

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: **October 18, 2016** Consent Regular
 Ordinance Public Hearing

Department: **Department of Economic Sustainability**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement with the Palm Beach County Film and Television Commission, Inc. (F&TV Commission) in the amount of \$50,000 for the period October 1, 2016 to September 30, 2017.

Summary: This Agreement with the F&TV Commission will fund operational and educational expenses for the Film & TV Tech Prep Program (Program), which is entering its 21st year of operation. The Program continues to support the development of the film and television industry in Palm Beach County through an enhanced strategic plan drafted by educators and industry professionals. This funding will assist in the planning, facilitation and execution of all aspects in the production of the largest film competition and live awards ceremony within the State of Florida, the 2017 Student Showcase of Films (SSOF). The SSOF honors Florida high school and college student filmmakers and celebrates the artistic successes they have achieved in this field. **This funding is projected to have a one (1) year Economic Sustainability Impact of \$179,300. These are County Ad Valorem funds. Countywide (JB)**

Background and Justification: The Film & TV Tech Prep Program was created by Palm Beach County in 1996 as a result of the Board of County Commissioners' endorsement at the 1993 Economic Summit to expand the film and television industry. The objectives of the Program are to: prepare the high school students for a career pathway; create a future workforce in the film and television industry; and provide educational, financial and logistic resources for high school and college students and teachers through the F&TV Commission. The Program is expected to greatly influence the creation of a qualified workforce in the film and production industry.

Attachment:

1. Agreement with the Palm Beach County Film and Television Commission, Inc.

Recommended By: *Shirley Howard* 9-29-16
 Department Director Date

Approved By: *are Hat* 10/13/16
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Grant Expenditures	\$50,000				
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	\$50,000				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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Is Item Included In Current Budget? Yes X No


Budget Account No.:

Fund 1539 Dept 143 Unit 1090 Object 8201 Program Code/Period N/A

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

Approval of this agenda item will allocate \$50,000 in General Fund Ad Valorem dollars.

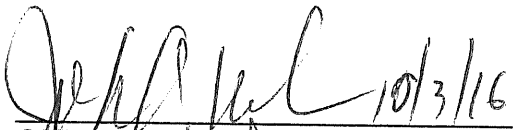
C. Departmental Fiscal Review:

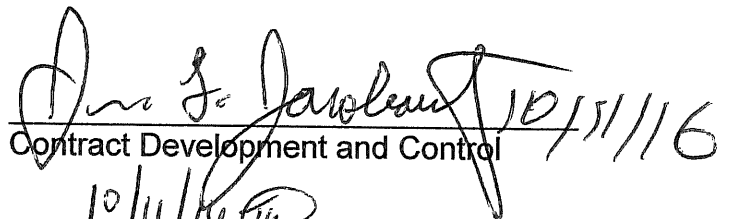

 Shairette Major, Fiscal Manager II

9/29/16

III. REVIEW COMMENTS

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


 OFMB *9/30/16*


 Contract Development and Control
10/11/16

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Department Review:

Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY
AND
PALM BEACH COUNTY FILM AND TELEVISION COMMISSION, INC.**

THIS AGREEMENT, dated _____, by and between **Palm Beach County**, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **Palm Beach County Film and Television Commission, Inc.**, a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida (hereinafter referred to as the "Grantee"), having its principal office at 1555 Palm Beach Lakes Boulevard, Suite 900, West Palm Beach, Florida 33401, and whose Federal Employer Identification Number is 650692923.

1. RECITALS

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

WHEREAS, the County has provided financial resources in support of educational programs in the film and television industry in Palm Beach County; and

WHEREAS, the 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, the 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:

2. 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 quarterly reports as shown in Exhibit "C", all of which are attached hereto and made a part hereof. In order to provide the services set forth in Exhibit "A", Grantee may enter into Agreements 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 such Agreements shall not extend beyond the expiration or earlier termination of this Agreement or any renewal thereof, and all such Agreements shall expressly so provide. No such Agreement shall obligate the County in any manner to any third party.

3. EFFECTIVE DATE, TERM AND PERFORMANCE PERIOD

The effective date of this Agreement shall be October 1, 2016, and this Agreement shall end on September 30, 2017, during which period the Grantee shall fulfill the obligations as scheduled in Exhibit "A". In any event, all services required hereunder shall be completed by the Grantee no later than September 30, 2017.

