

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

|                |                             |   |   |
|----------------|-----------------------------|---|---|
| Meeting Date:  | October 4, 2011             | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular        |
|                |                             | <input type="checkbox"/> Workshop           | <input type="checkbox"/> Public Hearing |
| Department:    | Administration              |   |   |
| Submitted By:  | Economic Development Office |   |   |
| Submitted For: | Economic Development Office |   |   |

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: A \$50,000 Film & TV Tech Prep Grant Agreement with the Palm Beach County Film & Television Commission commencing October 1, 2011, and ending September 30, 2012.

**Summary:** The objectives of the PBC Film & TV Technical Prep Program are to prepare high school students for career pathway; to create future workforce in the film & television industry; to provide educational, financial and logistic resources for high school, college students and teachers through the Palm Beach County Film & Television Commission (FTC). This \$50,000 Agreement with FTC will provide funding for operational, education and equipment expenses for conducting the Film & TV Tech Prep Program, which is entering its 17<sup>th</sup> year of operation. This Grant will continue to develop the Film & TV Industry in Palm Beach County through an enhanced strategic plan drafted by educators and industry professionals. The FY 2012 Grant Agreement of \$50,000 is an increase over the FY 2011 budget of \$23,000.

Palm Beach County Film & Television Commission employee Chuck Elder, serves on the Overall Economic Development Program (OEDP) committee. The committee provides no regulation, oversight, management, or policy-setting recommendations regarding the Film & TV Tech Prep Grant Agreement. Disclosure of this contractual relationship at a duly noticed public meeting is being provided in accordance with the provisions of Sect. 2-443, of the Palm Beach County Code of Ethics. **These funds are included in the adopted budget for FY 2012. Countywide (DW)**

**Background:** The Film & TV Tech Prep Program was created by Palm Beach County in 1996 as a result of the Board of County Commissioners' endorsement of the expanding Film and Television Industry at the 1993 Economic Summit. The Program is expected to greatly influence the creation of a qualified workforce in the film and production industry.

**Attachments:**

- 1) Grant Agreement
- 2) Schedule 1 and 2

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|                 |                                |                  |
|-----------------|--------------------------------|------------------|
| Recommended By: | <u>Sharon Howard</u>           | <u>9-28-2011</u> |
|                 | Economic Development Director  | Date             |
| Approved By:    | <u>Sharon B. B.</u>            | <u>10-3-2011</u> |
|                 | Assistant County Administrator | Date             |

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

| Fiscal Years                                   | 2012                   | 2013              | 2014              | 2015              | 2016              |
|--|------------------------|-------------------|-------------------|-------------------|-------------------|
| Capital Expenditures                           | <u>0</u>               | <u>0</u>          | <u>0</u>          | <u>0</u>          | <u>0</u>          |
| Operating Costs                                | <u>50,000</u>          | <u>0</u>          | <u>0</u>          | <u>0</u>          | <u>0</u>          |
| External Revenues                              | <u>0</u>               | <u>0</u>          | <u>0</u>          | <u>0</u>          | <u>0</u>          |
| Program Income (PBC)                           | <u>0</u>               | <u>0</u>          | <u>0</u>          | <u>0</u>          | <u>0</u>          |
| In-Kind Match (PBC)                            | <u>0</u>               | <u>0</u>          | <u>0</u>          | <u>0</u>          | <u>0</u>          |
| <b>NET FISCAL IMPACT</b>                       | <b><u>\$50,000</u></b> | <b><u>---</u></b> | <b><u>---</u></b> | <b><u>---</u></b> | <b><u>---</u></b> |
| <b># ADDITIONAL FTE POSITIONS (Cumulative)</b> | <b><u>0</u></b>        | <b><u>---</u></b> | <b><u>---</u></b> | <b><u>---</u></b> | <b><u>---</u></b> |

Is Item Included In Current Budget? Yes X No       
 Budget Account No: Fund 1539 Department 764 Unit 1085 Object 8201

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

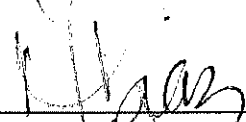
The source of funding for this grant is Ad Valorem funding from the General Fund.

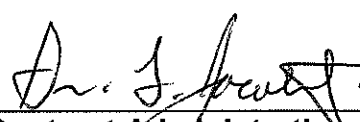
**C. Departmental Fiscal Review:**

  
 Economic Development

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

OFMB  9/29/11  
 WS 9/28/11 SA 9/28/11  
 9/28/11

 9/30/11  
 Contract Administration  
 9-29-11 B. O'Keefe

**B. Legal Sufficiency:**

 10/3/11  
 Assistant County Attorney

This Contract complies with our contract review requirements.

