

**PALM BEACH COUNTY**

**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: 09/19/2023  Consent  Regular  
 Ordinance  Public Hearing

Department

Submitted By: TOURIST DEVELOPMENT COUNCIL

Submitted For: TOURIST DEVELOPMENT COUNCIL

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: First Amendment to the Agreement (R2022-1018) with the Palm Beach County Film and Television Commission, Inc. (FILM) for the provision of services under the County’s Tourist Development Plan for a total amount of \$3,811,055 during the period of October 1,2023, through September 30, 2024.

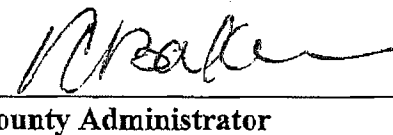
**Summary:** The First Amendment (Amendment) deletes obsolete references to a line-item budget and non-electronic accounting procedures and adds language to allow for advance payment of services when it will result in a competitive advantage, include training and professional education as operating expenses, include staff training and development as one of FILM’s responsibilities, and increases FILM’s deadlines for seeking certain reimbursements from 45 and 60 days to 90 days. The Amendment updates for Fiscal Year 2024, Exhibit “A” – Annual Budget, for an amount not to exceed \$2,297,172 in contractual services, \$171,807 in County direct costs, and \$1,342,076 in reserves, for a total of \$3,811,055, Exhibit “F” - Performance Measures, Exhibit “J” – Organizational Chart, Exhibit “N” – Diversity Schedule, and Exhibit “O” - Insurance. The Amendment has been approved by the Tourist Development Council Board. Countywide (YBH)

**Background and Justification:** Under the current Agreement, FILM develops and implements an Annual Marketing Plan to promote tourism. The County provides funding through bed tax dollars to promote tourism. All expenditures by FILM under the Agreement must be made in accordance with the Annual Budget, which is attached as Exhibit “A” to the Agreement, from funds appropriated annually by the County. The Agreement is for five years, through September 30, 2027, and the Amendment updates the Agreement’s Annual Budget for Fiscal Year 2024. The Amendment adopts new Exhibits “A” (Annual Budget), Exhibit “F” (Performance Measures), Exhibit “J” (Organizational Chart), Exhibit “N” (Diversity Schedule), and Exhibit “O” (Insurance).

**Attachment:**

- 1. First Amendment with Exhibits A, F, J, N, and O (2)

Recommended by:  Date: 7/27/23  
Department Director

Approved By:  Date: 8/23/23  
County Administrator

**II. FISCAL IMPACT ANALYSIS**

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	\$3,811,055	TBD	TBD	TBD	TBD
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$3,811,055</b>	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>
# ADDITIONAL FTE POSITIONS (Cumulative)					

**A. Five Year Summary of Fiscal Impact:**

Is Item Included in Proposed Budget? Yes  X  No    
 Does this item include the use of federal funds? Yes   No  X

Budget Account No.: Fund  1451  Dept  710  Unit   Object Reporting Category

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 Local Option Bed Tax.

**C. Department Fiscal Review:**  [Signature]

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

[Signature] 8/1/23   [Signature] 8/14/23   
 IA 7/31 OFMB MF 7/31 Contract Dev. and Control 7/8/23

**B. Approved as to form and Legal Sufficiency:**

[Signature] 8/16/23   
 Assistant County Attorney

**C. Approved as to Terms and Conditions:**

\_\_\_\_\_  
 Department Director

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

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN PALM BEACH COUNTY ON BEHALF OF THE TOURIST DEVELOPMENT COUNCIL AND PALM BEACH COUNTY FILM AND TELEVISION COMMISSION, INC.**

**THIS FIRST AMENDMENT** (Amendment) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, to the Agreement dated September 13, 2022 (Agreement) (R2022-1018), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY), and the Palm Beach County Film and Television Commission, Inc. (FILM) (collectively, Parties).