4. GRANT AMOUNT

The Grantee will be eligible for a grant amount not to exceed **Fifty Thousand Dollars (\$50,000)** (the "Grant Award"), which shall be payable in accordance with the terms of this Agreement. The grant funds available under this Agreement shall be provided only for funding expenses associated with the Grantee's services as set forth in Exhibit "A".

5. METHOD OF PAYMENT & FREQUENCY OF PAYMENT REQUESTS

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 the County, and as follows:

- A. Payment requests submitted by Grantee shall be supported by copies of vendor invoices, corresponding check stub(s), proof of receipt of the goods or services invoiced, and/or any additional supporting documentation deemed necessary by the County and/or the Palm Beach County Clerk and Comptroller's Office.

Additionally, Grantee shall include a cover sheet for each payment request that itemizes in sufficient detail each for audit thereof, and to establish that the eligible expense was actually incurred directly by the Grantee.

- B. Upon receipt, the County shall promptly review and make a determination if the payment request submitted by Grantee is satisfactory, and included as a County-approved budget line item pursuant to this Agreement. If additional supporting documentation is necessary, the County shall immediately notify the Grantee and specifically describe the document(s) needed. Upon approval of the payment request, the County shall promptly submit same to the Clerk and Comptroller's Office.
- C. The Grantee agrees that it shall submit payment requests for eligible goods and services hereunder to the County at a rate of no more than one per month for the Agreement term, with the **exception of December through May, when the submission rate may be two per month, or as approved by DES.**
- D. Payments from the County shall be made to the Grantee in accordance with the fiscal procedures of the County as payment for authorized expenditures or provision of goods or services, upon satisfactory submission of invoices to the County, and the County and the Clerk and Comptroller's determination that the invoiced payments are authorized as defined above and that the goods or services covered by such invoice have been provided or performed in accordance with such authorization.
- E. Payment requests from the Grantee shall be submitted to the County for approval **within thirty (30) days** following the month in which the expense was incurred by the Grantee. Invoices shall **not** be honored if received by the Clerk and Comptroller's Office **more than forty-five (45) days** after the expiration date of this Agreement. Invoices that predate the effective date of this Agreement and invoices for services provided after the expiration or earlier termination of this Agreement shall not be honored. The County reserves the right to withhold payment if the deliverables are not completed as specified in Exhibit "A".

6. PURCHASING GUIDELINES

Grantee may enter into Agreements with firms or individuals for various goods and services needed to assist it in the performance of activities or functions specified in this Agreement. The term of any such Agreement shall not extend beyond the expiration or earlier termination of this Agreement, and all such Agreements shall expressly so provide. Additionally, the Grantee shall comply with the following purchasing guidelines and requirements:

- A. Purchases between \$1,000 and \$5,000 – The Grantee may purchase goods and services valued between \$1,000 and \$5,000 upon obtaining verbal quotes from vendors. The Grantee shall make every effort to obtain a minimum of three (3) quotes.
- B. Purchases between \$5,001 and \$10,000 – The Grantee shall request written quotations for all purchases of goods and services valued between \$5,001 and \$10,000. The Grantee shall make every effort to receive a minimum of three (3) written quotes for each item or group of items being purchased. Requests for quotes shall be made to all prospective bidders, as feasible. The Grantee shall furnish the County with the responses or quotes received prior to the award. In the event the County shall question the recommended award, the Grantee shall establish the appropriateness of the award.
- C. Purchases exceeding \$10,000 – the Grantee shall request written proposals for all purchases of goods and services valued over \$10,000. The Grantee shall make every effort to secure at least three (3) written proposals for each item or group of items being purchased. Requests for proposals shall be made to all prospective bidders, as feasible. The Grantee shall furnish the County with the proposals received prior to the award. In the event the County shall question the recommended award, the Grantee shall establish the appropriateness of the award.

7. BUDGET CHANGES

The 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, the Grantee must submit a letter of request to DES prior to the budget change. Changes to the budget line items may be approved in writing by the DES Director at his/her discretion during the Agreement period. The total budget line shall remain the same.

