Agenda Item #: **3I-2**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	**November 10, 2026**	**[X] Consent**	**[ ] Regular**
		[ ] Ordinance	**[ ] Public Hearing**
Department:	**Housing and Economic Development**		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Ad Valorem Economic Development Agreement with the Palm Beach County Film and Television Commission, Inc. (F&TV Commission) in the amount of $100,000 retroactive and in effect from October 1, 2026, to September 30, 2027.

Summary: This Agreement with the F&TV Commission will fund operational and educational expenses for the Film & TV Tech Prep Program (Program), which is entering its 30th year of operation. The Program was created by Palm Beach County in 1996 as a result of the Board of County Commissioners' (BCC) endorsement at the 1993 Economic Summit to expand the film and television industry. The objectives of the Program are to: prepare high school students for a career pathway; create a future workforce in the film and television industry; and provide educational, financial, and logistical resources for high school and college students and teachers through the Film & Television (TV) Commission. The Program continues to support the development of the film and television industry in Palm Beach County through an enhanced strategic plan drafted by educators and industry professionals. This funding will support the planning, coordination, and execution of the 2027 Student Showcase of Films (SSOF), the largest film competition and awards ceremony for high school and college student filmmakers in the State of Florida. The SSOF honors Florida high school and college student filmmakers and celebrates the artistic successes they have achieved in this field. F&TV Commission received $100,000 in Ad Valorem funds during Fiscal Year (FY) 2025-2026. Upon execution of the Agreement the County agrees to provide an initial payment to the F&TV Commission of $50,000 to be used as cash flow. The chart below outlines the key deliverables for the F&TV Commission during FY 2025-2026, how the F&TV Commission performed as of September 30th, 2026, and the goals for the F&TV commission in FY 2026-2027.

Key Deliverable	FY 2025-2026 Goal	FY 2025-2026 Actual	FY 2026-2027 Goal
Produce Student Showcase of Films Competition and Awards Ceremony	1	1	1
Award no less than $15,000 in awards and scholarships	$15,000	$30,000	$15,000
Produce a 30-minute TV show for the Palm Beach International Film Festival in partnership with Channel 20	1	1	1

These are County Ad Valorem funds. Countywide (DB)

Background and Justification: The Program was created by Palm Beach County in 1996 as a result of the BCC's endorsement at the 1993 Economic Summit to expand the film and television industry. The Program continues to support the development of a qualified workforce for Palm Beach County's film and television industry.

Attachment:

1. Ad Valorem Economic Development Agreement with the Palm Beach County F&TV Commission

Recommended By: _____ 10.14.26
Department Director — **Date**

Approved By: _____ 10/22/2026
Deputy County Administrator — **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Grant Expenditures					
Operating Costs	$100,000				
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	$100,000				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				

Is Item Included In Current Budget? Yes X No ____
Does this Item include the use of Federal funds? Yes ____ No X
Does this Item include the use of State funds? Yes ____ No X

Budget Account No.:

Fund 1539 Dept. 143 Unit 1100 Object 8201 Program Code/Period N/A

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

Approval of this agenda item will allocate $100,000 in General Fund Ad Valorem dollars.

C. Departmental Fiscal Review:

Valerie Alleyne, Division Director III
Finance and Administrative Services, HED

III. REVIEW COMMENTS

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

ASDeAc 10/9/24
OFMB

Contract Development and Control

B. Legal Sufficiency:

10/16/24
Assistant County Attorney III

C. Other Department Review:

Department Director

ATTACHMENT 1

AD VALOREM ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
PALM BEACH COUNTY FILM AND TELEVISION COMMISSION, INC.

THIS AGREEMENT, (the "Agreement") is made as of **October 1, 2026** ("Effective Date"), by and between **Palm Beach County (**hereinafter referred to as ("**COUNTY**"), a political subdivision of the State of Florida, and **Palm Beach County Film and Television Commission, Inc.,** a not-for-profit authorized to do business in the State of Florida, (hereinafter the ("**AGENCY**"), having its principal office at 2195 Southern Blvd., Suite 520, West Palm, Beach, FL 33406 and whose Federal I.D. is 65-0692923.

WHEREAS, the Agency is a private, not-for-profit corporation, for the purpose of recruiting, retaining and expanding businesses to and in Palm Beach County; and

WHEREAS, County wishes to provide funding to facilitate Agency's provision of the activities specified in Exhibit "A" of this Agreement, as such activities serve a County public purpose in furthering the economic and business development interests of the County; and

WHEREAS, County desires to engage Agency to implement such undertakings, and, pursuant to the terms of this Agreement, shall make available Ad Valorem funding in the amount of **One Hundred Thousand ($100,000) Dollars** ("Grant Funds") to the Agency to be utilized over a one (1) year period with an annual total allocation of One Hundred Thousand ($100,000) Dollars, in exchange for said services; and

WHEREAS, the County finds that providing the Grant Funds to the Agency for the purposes set forth herein serves a local public purpose.

NOW, THEREFORE, pursuant to all authorities granted by law and in consideration of the mutual promises contained herein, the County and the Agency agree as follows:

ARTICLE 1 – SERVICES

The Agency's responsibility under this Agreement is to provide professional/consultation services in the area of business recruitment, expansion, retention services and marketing to promote the general business and industrial interests of the County, as more specifically set forth in the Scope of Work detailed in **Exhibit A**, attached hereto and made a part hereof this Agreement.

