to the COUNTY shall be that of an independent contractor and not as officers, employees, agents or servants of Palm Beach County.

8. Non-Discrimination. During the performance of this Agreement, PBCFTC agrees as follows:

A. PBCFTC will not discriminate against any employee or applicant for employment upon the grounds of race, religion, color, national origin, sex, age, handicap, disability, sexual orientation, marital status, pregnancy or childbirth, veteran status, with respect to, but not limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including internship.

B. PBCFTC will provide to the TDC an annual report which will then be submitted to the BCC at its request on the ethnic/racial composition of the PBCFTC staff. Such report shall be based upon a survey in which each employee's participation is voluntary, and shall include the categories of white, black, Asian, Hispanic, Native American and "other".

C. PBCFTC will not discriminate against any subcontractor, potential contractor or participant hereunder, upon any of the above prohibited grounds.

9. Certificate of Conduct. PBCFTC hereby certifies that it will not attempt in any manner to improperly influence any specifications, or be unlawfully restrictive regarding purchase of services or commodities, by the COUNTY.

10. Certificate of Authority and No Conflict. PBCFTC hereby certifies that it is legally entitled to enter into this Agreement with the COUNTY, and that it is not and will not be violating, either directly or indirectly, any conflict of interest statute or any other applicable statute by the performance of this

Agreement.

11. Availability of Records.

A. PBCFTC shall maintain and preserve records, books, documents, papers and financial information pertaining to work performed under this Agreement. PBCFTC agrees that the COUNTY, or any of its duly authorized representatives, until the expiration of three (3) years after final payment under this Agreement or until the expiration of three (3) years after the termination of this Agreement, whichever occurs last, shall have access to, and the right to examine, any pertinent books, documents, papers, and records of PBCFTC. In the event that such audit is in progress at the expiration of the aforementioned three (3) year period, access to and the right to examine will continue until completion of such audit.

B. The parties expressly agree that any and all records of PBCFTC relating to this Agreement are to be considered public records, subject to the provisions of Chapter 119, Florida Statutes.

C. During the term of this Agreement, COUNTY is hereby granted the power to designate any or all records of PBCFTC, as public records under Chapter 119, Florida Statutes, by resolution of the Board of County Commissioners, making such designation, regardless of whether said records are presently deemed public records by law.

12. Findings Proprietary. Any reports, information or data given to, prepared or assembled for or by PBCFTC under this Agreement which the COUNTY requests be kept as proprietary shall not be made available to any individual or organization without the prior written approval of the COUNTY unless otherwise required by law. No material produced in whole or in part hereunder shall be subject to copyright in the United States or in any other country by any party other than by the COUNTY or by PBCFTC under conditions specified herein. The COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use any reports, data, or other materials prepared under this

Agreement.

13. Intellectual Property. All logos, slogans, trademarks, trade names, written copy, layout, production materials, formulas, recipes, and other intellectual property created by or on behalf of PBCFTC or the COUNTY under this Agreement or otherwise under Category "D" of the COUNTY's Tourist Development Plan shall be the property of COUNTY, and PBCFTC hereby assigns to COUNTY any and all rights PBCFTC has or may acquire in such intellectual property including by not limited to "Palm Beach County Film & Television Commission". The COUNTY hereby grants a nonexclusive license to PBCFTC for the use of such intellectual property during the term of this Agreement for the purpose of carrying out PBCFTC's duties under this Agreement; provided, that such use shall be subject to the terms of this Agreement including required approvals by the COUNTY, and provided further, that any and all revenues derived from such use by PBCFTC shall be applied solely to the performance of PBCFTC's duties under this Agreement in accordance with its terms, and any such revenue not so applied shall be remitted by PBCFTC to the COUNTY. PBCFTC shall take no action inconsistent with COUNTY's rights in such intellectual property, and will take reasonable actions, including registration or assignment of trademarks and trade names, as necessary and appropriate, to protect the COUNTY's rights in such property. PBCFTC is authorized and directed to include the COUNTY's name and logo and the names of the current members of COUNTY's Board of County Commissioners in any publications of PBCFTC for local distribution such as a newsletter, annual report, and the like, as feasible and appropriate.

14. Prohibition of Assignment. PBCFTC shall not assign, sublet, convey or transfer in whole or in part its interest in this Agreement, without the prior written consent of the COUNTY.

15. Conflict of Interest. Neither PBCFTC, nor its officers, directors, agents or employees shall acquire any interest, either directly or indirectly, which would conflict in any manner with the duties, obligations or the performance of services provided for in this Agreement. The PBCTFC shall maintain

and enforce a comprehensive conflict of interest policy for its board members, which is attached hereto and incorporated herein as Exhibit K.

16. Authority to Practice. The PBCFTC hereby represents and warrants that it has and will continue to maintain all license and approvals required to conduct its business. Proof of such license and approvals shall be submitted to COUNTY upon request. Furthermore the Film & Television Commission shall at all times conduct its business activities in a responsible manner and comply with any and all applicable laws, ordinances, statutes and regulations. 17. Insurance. PBCFTC shall not commence work under this Agreement until it has obtained the types of insurance required in this paragraph and such insurance has been approved by the COUNTY.

A. Certificate of Insurance. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. PBCFTC shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The certificates shall name the COUNTY as an additional insured and shall clearly indicate that PBCFTC has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve PBCFTC of its liability and obligations under this Agreement.

B. Comprehensive General Liability Insurance. PBCFTC shall maintain during the life of this Agreement and any renewal thereof, comprehensive general liability insurance, including contractual liability insurance, in an amount no less than \$1,000,000 per occurrence to protect PBCFTC from claims for damages for bodily and personal injury, including death, as well as from claims for property damage which may arise from any operations by PBCFTC or by anyone directly employed by or contracting with PBCFTC.

C. Comprehensive Automobile Liability Insurance. PBCFTC shall maintain, during the life of this Agreement and any renewal thereof, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect PBCFTC from claims for damages for bodily and personal injury, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether the operation of such automobiles be by PBCFTC or by anyone directly or indirectly employed by PBCFTC.