8. 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 the capability of the Grantee to fiscally manage the Scope of Services in accordance with County requirements.

9. SUBAGREEMENTS

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 subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. 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 shall apply:

- A. If a subcontractor fails to perform or make progress, as required by this Agreement, 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.
- B. 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 Agreement.

The Grantee understands that each SBE firm utilized on this Agreement 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 Agreement 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 Agreement 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 Agreement. 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 subcontractors) 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 and will allow the County to inspect such records.

10. REPORTS

Reports shall be submitted to the County, postmarked no later than fourteen (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 ten (10) business days notice. The final report produced and submitted by the Grantee will reflect quarterly and cumulative figures.

11. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The Grantee agrees that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information 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 Agreements in connection with this Grant.

12. 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 Agreements 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 the County.

13. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The Grantee acknowledges that it is the express policy of the Board of County Commissioners of Palm Beach County, Florida that the County shall not conduct business with nor appropriate any funds to any organization that practices discrimination on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information. In compliance with the County's requirements, as contained in Resolution R2014-1421, the Grantee has either submitted a copy of its written non-discrimination policy which is consistent with the policy detailed above, or has submitted an executed statement affirming that its non-discrimination policy is in conformance with the policy detailed above.

In furtherance of such policy, the Grantee shall not, on the basis of race, color, ancestry, disability, national origin, religion, age, familial status, marital status, sex, gender, sexual orientation, gender identity and expression, or genetic information, exclude any person from the benefits of, or subject any person 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.

14. 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 Agreement.

15. AGREEMENT 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 the Board of Directors;
- H. Proof of Grantee's 501(c)(3) certification from Internal Revenue Service (IRS);
- I. Florida Statute 112.061, relating to per diem, travel.

All of these documents shall 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. ENTIRETY OF 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 a court of competent jurisdiction located 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.

29. TERMINATION

In event of termination for any of the following reasons, 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 the Grantee for set-off purposes until such time as the exact amount of damages due to the County from the Grantee is determined.

- A. **Termination For Cause:** If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving a fifteen (15) working day written notice of such termination to the other party and specifying therein the effective date of termination.
- B. **Termination For Convenience:** At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon termination, the County shall pay the Grantee for services rendered pursuant to this Agreement through and including the date of termination.

30. 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 Palm Beach County 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 Palm Beach County Board of County Commissioners and signed by both parties.

31. 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.

32. 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.

33. 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.

34. 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.

35. 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.

36. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of 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 Agreements, 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 Agreement requirements and detect corruption and fraud. Failure to cooperate with 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.

37. INSURANCE

Unless otherwise specified in this Agreement, the Grantee shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein as to types and limits, as well as the County's review or acceptance of insurance maintained by the Grantee, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Grantee under this Agreement.

- A. **COMMERCIAL GENERAL LIABILITY:** The Grantee shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.
- B. **BUSINESS AUTOMOBILE LIABILITY:** The 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 the Grantee does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Grantee 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. The Grantee shall agree this coverage shall be provided on a primary basis.
- C. **WORKERS' COMPENSATION & EMPLOYER'S LIABILITY:** The Grantee shall maintain Workers' Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440. The Grantee agrees this coverage shall be provided on a primary basis.
- D. **ADDITIONAL INSURED:** The Grantee shall agree to 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, c/o Department of Economic Sustainability."**

The Grantee shall agree the Additional Insured endorsements provide coverage on a primary basis.

E. CERTIFICATE OF INSURANCE:

Prior to execution of this Agreement, the Grantee shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. During the term of the Agreement and prior to each subsequent renewal thereof, the Grantee shall provide this evidence to ITS at psc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P. O. Box 20270
Long Beach, CA 90801

In the event COUNTY discontinues its use of the insurance tracking system named herein, the COUNTY shall provide written notice to the Grantee with instructions regarding a substitute delivery address.

F. RIGHT TO REVIEW AND ADJUST: The Grantee shall agree the County, by and through its Risk Management Department, in cooperation with DES, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. The 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.

38. 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.

39. ARREARS

The Grantee shall not pledge the County's credit or make it a guarantor of payment or surety for any Agreement, 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.