**WITNESSETH:**

**WHEREAS**, the COUNTY and FILM entered into the five-year Agreement whereby FILM develops and implements an Annual Marketing Plan for attracting film, television, and still photography production in Palm Beach County; and

**WHEREAS**, the Agreement requires an amendment to provide for certain revised Exhibits; and

**WHEREAS**, the Parties desire to amend certain provisions of the Agreement, as provided herein; and

**WHEREAS**, the Parties have agreed that this Amendment is in the best interest of FILM and the COUNTY's Tourism promotion program.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree, as follows:

1. **Section 3 of the Agreement** is deleted in its entirety and replaced with the following:
3. **Compensation and Method of Payment.** Costs incurred by the PBCFTC and such independent contractors in performing the duties and providing the goods and services described in this Agreement will be paid by the COUNTY solely from Tourist Development Tax revenues designated for Category "D" of the Tourist Development Plan. Payments to PBCFTC and such independent contractors shall be consistent with the Annual Marketing Plan adopted by the TDC and shall be made only for expenditures which are specifically authorized by the COUNTY. The PBCFTC Annual Budget as set forth in the attached Exhibit "A" as it may be amended by the COUNTY and/or PBCFTC from time to time, shall constitute, as between the COUNTY and PBCFTC, authorization of the expenditures provided for therein, provided that such expenditures are made in accordance with this Agreement.

Payments of the COUNTY shall be made to PBCFTC and such independent contractors in accordance with the fiscal procedures of the COUNTY as payment for authorized expenditures or provision of goods or services, following PBCFTC's determination that the goods and services have been properly provided, and upon submission of invoices by PBCFTC to the Executive Director of the TDC or his designee, and a determination by the Executive Director of the TDC or his designee, 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.

Each invoice submitted by PBCFTC shall include reference to its previous authorization and shall be itemized in sufficient detail for audit thereof and shall be supported by copies of the corresponding vendor invoices and proof of receipt or performance of the goods or services invoiced. It is mutually agreed that PBCFTC shall promptly review and submit to the COUNTY invoices received in good order, and that the COUNTY shall promptly pay to PBCFTC and such independent contractors on a continual basis amount properly payable under this Agreement and supported by receipted invoices submitted by PBCFTC. Any travel and entertainment expenses incurred by PBCFTC may be reimbursed to PBCFTC by the COUNTY only upon the express written approval of the Executive Director of the TDC or his designee, and within the limitations imposed by law upon COUNTY shall not reimburse Agency unless and until the Clerk and Comptroller's Office pre-audits payment invoices in accordance with this Agreement, and subject to the conditions, if any, attached to said approval. In cases where a question of reasonableness or necessity of an expenditure arises during expenditure review, the TDC Executive Director has authority to determine reasonableness and/or necessity which shall be indicated by approval or denial of the reimbursement request. Any unresolved questioned approvals or denials concerning reasonableness and necessity will be resolved by the County Administrator. Where Agency is able to establish that payment of an expenditure in advance will provide a competitive advantage, cost savings or a discount, and where the County Administrator or designee has approved a direct payment of such expenditure, prepayment at time of booking or invoicing shall be permitted and reimbursement shall be provided at, or immediately after the time of prepayment, and recorded in the fiscal year of payment. These prepayment type purchases include typical advertising, reservations for space, booking for trade shows and conventions, marketing services, marketing agreements with national tourism industry groups and meeting planner associations. Securing billboard, airport or transportation terminal advertising in advance is included under this process.

Airline travel and hotel reservations are eligible for reimbursement when the travel and related travel expenses can be justified to provide a cost savings to the organization when meeting with travel writers, tour brokers, or other persons connected with the tourist industry, and while attending or traveling in connection with travel or trade shows. PBCFTC shall be paid for its actual costs

not to exceed the total amount for the various items, and up to the maximum amounts budgeted therefore, as set forth in the PBCFTC Annual Budget, included in the attached Exhibit "A". In consideration for the COUNTY's payments to the PBCFTC pursuant to this Agreement, the PBCFTC shall provide the COUNTY with the Sponsorship Benefits Package described in Exhibit "L," attached hereto and incorporated herein by reference.

