

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 7, 2025	☒	Consent	☐	Regular
	☐	Ordinance	☐	Public Hearing
Department				

Submitted By: TOURIST DEVELOPMENT COUNCIL

Submitted For: TOURIST DEVELOPMENT COUNCIL

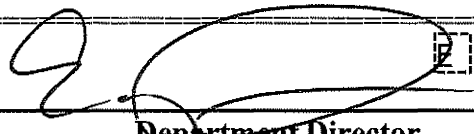
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Retroactive Third Amendment (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 \$5,275,142 during the period of October 1, 2025 through September 30, 2026.

Summary: The Amendment adds new Article 37 – Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern, and Article 38 – Human Trafficking Affidavit, which includes the Affidavit as Exhibit E. The Amendment updates Section 7, Other Policies, deleting Exhibit N Diversity of Staff and adding to the list of required policies, Exhibit E Human Trafficking Affidavit, and replaces Section 9, updating the Nondiscrimination provision. The Amendment also updates for Fiscal Year 2026: 1) Exhibit A – Annual Budget for an amount not to exceed \$2,538,052 in contractual services, \$281,310 in County Direct, \$75,000 in Special Projects, and \$2,380,780 in reserves, for a total of \$5,275,142; 2) Exhibit D – Travel & Entertainment Policy; 3) Exhibit F – Performance Measures; 4) Exhibit I – Salary Ranges; 5) Exhibit J – Organizational Chart; and 6) Exhibit O – Certificate of Insurance. The Tourist Development Council recommends approval of the Third Amendment. Countywide (YBH)

Background and Justification: Under the current Agreement, as amended, Film develops and implements an Annual Marketing Plan to promote tourism, for which the County provides funding through bed tax dollars. 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 (5) years, through September 30, 2027, and the Amendment updates the Agreement’s Annual Budget for Fiscal Year 2026. The Amendment adopts new Exhibits A (Annual Budget), Exhibit D (Travel& Entertainment Policy), Exhibit E (Florida Statutes 787.06 Affidavit), Exhibit F(Performance Measures), Exhibit I (Salary Ranges), Exhibit J (Organizational Chart), and Exhibit O (Certificate of Insurance).

- Attachment:**
1. Third Amendment with Exhibits A, D, E, F, I, J, and O (2)

Recommended by: 	Date: <u>9/2/25</u>
Department Director	

Approved By: 	Date: <u>9/2/25</u>
Chief Deputy County Administrator	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	\$5,275,142	TBD	TBD	TBD	TBD
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$5,275,142	TBD	TBD	TBD	TBD
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No
Is this Item using State funds? Yes 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:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

 9/8/2025
 AB 9/8 OFMB

 9/16/25
 Contract Dev. and Control 26r 9.16.25

B. Approved as to form and Legal Sufficiency:

MB/L 9/18/28
Assistant County Attorney

C. Approved as to Terms and Conditions:

Department Director

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

**THIRD 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 THIRD AMENDMENT (Amendment) is made and entered into this 7th day of October, 2025, 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 PALM BEACH COUNTY FILM AND TELEVISION COMMISSION, INC. (FILM) (collectively, Parties).

WITNESSETH:

WHEREAS, the COUNTY and FILM entered into the five-year Agreement, as amended on September 19, 2023 (R2023-1355) and August 20, 2024 (2024-0995), whereby FILM develops and implements an Annual Marketing Plan for attracting tourism in Palm Beach County; and

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

WHEREAS, the Parties agree to further amend the Agreement, as provided herein.