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

41. REGULATIONS: LICENSING REQUIREMENTS:

The 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.

42. CRIMINAL HISTORY RECORDS CHECK

If Grantee's employees or sub-contractors are required under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274, the Grantee shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The Grantee acknowledges and agrees that all employees and sub-contractors 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 this section of the Palm Beach County Code.

43. EXCLUSION OF THIRD PARTY BENEFICIARIES

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Agency.

44. 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.

45. COUNTY FUNDED PROGRAMS

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

46. 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.

47. NOTICES

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, Deputy Director
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, FL 33401

If sent to the Grantee, notices 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

Such addresses may be changed by any party by written notice to the other party.

48. HEADINGS

The headings of the sections, paragraphs, divisions, subdivisions, part and subparts of this Agreement are for the convenience of reference only, and shall not limit or otherwise affect any of the terms hereof.

49. NUMBER AND GENDER

Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the others and shall apply jointly and severally.

50. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein or in Exhibit "A" shall be deemed to be incorporated into this Agreement by reference.

51 PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Grantee: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Grantee shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Grantee is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Grantee further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Grantee does not transfer the records to the public agency.
- D. Upon completion of the Agreement the Grantee shall transfer, at no cost to the County, all public records in possession of the Grantee unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Grantee transfers all public records to the County upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically by the Grantee must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Grantee to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Grantee acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

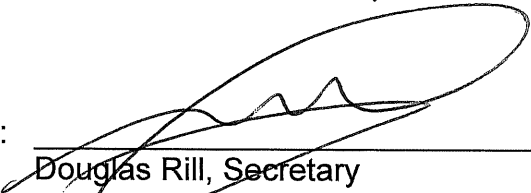
52. COUNTERPARTS

This Agreement, consisting of sixteen (16) enumerated pages which include the Exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same instrument.

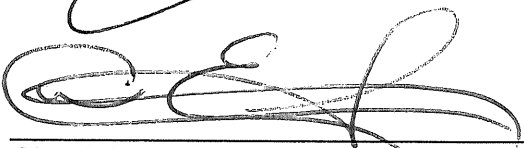
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the County and the Grantee has set its hand and seal the above date first written.

(SEAL)

PALM BEACH COUNTY FILM AND TELEVISION COMMISSION, INC.

By: 

Douglas Rill, Secretary

By: 

Chuck Elder, Film Commissioner

(COUNTY SEAL BELOW)

PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida

BOARD OF COUNTY COMMISSIONERS

ATTEST: Sharon R. Bock,
Clerk & Comptroller

By: _____
Mary Lou Berger, Mayor


By: _____
Deputy Clerk

Document No.: _____

Approved as to Form
and Legal Sufficiency

Approved as to Terms and Conditions
Department of Economic Sustainability

By: _____
James Brako
Assistant County Attorney

By: 

Sherry Howard
Deputy Director

EXHIBIT "A"

SCOPE OF SERVICES:

I. The Grantee agrees to:

The Grantee agrees to provide the below described deliverables at a budget not to exceed \$50,000.

A. In an effort to prepare high school students for career pathways in, and to create a future workforce in the film and television industry in Palm Beach County through the Film & TV Tech Prep Program the Grantee shall undertake the following:

◆ The Grantee shall plan, organize, facilitate and execute all aspects of producing the largest film competition and live awards ceremony within the state of Florida, the 2017 Student Showcase of Films (SSOF). The SSOF awards ceremony to be undertaken by the Grantee shall be a companion event to the 2017 Palm Beach International Film Festival, and shall be a fully scripted, professionally staged live show which shall bring together the media, celebrities, students, industry veterans, and educators.

The SSOF, to be carried out by the Grantee, shall include a red carpet awards ceremony to honor Florida high school and college student filmmakers and to celebrate the artistic successes they have achieved in this field. The Grantee shall award winners of the competition in five video categories:

- 1) Feature/Short
- 2) Documentary
- 3) Animation
- 4) Music Video, and
- 5) Commercial / Public Service Announcement.

The Grantee shall also include awards for Poster Design, and shall award the Burt Reynolds Scholarship.

In addition, the Grantee shall coordinate an on-line voting competition in which the winning film receives an Audience Award.

