

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 7, 2009

☒ Consent
☐ Ordinance

☐ Regular
☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with Palm Beach County Film and Television Institute, Inc. for the period April 7, 2009, through March 1, 2010, in an amount not-to-exceed \$7,500 for funding of the Community Recognition Event.

Summary: This funding is to help offset costs for an event to be held by the Palm Beach County Film and Television Institute at the Palm Beach County Convention Center. The event is anticipated to be attended by approximately 400 people and will be televised to an available audience of over 600,000 people in Palm Beach County. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to January 10, 2009. Funding is from the Recreation Assistance Program (RAP) District 7 Funds. District 7 (AH)

Background and Justification: The Palm Beach County Film and Television Institute is a not-for-profit organization whose mission is to provide support for education, project development, production, and distribution of motion picture, television, and other media projects that feature locations, residents, or other interests of Palm Beach County. The Community Recognition Event will showcase the work of individuals and organizations whose contributions to Palm Beach County demonstrate progress in achieving advancements to the community in the areas of economy, education, health, environment, art and culture, and will recognize the creative works of local not-for-profit organizations and educational institutions that use the visual arts as tools to depict situations and issues that are important to Palm Beach County citizens.

The event is anticipated to cost approximately \$75,000 for staging, lighting, sound, video broadcast equipment, personnel costs, contractual services, and other miscellaneous expenses related to the event. The \$7,500 from District 7 RAP funding will help offset costs for the event. The Agreement has been executed on behalf of the Palm Beach County Film and Television Institute, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by: 

Department Director

3-17-09
Date

Approved by: 

Assistant County Administrator

3/16/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>7,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</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 (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>7,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes X No
Budget Account No.: Fund 3600 Department 583 Unit R917
Object 8201 Program N/A

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

FUND: Park Improvement Fund/Recreation Assistance Program
UNIT: RAP/Transportation Improvement Fund-District 7

Contributions-Non-Govts Agncs 3600-583-R917-025-8201 \$7,500

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Jim D. 3-23-09
OFMB 3/23/09 3/23/09 3/19/09

Dr. J. Javel 3/24/09
Contract Development and Control

B. Legal Sufficiency:

This Contract complies with our
contract review requirements.

Anne Telford 3/25/09
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

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**AGREEMENT BETWEEN PALM BEACH COUNTY AND PALM BEACH COUNTY
FILM AND TELEVISION INSTITUTE FOR THE COMMUNITY RECOGNITION EVENT**

THIS AGREEMENT is made and entered into on _____, 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 Institute, Inc., a Florida not-for-profit corporation, hereinafter referred to as "Film and Television Institute".

WITNESSETH:

WHEREAS, Film and Television Institute is a not-for-profit organization whose mission is to provide support for education, project development, production and distribution of motion picture, television, and other media projects that include locations, residents or other interests of Palm Beach County, Florida; and

WHEREAS, Film and Television Institute plans to sponsor the Community Recognition Event to showcase the work of individuals and organizations whose contributions to Palm Beach County demonstrate progress in achieving advancements to the community in areas of economy, education, health, environment, art and culture, and other social interests and to recognize the creative works of local not-for-profit organizations and educational institutions that use the visual arts as tools to expand social responsibility, increase awareness and inspire involvement; and

WHEREAS, the Community Recognition Event will present the Palm Beach County Social Enterprise Film & Video Awards in an awards-show format presented before a live audience and broadcast to television audiences; and

WHEREAS, the film and video programs will be produced by local students to depict situations and issues that are important to Palm Beach County citizens; and

WHEREAS, the Community Recognition Event is anticipated to be attended by approximately four hundred (400) people and will be broadcast to a potential audience of six hundred thousand (600,000) people in south Florida; and

WHEREAS, Film and Television Institute's costs for the Community Recognition Event are anticipated to be approximately \$75,000 for staging/lighting/sound/video broadcast equipment, personnel costs, contractual services, and other miscellaneous expenses related to the Community Recognition Event; and

WHEREAS, Film and Television Institute has requested that County provide \$7,500

to help offset costs for the Community Recognition Event; and

WHEREAS, funding to help offset Film and Television Institute's expenses for the Community Recognition Event in an amount not-to-exceed \$7,500 is available from the Recreation Assistance Program (RAP) – District 7; and

WHEREAS, community educational, recreational, and cultural recognition events serve a public benefit; and

WHEREAS, both parties desire to enter into this Agreement.

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

1. County agrees to fund an amount not-to-exceed \$7,500 to Film and Television Institute to help offset costs for the Community Recognition Event for staging/lighting/sound/video broadcast equipment, personnel costs, contractual services, and other miscellaneous expenses related to the Community Recognition Event, as described in Exhibit "A", attached hereto and incorporated herein, and hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Film and Television Institute on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Film and Television Institute. Said information shall list each invoice paid by Film and Television Institute and shall include the vendor invoice number; invoice date; and the amount paid by Film and Television Institute along with the number and date of the respective check or proof of payment for said payment. Film and Television Institute shall attach a copy of each vendor invoice paid by Film and Television Institute along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Film and Television Institute's Program Administrator and Project Financial Officer shall certify the total funds spent by Film and Television Institute on the Project and shall also certify that each vendor invoice, as listed on the Contractual

Services Purchases Schedule was paid by Film and Television Institute and approved by Film and Television Institute as indicated.