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. The above recitations are true and correct and incorporated herein.
2. Section 7 is deleted in its entirety and replaced as follows:
 7. Other Policies. FILM shall, in performance of its duties, adhere to and act in conformity with the policies set forth in the following attachments:
 - Exhibit “A” Annual Budget
 - Exhibit "B" Moving Expense Reimbursement for Employees Hired in Selected Positions
 - Exhibit “C” Supervision of Student Interns
 - Exhibit "D" Travel and Entertainment Policy
 - Exhibit “E” Human Trafficking Affidavit
 - Exhibit “F” Performance Measures
 - Exhibit “G” County PPM CW-O-0031 & PZ&B Code Sec. 6.4

- Exhibit “H” Salary Policy
- Exhibit “T” Salary Ranges
- Exhibit “J” Organizational Chart
- Exhibit “K” Conflict of Interest
- Exhibit “L” Sponsorships
- Exhibit “M” Procurement

The provision of this Agreement, including the policies set forth in Exhibits listed above shall have control over any provisions of FILM’s guidelines, policies, and procedures which may be in conflict with the provisions, except any guideline, policy, or procedure which may hereafter be adopted by FILM and approved by the COUNTY.

3. Section 9 is deleted in its entirety and replaced as follows:

9. Nondiscrimination. The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, FILM warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, FILM represents and warrants that it will comply with the COUNTY’s Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, FILM shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall FILM retaliate against any person for reporting instances of such discrimination. FILM shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY’s relevant marketplace in Palm Beach County. FILM understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to any third party. FILM shall include this language in its subcontracts.

4. Section 37 is added to the Agreement as follows:

37. Disclosure of Foreign Gifts and Contracts with Foreign Countries of Concern. Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, FILM certifies that it has disclosed any current or prior interest of any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grantor gift was received or in force at any time during the previous five (5) years.

5. Section 38 is added to the Agreement as follows:

38. Human Trafficking Affidavit. FILM warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. FILM has executed Exhibit "E", Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

6. Exhibits "A", "D" "F", "I", "J", and "O" of the Agreement, as amended, are hereby deleted in their entirety and replaced with Exhibit "A" (Annual Budget), Exhibit "D" (Travel & Entertainment), Exhibit "F" (Performance Measures), Exhibit "I" (Salary Ranges), Exhibit "J"(Organizational Chart), and Exhibit "O" (Certificate of 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, as amended, shall remain in full force and effect.

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

ATTEST:
MICHAEL A. CARUSO
CLERK & COMPTROLLER

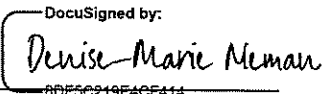
PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners

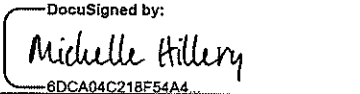
By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

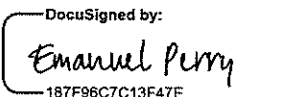
ATTEST:

PALM BEACH COUNTY FILM AND COMMISSION, INC.

By: 
Denise-Marie Nieman, Chair

By: 
Michelle Hillery, Film Commissioner

Approved as to Terms and Conditions


Emanuel Perry
TDC Executive Director

Approved as to Form and Legal Sufficiency


Yelizaveta B. Herman,
Assistant County Attorney

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

Film & Television Commission FY26 Contract	Actual FY 2023	Actual FY 2024	Adopted Budget FY 2025	Modified Budget FY 2025	Forecast FY 2025	Budget FY 2026
Total Film & Television Commission Contract	\$ 948,286	\$ 1,894,469	\$ 2,366,087	\$ 2,366,087	\$ 2,366,087	\$ 2,538,052
Marketing Stimulus	\$ 644,990	\$ -	\$ -	\$ -	\$ -	\$ -
County Direct	\$ 116,681	\$ 127,649	\$ 177,936	\$ 171,807	\$ 166,729	\$ 281,310
Beach Payback	\$ 86,200	\$ -	\$ -	\$ -	\$ -	\$ -
Special Projects	\$ 86,200	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Total Film & Television Commission Expenses	\$ 1,882,357	\$ 2,022,118	\$ 2,544,023	\$ 2,537,894	\$ 2,532,816	\$ 2,894,362
Reserves	\$ 2,140,284	\$ 2,703,315	\$ 1,947,964	\$ 2,511,333	\$ 2,767,154	\$ 2,380,780
Total Film & Television Expense Budget	\$ 4,022,641	\$ 4,725,433	\$ 4,491,987	\$ 5,049,227	\$ 5,299,970	\$ 5,275,142