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**  
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**A FILM & TV TECH PREP PROGRAM GRANT AGREEMENT BETWEEN  
PALM BEACH COUNTY  
AND  
THE PALM BEACH COUNTY FILM & TELEVISION COMMISSION**

THIS Grant Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as COUNTY and the **Palm Beach County Film & Television Commission**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **1555 Palm Beach Lakes Boulevard, Suite 900, West Palm Beach, Florida 33401**, hereinafter referred to as the GRANTEE, whose Federal Employer Identification Number is **650692923**.

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

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

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

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

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

Recitals

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

**PART I  
TERMS OF THE CONTRACT**

Scope of Services

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

Effective Date & Term

The effective date of this Agreement shall be the 1st day of **October, 2011**. This Agreement shall end on the 30<sup>th</sup> day of **September, 2012**.

Grant Amount

The GRANTEE will be eligible for a grant amount not to exceed **\$50,000 (fifty 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

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satisfactory to COUNTY. **In any event, all services required hereunder shall be completed by the GRANTEE no later than September 30, 2012.**

Eligible Reimbursements

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

Method of Payment

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

Purchasing Guidelines

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

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

Budget Changes

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

Conditions on Which Payment Is Contingent

A. **Financial Accountability**

The COUNTY as it deems necessary, may at any time review the GRANTEE's financial systems, or conduct an audit of the GRANTEE or any of its subcontractors, to determine

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the capability of the GRANTEE to fiscally manage the SCOPE OF SERVICES in accordance with COUNTY requirements.

**B. Subcontracts**

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The GRANTEE is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the GRANTEE uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the GRANTEE shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. The GRANTEE agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The GRANTEE understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The GRANTEE shall provide the COUNTY with a copy of the GRANTEE's contract with any SBE subcontractor or any other related documentation upon request.

The GRANTEE understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The GRANTEE will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The GRANTEE shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The GRANTEE agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

**C. Reports**

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

**PART II  
GENERAL CONDITIONS**

Opportunities For Residents And Civil Rights Compliance

The GRANTEE agrees that no person shall, on the grounds of race, color, disability, national origin, ancestry, religion, age, marital status, familial status, sex, sexual orientation or gender

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identity and 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 or owned by residents of the areas designated by Palm Beach County.

### Non Discrimination

The GRANTEE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation or gender identity and expression. Upon receipt of evidence of such discrimination, the COUNTY shall have the right to terminate this Agreement.

### 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 and the Palm Beach County Code of Ethics.

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

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

### Contract Documents

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

- 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

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- F. The GRANTEE's Certificate of Insurance
- G. Current list of the GRANTEE's Officers and members of Board of Directors
- H. Proof of GRANTEE's 501(c) (6) certification from Internal Revenue Service (IRS)
- I. Florida Statute 112.061, relating to per diem, travel.

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

Federal and State Tax

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

Entirety of Contractual Agreement

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

Recognition

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

Severability of Provisions

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

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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.

Excusable Delays

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

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

Waiver

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

Remedies

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Termination

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

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



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the GRANTEE until such time as the exact amount of damages due to the COUNTY from the GRANTEE is determined.

### Amendments

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

### Independent Contractor Relationship

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

### Successors and Assigns

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

### Data Becomes COUNTY Property

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

### Evaluation And Monitoring

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

### Access and Audits

The GRANTEE shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. 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.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts,

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transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the GRANTEE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Insurance

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

A. *Commercial General Liability*

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

B. *Business Automobile Liability*

GRANTEE shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000 Each Occurrence** for all owned, non-owned and hired automobiles. In the event GRANTEE does not own any automobiles, the Business Auto Liability requirement shall be amended allowing GRANTEE to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. GRANTEE shall provide this coverage on a primary basis.

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

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

D. *Additional Insured*

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

E. *Certificate(s) of Insurance*

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

F. *Right to Review*

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

The Palm Beach County Film & Television Commission

Indemnification

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

Arrears

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

Public Entity Crimes

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

Regulations; Licensing Requirements:

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

Criminal History Records Check

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

Availability of Funds

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

County Funded Programs

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

Regulations; Licensing Requirements

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

Authority to Practice

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

**The Palm Beach County Film & Television Commission**

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:

**Sherry Howard, Economic Development Director**  
Economic Development Office  
301 North Olive Ave., 10<sup>th</sup> 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's Office  
P.O. Box 1989  
West Palm Beach, Florida 33402-1989

And if sent to GRANTEE shall be addressed to:

**Chuck Elder, Film Commissioner**  
Palm Beach County Film and Television Commission  
1555 Palm Beach Lakes Blvd., Suite 900  
West Palm Beach, Florida 33401  
Phone # (561) 233-1000  
Fax # (561) 233-3113

**(THE REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY)**

The Palm Beach County Film & Television Commission

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the COUNTY and the GRANTEE has set its hand and seal the above date first written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