In the event Agency encounters unanticipated necessary expenses in performing services to be provided by Agency under this Agreement, Agency may request said expenses to be included on an amended Exhibit "A" for reimbursement by COUNTY from available tourist tax revenue reserves. In order to do so, an agenda item shall be submitted to the TDC Executive Director who shall submit same to the TDC budget committee for recommendation and thereafter to the TDC for approval or denial. If the TDC approves the request, the Executive Director of the TDC shall process the agenda item for the Board of County Commissioners' approval or denial. In addition, the County Administrator has the discretion to advance the request to the Board of County Commissioners without the concurrence of the TDC budget committee or TDC.

2. **Section 4.A of the Agreement, paragraph titled "Operating Expenses"** is deleted in its entirety and replaced with the following:

Operating Expenses: Any and all expenses and expenditures of every kind and nature incurred, directly or indirectly by PBCFTC in managing, operating, promoting and marketing including, without limitation: payroll, benefits, relocation costs; operating supplies; advertising; technology, dues, subscriptions and membership; printing and stationary costs postage and freight costs; equipment and rental costs; cost of office supplies; telephone and telecommunication charges; travel and entertainment expenses; training and education; audit and legal expenses ; insurance coverages.

3. **Section 4.B 2) of the Agreement**, is deleted in its entirety and replaced with the following:

4. Operations /Funding Agreement.

- B. Fiscal Responsibility

PBCFTC shall perform the following services:

...

2. Hire, supervise, train, develop, and direct all of the PBCFTC's employees and personnel unless defined specifically in this Agreement.

4. **Section 4.D of the Agreement**, is deleted in its entirety and replaced with the following:

4. Operations /Funding Agreement.

D. Reimbursement Process and Documentation

1) Budget (Exhibit A)

- a) PBCFTC's Annual Budget as set forth in the attached Exhibit "A", shall constitute, as between the COUNTY and PBCFTC, authorization of the expenditures provided for therein, provided that such expenditures are made in accordance with this Agreement.
- b) Each invoice and check payable to the vendor will be submitted by PBCFTC with the itemized detail for audit thereof and shall be supported by copies of the corresponding vendor invoices and proof of payment, canceled check, receipt and performance of the goods or services invoiced.
- c) Prior to disbursement of the Check or Electronic Funds Transfer (EFT) to the Vendor, the TDC Executive Director or his/her designee will audit and initial the original check or EFT prior to disbursement from the Agency Operating Account.
- d) The PBCFTC shall be paid for these actual costs by submitting an Operating Expense Invoice to the COUNTY with all appropriate documentation as required by the Clerk & Comptroller. Each invoice will provide a check register detailing the vendor payment, the ledger account number and account name of the expense distribution and totaling to the requested invoice reimbursement.
- e) PBCFTC shall be reimbursed for Payroll, and this must be processed as a separate Payroll Expense Invoice after each pay period, with payroll disbursement registers provided including proof of payment as the supporting documentation.
- f) Each individual reimbursement request will include a reimbursement checklist completed by the initiator. The expense and payroll invoice will include reimbursement checklist from the requesting PBCFTC approved by the Deputy Film Commissioner. This reimbursement request will be approved by The TDC Executive Director or his/her designee, prior to the submission to the Clerk & Comptroller for reimbursement. If checklists are not included or completed and approved, the payment request will be returned to the PBCFTC.
- g) The PBCFTC will be encouraged to implement Automated Clearing House (ACH) for reimbursements from the Clerk & Comptroller directly to the PBCFTC Agency Operating account when available from the Clerk's Office.

