

Agenda Item #: 3CC-1

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	06/05/2012	<input checked="" type="checkbox"/> [X]	Consent	<input type="checkbox"/> []	Regular
		<input type="checkbox"/> []	Ordinance	<input type="checkbox"/> []	Public Hearing

Department

Submitted By: TOURIST DEVELOPMENT COUNCIL

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A) First Amendment to the Amended and Restated Agreement (R2011-1434) with the Palm Beach County Film and Television Commission, Inc. ("PBCFTC") for the provision of services under Palm Beach County's (PBC) Tourist Development Plan during the period of October 1, 2011 through September 30, 2012; deleting the requirement that the TDC Director be an ex-officio member of the PBCFTC and (B) adding the requirement that the TDC's Executive Director shall be notified of all meetings of the Board of Directors, and the executive committee as well as all committees and subcommittees of the PBCFTC whose functions are in any way related to the expenditure of County or Tourist Development Tax funds. The TDC's Executive Director shall be provided notice of meetings and an opportunity to be heard at the meetings. Notice of the meetings shall be provided to the TDC's Executive Director no later than five (5) days before the meeting is to occur.

Summary: This amendment to the Amended and Restated Agreement removes reference that the TDC Executive Director serves as ex-officio member of the PBCFTC committees and subcommittees, but requires notification of all meetings and an opportunity to be heard. (TDC) Countywide (DW)

Background and Justification: The amendment to the Amended and Restated Agreement states that the TDC Executive Director shall be notified of all meetings and have an opportunity to be heard at all meetings.

Attachments: First Amendment to the Amended and Restated Agreement

Recommended by: [Signature] 5/9/12 Date
Department Director

Approved By: [Signature] 5/24/12 Date
Deputy County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	-----	-----	-----	-----	-----
In-Kind Match (County)	-----	-----	-----	-----	-----
NET FISCAL IMPACT	=====	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	- 0-	0---	0---	0---	0-----

Is Item Included In Proposed Budget? Yes _____ No.

Budget Account No.: Fund _____ Dept _____ U nit _____ Object _____
Reporting Category _____

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

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

C. Department Fiscal Review:



III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:


WS 5/24/12 SF 5/24/12 OFMB SF 5/24/12 J. J. Jacobson 5/24/12 Contract Dev. ad Control

B. Approved as to form and Legal Sufficiency:


Assistant County Attorney

C. Approved as to Terms and Conditions:

Department Director

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

FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT

THIS FIRST AMENDMENT to the AMENDED AND RESTATED AGREEMENT (R2011-1434) is made as of this _____ day of _____, 2012, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, (hereinafter referred to as the "COUNTY"), and THE PALM BEACH COUNTY FILM AND TELEVISION COMMISSION, INC., a Florida not-for-profit corporation, whose Federal I.D. is 65-0263296. (hereinafter referred to as "PBCFTC").

WITNESSETH:

WHEREAS, the COUNTY and PBCFTC entered into that certain Amended and Restated Agreement dated September 13, 2011; and

WHEREAS, the parties desire to make certain revisions to that Amended and Restated Agreement as set forth in this First Amendment.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the PBCFTC agree as follows:

1. Paragraph 6C, of the Amended and Restated Agreement is hereby amended as follows:

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

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

The TDC's Executive Director shall be notified of all meetings of the Board of Directors, and the executive committee as well as all committees and subcommittees of the PBCFTC whose functions are in any way related to the expenditure of COUNTY or Tourist Development Tax funds. The TDC's Executive Director shall be provided notice of meetings and an opportunity to be heard at said meetings, as well as minutes of the meetings. Notice of the meetings shall be provided to the TDC's Executive Director no later than five (5) days before said meeting is to occur.

All other provisions of said Amended and Restated Agreement are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on behalf of the COUNTY and the PBCFTC has hereunto set its hand the day and year above written.

ATTEST:
Sharon R. Bock,
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk
(SEAL)

By: _____
Shelley Vana, Chair
County Commissioner

ATTEST:

PALM BEACH COUNTY FILM AND
TELEVISION COMMISSION, INC.

By: _____
Douglas Rill, Secretary

PALM BEACH COUNTY FILM AND
TELEVISION COMMISSION, INC.

By: _____
Chuck Elder
FTC Film Commissioner

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Paul F. J.
FOR Dawn S. Wynn
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: Roger Amidon
Roger Amidon
Executive Director
Tourist Development Council

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FOR Dawn S. Wynn
Assistant County Attorney

**APPROVED AS TO TERMS
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By: Roger Amidon
Executive Director
Tourist Development Council



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MN

DATE (MM/DD/YYYY)
09/28/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.			
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			
PRODUCER The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach, FL 33483 Thomas E. Lynch		561-276-5221 561-276-5244	
CONTACT NAME:		FAX (A/C, No):	
PHONE (A/C, No, Ext):		E-MAIL ADDRESS:	
PRODUCER CUSTOMER ID #: PALMB52		INSURER(S) AFFORDING COVERAGE	
INSURER A : Mt. Vernon Fire Insurance Co.		NAIC #	
INSURER B : Employers Preferred Ins. Co.		10346	
INSURER C : Travelers Casualty & Surety			
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HNO 1000000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	NBP2550143	10/01/11	10/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ excluded
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		NBP2550143	10/01/11	10/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	WCV700269414	10/01/11	10/01/12	WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Empl Dishonesty		104896617	10/01/11	10/01/12	Crime \$ 100,000
C	Directors/Officers		105513459	10/01/11	10/01/12	D&O \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Palm Beach County Board of County Commissioners, Palm Beach County Film & Television Commission is shown as Additional Insured with respects to Comprehensive General Liability coverage.

CERTIFICATE HOLDER	CANCELLATION
PALBE99 Palm Beach County Board of County Commissioners, Palm Beach Co.Film & TV Commission 1555 Palm Beach Lakes Blv #900 West Palm Beach, FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael Bottcher</i>

NOTEPAD

INSURED'S NAME Palm Beach County Film &

PALMB52
OP ID: MN

PAGE 2
DATE 09/28/11

Bond (401K PLAN); Policy#3552577 - Limits \$40,000
Effective Date:10/01/11-14