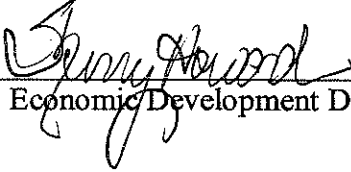
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Karen T. Marcus, Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

APPROVED AS TO  
TERMS AND CONDITIONS:

By: \_\_\_\_\_  
Assistant County Attorney

By:  \_\_\_\_\_  
Economic Development Director

GRANTEE:  
Palm Beach County Film & Television Commission

By: \_\_\_\_\_  
Grantee's Representative Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signature

(CORPORATE SEAL)

**EXHIBIT A**

**SCOPE OF SERVICES**

**OBJECTIVES**

- A) To prepare high school students for career pathway and create a future workforce in the film & television industry through the Palm Beach County Film & TV Tech Prep Program.
- B) To provide educational, financial and logistic resources for high school and college students, and teachers through the Palm Beach County Film & Television Commission.

**I. The GRANTEE agrees to meet the above objectives and complete the following deliverables for FY 2012, as described in the submitted proposal:**

| OBJECTIVES AND DELIVERABLES   | COST            |
|---|-----------------|
| <p><b>Provide film &amp; television educational resources and programs to schools and other entities in PBC.</b></p>  |                 |
| <p>◆ The FTC will facilitate all aspects of producing the largest statewide film competition and live awards ceremony within the state of Florida, the 2012 Student Showcase of Films. Producing this annual event, that has granted more than \$1 million dollars to students and film &amp; television education programs, requires months of planning, organizing and executing various details.</p> <p>The annual red carpet awards ceremony honors Florida high school and college student filmmakers and celebrates the artistic successes they have achieved in this field. Winners of the competition are awarded in five video categories: Feature/Short, Documentary, Animation, Music Video and Commercial/PSA. A Poster, Screenwriting, Burt Reynolds Scholarship are also awarded. Staff also coordinates an on-line voting competition in which the winning film receives an Audience Award for receiving the most votes.</p> <p>The SSOF Awards Ceremony, a companion event to the Palm Beach International Film Festival, is a fully scripted, professionally staged two and a half (2.5) hour live show. The show brings together the media, celebrities, students, industry veterans, educators and more.</p> <p><b>The following include some of the responsibilities necessary for organizing this event:</b><br/>Initially, the FTC will define the competition categories, refine all rules and regulations, update and deploy all marketing materials. Utilizing established relationships, staff will select industry professionals from around the globe to judge the student entries within each category. Staff will set deadlines, organize production meetings and contract services, technical crew and vendors as needed.</p> <p>The FTC will also sub-contract a temporary assistant producer to coordinate the administrative logistics of the Student Showcase of Films competition and awards ceremony. Responsibilities include scheduling, writing letters and press releases, data entry, wrangling students and volunteers, coordinating the awards, trophies and event program, securing equipment, props and transportation, assembling various packages for the judges, student winners, guests, etc.</p> <p>The FTC will secure a location to host the show, hire a public relations partner, hire a host, dub all entries for judging, mail all judges packages, tally all scores, upload films for the on-line voting competition, create and design the set concept and theme, write the show script, manage all and sound and lighting requirements. In addition, the FTC will produce, film and edit intros to all film categories, edit an opening film montage, edit clips of all winning films, create a sound track and facilitate all technical aspects of the load-in, rehearsal and show. Staff will order office supplies, code and pay invoices, coordinate and attend production meetings, design programs for both the SSOF and the SSOF movie premiere, purchase trophies, secure sponsors and volunteers and send thank you letters to all participants, sponsors, guests, talent, judges, etc. involved with the competition and show.</p> <p>Staff will collaborate with various associations such as BRIFT (Burt Reynolds Institute for Theatre), the Palm Beach County Film &amp; Television Institute, Film Florida and others to utilize additional resources and secure sponsorships and other costs associated with the Student Showcase of Films.</p> <p>◆ Award \$10,000 in scholarships to the Student Showcase of Films winning student filmmakers and/or film programs.</p> <p>◆ Produce, write, conduct interviews and edit one half hour TV show on the Palm Beach International Film Festival in partnership with Channel 20 titled, <i>The Student Showcase of Films Special Edition</i>. Staff will coordinate with the Channel 20 crew to film all aspects of the live show and several days during the 8 days of the Palm Beach International Film Festival.</p> | <p>\$50,000</p> |
| <b>TOTAL BUDGET</b>   | <b>\$50,000</b> |
| <b>TOTAL BUDGET</b>   | <b>\$50,000</b> |

The Palm Beach County Film & Television Commission

**II. The COUNTY Agrees to:**

Provide funding for expenses related to personnel and office, program activities, marketing and other expenses as needed to assist in the production of the SSOF awards ceremony in 2012:

|                   |                 |
|-------------------|-----------------|
| Program .....     | \$50,000        |
| <b>TOTAL.....</b> | <b>\$50,000</b> |

All expenses shall be incurred as described in the proposal.