2. Travel & Entertainment Reimbursement Requests

- a) Presently reimbursement for travel and entertainment is submitted electronically with supporting documentation.
  - b) All travel and entertainment reimbursement requests shall be submitted within ninety (90) days after the expenses are incurred. Any expenses after ninety (90) days of travel may be reimbursed by the COUNTY only upon the express written approval of the TDC Executive Director or his/her designee and within the limitations imposed by law upon the COUNTY.
  - c) Travel reimbursements made after (90) days are the responsibility of the PBCFTC to determine if taxable to the employee.
- 2) Non-Travel & Entertainment Operating Expense Reimbursement Requests
- a) The reimbursement for operating expenses where vendors are only willing to accept payment via credit card (examples of these would-be Google AdWords, Facebook paid advertising) must be separated and submitted on Non-Travel Reimbursement Requests forms.
  - b) All disbursements of operating expenses must be submitted to the TDC Executive Director or his/her designee for approval prior to distribution from the public funds account.
- 3) Credit Card Statements used for Travel or Operating Expense Reimbursement
- a) All statements should contain the cardholder's name.
  - b) In the event a personal credit card is used, a partial statement will be accepted as long as the specific charge for which payment is requested can be verified.
5. Section 4.D.6 of the Agreement is deleted in its entirety.
6. Exhibits "A", "F", "J", "N", and "O" of the Agreement are hereby deleted in their entirety and replaced with Exhibit "A" (Annual Budget), Exhibit "F" (Performance Measures), Exhibit "J" (Organizational Chart), Exhibit "N" (Diversity Schedule), and Exhibit "O" (Insurance), all attached hereto and made a part hereof.
7. This Amendment shall become effective when executed by the Parties hereto.
8. All other terms and conditions of the Agreement, dated September 13, 2022, shall remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the day and year first written above.

ATTEST:

JOSEPH ABRUZZO  
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political subdivision  
of the State of Florida, by and through its  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Gregg Weiss, Mayor

ATTEST:

PALM BEACH COUNTY  
FILM & TELEVISION COMMISSION, INC.

DocuSigned by:  
*Carol Roberts*  
By: \_\_\_\_\_  
397AD91F5A39494  
Carol Roberts, Board Chair

DocuSigned by:  
*Michelle Hillery*  
By: \_\_\_\_\_  
63CA08C218F5444  
Michelle Hillery, Film Commissioner

Approved as to Terms  
and Conditions

DocuSigned by:  
*Emanuel Perry*  
By: \_\_\_\_\_  
187F96C7C13F47E...  
Emanuel Perry  
TDC Executive Director

Approved as to Form and  
Legal Sufficiency

DocuSigned by:  
*vbh*  
By: \_\_\_\_\_  
County Attorney



**PALM BEACH COUNTY**  
**Film and Television Commission**  
**Exhibit A**  
**Annual Budget**

Film & Television Commission FY23 Contract	Actual FY 2021	Actual FY 2022	Adopted Budget FY 2023	Modified Budget FY 2023	Forecast FY 2023	Budget FY 2024
<b>Total Film &amp; Television Commission Contract</b>	\$ 1,083,193	\$ 1,093,427	\$ 1,212,310	\$ 1,212,310	\$ 1,212,310	\$ 2,297,172
<b>Marketing Stimulus</b>	\$ 34,503	\$ 290,000	\$ 750,000	\$ 750,000	\$ 750,000	\$ -
<b>County Direct</b>	\$ 113,545	\$ 135,965	\$ 160,429	\$ 160,429	\$ 164,046	\$ 171,807
<b>Beach Payback</b>	\$ -	\$ -	\$ 21,550	\$ 86,200	\$ 86,200	
<b>Special Projects Payback</b>	\$ -	\$ -	\$ -	\$ 86,200	\$ 86,200	
<b>Total Film &amp; Television Commission Expenses</b>	\$ 1,231,241	\$ 1,519,392	\$ 2,144,289	\$ 2,295,139	\$ 2,298,756	\$ 2,468,979
<b>Reserves</b>	\$ 847,689	\$ 1,553,247	\$ 1,028,774	\$ 1,207,837	\$ 1,557,319	\$ 1,342,076
<b>Total Film &amp; Television Expense Budget</b>	<u>2,078,930</u>	<u>3,072,639</u>	<u>3,173,063</u>	<u>3,502,976</u>	<u>3,856,075</u>	<u>3,811,055</u>