PALM BEACH COUNTY
TouristDevelopment Council
Film and Television Commission
Exhibit "A" Continued

	Actual	Adopted Budget	Modified Budget	Forecast	Proposed Budget
	FY24	FY25	FY25	FY25	FY26
<u>Personnel</u>					
Wages & Salaries	601,788	792,894	792,894	792,894	808,396
Employee Benefits	131,267	210,082	210,082	210,082	237,357
Payroll Taxes	46,454	61,012	61,012	61,012	63,148
Bookkeeping/Contract Labor	60,900	59,100	59,100	59,100	59,100
Total Personnel	840,410	1,123,088	1,123,088	1,123,088	1,168,000
<u>Marketing & Promotion</u>					
Fulfillment	-832	2,000	2,000	2,000	2,500
Printing & Binding Outside	0	5,000	5,000	5,000	5,000
Sales & Promotion	4,440	2,000	2,000	2,000	3,000
Consumer Trade Shows	7,921	15,000	15,000	15,000	20,000
Fam Tour	0	2,000	2,000	2,000	2,000
Promotional Items	16,099	10,000	10,000	10,000	10,000
Advertising	17,857	25,000	25,000	25,000	25,000
Collateral	2,289	5,000	5,000	5,000	3,000
Public Relations/Website/Social Media	4,727	20,000	20,000	20,000	15,000
Marketing & Digital Media	1,390	80,000	80,000	80,000	75,000
Development & Sponsorships	930,568	1,000,000	1,000,000	1,000,000	1,100,000
Total Marketing & Promotion	984,459	1,166,000	1,166,000	1,166,000	1,260,500
<u>General & Administrative</u>					
Legal	88	1,500	1,500	1,500	1,500
Insurance	6,950	13,300	13,300	13,300	13,500
Audit & Tax	18,875	18,000	18,000	18,000	20,000
Other Admininstration Expense	7,669	6,000	6,000	6,000	8,000
Communication Services	2,523	3,000	3,000	3,000	3,000
Network Expense	0	0	0	0	0
Office Supplies	3,161	4,000	4,000	4,000	4,000
Office Furniture & Equipment	2,714	5,200	5,200	5,200	5,000
DP Software & Accessories	1,301	4,000	4,000	4,000	4,000
Books Publications & Subscriptions	12,450	5,000	5,000	5,000	14,000
Dues & Memberships	11,433	7,000	7,000	7,000	12,000
Machinery & Equipment	819	8,000	8,000	8,000	22,552
Travel & Per Diem	1,618	2,000	2,000	2,000	2,000
Total General & Administrative	69,600	77,000	77,000	77,000	109,552
Total Film & Television Commission Contract	1,894,469	2,366,088	2,366,088	2,366,088	2,538,052
<u>County Direct Cost</u>					
Operating Expense-Indirect (TDC)	44,090	90,349	90,349	77,674	185,832
ISS Enterprise Services	5,722	6,836	6,836	6,836	10,263
Tax Collector Commissions	37,031	35,937	35,937	37,405	38,160
BOCC - Indirect Costs (CAM)	38,049	39,690	39,690	39,690	41,950
Inspector General Fee	2,757	4,841	4,841	4,841	5,105
Data Procssng Sftwre/Accessres Exp		283	283	283	
Tourism Master Plan Initiative - (Special Projects)					75,000
Transfers Out - Beach Program FD 1456					
Total County Direct Cost	127,649	177,935	177,935	166,728	356,310
Total Film & Televsion Commission Expense	2,022,118	2,544,023	2,544,023	2,532,816	2,894,362
Total Film & Television Commission Reserve	2,703,315	1,947,961	2,511,332	2,767,154	2,380,780
Total Film & Televsion Commission Available Funds	4,725,433	4,491,984	5,055,355	5,299,970	5,275,142

EXHIBIT "D"

TRAVEL & ENTERTAINMENT POLICY

Pursuant to Section 125.0104, Florida Statutes, the following policy shall govern the reimbursement of travel and entertainment expenses incurred by employees of the Palm Beach County Film Commission, Inc. ("AGENCY") in connection with the performance of the promotional services under this Agreement.