The Palm Beach County Film & Television Commission

**EXHIBIT B**  
**LETTERHEAD STATIONERY**

DATE:

TO: Sherry Howard, Economic Development Director  
Economic Development Office  
301 North Olive Avenue, 10<sup>th</sup> Floor  
West Palm Beach, Florida 33401

FROM: Name of GRANTEE  
Address  
Telephone

SUBJECT: Reimbursement Request No.-  
Contract No.-

---

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

Signature



**EXHIBIT C**  
**REPORTING FORM**

Date \_\_\_\_\_

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

Reporting Period:

- First Quarter- October 1 to December 31, 2011
- Second Quarter- January 1, to March 31, 2012
- Third Quarter- April 1 to June 30, 2012
- Fourth Quarter- July 1 to September 30, 2012

Due Date:

- January 14, 2012
- April 14, 2012
- July 14, 2012
- October 14, 2012

**PERFORMANCE OUTCOME**

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

- Production of the 2012 Student Showcase of Films Competition and Awards Ceremony (SSOF).
- Award \$10,000 in scholarships to the Student Showcase of Films winning student filmmakers and/or film programs.
- A half-hour TV show, *The Student Showcase of Films Special Edition*.

**SCHEDULE 1**

**LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION**

PROJECT NAME OR BID NAME: \_\_\_\_\_ PROJECT NO. OR BID NO.: \_\_\_\_\_  
 NAME OF PRIME BIDDER: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
 BID OPENING DATE: \_\_\_\_\_ USER DEPARTMENT: \_\_\_\_\_

**THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT.**

| Name, Address and Phone Number              | (Check one or both Categories)    |                              | DOLLAR AMOUNT OR PERCENTAGE OF WORK |          |       |           |                           |
|---|-----------------------------------|------------------------------|-------------------------------------|----------|-------|-----------|---------------------------|
|   | <u>M/WBE</u><br>Minority Business | <u>SBE</u><br>Small Business | Black                               | Hispanic | Women | Caucasian | Other<br>(Please Specify) |
| 1.  | <input type="checkbox"/>          | <input type="checkbox"/>     | _____                               | _____    | _____ | _____     | _____                     |
| 2.  | <input type="checkbox"/>          | <input type="checkbox"/>     | _____                               | _____    | _____ | _____     | _____                     |
| 3.  | <input type="checkbox"/>          | <input type="checkbox"/>     | _____                               | _____    | _____ | _____     | _____                     |
| 4.  | <input type="checkbox"/>          | <input type="checkbox"/>     | _____                               | _____    | _____ | _____     | _____                     |
| 5.  | <input type="checkbox"/>          | <input type="checkbox"/>     | _____                               | _____    | _____ | _____     | _____                     |
| (Please use additional sheets if necessary) |                                   | <b>Total</b>                 | _____                               | _____    | _____ | _____     | _____                     |

Total Bid Price \$ \_\_\_\_\_ Total SBE-M/WBE Participation Dollar Amount or Percentage of Work \_\_\_\_\_

- Note:**
1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
  2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and N/WBE, please indicate the dollar amount or percentage under the appropriate category.
  3. M/WBE information is being collected for tracking purposes only.

ATTACHMENT 2

**SCHEDULE 2  
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: \_\_\_\_\_ PROJECT NAME: \_\_\_\_\_

TO: \_\_\_\_\_  
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise \_\_\_\_\_ Minority Business Enterprise \_\_\_\_\_  
Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Women \_\_\_\_\_ Caucasian \_\_\_\_\_ Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: \_\_\_\_\_

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

| Line Item/<br>Lot No. | Item Description | Qty/Units | Unit Price | Total Price/<br>Percentage |
|-----------------------|------------------|-----------|------------|----------------------------|
| _____                 | _____            | _____     | _____      | _____                      |
| _____                 | _____            | _____     | _____      | _____                      |
| _____                 | _____            | _____     | _____      | _____                      |
| _____                 | _____            | _____     | _____      | _____                      |
| _____                 | _____            | _____     | _____      | _____                      |
| _____                 | _____            | _____     | _____      | _____                      |
| _____                 | _____            | _____     | _____      | _____                      |
| _____                 | _____            | _____     | _____      | _____                      |
| _____                 | _____            | _____     | _____      | _____                      |
| _____                 | _____            | _____     | _____      | _____                      |

at the following price or percentage \_\_\_\_\_  
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated.  
Price or Percentage \_\_\_\_\_

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

\_\_\_\_\_  
(Print name of SBE-M/WBE Subcontractor)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Date: \_\_\_\_\_

Revised 03/15/11