

Agenda Item #: 3 **EE-3**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 6, 2026 ☒ 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: a retroactive Fourth 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 \$5,825,743 during the period of October 1, 2026, through September 30, 2027.

Summary: The Amendment replaces Section 12 – Preservation of Records, updating the requirement from three (3) years to five (5) years, Section 18 – Insurance, specifying that auto liability insurance may be covered as an endorsement under general liability, for hired non-owned vehicles, but this endorsement must be provided with certificate of insurance, changing the fidelity bond from one million dollars to five million dollars, and allowing for the purchase of a crime policy rather than a fidelity bond, and adds Section 39 – Digital Accessibility Compliance. The Amendment also updates Fiscal Year (FY) 2027: 1) Exhibit A – Annual Budget for an amount not to exceed \$2,931,000 in contractual services, \$290,754 in County Direct, and \$2,534,320 in reserves, for a total of \$5,756,074; 2) Exhibit F - Performance Measures; 3) Exhibit J – Organization Chart; and 4) Exhibit O – Insurance. The Tourist Development Council recommends approval of the Fourth 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 FY 2027. The Amendment adopts new Exhibits A (Annual Budget), Exhibit F (Performance Measures), Exhibit J (Organizational Chart), and Exhibit O (Insurance).

Attachment:
1. Fourth Amendment with Exhibits A, F, J, and O (2)

Recommended By: Emmanuel Perry E Date: 9/9/2026
ybh Department Director

Approved By: Jonathan Brown Date: 9/16/2026
Deputy County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs	\$5,825,743	TBD	TBD	TBD	TBD
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$5,825,743	TBD	TBD	TBD	TBD
#ADDITIONAL FTE POSITIONS (Cumulative)					

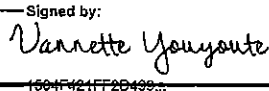
Is Item Included in Current Budget? Yes X No
Is Item using State funds? Yes No X
Does this item include the use of Federal funds? Yes No X

Budget Account No.: Fund 1451 Dept _____ U nit _____ Object _____
Reporting Category _____

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

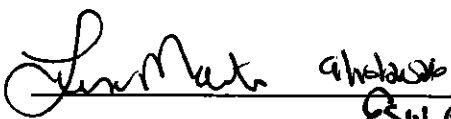
C. Department Fiscal Review:

Signed by:



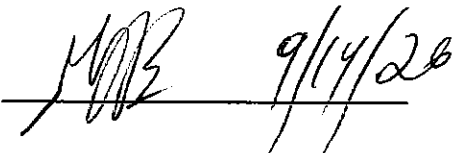
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:


OFMB


Contract Dev. and Control

B. Approved as to form and Legal Sufficiency:


Assistant County Attorney

C. Approved as to Terms and Conditions:

Department Director

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

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

THIS FOURTH AMENDMENT (Amendment) is made and entered into this day of 6th ^{October} 2026, 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 COMMISSION) (collectively, Parties).

WITNESSETH:

WHEREAS, the COUNTY and the FILM COMMISSION entered into the five-year Agreement, as amended on September 19, 2023 (R2023-1355), August 20, 2024 (R2024- 0995), and October 7, 2025 (R2025-1420), whereby the FILM COMMISSION 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 COMMISSION 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 12. A. is deleted in its entirety and replaced as follows:

12. A. Preservation of Records. The FILM COMMISSION shall maintain and preserve the records, books, documents, papers and financial information pertaining to the work performed under this Agreement. The FILM COMMISSION agrees that the COUNTY, or any of its duly authorized representatives, until the expiration of five (5) years after final payment under this Agreement or until the expiration of five (5) years after the termination of

this Agreement, whichever occurs last, shall have access to and the right to examine any pertinent books, documents, papers and records of the FILM COMMISSION. In the event that such audit is in progress at the expiration of the aforementioned five (5) year period, access to and the right to examine will continue until completion of such audit.

3. Section 18 is deleted in its entirety and replaced as follows:

18. Insurance. The FILM COMMISSION shall not commence work under this Agreement until it has obtained the types of insurance required in this paragraph and such insurance has been approved by the COUNTY.

A. Certificate of Insurance. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Commercial General Liability policy shall be endorsed to include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

The FILM COMMISSION shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The certifications shall name the COUNTY as an additional insured and clearly indicate that the FILM COMMISSION has obtained insurance of the type, amount and classification as required for strict compliance with this paragraph and to the extent allowed by the insurer, no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve the FILM COMMISSION of its liability and obligations under this Agreement.