As set forth below, expenditures for transportation, lodging, meals, and other reasonable and necessary items and services in connection with AGENCY's performance of the promotional services under this Agreement are authorized. AGENCY shall be reimbursed for the actual, reasonable, and necessary costs-as ultimately determined by the Executive Director of the Tourist Development Council (TDC)-for travel, meals, lodging, and incidental expenses of AGENCY's employees when meeting with travel writers, tour brokers, or other persons connected with the tourist industry, such as tourism meeting planners and tourism influencers, and while attending or traveling in connection with travel or trade shows, conventions, and professional education events related to AGENCY's performance under this Agreement.

I. APPROVAL OF EXPENDITURES

A. Receipts. All travel and entertainment-related expenditures in excess of \$10 shall be substantiated by receipts ("Receipts").

B. Justification. A complete and detailed justification for all travel and entertainment-related expenditures shall be shown on the travel expense voucher or attached thereto ("Justification"). The Justification shall provide sufficient information to establish that the expenditures were reasonable and necessary in connection with the performance of promotional and other duties of the AGENCY pursuant to this Agreement.

C. Agency Approval. All travel, including review of Receipts and Justification shall, in the first instance, be approved by the traveler's supervisor at AGENCY, or his/her designee ("Agency Approval"). For reimbursements for expenses incurred by AGENCY's President/CEO, Agency Approval shall be obtained from the chair of AGENCY's board or the chair of AGENCY's executive committee, as applicable.

D. TDC Approval. After obtaining Agency Approval, the AGENCY shall submit the reimbursement packet, including the Receipts, Justification, and documentation reflecting Agency Approval, to the Executive Director of the TDC for a final determination of whether the expenses are reimbursable ("TDC Approval"). This determination by the Executive Director of TDC as to the reasonable and necessary costs of expenditures shall be final.

E. Reimbursement. The packet containing the Receipts, Justification, Agency Approval, and TDC Approval (collectively, the "Reimbursement Package") shall be submitted to the Clerk

& Comptroller ("Clerk") for reimbursement payment. The fact that the Reimbursement Packet contains TDC Approval indicates that all Receipts and the Justification provided are sufficient to establish that the expenditures are reimbursable, reasonable, and necessary, as determined by the Executive Director of TDC. Only upon confirmation that the Reimbursement Package is complete, i.e., that it contains the required Receipts, Justification, Agency Approval, and TDC Approval, payment shall be remitted by the Clerk for reimbursement. Nothing in this Agreement shall in any way limit the Clerk's legal authority to perform any pre-disbursement audits in connection with remitting any payments under this Agreement.

With the exception to the per diem limit for foreign travel under Section III(A) herein, the below information is for guidance only. The Executive Director of the TDC retains the right to determine whether any and all expenses are reasonable, necessary, and reimbursable based on his/her review of the relevant information, including the Receipts, Justification, and Agency Approval.

II. DOMESTIC TRAVEL

A. Per Diem Limit for Domestic Travel. Expenses related to domestic travel are presumed to be reasonable if they comply with the per diem limit by city as shown in the most recently published Business Travel News Per Diem ("Per Diem Limit") schedule. If a city is not listed in the per diem schedule, the Per Diem Limit of the closest city in the same state, by proximity, shall apply. Any departure from the Per Diem Limits shall be presumed to be excessive unless the reasonableness of the expenditure is satisfactorily proven to the Executive Director of the TDC in the Justification.