D. Workers' Compensation Insurance. PBCFTC shall maintain during the life of this Agreement, or any renewal thereof, adequate workers' compensation insurance and employers' liability insurance in at least such amounts as are required by law for all of its employees in accordance with Chapter 440, Florida Statutes.

E. Fidelity Bond. PBCFTC shall maintain, during the life of this Agreement, or any renewal thereof, a Third Party Commercial Fidelity Bond in the amount of \$100,000 written on a blanket basis covering all officers, directors, employees and agents who have custody of or access to any revenues, monies or finances. Such bond shall include or be endorsed to cover "third party" liability and include a third party beneficiary endorsement in favor of the County.

F. Directors and Officers Insurance. PBCFTC shall maintain, during the life of this Agreement, or any renewal thereof, directors and officers insurance in the amount of One Million Dollars (\$1,000,000).

18. Indemnification. PBCFTC shall indemnify, save and hold harmless the COUNTY, its officers, employees, and agents from and against any and all claims, liabilities, losses and/or causes of actions which may arise from any negligent act or omission of PBCFTC, its officers, directors, employees, and

agents in the performance of services under this Agreement, and regardless of whether such intentional negligent act or omission of PBCFTC was caused, occasioned or contributed to in whole or in part by the actions, omissions or negligence of the COUNTY or its officers, employees, or agents.

PBCFTC further agrees to indemnify, save, hold harmless and defend the COUNTY, its officers, employees, and agents from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of PBCFTC, or for which the COUNTY, its officers employees, and agents alleged to be liable.

19. Term of Agreement. The term of this Agreement shall be in effect until and shall expire on September 30, 2012. This Agreement may be extended or modified upon mutual agreement in writing.

20. Termination. The COUNTY or PBCFTC may terminate this Agreement at any time without cause by giving the other ninety (90) days advance written notice of such termination and specifying the effective date thereof. If PBCFTC or the COUNTY, at any time during this Agreement, or any renewal thereof, should be in default (i.e., a material breach) of any term, provision or covenant of this Agreement, and shall fail to remedy such default within thirty (30) days after written notice from the other then, if such default is not cured, the non-defaulting party may at its option terminate this Agreement by giving the other written notice of its election to terminate this Agreement at least ten (10) days prior to date of said termination. In the event the Board of County Commissioners shall decide to terminate this Agreement without cause, PBCFTC shall have an opportunity to appear before the Board of County Commissioners prior to the effective date of the termination of this Agreement.

21. Ordinance Amendment. Nothing in this Agreement shall impair or prohibit the Board of County Commissioners from amending Palm Beach County Tourist Development Ordinance No. 95-30 as amended, as the COUNTY may from time to time deem appropriate.

22. Performance and Obligation to Pay. PBCFTC's performance and the COUNTY's obligation to

pay under this Agreement are contingent upon the allocation of Tourist Development Tax funds for the purposes and uses provided in this Agreement, the availability of the Tourist Development Tax funds designated in COUNTY's Tourist Development Plan for Category "D" uses, an annual appropriation by the COUNTY for the purposes and uses provided for in this Agreement and the attached Exhibit "A"

23. Amendment. This Agreement shall constitute the whole Agreement between the parties unless otherwise amended in writing. Any failure by COUNTY to require strict performance by PBCFTC or any waiver by the COUNTY of any provision of this Agreement shall not be construed as a consent or waiver of any other breach of the same or any other provision.

24. Notices. All notices required by this Agreement shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Executive Director, Tourist Development Council
1555 Palm Beach Lakes Blvd., Suite 900
West Palm Beach, FL 33401

a copy to:

Robert Weisman, County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

and if sent to PBCFTC, shall be mailed to:

Film Commissioner, Palm Beach County Film and Television
Commission, Inc.
1555 Palm Beach Lakes Boulevard, Suite 900
West Palm Beach, FL 33401

25. Public Entity Crimes. As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, PBCFTC certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform work 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).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

*

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

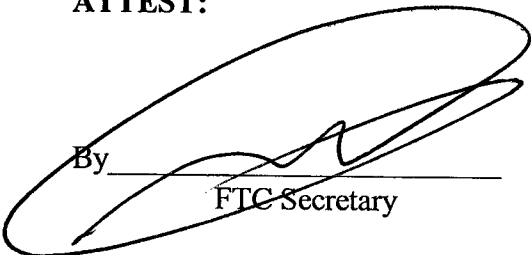
By _____
Deputy Clerk

By _____
Chairman

(SEAL)

ATTEST:

PALM BEACH COUNTY FILM AND
TELEVISION COMMISSION, INC.

By  _____
FTC Secretary

By  _____
FTC Chair

WITNESSES AS TO PBCFTC:

PALM BEACH COUNTY FILM AND
TELEVISION COMMISSION, INC.

By  _____
FTC Film Commissioner

APPROVED AS TO TERMS
AND CONDITIONS

By  _____
TDC Executive Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By  _____
County Attorney

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PALM BEACH COUNTY FILM & TELEVISION COMMISSION

FY 2009 LINE ITEM BUDGET - EXHIBIT "A"

	CONTRACTUAL EXPENSES	DIRECT COUNTY EXPENSES	RESERVES	TOTAL EXPENSES & RESERVES
100 ADMINISTRATION	\$486,278	\$0	\$0	\$486,278
200 OPERATIONS	\$17,500	\$0	\$0	\$17,500
300 PROGRAM	\$44,000	\$0	\$0	\$44,000
3080 INDIRECT OPERTING EXPENSES	\$0	\$40,356	\$0	\$40,356
4101 COMMUNICATION SERVICES	\$0	\$5,000	\$0	\$5,000
4103 COMM/SUNCOM-TOLL	\$0	\$400	\$0	\$400
4104 COMM/COMMERCIAL TOLL	\$0	\$2,000	\$0	\$2,000
4411 RENT	\$0	\$57,000	\$0	\$57,000
4418 RENT-PAGER SERVICES	\$0	\$0	\$0	\$0
4969 TAX COLLECTOR'S COMMISSION	\$0	\$9,730	\$0	\$9,730
9672 RESTRICTED RESERVE (GASB 31)	\$0	\$0	\$0	\$0
9938 TDC RESERVES	\$0	\$0	\$40,754	\$40,754
9939 FTV COMMISSION RESERVES	\$0	\$0		
TOTALS:	\$547,778	\$114,486	\$40,754	\$703,018

EXHIBIT "B"

**MOVING EXPENSE REIMBURSEMENT POLICY FOR
EMPLOYEES HIRED IN SELECTED POSITIONS**

PBCFTC may be reimbursed by the COUNTY, solely from tourist tax funds, for moving expenses for employees hired for the film commissioner position.