B. Comprehensive General Liability Insurance. The FILM COMMISSION shall maintain during the life of this Agreement, comprehensive general liability insurance, including contractual liability insurance, employee fidelity insurance, in an amount no less than \$1,000,000.00 per occurrence to protect the FILM COMMISSION from claims for damages for bodily and personal injury, including death, as well as from claims for property damage which may arise from any operations by the FILM COMMISSION or by anyone directly employed by or contracting with the FILM COMMISSION.

C. Comprehensive Automobile Liability Insurance. The FILM COMMISSION shall maintain, during the life of this Agreement, and any renewal thereof, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit

for bodily injury, and property damage liability to protect the FILM COMMISSION from claims for damages, for property and personal injury, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether the operation of such automobiles be by the FILM COMMISSION or by anyone directly or indirectly employed or retained by the FILM COMMISSION. Auto Liability insurance may be covered as an endorsement under General Liability, for hired non-owned vehicles, but this endorsement must be provided with the Certificate of Insurance.

D. Worker's Compensation Insurance. The FILM COMMISSION shall maintain during the life of this Agreement, adequate workers' compensation insurance and employers' liability insurance in at least such amounts as are required by law for all of its employees in accordance with Florida Statute 440.

E. Fidelity Bond. The FILM COMMISSION shall maintain during the life of the Agreement, a Third-Party Commercial Fidelity Bond in the amount of Five Million Dollars (\$5,000,000) written on a blanket basis covering all officers, directors, employees and agents who have custody of or access to any revenues, monies, or finances. Such bonds shall include or be endorsed to cover "third party" liability and include a third-party beneficiary (loss payee) endorsement in favor of the COUNTY. In lieu of Fidelity Bond, the FILM COMMISSION may secure a Crime Policy with COUNTY named as Additional Insured or Loss Payee.

4. Section 39 is added to the Agreement as follows:

39. Digital Accessibility Compliance. FILM COMMISSION acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. FILM COMMISSION represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the COUNTY shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice. All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

FILM COMMISSION shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, FILM COMMISSION shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, FILM COMMISSION shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a timeframe specified by the COUNTY. FILM COMMISSION shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided. Failure to comply with this subsection shall constitute a material breach of this Contract.

5. Exhibits "A," "F," "J" and "O" of the Agreement, as amended, are hereby deleted in their entirety and replaced with Exhibit "A" (Annual Budget), Exhibit "F" (Performance Measures), Exhibit "J" (Organizational Chart), and Exhibit "O" (Certificate of Insurance), all attached hereto and made a part hereof.
6. This Amendment shall be retroactive to October 1, 2026, when executed by the Parties hereto.
7. All other terms and conditions of the Agreement, dated September 13, 2022, as amended, shall remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:
SHANNON RAMSEY-CHESSMAN
CLERK AND COMPTROLLER
AD INTERIM

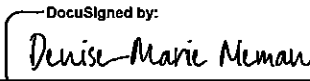
PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

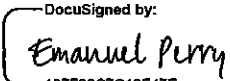
ATTEST:

PALM BEACH COUNTY FILM AND
TELEVISION COMMISSION, INC.

By: 
Denise-Marie Nieman, Chair

By: 
Michelle Hillery, Film Commissioner

APPROVED AS TO TERMS AND CONDITIONS

By: 
Emanuel J. Perry, Executive Director
Tourist Development Council

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Yelizaveta Heyman
Assistant County Attorney

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

Film & Television Commission FY27 Contract	Actual FY24	Actual FY25	Adopted Budget FY26	Modified Budget FY26	Forecast FY26	Budget FY27
Total Film & Television Commission Contract	\$ 1,894,469	\$ 2,227,116	\$ 2,538,052	\$ 2,538,052	\$ 2,538,052	\$ 2,931,000
Marketing Stimulus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Direct	\$ 127,649	\$ 141,564	\$ 281,310	\$ 281,310	\$ 279,892	\$ 289,338
Beach Payback	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Projects	\$ -	\$ -	\$ 75,000	\$ 75,000	\$ 75,000	\$ -
Total Film & Televsion Commission Expenses	\$ 2,022,118	\$ 2,368,680	\$ 2,894,362	\$ 2,894,362	\$ 2,892,944	\$ 3,220,338
Reserves	\$ 2,703,315	\$ 3,128,277	\$ 2,380,780	\$ 2,741,903	\$ 3,056,538	\$ 2,605,405
Total Film & Televsion Expense Budget	\$ 4,725,433	\$ 5,496,957	\$ 5,275,142	\$ 5,636,265	\$ 5,949,482	\$ 5,825,743