Meal expenditures may be combined such that the daily total does not exceed the Per Diem Limit. However, entertainment expenses that include a meal during the same day, or during a day when the traveler arrives or departs from a city, shall not be duplicative of meal expenditures. The maximum gratuity on any meal is twenty percent (20%); provided, however, that in any case where the gratuity is included in the bill presented for the meal, then the gratuity will be reimbursed in the full amount assessed by the serving establishment. Snacks/beverages between meals are allowed as long as the overall per diem limit is not exceeded. Miscellaneous incidental expenses may be reimbursed upon review of the reimbursement package. Any meal included in the registration fee of any convention, trade show or conference, will be deducted from the Per Diem Limit and the Entertainment limits provided in Section IV.

B. Domestic Air Travel. The most economical class that is reasonable under the circumstances shall be utilized, In addition, following provisions will be presumed reasonable and necessary: 1) luggage fees; 2) flight change fees; 3) cancellation insurance; ; 4) seat reservation; 5) Wi-Fi charges.

C. Lodging. Room rates, taxes, fees, parking, and internet are the only allowable room charges. Room folios must be provided as back up for reimbursement. No other expenses should be charged to the room folio including room service, absent an acceptable justification. A late arrival to a city after a lengthy trip may qualify for reasonable room service expenses, subject to the Per Diem Limit.

D. Mileage, Parking, Taxi and Tolls. The allowable mileage reimbursement will be

computed on the basis of either the shorter distance from the point of origin to the point of destination or the traveler's official headquarters to the point of destination. Printouts from a web-mapping server (such as MapQuest or Google Maps) are required to substantiate mileage requested for reimbursement. Actual costs of parking and tolls shall be reimbursed if substantiated by the Receipt provided in accordance with Section I above. Transportation Receipts, regardless of form, shall be accepted, including, but not limited to, Receipts relating to transportation provided by taxi, Uber, Lyft and/or any other shared economy transportation company. Transponder toll rental fees in rental cars shall be accepted for reimbursement as shown on applicable Receipts, which may include charges evidenced on car rental agreements. For parking expenses while staying at hotel, the Hotel Folio is sufficient support as long as the parking charge is clearly marked for each day of parking incurred. Electronic parking meter receipts via text, email, SunPass printout, or any other similar Receipts shall be acceptable. Normal commute mileage ("Normal Commute Mileage") for the Normal Workday is not reimbursable when departing from home to an event or meeting, or from an event or meeting returning home. The Normal Commute Mileage shall be deducted from the overall mileage reimbursement request. Mileage incurred on weekends or United States holidays shall not constitute Normal Commute Mileage and shall be reimbursable. Mileage shall be reimbursed at IRS published rates multiplied by the mileage incurred, as evidenced from Google Maps, MapQuest, or a similar platform, rounded to the nearest cent. This paragraph shall apply for domestic and foreign travel alike.

III. FOREIGN TRAVEL

The below information shall govern all foreign travel (outside the United States).

A. Per Diem Limit For Foreign Travel. The cost of per diem and incidental expenses of AGENCY’s employees for foreign travel shall be reimbursed at the rates specified in the federal publication “Standardized Regulations (Government Civilians, Foreign Areas).” In that publication, lodging is reported separately from meals and incidental expenses, followed by a combined daily rate. The breakdown of rates by meals and incidentals is found in Appendix B to the publication. Any meal included at any convention, trade show or conference, will be deducted from the Per Diem Limit, and the Entertainment limits, provided in Section IV.

B. Foreign Air Travel. The most economical class that is reasonable under the circumstances shall be utilized. For flights longer than five (5) hours (excluding layovers) business class will be presumed reasonable. In addition, the following shall be presumed reasonable and necessary: 1) luggage fees; 2) flight change fees; 3) cancellation insurance; 4) seat reservation; 5) Wi-Fi charges.

