PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS



AGENDA ITEM SUMMARY

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Meeting Date:	November 3, 2009	[X] Consent [] Workshop	[] Regular [] Public
Submitted By:	Administration Administration	[] Hermonep	[]
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 \$27,000 from October 1, 2009 to September 30, 2010.

Summary: The scope of services included in this Grant Agreement falls within four (4) categories: A) recruit 250 films for the Film Festival, with the goal of 10% being International; obtain the participation and commitment from 30 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) match 100% of County grant with private funds; and develop fundraising/awareness events in FY2009 - FY2010, C) provide scholarships to the winners of the Student Showcase of Films and develop student liaisons between the PBIFF and the School District of Palm Beach County to encourage participation in the Film Festival, D) 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 final reported 2008 economic impact on tourism from out of County visitors was \$2,083,936. The International Film Festival is scheduled from April 22-26, 2010. The FY2010 Grant Agreement of \$27,000 is reduced from last year's level of \$100,000. Countywide (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 14th 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

Approved by:

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of	Fiscal Impact				
Fiscal Years Capital Expenditures	2010	2011	2012	2013	2014
Grant Expenditure Operating Revenues	27,000				
Program Income (PBC) In-Kind Match (PBC)	27,000				<u></u>
NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS					
(Cumulative)					
Is item included in Curre	र्जॉ Budget?	Yes	X No	<u>.</u>	
Budget Account Number: Fund 1539 Department	. <u>764</u> Uni	t <u>1083</u> O	bject <u>8201</u>		
B. Recommended Source	es of Funds/S	ummary of	Fiscal Impa	ct:	
The source of funds for t	the \$27,000 is	^	-		item.
C. Departmental Fiscal Ro	eview:	to we	the 10/19	09	
	III. REVIEV	V COMMEN	TS		
A. OFMB Fiscal and/or	Contract Dev.	and Control	Comments:		

В.

C.

Legal Sufficiency:

Other Department Review:

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

Department Director

This Contract complies with our contract review requirements.

A GRANT AGREEMENT BETWEEN PALM BEACH COUNTY

AND

THE PALM BEACH INTERNATIONAL FILM FESTIVAL, INC. – FY 2010

THIS Grant Agreement, entered into this ______ day of ______, 2009, 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 $1 ext{st}$ day of October 2009. The term of this Agreement shall be twelve (12) months from the effective date of this Agreement. This Agreement shall end on the $30 ext{th}$ day of September 2010.

Grant Amount

The GRANTEE will be eligible for a grant amount not to exceed \$27,000 (twenty-seven 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, 2010.

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, 2009. Those costs incurred by GRANTEE for the PROJECT, approved and submitted accordingly by GRANTEE subsequent to October 1, 2009, are eligible for reimbursement by COUNTY pursuant to the terms and conditions hereof. The COUNTY agrees to make a lump sum payment of \$27,000 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.

<u>Arrears</u>

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

The Palm Beach International Film Festival, Inc. - FY2010

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:	By: John F. Koons, Chairman
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:	APPROVED AS TO TERMS AND CONDITIONS:
By: Assistant County Attorney	By: MUM DAW Economic Development Director
GRANTEE: Palm Beach International Film Festiva	l, Inc.
By: Vonne S. Boice, Ch	Air pronne l'Boice Signature
	THE SHALL TO SEE
WITNESS:	

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. Present various venues in Palm Beach County April 22 26, 2010, "Best of the Fest" May 1 2, 2010.
- 2) Enhance the recognition of Palm Beach County as an international destination for the appreciation and production of film, television and digital industries.
- 3) Stimulate Palm Beach County's economy during the shoulder season to fill 250 hotel room nights bringing businesses and dollars to regions of the county.
- 4) Develop business opportunities for film and television production in Palm Beach County and expand the business activity in related industry sectors.
- 5) Showcase international awareness, branding independent films from around the globe and celebrate artistic films for the benefit of the Palm Beach County community.
- 6) Provide opportunities for Palm Beach County students to create career credentials and engage in dialogue with industry professionals. Continue to 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 2010:

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 30 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 Celebration, 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 \$27,000.
- B. Develop fundraising / Awareness events in 2010.