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

	Actual	Adopted Budget	Modified Budget	Forecast	Proposed Budget
	FY25	FY26	FY26	FY26	FY27
<u>Personnel</u>					
Wages & Salaries	687,491	808,396	808,396	808,396	844,117
Employee Benefits	173,569	237,357	237,357	237,357	261,831
Payroll Taxes	54,014	63,148	63,148	63,148	66,314
Bookkeeping/Contract Labor	57,398	59,100	59,100	59,100	62,483
Total Personnel	972,472	1,168,000	1,168,000	1,168,000	1,234,745
<u>Marketing & Promotion</u>					
Fulfillment	281	2,500	2,500	2,500	2,075
Printing & Binding Outside	0	5,000	5,000	5,000	5,000
Sales & Promotion	1,489	3,000	3,000	3,000	3,100
Consumer Trade Shows	29,876	20,000	20,000	20,000	22,000
Promotional Activites	0	0	0	0	11,415
Fam Tour	1,000	2,000	2,000	2,000	2,000
Promotional Items	21,179	10,000	10,000	10,000	14,000
Advertising	14,840	25,000	25,000	25,000	20,000
Collateral	9,644	3,000	3,000	3,000	10,310
Public Relations/Website/Social Media	10,974	15,000	15,000	15,000	12,000
Marketing & Digital Media	52,500	75,000	75,000	75,000	75,000
Development & Sponsorships	1,015,536	1,100,000	1,100,000	1,100,000	1,100,000
Total Marketing & Promotion	1,157,318	1,260,500	1,260,500	1,260,500	1,357,895
<u>General & Administrative</u>					
Legal	0	1,500	1,500	1,500	1,100
Insurance	8,070	13,500	13,500	13,500	10,000
Audit & Tax	23,350	20,000	20,000	20,000	21,000
Other Admininstration Expense	7,092	8,000	8,000	8,000	7,772
Communication Services	2,765	3,000	3,000	3,000	3,310
Network Expense	0	0	0	0	0
Office Supplies	3,983	4,000	4,000	4,000	4,000
Office Furniture & Equipment	4,066	5,000	5,000	5,000	4,000
DP Software & Accessories	4,274	4,000	4,000	4,000	4,000
Books Publications & Subscriptions	6,765	14,000	14,000	14,000	14,000
Dues & Memberships	5,985	12,000	12,000	12,000	11,000
Machinery & Equipment	22,681	22,552	22,552	22,552	21,000
Travel & Per Diem	8,295	2,000	2,000	2,000	3,000
Total General & Administrative	97,326	109,552	109,552	109,552	86,000
Total Film & Television Commission Contract	2,227,116	2,538,052	2,538,052	2,538,052	2,421,000
<u>County Direct Cost</u>					
Operating Expense-Indirect (TDC)	53,689	181,801	181,801	181,801	181,801
ISS Enterprise Services	4,900	10,263	10,263	10,263	10,773
Tax Collector Commissions	39,967	40,773	40,773	40,773	41,113
BOCC - Indirect Costs (CAM)	39,952	41,950	41,950	41,950	42,343
Inspector General Fee	3,056	5,105	5,105	5,105	5,814
Tourism Master Plan Intiative - (Special Projects)		75,000	75,000	75,000	0
Transfers Out - Beach Program FD 1456		0	0	0	0
Total County Direct Cost	141,564	356,390	356,390	354,892	261,831
Total Film & Televsion Commission Expense	2,368,680	2,894,362	2,894,362	2,892,944	2,682,831
Total Film & Television Commission Reserve	3,128,277	2,930,780	2,741,903	3,056,538	2,613,405
Total Film & Televsion Commission Available Funds	5,496,957	5,825,142	5,636,265	5,949,482	5,296,236

Definition of Program and Services

The Palm Beach County Film and Television Commission’s (FTC) mission is to enhance business tourism and generate positive impact on the local economy through the entertainment production industry. The FTC accomplishes this by attracting on-location production, educating our local workforce, and providing superior services to both the visiting and indigenous production community. In addition, and on behalf of the Tourist Development Council, the FTC manages and oversees content for The Palm Beaches TV (PBTv), the County’s official tourism TV channel now streaming more than 140 hours of tourism-branded, family-friendly content. To that capacity, the FTC will:

