

SECOND AMENDMENT TO THE
FILM TECH PREP GRANT AGREEMENT (R2005-0435)
BETWEEN
PALM BEACH COUNTY
AND
THE SCHOOL DISTRICT OF PALM BEACH COUNTY

This second Amendment to the Film Tech Prep Program Agreement (R2005-0435) is made and entered into this ____ day of _____, 2005, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and The School District of Palm Beach County, a corporate body politic pursuant to the Constitution of the State of Florida, hereinafter referred to as "SCHOOL DISTRICT".

WITNESSETH:

WHEREAS, COUNTY entered into an Agreement with SCHOOL DISTRICT, on February 24, 2004, approved by Document R2004-0284 to provide \$198,688 in grant funds for the further development of the Film & TV Tech Prep Program, which included the purchase of film and editing equipment, its maintenance and replacement; the distribution of equipment awards to outstanding schools for their video projects; and scholarships to high school students; and

WHEREAS, SCHOOL DISTRICT has purchased the extended warranties for the newly acquired film and editing equipment, and it is in need of repairing the existing and viable equipment to teach all the students enrolled in the school's TV program; and

WHEREAS, SCHOOL DISTRICT could not fulfilled the objectives within the contracted term of the Agreement's First Amendment as a result of (a) developing a standard policy and guidelines to evaluate high school studio equipment before spending the donated money, and (b) school vacation; and

WHEREAS, SCHOOL DISTRICT has developed a standard policy to assure effective and appropriate use of funding;

NOW THEREFORE, the Agreement is hereby amended as follows:

- I. Page 2, Effective Date, Term & Performance Period paragraph, line 2: *Agreement shall be eighteen (18) months, and shall be amended to read Agreement shall be twenty-eight (28) months.*
- II. Page 2, Effective Date, Term & Performance Period paragraph, line 3: *shall terminate on the 24th day of August, 2005, and shall be amended to read shall terminate on the 24th of June, 2006.*
- III. Page 2, Fund Expenses and Reimbursement paragraph, line 1. The following shall be added: COUNTY agrees to reimburse SCHOOL DISTRICT expenses actually incurred and paid for the repair, maintenance, and replacement of parts of existing film and production equipment, as described in the list provided by SCHOOL DISTRICT, in an amount not to exceed twenty thousand two hundred three dollars (\$20,203). SCHOOL DISTRICT shall provide COUNTY with a list of equipment that needs

repair / maintenance / replacement of parts and the cost estimate per equipment unit and per school, prior to incurring the expenses.

IV. Page 11. Exhibit A (Funding Allocation), Summary of Expenses: Section B should read as follows:

| | Estimated Cost | Maximum Amount to be Reimbursed |
|---|----------------|---------------------------------|
| A) Scholarships | 25,000 | 25,000 |
| B) Existing equipment repair, maintenance and replacement | 20,203 | 20,203 |
| C) Purchase of equipment | 153,485 | 153,485 |
| TOTAL | 198,688 | 198,688 |

WITNESS our Hands and Seals on the _____ day of _____, 2005.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of COUNTY and SCHOOL DISTRICT.

ATTEST:
SHARON R. BOCK, Clerk

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Tony Masilotti, Chairman



ATTEST:

SCHOOL DISTRICT OF PALM BEACH COUNTY

By: _____
Superintendent

By: _____
Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Assistant County Attorney

By: Kimberly Hall 11/3/05
School District Attorney

APPROVED AS TO
TERMS AND CONDITIONS:

APPROVED AS TO
TERMS AND CONDITIONS:

By: Kevin Johns
Kevin Johns, Director
PBC Economic Development Office

By: _____
Chuck Shaw, Director
Department of Instructional Support



THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FLORIDA

THE EDUCATION NETWORK, (T.E.N.)
505 SOUTH CONGRESS AVENUE
BOYNTON BEACH, FL 33425
Ph: (561) 738-2702 Fax: (561) 738-2901

Dr. Judith M. Garcia, Ed.D.
Manager, The Education Network

Kevin Johns
Director, Economic Development
P.O. Box 1989
West Palm Beach, FL 33402-3624

August 17, 2005

Dear Mr. Johns:

I am writing to you to request that the Contract No. R2004-0284 between the School District of Palm Beach County and Palm Beach County be extended into the school year 2005-2006 so that the remaining funds available in the contract for the purchase of equipment for the schools and the of repair and replacement of equipment can be used in the most effective and appropriate manner possible.

To assure effective and appropriate use of the funding, the district has held up repair of equipment, pending clarification as to what equipment should be repaired and what should be replaced. The school studios, in the past, have been equipped with what is available for the best price. This has not necessarily been wise, in terms of long range planning. At this time, a standard for studio equipment is being developed to provide guidelines for the schools that will facilitate proper identification what equipment is worthy of repair, and what should be replaced. Also, we are awaiting receipt of supporting documentation to fulfill the contract deliverables, which should be available within the next few weeks.

I appreciate your time and consideration of this request.

Sincerely,

Judith M. Garcia, Ed.D.
Manager
The Education Network (TEN)

cc: Mary E. McGee, Economic Development Analyst
Claudia Lopez, Economic Development Specialist

CONTRACT REVIEW CHECKLIST

Consistency with Law and School Board Policy:

Comments

| | | |
|---|---|--|
| Consistent with School Board Policy | √ | |
| Consistent with Florida, federal and local laws | √ | |

Contract Terms:

Comments

| | | |
|--|--|--|
| Term (Duration of Contract) | Extended from 18 to 24 months | |
| Termination Clause | * | |
| Insurance /Liability Issues/ Indemnification | Risk Management should review and approve all insurance clauses. | |
| Regulatory issues | * | |
| Confidentiality Provision | - | |
| Warranties | * | |
| Labor Issues | The Labor Relations Department should review any issues. | |
| Disclaimers | * | |
| Governing Law & Venue | * | |

Business Principles:

Comments

| | | |
|---|---|--|
| Sound Business Principles | | |
| Reasonableness of Fees | * | |
| Payment Terms --Lump sum, installments --Payment Due dates --Late fees | * | |

Other Issues:

Comments

| | | |
|-----------------------------------|------|--|
| Conflict of Interest Disclosures | * | |
| Non-Negotiable Issues | None | |
| Miscellaneous Issues | None | |
| Appropriate Departmental Sign-off | Yes | |

Special Considerations:

*Same as in original contract

The issues noted above were explained to the appropriate District staff and/or Division Chief. YES NO

Kimberly Haege 11/3/05
 By: Attorney (Name and Date)