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 organizations such as the Business Development Board, area organizations and local production companies to encourage local filmmakers and the community 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.	\$ 5,000
	Office Operation	\$ 3,000
	Events	\$ 2,000
	Marketing	\$ 2,000
	Personnel	\$15,000
	TOTAL	\$27,000

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, 10 th Floor West Palm Beach, Florida 33401	
FROM:	Name of GRANTEE Address Telephone	
SUBJECT:	Reimbursement Request No Contract No	
i ne expendit	u will find Invoice #, requesting reimbursement in the ures for this invoice cover the period of throug	h You will also find
	k-up original documentation relating to the expenditures b	being involved.
	k-up original documentation relating to the expenditures b	eing involved.
	k-up original documentation relating to the expenditures be	eing involved.

EXHIBIT C REPORTING FORM

Date	
Sign	ature
	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, 2010
(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 2009 Film Festival by July 31, 2010.
- 3) List the meetings held with the business community, students and/or School District, and other organizations by August 31, 2010.

	4C		ICATE OF LIAB			EWINDIA	DATE (MM/DD/YYYY) 10/16/09	
The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach FL 33483 Phone: 561-276-5221 France 61 276 5044			ONLY AND HOLDER. T	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 A	INSURERS AFFORDING COVERAGE				
	1160			INSURER A:	Penn Americ	a Ins. Co.		
				INSURER B:				
		Palm Beach Interna	tional Film	INSURER C:	INSURER C:			
		289 Via Naranjas, Boca Raton FL 3343	#48 2	INSURER D:	INSURER D:			
				INSURER E:	INSURER E:			
		IGES						
MA	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.							
LTR	NSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMI	TS	
		X COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR	COMMERCIAL GENERAL LIABILITY 1510026		10/15/09 10/15/10 EACH OCCURRENCE DAMAGE TO HENTED PREMISES (Ea occurence) MED EXP (Any one person)			
					ŀ	GENERAL AGGREGATE	\$ 1000000	

TITE OF INSURANCE			POLICY NUMBER	DATE (MM/DD/YYYY)	DATE (MM/DD/YYYY)	LIMITS			
١.		GENERAL LIABILITY				EACH OCCURRENCE	s 1000000		
A		X COMMERCIAL GENERAL LIABILITY	1510026	10/15/09	10/15/10	DAMAGE TO RENTED PREMISES (Ea occurence)	\$ 50000		
l		CLAIMS MADE OCCUR		,		MED EXP (Any one person)	\$ 1000		
						PERSONAL & ADV INJURY	\$ 1000000		
	l	CEAN ACCRECATE UNIT ATTACK		i i	1	GENERAL AGGREGATE	\$ 2000000		
	1	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO- JECT LOC				PRODUCTS - COMP/OP AGG	s included		
 	 	AUTOMOBILE LIABILITY							
		ANY AUTO				COMBINED SINGLE LIMIT	s		
l		ALL OWNED AUTOS				(Ea accident)	*		
İ		SCHEDULED AUTOS				BODILY INJURY	s		
l	ĺ.,	HIRED AUTOS				(Per person)			
]		NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$		
		<u> </u>				,			
						PROPERTY DAMAGE (Per accident)	\$		
	1	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$		
	ANY AUTO					OTHER THAN EA ACC	\$		
\vdash						ALITO ONLY:	\$		
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	\$		
1		OCCUR CLAIMS MADE				AGGREGATE	\$		
		DEDUCTION S					\$		
İ		DEDUCTIBLE RETENTION \$	+				\$		
\vdash		KERS COMPENSATION					\$		
		EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE Y / N				WC STATU- OTH- TORY LIMITS ER			
	OFFI	CER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$		
	If yes, describe under SPECIAL PROVISIONS below					E.L. DISEASE - EA EMPLOYEE	\$		
	OTHE					E.L. DISEASE - POLICY LIMIT	\$		
A		operty Section	TBD	10/15/09	10/15/10				
DESC	ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS								

Certificate Holder is Additional Insured with respects to Comprehensive General liability Coverage.

CE	RT	IFI	CA	١T	E	HC	LI	DE	R
			_	_		_			-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ 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, IT'S AGENTS OR REPRESENTATIVES.

Palm Beach County Board of County Commissioners 301 N Olive Ave West Palm Beach FL 33401 ACORD 25 (2009/01)

The ACORD name and logo are reg



October 06, 2009

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

Dear Ms. Mcgee:

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 individuals, this coverage is considered voluntary.

Sincerely

Randi Emerman Executive Director

> 289 Via Naranjas, Suite 48 Boca Raton, FL 33432 (561) 362-0003 (561) 362-0035 (fax)