The Employee hired for the Executive Director position may be reimbursed up to 75% of his/her moving expenses but not to exceed \$5,000 unless provided otherwise in a written employment contract. Such written agreement may provide for reimbursement of actual and reasonable moving expenses in an amount not to exceed \$10,000 after obtaining written estimates as provided in this Policy and approval by the County Administrator of his/her designee.

The Employee hired for such position shall submit three (3) written estimates and a paid invoice to the Director of the TDC. Employees who have been reimbursed for moving expenses and who for any reason terminate their employment within one year from the date of employment must reimburse PBCFTC the full amount of the moving expenses originally paid. PBCFTC will, in turn, reimburse the COUNTY.

It is the PBCFTC 's responsibility to ensure that adequate funds are available in the budget for moving expenses.

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EXHIBIT "C"

PALM BEACH COUTNY FILM AND TELEVISION COMMISSION'S INTERNSHIP PROGRAM

A. PURPOSE:

The parameters for this program are very broad in order to accommodate the largest number of individuals in Palm Beach County. This program is designed to benefit the participants and Palm Beach County's film & television community at large, both educationally and professionally, by doing the following:

1. Providing local education and instruction, exposure to prospective employers, and supervised training, experience, and professional opportunities within the film and television industry.
2. Creating a strong, talented, and dependable labor pool for the film and television industry in Palm Beach County.

B. REQUIREMENTS

To qualify for this program, candidates need to qualify in one of the four areas:

1. A high school graduate, or if the candidate is still in high school, a letter of recommendation from a current instructor affiliated with the student's film/television production program must accompany the application.
2. A resident of Palm Beach County.
3. If not a resident, a full time student at a local Community College/University.
4. An unemployed professional who is affiliated with a film and/or television professional association.

Working knowledge of computers is preferred and knowledge of Windows is recommended.

C. GOALS

1. To assist in the provision of practical training and experiences otherwise unobtainable either in the classroom setting or in the local job market.
2. To fill the needs of prospective employers who will only consider applicants with previous experience.

D. PROGRAM DESCRIPTION

The program is divided into two-phases and offers qualified candidates non-paid temporary positions similar to those provided as part of a vocational school credit.

1. Phase-I is 240 hours consisting of twelve (12), twenty (20) hour weeks and will be conducted in the Film & Television Commission (FTC) office. The candidate will be offered a morning (9:00-1:00), midday (11:00-3:00) or afternoon (1:00-5:00) shift. Candidates will work under close supervision and observation of the Film Commission staff and receive practical experience and training in providing services to the film and television industry. During this time, it is expected the intern will become acquainted with the resources available to film professionals in the area, government regulations regarding permitting and insurance, and typical film commission activities and policies. Among other matters, participants will be trained in the operations of the FTC, perform special research projects, and be introduced to day to day issues involved in the industry.
2. Phase-II is 240 hours consisting of twelve (12), twenty (20) hour weeks and will commence with the intern interviewing at his choice of prospective sponsors in the business community. The FTC will assist with preparing the intern to meet and interview with these sponsors, including resume and letter preparation, interview skills and follow-up. It will be the sponsoring organization's decision to accept or decline the applicant.

E. REGARDING BOTH PHASES

During Phase-I, twenty (20) hours per week for twelve (12) weeks of training and educational experiences are expected. On a case-by-case basis, interns may be given permission to alter the amount of hours/weeks in the FTC office to accommodate a work or school schedule. The schedule for the required twenty hours per week during Phase-II would be determined by the sponsor's needs. The training, experiences, and work assignments provided will be at the discretion of the sponsor, but will be approved by the FTC. Qualified candidates are not entitled to wages or other compensation during the program. Course credit may be available, please discuss with the FTC.

F. EVALUATION

Upon completion of Phase-II, the candidate will return for a final evaluation by the FTC. At that time, permanent employment opportunities may be discussed if offered by the sponsoring organization. Participants should not expect to be given a permanent position with the company at the conclusion of the program.

For additional information regarding the internship program, contact the FTC Office at 561.233.1000.

EXHIBIT "D"
TRAVEL AND ENTERTAINMENT POLICY

Florida Statute sec.125.0104 governs the reimbursement of travel expenses incurred in the course of tourism promotion for the COUNTY. The statute authorizes reimbursement for "actual and reasonable" expenses. All expenses/purchases must have receipts, with the exception tips to bellman/valets that are less than \$10.00. (See section on Receipts)

Staff of the PBCFTC is authorized to provide, arrange and make expenditures of transportation, lodging, meals, and other reasonable and necessary items and services for such persons, as determined by the Film Commissioner, in connections with the performance of promotional and other duties of the PBCFTC. All travel and entertainment-related expenditures in excess of \$10 shall be substantiated by paid (invoices). COUNTY PPM CW-F-009 Travel Policy is utilized when Florida Statutes Section 125.0104 does not govern this policy.

Tourism Promotion activities shall include consumer and trade shows, familiarization tours, sales missions, and other travel related and entertainment expenses that are incurred by officers and employees of the agency, other authorized persons, location scouts, producers, directors, executives connected with the film and television industry in the course of promoting the COUNTY. Trips by the Film Commissioner and staff shall be approved in advance by the chair of the PBCFTC Board.