3. Film and Television Institute incurred expenses for the Project beginning on January 10, 2009. Those costs incurred by Film and Television Institute for the Project, approved and submitted accordingly by Film and Television Institute subsequent to January 10, 2009, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. RAP funds may be used as a match for other local, state, or federal grant programs, but Film and Television Institute may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

5. Film and Television Institute warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of Corporations.

6. Film and Television Institute agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation, gender identity or expression.

7. Film and Television Institute shall be responsible for the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be until March 1, 2010, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Film and Television Institute is in default of its obligations under this Agreement, the County shall provide Film and Television Institute thirty (30) days written notice to cure the default. In the event Film and Television Institute fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by Film and Television Institute for the Project deemed to be in default and Film and Television Institute shall return any County RAP funds already collected by Film and Television Institute for that Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement

may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. Film and Television Institute shall complete the Project by November 30, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 10, 2009, through November 30, 2009. Film and Television Institute shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before March 1, 2010. Upon written notification to County at least ninety (90) days prior to that date Film and Television Institute may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Film and Television Institute's request for said extension.

12. In the event Film and Television Institute ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County; and County shall have no further obligation to honor reimbursement requests submitted by Film and Television Institute. The determination that Film and Television Institute has ceased or suspended the Project shall be made by County and Film and Television Institute agrees to be bound by County's determination.

13. Film and Television Institute agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Film and Television Institute. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

15. It is understood and agreed that Film and Television Institute is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control

over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Film and Television Institute shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Film and Television Institute, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to this Agreement for which Film and Television Institute is eligible to receive reimbursement from the County.

16. Film and Television Institute shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. Film and Television Institute shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review and acceptance of insurance maintained by Film and Television Institute are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Film and Television Institute under this Agreement.

Commercial General Liability. Film and Television Institute 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. Film and Television Institute shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employer's Liability. Film and Television Institute shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. Film and Television Institute shall provide this coverage on a primary basis.

Additional Insured. Film and Television Institute 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." Film and Television Institute shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation. Film and Television Institute hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Film and Television Institute shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy when a condition to the policy specifically prohibits such an endorsement, or voids coverage should Film and Television Institute enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Prior to execution of this Agreement by the County, Film and Television Institute shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

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, coverages, 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.

17. Upon request by County, Film and Television Institute shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. Film and Television Institute shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance

notice to Film and Television Institute, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Film and Television Institute may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

20. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

21. As provided in Section 287.132-133 Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Film and Television Institute certifies that it, its affiliates, suppliers, subcontractors and consultants 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 Section 287.133 (3)(a), Florida Statutes.

22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

23. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:
Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

As to Film and Television Institute:
President
Palm Beach County Film and Television Institute, Inc.
700 South Dixie Highway, Suite 102
West Palm Beach, FL 33401

24. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on
the date first above written.

ATTEST:
SHARON R. BOCK, Clerk &
Comptroller

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

By: _____
Deputy Clerk

By: _____
Commissioner John F. Koons, Chairman

WITNESSES:

Asphy Fari
[Signature]

PALM BEACH COUNTY FILM AND
TELEVISION INSTITUTE, INC.
FEI Number: 86-1126753

By: *J. William Metzger*
Name (Type or Print)
Chairman
Title
[Signature]
Signature

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *Anne Delgent*
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: *Dennis L. Eshleman*
Dennis L. Eshleman, Director
Parks and Recreation Department

**Recreation Assistance Program (RAP)
Exhibit "A" to Agreement**

Name of Agency: Palm Beach County Film and Television Institute, Inc.

Address: 700 South Dixie Hwy, Suite 102, West Palm Beach, FL 33401

Federal Employer Identification Number: 86-1126753

Name of Chairman and President: J. William Metzger

Name of Program Director: Stanley J. Richardson

Project Liaison Information:

Name: Stanley J. Richardson
Telephone #: 561-832-5066
Fax #: 561-832-5067
e-mail: jwmetzger@aol.com

PROJECT INFORMATION

1. Name of Project: Community Recognition Event

2. Project Description:

- General (Project Scope):

The Palm Beach County Social Enterprise Film & Video Awards is a program presenting film and video work in an awards-show format, presented before a live audience and broadcast to television audiences. Film and video programs produced by local students and social enterprise and non profit organizations will be selected for competition and the winners will be awarded with recognition and other valuable considerations. The programs will depict situations and issues which are important to the welfare of the citizens of Palm Beach County, including, but not limited to, Science & Technology; Historic Preservation; Media, Art and Culture; Education; Community and Economic Development; Philanthropy; and other Independent Projects. Specific topics covered are expected to include such areas as Youth Initiatives; Human Rights; Financial Literacy; The Environment; Health & Life Sciences; Society & Family and others.