- provide superior 24-hour client services, free and easy One-Stop permitting, production and location assistance, lead responses and other production-related support services
- market The Palm Beaches as a world-class production destination through digital and print advertising
- support and participate in local film festivals, industry related events, workshops and education programs
- administer a state-of-the-art website featuring on-line permitting, production information, a searchable locations database, streaming video, industry news, press releases and job opportunities
- produce Florida’s largest student film competition and awards show, the Student Showcase of Films
- publish a monthly industry newsletter
- produce a weekly PBTv NOW web series on YouTube
- co-produce a daily (Mon-Fri) half-hour lifestyle show w/ WFLX FOX29, featuring curated content from PBTv
- collect, report and maintain statistical and historical information
- manage the County’s official tourist TV Channel through the initiative outlined in the Sponsorship and Development Program

Program Objectives for FY27

1. Collect, track and report production revenue (dollars spent in PBC)
2. Generate hotel room nights
3. Issue film permits
4. Provide professional assistance to projects not required to pull a film permit
5. Generate production leads
6. Monitor and report lead conversions
7. Develop and sponsor tourism-branded content for The Palm Beached TV with distribution outside of PBC
8. Drive unique visitors to the FTC and PBTv websites

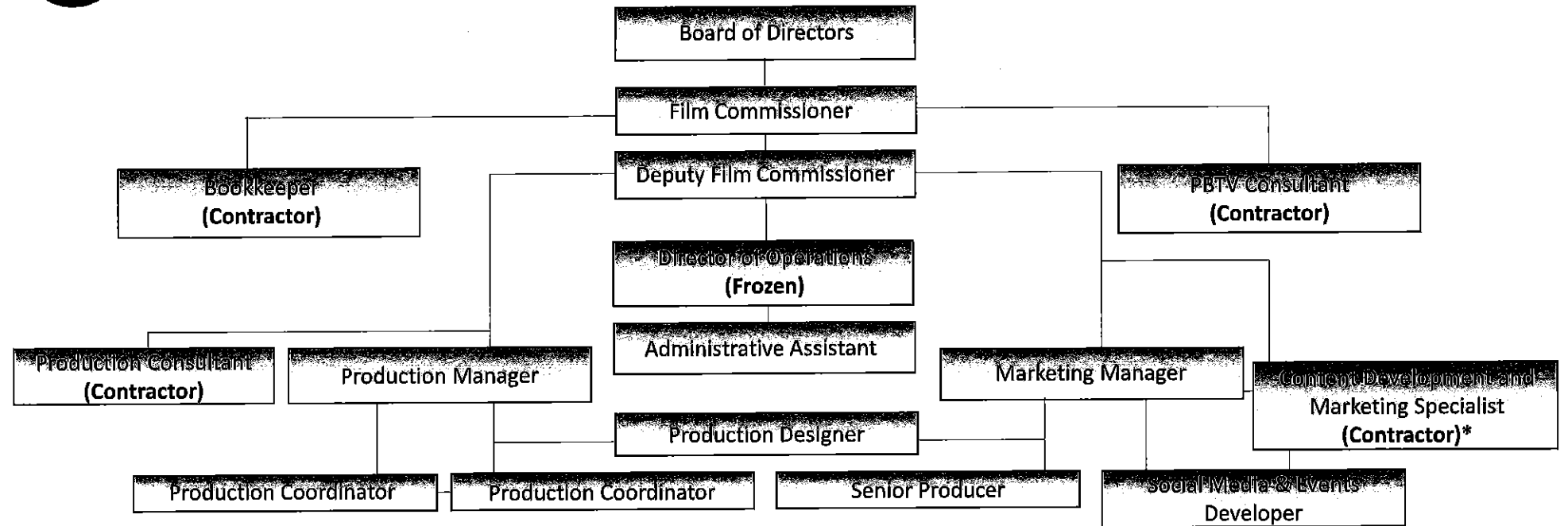
Performance Measures	FY24 Actual	FY25 Actual	FY26 Goal	FY26 Estimated	FY27 Projected
1. Production Revenue (in the millions)	\$246	\$252	\$260	\$260	\$265
2. Hotel Room Nights	17,599	16,756	23,000	23,000	23,500
3. Permits Issued	303	347	350	350	360
4. Non-Permitted Productions	278	267	280	280	285
5. Total Leads	193	232	250	250	250
6. Lead Conversions (70% rate)	N/A	81	175	175	175
7. Develop Content Marketing Programs*	229	272	350	350	400
8. Website Unique Visitors	47,964	96,682	50,000	95,000	100,000

*Each unit represents one half-hour program.