DOMESTIC TRAVEL (Including Florida)

Meal expenses will be deemed to be reasonable if they comply with the per diem limit by city as shown in the Business Travel Network Per Diem schedule distributed at the beginning of each fiscal year. If a particular city that is not listed in the Per Diem schedule it may be appropriate to use the next closest city as the guide. However, some resorts are adjacent to a city with a per diem meal schedule that may not be on par with the resort. In that case, "actual and reasonable" meal expenses will be accepted. Any departure from the published rates will be deemed to be excessive unless the reasonableness and necessity of the expenditure is satisfactorily proven by the traveler in a written explanation on the expense reimbursement form. Meal expenditures may be combined such that the daily total does not exceed the per diem limit, provided, however, that one does not incur entertainment expenses which include a meal during the same day, or during a day when the traveler arrives or departs from a city. The maximum tip on any meal is 15%, NO EXCEPTIONS. Miscellaneous incidental expenses will be reimbursed upon review and justification. Employees may make one (1) personal call home per day, excepting unusual circumstances which must be explained and will be subject to review.

FOREIGN TRAVEL

Foreign Travel will be reimbursed at the per diem rates as listed in the "Standardized Regulations (Government Civilians Foreign Areas)" publication. This publication breaks down per diem into meals & incidentals (MIE), and lodging. The MIE rate is inclusive of tips for meals and other related expenses.

Lodging may exceed the per diem listed provided there is a valid reason as to why the accommodations exceeded the per diem limits.

FOREIGN EXCHANGE RATE: Expense reports containing a mix of cash and credit card expenses will be reimbursed using (a) the actual rate of exchange shown on the credit card statement for each charge and (b) the average of the Interbank Rate for eligible cash expenditures incurred during the time the traveler was in the country, as published by *OANDA.com*. The average rate as published by *OANDA.com* shall be attached to each expense report. Expense reports that have only credit card charges shall be reimbursed at the same rate as shown on the credit card statement of the traveler, which shall be attached to the expense report.

When traveling in several countries on the same trip, the traveler must submit an expense report for each country along with the exchange rate in effect at the time of travel.

AIR TRAVEL

For intercontinental flights, full fare coach tickets may be purchased for upgrade to business class/first class, if available through airline programs. For all other air travel, the traveler shall attempt to obtain the most economical means of travel that is reasonable under the circumstances.

RECEIPTS ARE REQUIRED FOR ALL EXPENDITURES

TIPS

All tips for portage, taxi cabs etc., must be detailed on the back page of the travel reimbursement form. Tips over \$10.00 given for portage of large and/or numerous boxes of material or displays, require explanations and receipts. Tips for meals are to be included in the meals column, NOT the tip column of the expense report. The per diem schedule for meals is inclusive of tips.

ENTERTAINMENT

Entertainment expenses are those incurred while meeting with persons connected with the tourism industry. Such expenses shall be limited to the following amounts per person per day:

Breakfast: \$ 30.00	A maximum 20% gratuity
Lunch : \$ 70.00	may be added to these rates
Dinner : \$100.00	

The above limits do not include taxes and other expenses associated with the event during which the meal is served. Items such as invitations, entertainment, room rental, beverages served at a reception, photography and special decorations are not included.

In cases where a facility has required payment for a guaranteed minimum number of attendees, such limits shall be calculated based on the guaranteed minimum number. Each reimbursement shall include names and affiliations of those entertained, and the staff in attendance. You must also attach a copy of the per diem schedule for the city(s) where you have incurred meals and /or lodging expenses.

EXPENSE REPORTS.

Requests for reimbursement for travel and entertainment expenses are to be made utilizing the standard FTC expense report form, as updated from time to time. Requests for reimbursement for mileage shall be done using a mileage expense report form as a backup to the standard expense report. Each expense report must be approved by the Film Commissioner or his/her designee. The appropriate amount code should be shown on the expense report.

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EXHIBIT "E"

SBE POLICY

Pursuant to Palm Beach County Ordinance No. 2002-064, the Film & Television Commission agrees to carry out its duties under this Agreement in accordance with the following program to encourage the participation of small business enterprises ("SBE") in the Film & Television Commission's procurement process.

The Film & Television Commission will make good faith efforts in providing equal opportunity whereby all Palm Beach County businesses may fully participate in the Film & Television Commission's procurement process. The Film & Television Commission agrees to take the following steps to insure that Palm Beach County-certified small business enterprises are afforded the opportunity to participate in the Film & Television Commission's procurement process:

- A. Analysis of SBE availability to provide the products or services identified for contracting at either the prime or subcontract levels.
- B. Inclusion of SBEs on contract solicitation lists or vendor lists.
- C. Establishment and implementation of goals for SBE participation, and tracking of SBE participation, consistent with Ordinance No. 95-30 and Policies and Procedures adopted by the COUNTY pursuant thereto.
- D. Monitoring and maintenance of records sufficient for verification of steps taken and results achieved to maximize participation.
- E. Dividing purchases and contracts into smaller units, areas, or quantities where feasible and likely to increase participation without substantial adverse fiscal impact.
- F. Setting delivery schedules that do not discourage SBE participation.
- G. Use of services and assistance provided by the COUNTY's Office of Small Business Assistance and other agencies in locating available SBEs.
- H. Utilization of the COUNTY's computerized listing of certified SBEs.
- I. Submission of annual reports to the TDC, and if requested, to the Board of County Commissioners, detailing the results of efforts to obtain SBE participation. This report shall

include as a minimum the percentage of SBE participation during the contract term, total expenditures, and dollar amount of contracts awarded to SBEs. If the report indicates that the Film & Television Commission is behind in reaching the annual goals, the report shall also discuss the known or possible reasons for the failure to meet the goals.