C. Lodging. Room rates, taxes, fees, parking, and internet are the only allowable room charges. No other expenses should be charged to the room folio including room service, absent an acceptable justification. A late arrival to a city after a lengthy trip may qualify for reasonable room service expenses, subject to the Per Diem Limit.

D. Exchange Rate. Reimbursement Packages containing a mix of cash and credit card expenses shall be reimbursed using(a)for credit card charges, the actual rate of exchange shown on the credit card statement for each charge and (b) for cash expenses, the average of the Interbank Rate for eligible cash expenditures incurred during the time the traveler was in the country, as published by OANDA.com. As applicable, evidence of the average rate as published by OANDA.com shall be attached to each Reimbursement Package. Reimbursement Packages that have only credit card charges shall be

reimbursed at the same rate as shown on the credit card statement of the traveler, which shall be attached to the Reimbursement Package.

E. Multiple Countries. When traveling in multiple countries on the same trip, a separate Reimbursement Package for each country shall be provided.

IV. ENTERTAINMENT

Entertainment expenses are those incurred while meeting with travel writers, tour brokers, or other persons connected with the tourist industry, such as tourism meeting planners and tourism influencers. The Justification shall provide sufficient detail to substantiate all entertainment costs, including names and affiliations of those entertained, and AGENCY employees in attendance. Entertainment expenses shall be limited to the following maximum amounts per person per day, as approved in advance by the traveler’s supervisor at AGENCY or his/her designated senior level management employee as set forth in Section I(c).

Breakfast	\$40.00	A maximum Twenty Percent (20%) gratuity may be added to these limits.
Lunch:	\$80.00	
Dinner:	\$120.00	

The above limits are before taxes and other expenses associated with the event during which the meal is served. Items such as invitations, entertainment, room rental, and beverages served at a reception, photography and special decorations are not included in the aforementioned limitations.

In cases where a facility has required payment for a guaranteed minimum number of attendees, such limits shall be calculated based on the guaranteed minimum number. Each reimbursement shall include names and affiliations of those entertained, and the staff in attendance.

This entertainment policy shall apply to domestic and foreign travel alike.

V. EXPENSE REPORTS

Requests for reimbursement for travel and entertainment expenses are to be made utilizing the standard Agency expense report form or the electronic expense system, as updated from time to time. (“Expense Report”). These Expense Reports may be generated by AGENCY electronic travel expense recording systems. The TDC retains the right to reject any Expense Report for failure to sufficiently identify and document expenses or otherwise meet documentation requirements as determined by the Executive Director for the TDC. Each Expense Report shall receive the required Agency Approval as defined herein.

Where Exceptions/Interpretations to this Travel and Entertainment policy are identified, the Agency will provide justification for the use of public dollars to fund these expenses and the TDC executive director or his/her designee will have the authority to review and approve or reject these exceptions.

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EXHIBIT "E"

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of the Palm Beach County Film and Television Commission, Inc. (Consultant) and attest that Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

Michelle Hilkey
(signature of officer or representative)

Michelle Hilkey, Film Commissioner
(printed name and title of officer or representative)

☒ State of Florida, County of Palm Beach

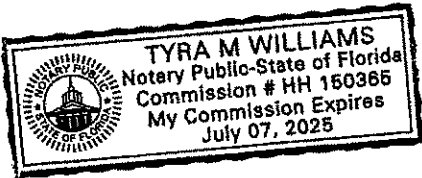
State of , County of

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization
this, 7th day of May, 2025, by Tyra Williams.

Personally known ☐ OR produced identification ☒.

Type of identification produced driver's license.