Exhibit J

FTC ORGANIZATIONAL CHART – FY27



*This contracted support position is classified and funded under Marketing and Digital Media Services.



PALMBEA-18

JZAMBRANO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/14/2026

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: PHONE (A/C, No, Ext): (561) 276-5221 FAX (A/C, No): (561) 276-5244 E-MAIL ADDRESS: delraydocs@plastridge.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Evanston Insurance Co.	
		INSURER B: Employers Preferred Ins. Co.	
		INSURER C: Travelers Casualty & Surety	
		INSURER D: Ohio Casualty Insurance Co.	
		INSURER E:	
		INSURER F:	

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		2AA461979	10/1/2026	10/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			2AA461979	10/1/2026	10/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV700269429	10/1/2026	10/1/2027	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Crime			105513459	10/1/2026	10/1/2027	Crime Policy \$ 5,000,000
D	Bonds			LSF218491	10/1/2023	10/1/2026	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 as respects General Liability were required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County - Board County Commissioners, a Political Subdivision of the State of Florida its Officers, employees and agents. 100 Australian Ave, Suite 500 West Palm Beach, FL 33406	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

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

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

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- 1. The above recitations are true and correct and incorporated herein.
- 2. Section 12. A. is deleted in its entirety and replaced as follows:

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this Agreement, whichever occurs last, shall have access to and the right to examine any pertinent books, documents, papers and records of the FILM COMMISSION. In the event that such audit is in progress at the expiration of the aforementioned five (5) year period, access to and the right to examine will continue until completion of such audit.

3. Section 18 is deleted in its entirety and replaced as follows:

18. Insurance. The FILM COMMISSION shall not commence work under this Agreement until it has obtained the types of insurance required in this paragraph and such insurance has been approved by the COUNTY.

A. Certificate of Insurance. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Commercial General Liability policy shall be endorsed to include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

The FILM COMMISSION shall furnish Certificates of Insurance to the COUNTY prior to the commencement of operations. The certifications shall name the COUNTY as an additional insured and clearly indicate that the FILM COMMISSION has obtained insurance of the type, amount and classification as required for strict compliance with this paragraph and to the extent allowed by the insurer, no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Compliance with the foregoing requirements shall not relieve the FILM COMMISSION of its liability and obligations under this Agreement.

B. Comprehensive General Liability Insurance. The FILM COMMISSION shall maintain during the life of this Agreement, comprehensive general liability insurance, including contractual liability insurance, employee fidelity insurance, in an amount no less than \$1,000,000.00 per occurrence to protect the FILM COMMISSION from claims for damages for bodily and personal injury, including death, as well as from claims for property damage which may arise from any operations by the FILM COMMISSION or by anyone directly employed by or contracting with the FILM COMMISSION.

C. Comprehensive Automobile Liability Insurance. The FILM COMMISSION shall maintain, during the life of this Agreement, and any renewal thereof, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit

for bodily injury, and property damage liability to protect the FILM COMMISSION from claims for damages, for property and personal injury, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether the operation of such automobiles be by the FILM COMMISSION or by anyone directly or indirectly employed or retained by the FILM COMMISSION. Auto Liability insurance may be covered as an endorsement under General Liability, for hired non-owned vehicles, but this endorsement must be provided with the Certificate of Insurance.

D. Worker's Compensation Insurance. The FILM COMMISSION shall maintain during the life of this Agreement, adequate workers' compensation insurance and employers' liability insurance in at least such amounts as are required by law for all of its employees in accordance with Florida Statute 440.

E. Fidelity Bond. The FILM COMMISSION shall maintain during the life of the Agreement, a Third-Party Commercial Fidelity Bond in the amount of Five Million Dollars (\$5,000,000) written on a blanket basis covering all officers, directors, employees and agents who have custody of or access to any revenues, monies, or finances. Such bonds shall include or be endorsed to cover "third party" liability and include a third-party beneficiary (loss payee) endorsement in favor of the COUNTY. In lieu of Fidelity Bond, the FILM COMMISSION may secure a Crime Policy with COUNTY named as Additional Insured or Loss Payee.