- J. Providing SBEs with adequate information about plans, specifications, and requirements of the Film & Television Commission contracts, and following up initial solicitations of interest by SBEs.
- K. Where applicable, negotiating with SBEs in good faith and demonstrating that SBEs were not rejected as unqualified without sound reasons based on thorough investigation of their capabilities.
- L. Using the services of available community and contractors' groups, and local, state, or federal minority and/or woman business assistance offices that provide assistance in the recruitment of SBEs for public sector contracts.
- M. Where applicable, providing assistance to obtain bonding, lines of credit, and insurance.
- N. Where appropriate, scheduling pre-bid or pre-proposal meetings to inform potential subcontractors of SBE requirements and other bid/proposal requirements, and encouraging SBEs to attend the pre-bid or pre-proposal meetings.
- O. Offering instructions and clarification on bid/proposal specifications, procurement policy and procedures, and general bidding requirements.
- P. Maintaining a file of successful bid/proposal documents from past procurement and permitting SBEs to review and evaluate such documents.
- Q. When requested, meeting with unsuccessful bidders/proposers to explain why bids may have been unsuccessful.
- R. Ensuring that bid/proposals specifications and plans are written or drawn so as not to prejudice or unreasonably limit SBE participation. The inclusion of proprietary specifications should be avoided without the establishment of a particular need.
- S. Limiting the use of renewal provisions in subcontracts so as not to inhibit SBE participation.

- T. Placement of bid notices, and where appropriate, in small business-focused media.
- U. Providing adequate time for the submission of bids/proposals so as to facilitate the participation of SBEs.

For the purposes of this Exhibit, all terms shall have their ordinary meaning, except that any terms defined in Palm Beach County Ordinance No. 95-30 or any successor ordinance, shall have the meaning provided therein.

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EXHIBIT "F"

Performance Measures	FY07 Actual	FY08 Projected	FY 09 Year End Goal
1. Production Revenue	\$118.7	\$116.7	\$116.7
2. Hotel Room Nights	17,437	16,506	20,000
3. Permits Issued	225	194	194
4. Projects Shot* (Permit not necessary, FTC Assist)	162	*	162
5. Total Leads*	274	*	274
6. Lead Responses*	266	*	266
7. Lead Conversion*	48	*	30
8. Website Unique Visitors*	56,734	*	59,571

* = New Performance Measures

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TO: ALL COUNTY PERSONNEL

FROM: ROBERT WEISMAN
COUNTY ADMINISTRATOR

PREPARED BY: FILM & TELEVISION COMMISSION/ADMINISTRATION

SUBJECT: POLICIES AND PROCEDURES FOR FILM & TELEVISION
COMMISSION

PPM #: CW-O-031

ISSUE DATE
July 31, 1989

EFFECTIVE DATE
January 1, 1993

PURPOSE:

To establish a unified and streamlined system for reviewing and approving filmmakers and students requests to shoot in Palm Beach County. The commonly known term throughout the film industry is One-Stop Permitting.

AUTHORITY:

Board of County Commissioners Motion 8B-1 dated February 28, 1989.

GUIDELINES:

1. Each County department will appoint one of its staff members and an alternate to coordinate any film requests with the Film & Television Commission (FTC).
2. Each County department shall maintain its right to approve a request from the FTC, especially when matters of public safety are involved. The film request must be handled within three days, unless circumstances prohibit.
3. The FTC will require and hold the filmmakers or in the case of a student, the School Districts/ Private and/or Charter School insurance certificate. Insurance coverage for a participating school would fall under the current state statute required for each school. (State Statute 768.28)
4. The FTC will process the appropriate uniform County film application as approved by the County Attorney, Risk Management and Contract Administration. Departmental authorization can be made by telephone to the FTC. An application must be verified and approved by a qualified representative of the FTC.
5. The Film Commissioner is available 24 hours a day and will be immediately notified whenever a problem or conflict arises between a filmmaker/student filmmaker and any County agency.

Contact the FTC at 233-1000 from 8:30 - 5:30 Monday through Friday. After 5:30 p.m. and weekends, contact the Film Commissioner by cell phone by calling the 24 hour phone service.

6. All fees charged by Palm Beach County to applicants/students for services rendered by the County shall be for actual expenses representing personnel time, out-of-pocket expenses and other actual costs not normally incurred in daily operations.
7. Each department will collect all appropriate payments for services from the applicant/student or the respective school.

PROCEDURES:

1. All filmmakers/students requests for filming will be processed through the FTC.
2. All appropriate department coordinators will be contacted by the FTC if a shooting request involves that particular department.
3. Each department will schedule the shooting and confirm the request by phone, unless the film request is unusually complicated. Estimated expense and details should be specified.
4. More detail shooting requests can be handled in a joint meeting between the affected departments and the filmmaker's representative and/or students and their film & television instructor. Estimated expenses and details should be specified and discussed at this time.
5. Each department will receive copy of the approved film permit and certificate of insurance.
6. The filmmaker/student will carry a copy of the approved film permit while on location.
7. All County departments should be prepared to help process last minute requests which are beyond the control of the filmmaker/student or the FTC due to inclement weather, mechanical breakdowns, etc.

ROBERT WEISMAN
COUNTY ADMINISTRATOR

Supersession History:

1. PPM # CW-O-031, effective 7/31/89
2. PPM# CW-O-031, effective 3/1/92
3. PPM# CW-0-031, effective 1/1/93
4. PPM# CW-0-031, effective 1/2 /04

PALM BEACH COUNTY, FLORIDA LAND DEVELOPMENT CODE
ARTICLE 6: ZONING DISTRICTS
SECTION 6.4 USE REGULATIONS AND DEFINITIONS

Motion picture production studio means the use of a lot or building for the production of films or videotapes for exhibition or sale. A motion picture production studio shall comply with the following supplementary use standards.