Tyra Williams
NOTARY PUBLIC
My Commission Expires:
State of FL at large



(Notary Seal)

EXHIBIT "F"
Performance Measures

FILM & TELEVISION COMMISSION					Palm Beach County, FL
<u>FY 2026 OBJECTIVES & PERFORMANCE MEASURES</u>	<u>Actual FY24</u>	<u>Goal FY25</u>	<u>Estimated FY25</u>	<u>Projected FY26</u>	<u>Type</u>
• Collect and monitor production revenue (dollars spent in PBC). <i>Production Revenue (in the millions)</i>	\$246	\$255	\$255	\$260	Demand
•Generate hotel room nights. <i>Hotel Room Nights</i>	17,599	23,000	23,000	23,000	Demand
• Issue film permits. <i>Permits Issued</i>	303	364	364	350	Demand
• Provide professional assistance to other projects not required to pull a film permit. <i>Non-Permitted Productions</i>	278	250	250	280	Demand
• Generate production leads. <i>Total Leads</i>	193	250	250	250	Output
• Respond to leads. <i>Lead Responses</i>	N/A	175	175	175	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>	229	270	270	350	Output
• Generate unique visitors to the website. <i>Website Unique Visitors</i>	47,964	40,000	49,000	50,000	Demand

Exhibit “I”
Palm Beach County Film & Television Commission
Salary Ranges

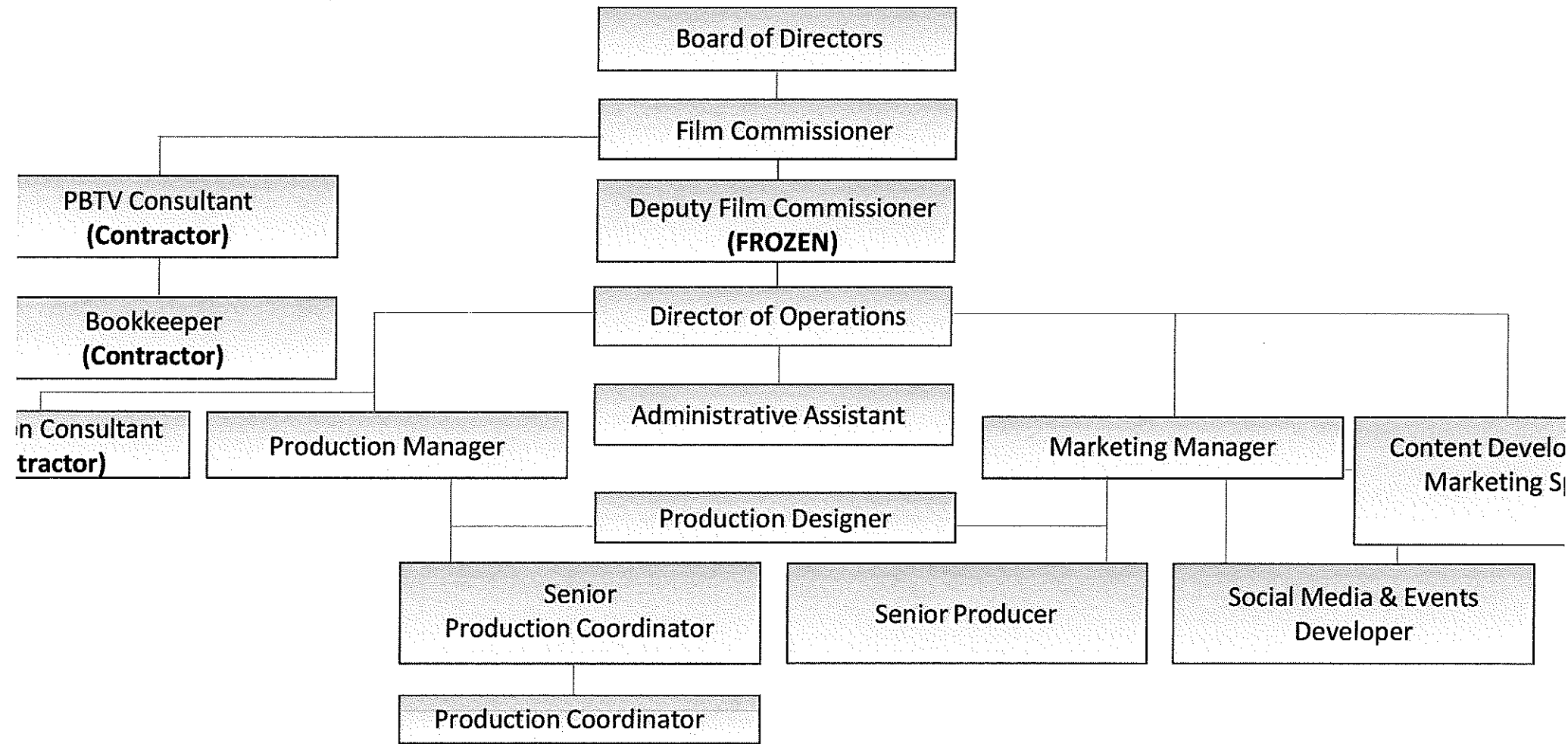
Position	Salary Range
Film Commissioner	\$125,000-\$185,400
Deputy Film Commissioner (FROZEN)	\$85,000-\$164,800
Director of Operations	\$75,000-\$108,150
Marketing Manager	\$70,000-103,000
Production Manager	\$65,000-\$97,850
Senior Producer	\$65,000-\$97,850
Production Designer	\$65,000-\$97,850
Social Media & Events Developer	\$55,000-\$87,550
Senior Production Coordinator	\$55,000-\$87,550
Production Coordinator	\$45,000-\$77,250
Administrative Assistant	\$45,000-\$77,250
Contracted Positions	Salary
Bookkeeper	\$23,400
Production Consultant	\$5,000
Development & Marketing Consultant	\$78,000
The Palm Beaches TV Consultant	\$25,000