4. Section 39 is added to the Agreement as follows:

39. Digital Accessibility Compliance. FILM COMMISSION acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. FILM COMMISSION represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Contract that may be electronically displayed, accessed, distributed, or made available to the public by the COUNTY shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice. All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery.

FILM COMMISSION shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Contract. Upon request, FILM COMMISSION shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, FILM COMMISSION shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a timeframe specified by the COUNTY. FILM COMMISSION shall ensure that any third-party digital content or platforms used in performance of this Contract either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided. Failure to comply with this subsection shall constitute a material breach of this Contract.

5. Exhibits "A", "F", "J" and "O" of the Agreement, as amended, are hereby deleted in their entirety and replaced with Exhibit "A" (Annual Budget), Exhibit "F" (Performance Measures), Exhibit "J" (Organizational Chart), and Exhibit "O" (Certificate of Insurance), all attached hereto and made a part hereof.
6. This Amendment shall be retroactive to October 1, 2026, when executed by the Parties hereto.
7. All other terms and conditions of the Agreement, dated September 13, 2022, as amended, shall remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

ATTEST:
SHANNON RAMSEY-CHESSMAN
CLERK AND COMPTROLLER
AD INTERIM

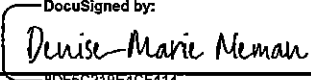
PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS:

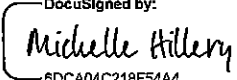
By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

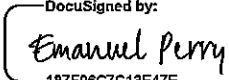
ATTEST:

PALM BEACH COUNTY FILM AND
TELEVISION COMMISSION, INC.

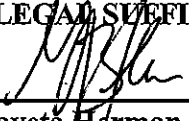
By: 
Denise-Marie Nieman, Chair

By: 
Michelle Hillery, Film Commissioner

APPROVED AS TO TERMS AND CONDITIONS

By: 
Emanuel J. Perry, Executive Director
Tourist Development Council

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Yelizaveta Herman
Assistant County Attorney

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

Film & Television Commission FY27 Contract	Actual FY24	Actual FY25	Adopted Budget FY26	Modified Budget FY26	Forecast FY26	Budget FY27
Total Film & Television Commission Contract	\$ 1,894,469	\$ 2,227,116	\$ 2,538,052	\$ 2,538,052	\$ 2,538,052	\$ 2,931,000
Marketing Stimulus	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Direct	\$ 127,649	\$ 141,564	\$ 281,310	\$ 281,310	\$ 279,892	\$ 289,338
Beach Payback	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Projects	\$ -	\$ -	\$ 75,000	\$ 75,000	\$ 75,000	\$ -
Total Film & Televsion Commission Expenses	\$ 2,022,118	\$ 2,368,680	\$ 2,894,362	\$ 2,894,362	\$ 2,892,944	\$ 3,220,338
Reserves	\$ 2,703,315	\$ 3,128,277	\$ 2,380,780	\$ 2,741,903	\$ 3,056,538	\$ 2,605,405
Total Film & Televsion Expense Budget	\$ 4,725,433	\$ 5,496,957	\$ 5,275,142	\$ 5,636,265	\$ 5,949,482	\$ 5,825,743