- a. **CHO and CG districts.** Motion picture production studios shall be located at least three hundred and fifty (350) feet from a residential district. Accessory offices shall meet the setbacks of the district.
- b. **Temporary film permit.** A temporary film permit to allow location shooting for a period of less than three (3) weeks may be permitted with an approved special permit from the Zoning Director to schedule the proposed film shooting:
 - (1) **Coordination.** The PBCFTC Film Commissioner shall coordinate with the Zoning Director to schedule the proposal film shooting.
 - (2) **Conditions.** Reasonable conditions of approval shall be recommended which are designed to mitigate any anticipated impacts on neighboring properties.
 - (3) **Renewal.** One (1) additional renewal may be granted for an additional three (3) weeks, for a maximum duration of six (6) weeks.
- c. **Extended film permit.** An extended film permit shall be issued for a period greater than three (3) weeks but not to exceed six (6) months plus three (3) additional renewals thereof, each of which may not exceed six (6) months. The duration of the permit with extensions shall not exceed twenty-four (24) months.
 - (1) **Permit.** A permit may be renewed upon the following circumstances:
 - (a) **Request.** The applicant has submitted to the Zoning Director a written request for renewal of the Permit and the Zoning Director approves the renewal;
 - (b) **Conditions.** The applicant has abided by all conditions of approval;
 - (c) **Impacts.** No significant or on going negative impacts on neighboring properties have been identified.
 - (2) **Renewal.** In addition to the above requirements, any renewal that extends

an amendment to the Official Zoning Map to allow the filmmaking use on a permanent basis, and shall pursue each application in good faith.

(b) **Denial.** The rezoning request or Comprehensive Plan Amendment has not been denied.

- d. **Film Office.** The PBCFTC Film Commissioner shall coordinate with the Zoning Director to schedule the proposed film permit.
- e. **Public notification.** Courtesy notices are mailed by the applicant to all property owners within a three hundred (300) to five hundred (500) feet radius of the property to be used film location for the extended film permits or for a permanent production studio.
- f. **Site plan review and approval.** The proposed location and site plan shall be subject to review by the Development Review Committee. Reasonable conditions of approval shall be recommended which are designed to mitigate any anticipated impacts on neighboring properties. Conditions may include but are not limited to duration, restrictions of hours of operation, setback requirements, obtaining approvals from other appropriate agencies, and safety related requirements. The conditions shall be incorporated into the permit approval.
- g. **Posting of permit.** A copy of the permit shall be posted on the site by the property owner. Copies of the permit shall be kept by the Zoning Director and the Code Enforcement Director for record keeping purposes. Any violation of these conditions may result in the revocation of the permit or code enforcement action.

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EXHIBIT "H"
SALARY POLICY

The salaries provided by PBCFTC to its employees shall be in conformity with the specific salary ranges set forth in its guidelines, policies, and procedures. Any increase in annual salary of any employee of PBCFTC, other than the Film Commissioner, which is funded from revenues derived from the Tourist Development Tax shall not exceed the amount established for fiscal year pursuant to the following "pool of funds" policy:

- a.) for each individual employee paid for by TDC funds, show the name, starting date, position and salary range for the position, and their gross salary as of Sept. 30th immediately preceding the FY and anticipated date of any merit increase during the FY.
- b.) compute 5% of each individual's salary as of said Sept. 30th.
- c.) compute the number of days from the anticipated date of merit increase until the end of the fiscal year and divide those days by 365.
- d.) multiply the answer in "c" by the amount in "b".
- e.) the sum of the amount computed in "d" for each employee shall be the maximum amount that can be used for merit increases in the fiscal year.

Each time an employee is given a merit increase, the agency shall submit a report to the Executive Director of the TDC or his designee showing the amount of the increase, along with a running total of any and all previous increases, and a net amount available as of the date of the report.

Increases will be based on merit performance only and not cost of living increases. The limitation on merit increases established by this salary policy shall not apply to the promotion of an employee to the minimum salary level of a new job category.

The PBCFTC Film Commissioner shall be eligible for merit-based increases of up to 5% from revenues derived from the Tourist Development Tax. In addition to any annual merit-based salary increase, a lump sum performance-based incentive payment of up to five percent of the base salary, prior to any increase, of the PBCFTC Film Commissioner may be paid from such revenues upon approval of the TDC and the COUNTY. The approval process for such lump sum payment is as follows:

At the beginning of each fiscal year, the Board of Directors of PBCFTC shall establish specific performance goals for the PBCFTC Film Commissioner for the fiscal year. These goals, along with the Annual Marketing Plan, shall be submitted to the TDC for their review and approval. At the end of the fiscal year, the Board of Directors shall review the extent of achievement of the goals by the PBCFTC Film Commissioner, and may make a recommendation for such an additional payment. This review shall be fully documented using a standard executive evaluation form. The Board's review and recommendation shall be submitted to the TDC for review and approval, and then to the Board of County Commissioners for final approval.

Any salary adjustment for the PBCFTC Film Commissioner shall be effective October 1st of each year. The County Administrator and the Board of County Commissioners shall be given an update of all tourist tax funded positions along with full disclosure and backup at the end of each fiscal year.

EXHIBIT "I"