◆ In connection with the above, the Grantee shall define competition categories and rules for the SSOF, and shall update and deploy all marketing materials for this event. The Grantee shall select national and international industry professionals to judge student entries in each category. The Grantee shall set deadlines, organize production meetings and contractual services, technical crews and vendors as needed.

The Grantee shall also contract with a temporary assistant producer to coordinate the administrative logistics of the SSOF competition and awards ceremony whose responsibilities shall 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.

◆ The Grantee shall secure a location to host the show, hire a public relations partner, hire a host, prepare entries for judging, tally all scores, upload films for the on-line voting competition, create and design the set concept and theme, write the show script, and manage sound and lighting requirements. In addition, the Grantee shall produce, film, and edit introductions 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. This shall include ordering office supplies, coding and paying invoices, coordinating and attending production meetings, designing programs for the SSOF and the SSOF movie premiere, purchasing trophies, securing sponsors and volunteers and sending thank you letters to participants, sponsors, guests, talent, and judges involved in the competition and show.

- ◆ The Grantee shall collaborate with various associations such as the Burt Reynolds Institute for Theatre, the Palm Beach County Film & Television Institute, Film Florida and others to utilize additional resources and secure sponsorships and other costs associated with SSOF.
- B. Provide up to \$10,000 in awards and scholarships to the Student Showcase of Films winning student filmmakers and/or film programs.
- C. Produce, write, conduct interviews and edit a one-half hour (30 minutes) TV show on the Palm Beach International Film Festival in partnership with Channel 20 titled, *The Student Showcase of Films Special Edition*. The Grantee shall coordinate with the Channel 20 crew to film all aspects of the live show and several days during the eight (8) days of the Palm Beach International Film Festival.

II. The County Agrees to:

- A. Provide funding for the above described deliverables to be provided by the Grantee in an amount not to exceed **Fifty Thousand Dollars (\$50,000)** upon satisfactory submission of documentation described herein.
- B. Monitor the Grantee any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DES. Visits may be conducted by DES staff to ensure compliance with this Agreement, to ensure that planned activities are conducted in a timely manner, and to verify the accuracy of Grantee's reporting to DES on such activities.

EXHIBIT "B"

LETTERHEAD STATIONERY

DATE: _____

TO: Sherry Howard, Deputy Director
Department of Economic Sustainability
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: Chuck Elder, Film Commissioner
Palm Beach County Film and Television Commission
1555 Palm Beach Lakes Blvd., Suite 900
West Palm Beach, Florida 33401

SUBJECT: **FUNDING INVOICE
AGREEMENT (R_____ - _____)**

Attached you will find Invoice Number _____ requesting payment in the amount of \$_____.

The expenses represented in this invoice cover the period of _____ through _____. You will also find attached originals or copies of supporting documentation, including but not limited to, invoice and check stubs, relating to eligible expenses involved with this project.

Approved for Submission:

By: _____
Name

Signature

EXHIBIT "C"

QUARTERLY REPORT

Report Date: _____

Report submitted by: **Palm Beach County Film and Television Commission, Inc.**

REPORTING PERIOD	DUE DATE
<input type="checkbox"/> First Quarter: October 1, 2016 to December 31, 2016	January 14, 2017
<input type="checkbox"/> Second Quarter: January 1, 2017 to March 31, 2017	April 14, 2017
<input type="checkbox"/> Third Quarter: April 1, 2017 to June 30, 2017	July 14, 2017
<input type="checkbox"/> Fourth Quarter: July 1, 2017 to September 30, 2017	October 14, 2017

PERFORMANCE OUTCOME

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

1. Production of the 2017 Student Showcase of Films Competition and Awards Ceremony (SSOF):

Status: Completed Ongoing Pending

Describe progress to date: _____

List supporting documentation: _____

2. Award \$10,000 in scholarships to the Student Showcase of Films winning student filmmakers and/or film programs:

Status: Completed Ongoing Pending

Describe progress to date: _____

List supporting documentation: _____

3. Half-hour TV show, The Student Showcase of Films Special Edition:

Status: Completed Ongoing Pending

Describe progress to date: _____

List supporting documentation: _____

Signature

Michelle Hillery, Director of Operations
PBC Film & TV Commission