- Public Purpose:

The Program will showcase the work of individuals and organizations whose contributions to Palm Beach County demonstrate progress in achieving advancements for our community in areas of economy, education, health, environment and other social interests.

- Location and Date:

Current anticipated date is May, 2009 or October, 2009, subject to the availability of venues and the participation of co-sponsoring organizations. The selected venue is the Palm Beach County Convention Center and several dates are available in our target time frames.

- Anticipated Number of Participants/Users:

The live Awards Show will be presented to an audience expected to be in the range of 300-500 attendees. In addition, the program will be broadcast on cable and satellite television over several networks, reaching an available audience of over 600,000 in Palm Beach County and over 2,000,000 in South Florida.

3. Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts.

Expenditure Items will include, among others:

- Staging, lighting, sound and video broadcast equipment
- Production personnel for performance and broadcast
- Contractual services to design, plan and supervise the program
- Production offices during the planning and fulfillment of the program
- Support personnel to manage the planning and production of the program.

4. Estimated Lump Sum Total for Project: \$ 75,000.

5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid): January 10, 2009 to November 30, 2009.

Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments:
Certificate of Insurance Included under separate cover from Insurance Company.

Amount of Recreation Assistance Program Funding awarded: \$ 7,500
District 7
(filled in by County)

Form available online by request. Contact Susan Yinger at syinger@pbcgov.com



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

C = Contractual Services
S = Salary & Wages
M = Materials, Supplies, Direct Purchases
E = Equipment
T = Travel
I = Indirect Costs

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator

Date

Financial Officer

Date

PBC USE ONLY

County Funding Participation \$ _____

Total Project Costs To Date: \$ _____

County Obligation To Date \$ _____

County Retainage (_____ %) \$ _____

County Funds Previously Disbursed \$ _____

County Funds Due this Billing \$ _____

Reviewed and Approved By: _____

PBC Project Administrator

Date

Department Director

Date



Key Legend

C = Contractual Services
S = Salary & Wages
M = Materials, Supplies, Direct Purchases
E = Equipment
T = Travel
I = Indirect Costs

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

EXHIBIT B

Grantee: _____

Submittal #: _____

Date

Project Name: _____

Contract Reimbursement Period: _____

#	Payee (Vendor/Contractor)	Key	Check or Voucher		Invoice		Amount	Expense Description
			Number	Date	Number	Date		
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
					TOTAL \$			

Certification: I hereby certify that the purchases noted above were used in accomplishing this project.

Administrator

Date

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 3/2/2009																																																																																																																																		
PRODUCER (561) 433-2215 FAX: (561) 966-0383 Bogani Insurance Services, Inc. 12794 West Forest Hill Blvd. Suite 34 Wellington FL 33414		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.																																																																																																																																		
INSURED Palm Beach County Film & Television Institute 700 South Dixie Highway Suite 102 West Palm Beach FL 33401		INSURERS AFFORDING COVERAGE INSURER A: The Hartford INSURER B: INSURER C: INSURER D: INSURER E:																																																																																																																																		
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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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																																																																																																																																				
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CERTIFICATE HOLDER (561) 242-6946 Palm Beach County c/o Parks & Recreation Department Administrative Support Manager 2700 6th Avenue South Lake Worth, FL 33461		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Rodney Louis/AMCSR																																																																																																																																		

**The Palm Beach County
Film & Television Institute, Inc.**

December 31, 2008

Ms. Susan Yinger
Administration Support Manager
Palm Beach County Department of
Parks and Recreation
2700 6th Avenue South
Lake Worth, FL 33463

RE: Community Awards Program

Dear Susan:


Following our conversations, I am attaching herewith the completed form of Exhibit "A" which you provided us in connection with your department's administration of the Recreation Assistance Program funding of our Community Awards Program.

In addition, as requested, we have caused our insurance agent, Bogani Insurance Services, Inc., to issue a certificate to you evidencing our organization's insurance coverage, as well as documentation naming Palm Beach County as Additional Insured. Such documentation will be forwarded directly to you by Bogani. Furthermore, as requested, we hereby affirm that our organization is not required to maintain worker's compensation insurance.

I trust the information we are sending is satisfactory and we look forward to receiving the draft agreement. If you have any questions, please do not hesitate to contact me.

Thank you very much for your kind assistance to us in this process.

Very truly yours,

J. William Metzger

J. William Metzger
Chairman

561-309-3169 / jwmetzger@aol.com

**700 South Dixie Highway, Suite 102 West Palm Beach, FL 33401
phone 561-832-5066 fax 561-832-5067 email: pbcfti@aol.com**