**EXHIBIT "F"**  
**Performance Measures**

**FILM & TELEVISION COMMISSION**

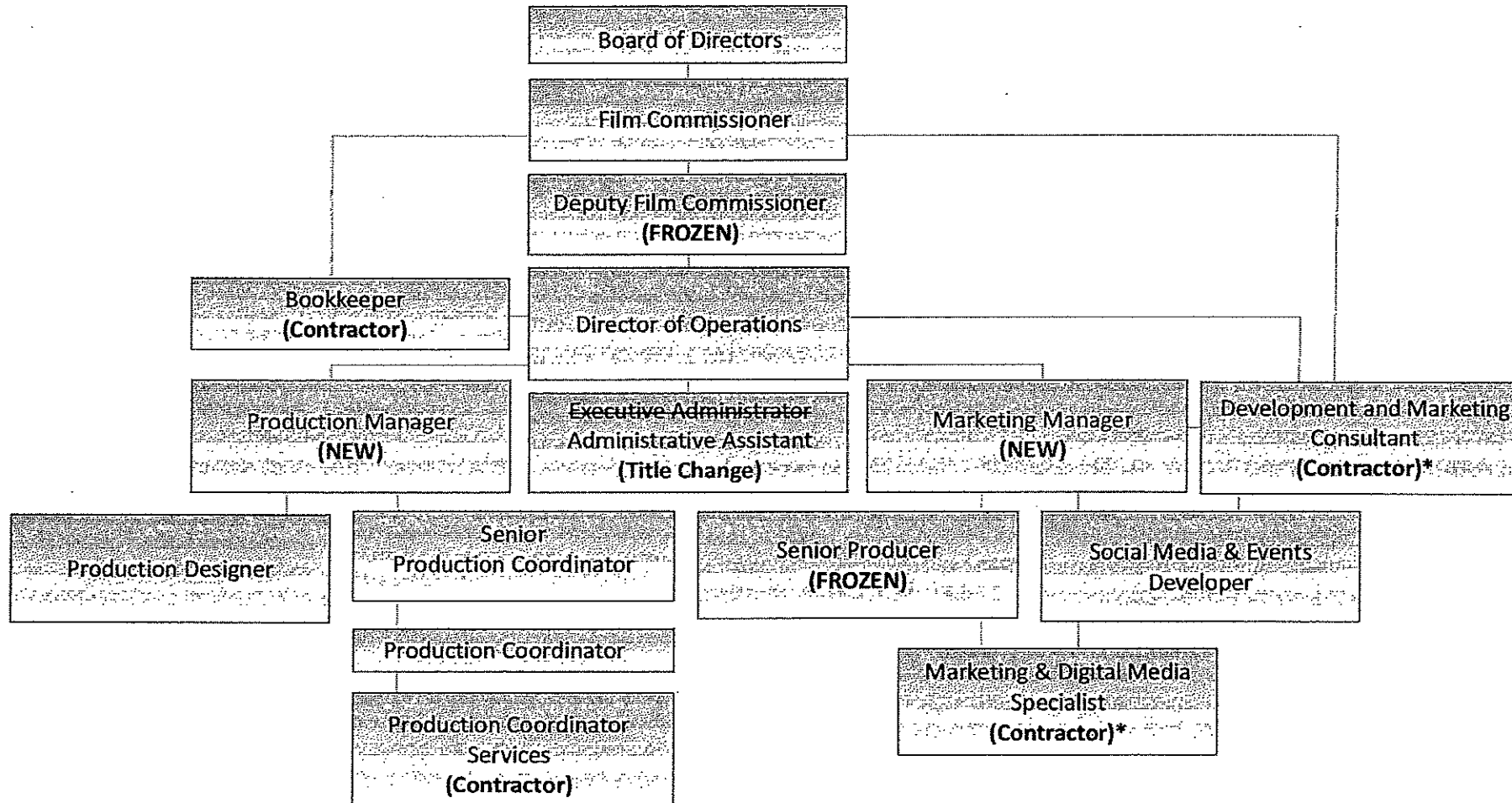
**Palm Beach County, FL**

<b><u>FY 2024 OBJECTIVES &amp; PERFORMANCE MEASURES</u></b>	<b>Actual FY22</b>	<b>Goal FY23</b>	<b>Estimated FY23</b>	<b>Projected FY24</b>	<b>Type</b>
• Collect and monitor production revenue (dollars spent in PBC). <i>Production Revenue (in the millions)</i>	\$223	\$217	\$217	\$240	Demand
•Generate hotel room nights. <i>Hotel Room Nights</i>	11,302	15,400	15,400	20,000	Demand
• Issue film permits. <i>Permits Issued</i>	302	335	335	350	Demand
• Provide professional assistance to other projects not required to pull a film permit. <i>Non-Permitted Productions</i>	196	237	237	240	Demand
• Generate production leads. <i>Total Leads</i>	237	270	270	240	Output
• Respond to leads. <i>Lead Responses</i>	232	270	270	240	Output
• Develop content marketing programs on an ongoing basis. Projects in this category include episodic television, one-off episodics, commercials and promos in-development, in-production and/or aired. <i>Develop Content Marketing Programs</i>	128	123	123	175	Output
• Generate unique visitors to the website. <i>Website Unique Visitors</i>	22,779	29,580	29,580	25,000	Demand



EXHIBIT "J"

**FTC ORGANIZATIONAL CHART – FY24**



\*These contracted support positions are classified and funded under Marketing and Digital Media Services

Exhibit "N"  
Diversity Schedule

Organization Name:

Film & TV Commission

Ethnicity Key %	TOTAL STAFF MAY 2023					TOTAL STAFF MARCH 2022					TOTAL STAFF MAY 2021				
	Female	Male	Total Staff	Ethnicity %		Female	Male	Total Staff	Ethnicity %		Female	Male	Total Staff	Ethnicity %	
	White	Black	Hispanic	Asian	Other	White	Black	Hispanic	Asian	Other	White	Black	Hispanic	Asian	Other
