



CITY COUNCIL STAFF REPORT

DATE: SEPTEMBER 22, 2010

CONSENT CALENDAR

SUBJECT: APPROVE AMENDMENT NO. 6 TO THE AGREEMENT WITH THE PALM SPRINGS INTERNATIONAL FILM FESTIVAL.

FROM: David H. Ready, City Manager

BY: James Thompson, City Clerk

SUMMARY

The City Council will consider approving an amendment to the Agreement with the Palm Springs International Film Festival, extending the term for one (1) year.

RECOMMENDATION:

1. Approve Amendment No. 6 to Agreement No. A3090 with the Palm Springs International Film Festival, extending the agreement to June 30, 2011.
2. Authorize the City Manager to execute the Amendment to the Agreement.

STAFF ANALYSIS:

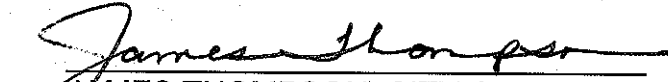
In 1992 the City entered into a contractual agreement with the Palm Springs International Film Festival to organize, manage and produce an annual Palm Springs International Film Festival in January of each year. The City is the title sponsor of the Film Festival.

Staff is recommending the City Council extend the agreement for the next year under the same terms and conditions. Attached is the current Scope of Services to the Agreement, outlining the responsibilities of the Festival and the City.

Additionally, the Agreement contains a provision that the City may terminate the Agreement by providing notice that the City has adopted a budget that does not provide funding for the services of the Agreement.

FISCAL IMPACT:

The annual cost to the City for services and event sponsorship is \$350,000, a budgeted Fiscal Year 2010-11 expenditure.



JAMES THOMPSON, CITY CLERK



DAVID H. READY, CITY MANAGER

Attachments:

Amendment No. 6
Scope of Services

**AMENDMENT NO. 6 TO AGREEMENT FOR OPERATION OF THE
PALM SPRINGS INTERNATIONAL FILM FESTIVAL**

This Amendment No. 6 to the Agreement for Operation of the Palm Springs International Film Festival ("Amendment") is made and entered into this 22nd day of September, 2010, by and between the City of Palm Springs, California, a California Charter City and municipal corporation ("City"), and the Palm Springs International Film Festival ("Festival").

RECITALS

A. On April 1, 1992, City and Festival entered into an Agreement for Operation of the Palm Springs International Film Festival pursuant to which Festival agrees to organize, manage and produce an annual Palm Springs International Film Festival in January of each year and the City agreed to compensate Festival for such services.

B. Subsequently the Agreement was amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5 collectively referred as the "Agreement."

C. City and Festival desire to amend the Agreement to extend the Agreement for another year.

AGREEMENT

The City and Festival hereby agree as follows:

SECTION 1. Section 3.2 of the Agreement (entitled "Term") is amended to read as follows:

"3.2 Term. The term of this Agreement is hereby extended to June 30, 2011, provided that this Agreement shall terminate on the occurrence of the event of termination specified in Section 3.3."

SECTION 2. Page 6, Item No. 4, of the Scope of Services attached to Amendment No. 5, and incorporated herein, is hereby amended to correct the City's website to read www.palmspringsca.gov.

SECTION 3. The City and Festival agree that the terms of the Agreement, as amended, shall remain unchanged and in full force and effect, except as specifically provided in this Amendment.

///

[SIGNATURES ON NEXT PAGE]

In witness whereof, the City and Festival have executed and entered into this Amendment as of the date first written above.

CITY OF PALM SPRINGS,
A California Charter City

PALM SPRINGS INTERNATIONAL
FILM FESTIVAL

David H. Ready, City Manager

Name: _____

Title: _____

ATTEST:

James Thompson, City Clerk

APPROVED AS TO FORM:

Douglas C. Holland, City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Festival shall organize, manage and produce an annual Palm Springs International Film Festival ("Film Festival") in January of each year during the term of this Agreement. The Film Festival shall include the screening of motion pictures and holding related events, such as opening ceremonies, closing ceremonies, and awards banquets.

The Film Festival shall, at a minimum, meet the following criteria:

1. Sell a minimum of 20,000 tickets.
2. Have annual revenues of at least \$100,000.00, excluding revenues from sponsorships.
3. Screen a minimum of 80 films. At least fifteen (15) of such films shall be national premieres and five (5) shall be world premieres.
4. Be financially viable with the \$350,000 contribution by the City.

The Film Festival's responsibilities shall include, but not be limited to, the following:

1. Planning the Film Festival and developing the annual schedule, budget and theme in consultation with the City. The proposed schedule, budget and theme shall be submitted to the City on or before October 15 of each year.
2. Soliciting sponsorships in an effort to defray the cost of the Film Festival.
3. Securing the necessary facilities for the Film Festival, including theaters, in consultation with the City.
4. Promoting the Film Festival in consultation with the City's Bureau of Tourism.
5. Coordinating security for the Film Festival in consultation with the City.
6. Providing financial and progress reports on the status of the Film Festival to the City on a quarterly basis.
7. Distributing at least 300 free weekday passes to local clubs and organizations to view films being screened at the Film Festival.

8. Have at least one free public screening.

In exchange for sponsorship compensation, the Film Festival shall provide City the following benefits:

1. The City shall be recognized as the "Title Sponsor" in all advertising. For promotional purposes the Film Festival shall include the following credit line in all paid media (advertising), publications, and signage: "Presented by the City of Palm Springs."
2. The City shall be recognized as the Title Sponsor at or near the entrance(s) of the primary venue site.
3. The City shall receive name recognition on the media interview backdrop placed in the media room for the Film Festival.
4. The City shall be identified on a credit line prominently presented on the Film Festival's website page which features exhibit information. There shall be a hyperlink from the Film Festival's web site to the City's web site at www.ci.palm-springs.ca.us. The parties agree that said link may be "Framed" whereby material or pages from the linked web site appear in a frame on the site which creates the link. The parties expressly recognize their individual obligations and responsibilities for the content, quality, accuracy or completeness of materials contained on their respective web sites and agree to hold each other harmless from any special, indirect, incidental or consequential damages that may arise from the use of, or the inability to use, the respective sites and/or the materials contained on either site whether the materials contained on the site are provided by the City or the Film Festival.
5. The Film Festival shall provide City twenty (20) credentials allowing access to all film screenings, seminars, and receptions including but not limited to the Opening and Closing Night Screening, Awards Gala and VIP Reception.
6. The Film Festival shall provide City twenty (20) screening passes allowing access to all film screenings and seminars as the parties agree is necessary in order for City to fully enjoy its benefits.
7. The Film Festival shall provide City two (2) tables of ten seats each to the Awards Gala.

8. The City shall be positioned as Title Sponsor in all advertising. Examples of advertising include, but are not limited to:

- a. Program – City shall receive space to place one (1) full-page four-color advertisement on the inside front and back cover of the Film Festival's official program for marketing and promotion purposes. In addition, City shall receive space to place one (1) "Welcome Letter" from the Mayor within the Official Program.
- b. Film Festival Daily Newspaper – City shall be positioned as the Title Sponsor in the banner of the Film Festival Daily Newspaper (CINE/file).
- c. Newspaper Advertising – City shall receive each day during the Festival a one-quarter (1/4) page black and white advertisement in the film section of the Desert Sun or other newspaper as the parties agree.
- d. Radio/Television advertising – City shall be mentioned as Title Sponsor in all radio spots and television ads relating to the Film Festival.