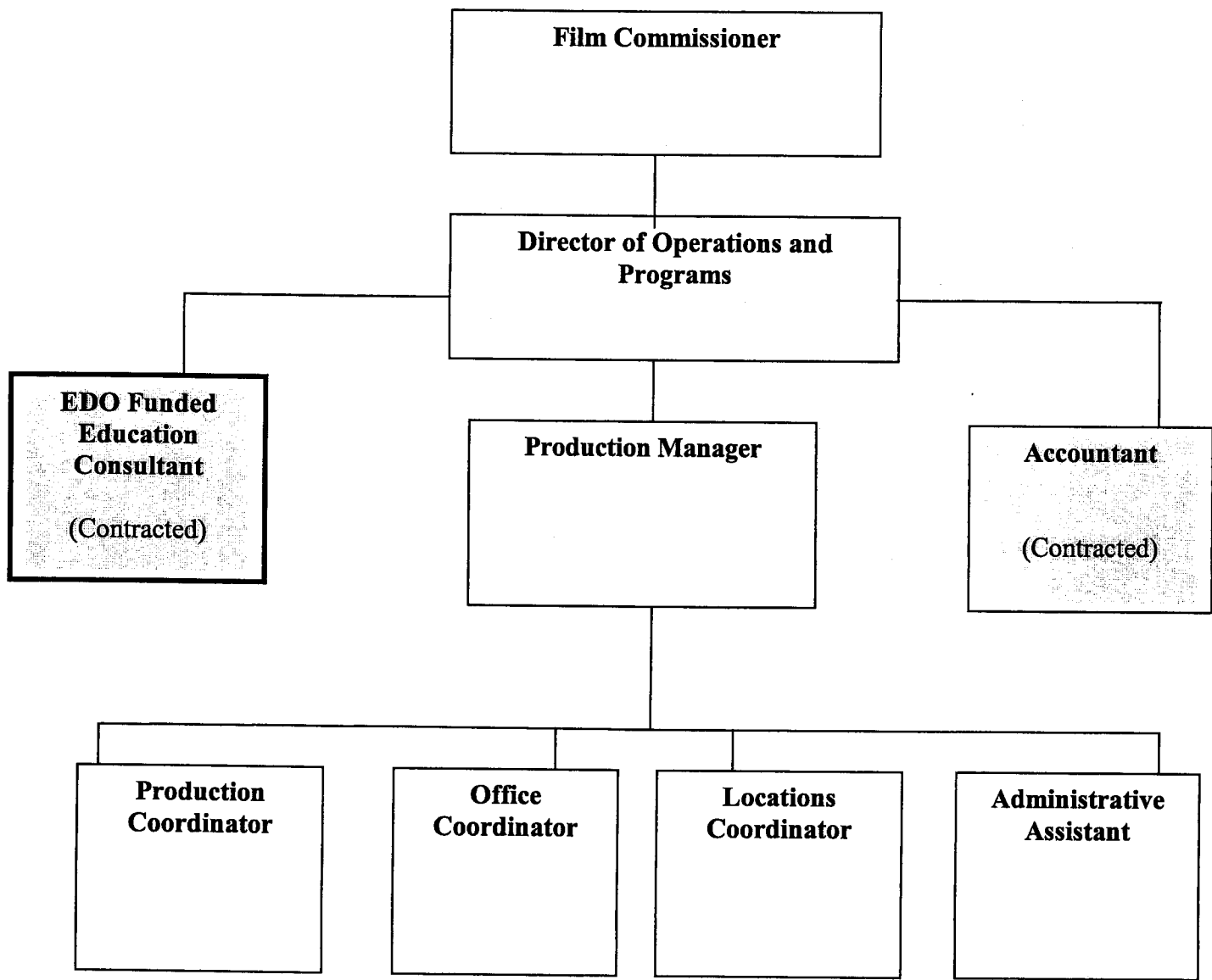
SALARY RANGES

Position	Salary Range
Film Commissioner	\$70,000 - \$151,410
Director of Operations and Programs	\$53,000 - \$86,520
Production Manager	\$42,000 - \$61,800
Production Coordinator	\$32,000 - \$49,440
Office Coordinator	\$32,000 - \$49,440
Location Coordinator	\$30,000 - \$46,350
Administrative Assistant	\$28,000 - \$41,200
Contracted Positions	FY09 Salary
Accountant	\$14,000
*Education Consultant	\$33,600

*Education Consultant is paid for out of the Economic Development Office Contract.

A 3% Annual COLA will be applied to salary ranges, commencing October 2009.
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EXHIBIT "J"
ORGANIZATIONAL CHART
FY09



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EXHIBIT "K"

DIRECTORS CONFLICT OF INTEREST

Each Director shall be governed by the following Policy with respect to conflicts of interest. Each member of the Board of Directors has a duty to place the interest of the Corporation foremost in any dealings with or on behalf of the Organization. No Director shall use his or her position, or the knowledge gained therefrom, in such a manner that a conflict arises between the interest of the Corporation and his or her personal interests, except as may be permitted by the following Policy.

A. Potential Conflict of Interest

1. Any Director has a potential conflict of interest if that Director has a Financial Interest or is a party to any other circumstances substantial enough that such Financial Interest or other circumstance would, or reasonably could, affect his or her judgment as a Director. A Financial Interest exists if the Director has, directly or indirectly, through business, investment or family:

a. An actual or potential ownership or investment interest in any entity with which the Film & Television Commission has a transaction or arrangement; or

b. An actual or potential compensation arrangement with any entity or individual with which the Film & Television Commission has or is negotiating a transaction or arrangement.

2. Compensation includes direct or indirect remuneration, as well as gifts or favors that are substantial in nature. This does not preclude the acceptance of items of nominal or insignificant value, or entertainment of nominal or insignificant value, which are unrelated to any transaction or activity of the Film & Television Commission.

B. Procedure for Addressing the Potential Conflict of Interest

1. Whenever a Director has knowledge of a potential conflict of interest with respect to that Director, the Director must disclose the existence of the potential conflict of interest to the Chair (or, if the Director is the Chair, to the Board). If any Director shall become aware of facts that may constitute a potential conflict of interest by another member of the Board, he or she shall bring such facts to the attention of the Chair (or, if the other member is the Chair, to the Board). Upon receipt of an assertion of a potential conflict of interest involving a Director, from another Director or any other source, the Chair shall notify the Director involved of the asserted potential conflict of interest, and shall determine whether there exists a potential conflict of interest, as defined in this Policy. (If the Director involved is the Chair, the determination shall be made by the Board.)

2. In any case where a Director contests a determination of the Chair of the existence of a potential conflict of interest (or where the Director involved is the Chair), the Director shall be given the opportunity to disclose all material facts to the Board and to respond

to their questions with respect to the matter, and the Board shall determine whether there exists a potential conflict of interest, as defined in this Policy.