<b>Senior Management</b>	1		1	100%		1	1	2	100%		1	1	2	100%	
				0%					0%				0	0%	
		1	1	0%			1	1	0%				0	0%	
				0%					0%				0	0%	
				0%					0%				0	0%	
<b>Total</b>	1	1	2	100%		1	2	3	100%		1	1	2	100%	
<b>Professional</b>		2	2	50%					50%		2	0	2	50%	
	1		1	25%		1		1	25%		1		1	25%	
				0%		1		1	0%				0	0%	
				0%					0%				0	0%	
	1		1	25%		1		1	25%		1		1	25%	
<b>Total</b>	2	2	4	100%		3	0	3	100%		4	0	4	100%	
<b>Administrative &amp; Clerical</b>				0%					0%				0	0%	
				0%					0%				0	0%	
				100%					100%			1	1	100%	
				0%					0%				0	0%	
				0%					0%				0	0%	
<b>Total</b>	0	0	0	100%		0	0	0	100%		0	1	1	100%	
<b>Total Agency</b>	1	2	3	57%		1	1	2	57%		3	1	4	57%	
	1		1	14%		1		1	14%		1		1	14%	
		1	1	14%			1	2	14%			1	1	14%	
			0	0%				0	0%				0	0%	
	1		1	14%		1		1	14%		1		1	14%	
<b>Total</b>	3	3	6	100%		3	2	6	100%		5	2	7	100%	



Exhibit "O"

PALMBEA-18

JZAMBRANO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Plastridge Insurance Agency, 820 NE 6th Avenue, Delray Beach, FL 33483. CONTACT NAME: JANETT. PHONE: (561) 276-5221. FAX: (561) 276-5244. E-MAIL ADDRESS: delraydocs@plastridge.com. INSURER(S) AFFORDING COVERAGE: Evanston Insurance Co. (35378), Employers Preferred Ins. Co. (10346), Travelers Casualty & Surety (19038).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, Crime, and Directors & Officers.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER IS LISTED ON POLICY AS ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY. 401K-Pension Bond limit \$150,000 - Ohio Casualty Insurance Co. #LSF218491 - 10/1/22-23.

CERTIFICATE HOLDER: Palm Beach County c/o Tourist Development Council, 2195 Southern Blvd Suite 500, West Palm Beach, FL 33406. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]