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

	Actual	Adopted Budget	Modified Budget	Forecast	Proposed Budget
	FY25	FY26	FY26	FY26	FY27
<u>Personnel</u>					
Wages & Salaries	687,491	808,396	808,396	808,396	844,717
Employee Benefits	173,569	237,357	237,357	237,357	242,401
Payroll Taxes	54,014	63,148	63,148	63,148	67,844
Bookkeeping/Contract Labor	57,398	59,100	59,100	59,100	70,000
Total Personnel	972,472	1,168,001	1,168,001	1,168,001	1,225,002
<u>Marketing & Promotion</u>					
Fulfillment	281	2,500	2,500	2,500	3,000
Printing & Binding Outside	0	5,000	5,000	5,000	5,000
Sales & Promotion	1,489	3,000	3,000	3,000	3,000
Consumer Trade Shows	29,876	20,000	20,000	20,000	34,000
Promotional Activities	0	0	0	0	10,000
Fam Tour	1,000	2,000	2,000	2,000	2,000
Promotional Items	21,179	10,000	10,000	10,000	15,000
Advertising	14,840	25,000	25,000	25,000	25,000
Collateral	9,644	3,000	3,000	3,000	3,000
Public Relations/Website/Social Media	10,974	15,000	15,000	15,000	17,000
Marketing & Digital Media	52,500	75,000	75,000	75,000	75,000
Development & Sponsorships	1,015,536	1,100,000	1,100,000	1,100,000	1,413,000
Total Marketing & Promotion	1,157,318	1,260,500	1,260,500	1,260,500	1,577,000
<u>General & Administrative</u>					
Legal	0	1,500	1,500	1,500	3,000
Insurance	8,070	13,500	13,500	13,500	13,500
Audit & Tax	23,350	20,000	20,000	20,000	20,000
Other Administration Expense	7,092	8,000	8,000	8,000	8,000
Communication Services	2,765	3,000	3,000	3,000	3,000
Network Expense	0	0	0	0	0
Office Supplies	3,983	4,000	4,000	4,000	4,000
Office Furniture & Equipment	4,066	5,000	5,000	5,000	5,000
DP Software & Accessories	4,274	4,000	4,000	4,000	3,000
Books Publications & Subscriptions	6,765	14,000	14,000	14,000	14,000
Dues & Memberships	5,985	12,000	12,000	12,000	12,000
Machinery & Equipment	22,681	22,552	22,552	22,552	22,552
Travel & Per Diem	8,295	2,000	2,000	2,000	2,000
Total General & Administrative	97,326	109,552	109,552	109,552	109,552
Total Film & Television Commission Contract	2,227,116	2,538,052	2,538,052	2,538,052	2,841,000
<u>County Direct Cost</u>					
Operating Expense-Indirect (TDC)	53,689	185,632	185,632	181,801	185,632
ISS Enterprise Services	4,900	10,263	10,263	10,263	10,263
Tax Collector Commissions	39,967	38,160	38,160	40,773	41,213
BOCC - Indirect Costs (CAM)	39,952	41,950	41,950	41,950	44,943
Inspector General Fee	3,056	5,105	5,105	5,105	5,105
Tourism Master Plan Initiative - (Special Projects)		75,000	75,000	75,000	75,000
Transfers Out - Beach Program FD 1456					
Total County Direct Cost	141,564	356,310	356,310	354,892	365,853
Total Film & Television Commission Expense	2,368,680	2,894,362	2,894,362	2,892,944	3,206,853
Total Film & Television Commission Reserve	3,128,277	2,380,780	2,741,903	3,056,538	2,695,485
Total Film & Television Commission Available Funds	5,496,957	5,275,142	5,636,265	5,949,482	5,902,338

Exhibit F Performance Measures

Definition of Program and Services

The Palm Beach County Film and Television Commission's (FTC) mission is to enhance business tourism and generate positive impact on the local economy through the entertainment production industry. The FTC accomplishes this by attracting on-location production, educating our local workforce, and providing superior services to both the visiting and indigenous production community. In addition, and on behalf of the Tourist Development Council, the FTC manages and oversees content for The Palm Beaches TV (PBTv), the County's official tourism TV channel now streaming more than 140 hours of tourism-branded, family-friendly content. To that capacity, the FTC will:

- provide superior 24-hour client services, free and easy One-Stop permitting, production and location assistance, lead responses and other production-related support services
- market The Palm Beaches as a world-class production destination through digital and print advertising
- support and participate in local film festivals, industry related events, workshops and education programs
- administer a state-of-the-art website featuring on-line permitting, production information, a searchable locations database, streaming video, industry news, press releases and job opportunities
- produce Florida's largest student film competition and awards show, the Student Showcase of Films
- publish a monthly industry newsletter
- produce a weekly PBTv NOW web series on YouTube
- co-produce a daily (Mon-Fri) half-hour lifestyle show w/ WFLX FOX29, featuring curated content from PBTv
- collect, report and maintain statistical and historical information
- manage the County's official tourist TV Channel through the initiative outlined in the Sponsorship and Development Program

Program Objectives for FY27

1. Collect, track and report production revenue (dollars spent in PBC)
2. Generate hotel room nights
3. Issue film permits
4. Provide professional assistance to projects not required to pull a film permit
5. Generate production leads
6. Monitor and report lead conversions
7. Develop and sponsor tourism-branded content for The Palm Beaches TV with distribution outside of PBC
8. Drive unique visitors to the FTC and PBTv websites