3. In any case in which--

- a. a Director has declared the existence of a potential conflict of interest;
- b. the Chair has made an uncontested determination of the existence of a potential conflict of interest; or
- c. the Board has made a determination of the existence of a potential conflict of interest,

then

d. during any Board consideration of any Board action relating to the potential conflict of interest, the Director shall declare the potential conflict of interest, shall make a full disclosure of all material facts with respect to the potential conflict of interest, shall absent himself or herself from Board consideration of the matter, and shall record a vote of abstention on any vote respecting the matter, such declaration, disclosure, absence, and abstention to be reflected in the minutes of the meeting, and

e. the Board shall take any such other action as may be necessary or appropriate under applicable law and contractual obligations of the Corporation.

4. As much as possible, conflicts of interest are to be avoided, and in each case the Board shall where feasible make reasonable efforts to enter into an equally or more advantageous transaction or arrangement with a person or entity that would not give rise to a potential conflict of interest. However, the fact that a Director has a potential conflict of interest with the Corporation does not necessarily mean that a transaction or arrangement cannot occur. There may be occasions when the Board desires to engage in the transaction or arrangement, even with the potential conflict of interest. Transactions or arrangements are permissible if:

- a. Material facts are disclosed, and a majority of the disinterested Directors approves the transaction or arrangement in good faith; and
- b. The transaction or arrangement is fair to the Corporation and in the best interests of the Corporation.

5. The procedure to be used for determining that a particular transaction or arrangement is fair to the Corporation and in the best interests of the Corporation is a favorable vote, as provided under these Bylaws, by those Directors who are not involved in the potential conflict of interest. Nevertheless, if required in the judgment of the Board, resolution of any potential conflict of interest may necessitate --

- a. not entering into the transaction or arrangement;
- b. the termination of a Director's relationship with a particular vendor or other entity, or
- c. resignation by a Director as a member of the Board of Directors.

C. Noncompliance with Policy

1. If the Chair has reasonable cause to believe that a Director has failed to disclose a potential conflict of interest as defined in this Policy, the Chair shall inform the Director of the basis for such belief and afford the Director an opportunity to explain the alleged failure to disclose.
2. If the Chair determines that the Director has in fact failed to disclose a potential conflict of interest as defined in this Policy, the matter will be referred to the Board and the Board shall take appropriate disciplinary or corrective action.

D. Annual Disclosure; Annual Review

1. Each Director shall annually complete a disclosure form identifying any relationships, positions, or circumstances which he/she believes, could contribute to a potential conflict of interest as defined herein.
2. Each new Director shall be required to review a copy of this Policy and to acknowledge in writing that he/she has done so.
3. This Policy on Conflicts of Interest shall be reviewed annually by the Board.
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**BOARD OF DIRECTORS OF
PALM BEACH COUNTY FILM & TELEVISION COMMISSION
CONFLICTS OF INTEREST**

Disclosure Form for the Fiscal Year beginning: _____

Name: _____

Please describe any relationships, positions or circumstances in which you are involved that could contribute to a potential conflict of interest as defined in the Policy on Conflicts of Interest as adopted by the Board of Directors of the Palm Beach County Film & Television Commission (the "FTC"). Such relationships, positions, or circumstances might include service as a director of or consultant to a nonprofit organization receiving a grant from the Film & Television Commission, or ownership of a business that might provide goods or services to the Film & Television Commission. All information regarding business interests shall be treated as confidential to the extent permitted by law¹ and shall be made available only to the Chair except to the extent disclosure is necessary in connection with the implementation of this Policy.

- ☐ I am not aware of any potential conflicts of interest.
- ☐ The following relationships may give rise to a potential conflict of interest:

I hereby certify that the above information is true and complete to the best of my knowledge, and agree to abide by the Film & Television Commission Policy on Conflicts of Interest.

Signature: _____ Date: _____

ACORD. CERTIFICATE OF LIABILITY INSURANCE		OP ID JZ PALMB52	DATE (MM/DD/YYYY) 09/16/08
PRODUCER The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach FL 33483 Phone: 561-276-5221 Fax: 561-276-5244		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.	
INSURED Palm Beach County Film & Television Commission, Inc. 1555 Palm Beach Lakes Blvd. 900 West Palm Beach FL 33401		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: The Travelers Insurance Co.	05590
		INSURER B: Western Heritage Ins. Co.	
		INSURER C: AmComp Preferred Ins. Co.	
		INSURER D: Travelers Casualty & Surety	
		INSURER E: Ohio Casualty Insurance Co.	24074

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.									
INSR	ADDT	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
B	X	X	GENERAL LIABILITY	SCP0640614	01/17/08	01/17/09	EACH OCCURRENCE	\$ 1000000	
			COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000	
			CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000	
							PERSONAL & ADV INJURY	\$ excluded	
							GENERAL AGGREGATE	\$ 2000000	
			GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ excluded	
			<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B			AUTOMOBILE LIABILITY	SCP0640614	01/17/08	01/17/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000	
			ANY AUTO				BODILY INJURY (Per person)	\$	
			ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
			SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
			HIRED AUTOS						
B			NON-OWNED AUTOS						
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
			ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$	
							AGG	\$	
			EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$	
			<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$	
								\$	
			DEDUCTIBLE					\$	
			RETENTION \$					\$	
C			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCV7002694	05/29/08	05/29/09	WC STATU-TORY LIMITS	OTH-ER	
			ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 100000	
			If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 100000	
							E.L. DISEASE - POLICY LIMIT	\$ 500000	
A			Directors & Office	103961846	11/05/07	11/05/08	D&O	1000000	
D			Crime 100,000	104896617	02/22/08	02/22/09	Bond	40000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS									
Palm Beach County Board of County Commissioners is shown as Additional Insured with respect to Comprehensive General Liability Coverage.									

CERTIFICATE HOLDER	CANCELLATION
PALMB35	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.
Palm Beach County Board of County Commissioners 301 N Olive Ave West Palm Beach FL 33401	AUTHORIZED REPRESENTATIVE Michael Bottcher