A 3% COLA increase has been applied to salary ranges.

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FTC ORGANIZATIONAL CHART – FY26





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2024

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 (A/C, No, Ext): (561) 276-5221

FAX (A/C, No): (561) 276-5244

EMAIL: aelraya@plastridge.com

ADDRESS:

INSURER(S) AFFORDING COVERAGE

INSURER A : Evanston Insurance Co. 35378

INSURER B : Employers Preferred Ins. Co. 10346

INSURER C : Travelers Casualty & Surety 19038

INSURER D :

INSURER E :

INSURER F :

INSURED

Palm Beach County Film & Television Commission, Inc.
2195 Southern Blvd., Suite 520
West Palm Beach, FL 33406

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.											
INSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X	COMMERCIAL GENERAL LIABILITY			X	2AA415018	10/1/2024	10/1/2025	EACH OCCURRENCE	\$ 1,000,000	
		☐ CLAIMS-MADE	☐ OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)					\$ 100,000		
									MED EXP (Any one person)	\$ 5,000	
									PERSONAL & ADV INJURY	\$	
		GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000	
		☐ POLICY	☐ TRU-LOC	PRODUCTS - COMP/OP AGG					\$		
		☐ JEC-1	☐ LOC						\$		
OTHER:								\$			
A	X	AUTOMOBILE LIABILITY				2AA415018	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
		☐ ANY AUTO OWNED AUTOS ONLY	☐ SCHEDULED AUTOS	BODILY INJURY (Per person)					\$		
		☒ HIRED AUTOS ONLY	☒ NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident)					\$		
									PROPERTY DAMAGE (Per accident)	\$	
										\$	
										\$	
		UMBRELLA LIAB							EACH OCCURRENCE	\$	
		EXCESS LIAB							CLAIMS-MADE	AGGREGATE	\$
		DED							RETENTION \$		\$
B	X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			N/A	WCV700269427	10/1/2024	10/1/2025	☒ PER STATUTE	☐ OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$ 100,000	
		If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 100,000	
									E.L. DISEASE - POLICY LIMIT	\$ 500,000	
C		Crime				105513459	10/1/2024	10/1/2025	Crime	\$ 500,000	
C		Directors & Officers				105513459	10/1/2024	10/1/2025	Directors & Officers	\$ 1,000,000	

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 - 10/1/23-26.

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