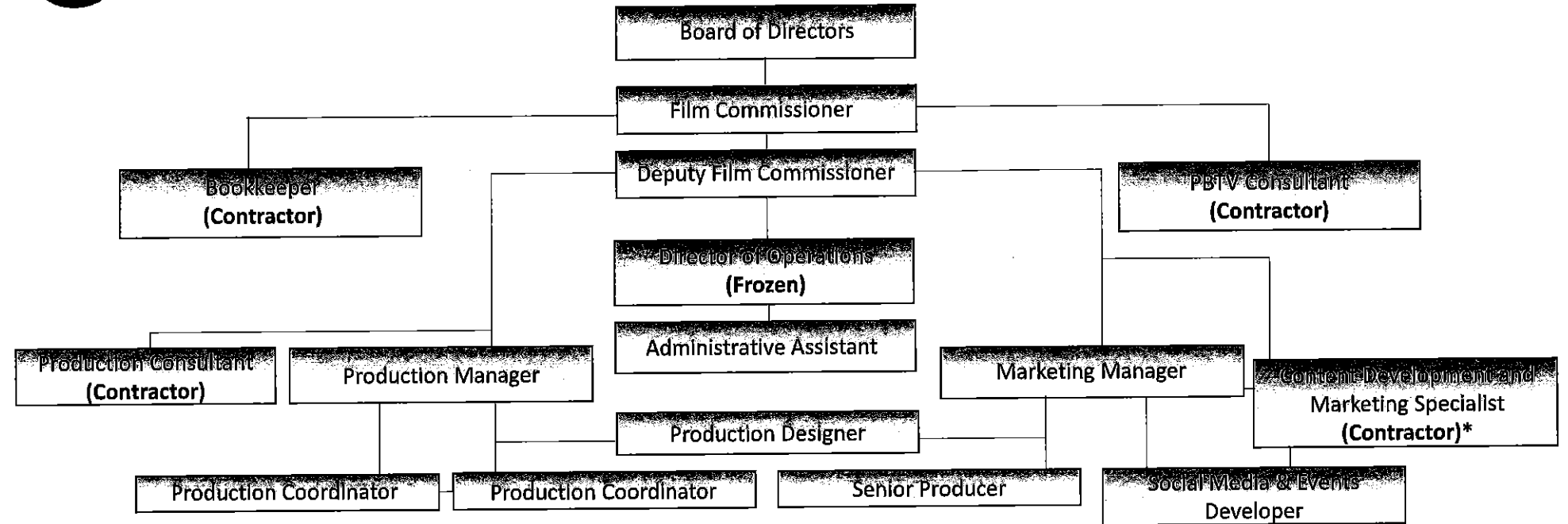
Performance Measures	FY24 Actual	FY25 Actual	FY26 Goal	FY26 Estimated	FY27 Projected
1. Production Revenue (in the millions)	\$246	\$252	\$260	\$260	\$265
2. Hotel Room Nights	17,599	16,756	23,000	23,000	23,500
3. Permits Issued	303	347	350	350	360
4. Non-Permitted Productions	278	267	280	280	285
5. Total Leads	193	232	250	250	250
6. Lead Conversions (70% rate)	N/A	81	175	175	175
7. Develop Content Marketing Programs*	229	272	350	350	400
8. Website Unique Visitors	47,964	96,682	50,000	95,000	100,000

*Each unit represents one half-hour program.



Exhibit J

FTC ORGANIZATIONAL CHART – FY27



*This contracted support position is classified and funded under Marketing and Digital Media Services.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/14/2026

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:	
	PHONE (A/C, No, Ext): (561) 276-5221	FAX (A/C, No): (561) 276-5244
	E-MAIL ADDRESS: delraydocs@plastridge.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Evanston Insurance Co.	
	INSURER B : Employers Preferred Ins. Co.	
INSURED Palm Beach County Film & Television Commission, Inc. 2195 Southern Blvd., Suite 520 West Palm Beach, FL 33406	NAIC #	
	35378	
	10346	
	19038	
	24074	

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		2AA461979	10/1/2026	10/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPIOP AGG
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			2AA461979	10/1/2026	10/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV700269429	10/1/2026	10/1/2027	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
C	Crime			105513459	10/1/2026	10/1/2027	Crime Policy
D	Bonds			LSF218491	10/1/2023	10/1/2026	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 as respects General Liability were required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County - Board County Commissioners, a Political Subdivision of the State of Florida its Officers, employees and agents. 100 Australian Ave, Suite 500 West Palm Beach, FL 33406	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