The County's representative/liaison during the performance of this Agreement shall be **Meri Weymer, Assistant Department Director**, department of Housing & Economic Development (HED), telephone number: (561) 233-3675, email mweymer@pbc.gov.
The Agency's representative/liaison during the performance of this Agreement shall be **Michelle Hillery, Film Commissioner**, Palm Beach County Film and Television, Inc., telephone number: (561) 233-1000 email: mhillery@pbfilm.com.

ARTICLE 2 – SCHEDULE

The Agency shall commence services on **October 1, 2026**, the Effective Date and complete all services by Expiration Date of **September 30, 2027** ("Grant Period").

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 – PAYMENTS TO AGENCY

A. **Amount:** The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total Agreement amount of Grant Funds. After execution of the Agreement, the COUNTY shall provide an advance payment to the AGENCY in the amount of **$50,000,** with the remaining amount of Grant Funds provided on an advancement basis as detailed in Exhibit "A". Following the initial advance, AGENCY shall provide COUNTY with documentation on a monthly basis as set forth in Exhibit "A".

B. **Vendor Self Service (VSS) Registration Required:** In order to do business with Palm Beach County, Agency is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.pbc.gov. If Agency intends to use sub-consultants, Agency must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements must include a contractual provision requiring that the sub-consultant register in VSS. County will not finalize a contract award until the County has verified that the Agency and all of its sub-consultants are registered in VSS.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the Agency shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Agency's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 5 – TERMINATION

This Agreement may be terminated by the Agency upon sixty (60) days prior written notice to the County in the event of substantial failure by the County to perform in accordance

with the terms of this Agreement through no fault of the Agency. It may also be terminated, in whole or in part, by the County, with cause upon five (5) business days written notice to the Agency or without cause upon ten (10) business days written notice to the Agency.

Unless the Agency is in breach of this Agreement, the Agency shall be paid for services rendered to the County's satisfaction through the date of termination. After receipt of a termination notice, except as otherwise directed by the County in writing, the Agency shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work to the County.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The Agency represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Agency or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Agency's key personnel, as may be listed in Exhibit "A", must be made known to the County's representative and written approval must be granted by the County's representative before said change or substitution can become effective.

The Agency warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. All of the Agency's personnel (and all Subcontractors), while on County premises, will comply with all County requirements governing conduct, safety and security.

ARTICLE 7 – SUBCONTRACTING

The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement.

The Agency is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Agency shall promptly do so, subject to acceptance of the new subcontractor by the County.

ARTICLE 8 – FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Agency. The Agency shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Agency authorized to use the County's Tax Exemption Number in securing such materials.

The Agency shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 9 – AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from Federal, State, or local sources for the purposes provided herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from County's annual budget and appropriations. In the event the funding sources received by the County for the purposes provided herein are terminated or reclaimed, the Subrecipient acknowledges and agrees to repay any funds that have been disbursed to the Subrecipient as part of this Agreement.

ARTICLE 10 – INSURANCE

The Agency shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Agency, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Agency under the Agreement. Agency agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

A. **Commercial General Liability**: Agency shall maintain Commercial General

Liability at a limit of liability not less than $500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: "**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.

B. **Workers' Compensation Insurance & Employer's Liability**: Agency shall maintain Workers' Compensation & Employer's Liability in accordance with Chapter 440 of the Florida Statutes.

C. **Professional Liability/Technology Errors and Omissions**: Agency shall maintain Technology Errors & Omissions Liability, or equivalent Professional Liability insurance with coverage for cyber liability and security breach at a limit of liability not less than $1,000,000 each occurrence, and $2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds $10,000, County reserves the right, but not the obligation, to review and request a copy of Agency's most recent annual report or audited financial statement.

For policies written on a "claims-made" basis, Agency warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, Agency shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the Agency of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

D. **Waiver of Subrogation**: Except where prohibited by law, Agency hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Agency shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such

an endorsement or voids coverage should Agency enter into such an agreement on a pre-loss basis.

E. **Certificates of Insurance**: On execution of this Agreement, renewal of this Agreement, within forty-eight (48) hours of a request by County, and upon expiration of any of the required coverage throughout the term of this Agreement, the Agency shall deliver to the County's designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

F. **Right to Revise or Reject:** County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

ARTICLE 11 – INDEMNIFICATION

Agency shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the Agency's performance of the terms of this Agreement or due to the acts or omissions of Agency.

This Article shall survive termination or expiration of this Agreement.

ARTICLE 12 – SUCCESSORS AND ASSIGNS; ASSIGNMENT

The County and the Agency each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

Except as above, neither the County nor the Agency shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 13 – LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action

necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida.

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Agency.

ARTICLE 14 – CONFLICT OF INTEREST

The Agency represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as

provided for in Chapter 112, Part III, Florida Statutes, the Palm Beach County Code of Ethics, or any other applicable law. The Agency further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Agency shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Agency's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Agency may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Agency. The County agrees to notify the Agency of its opinion by certified mail within thirty (30) days of receipt of notification by the Agency. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Agency, the County shall so state in the notification and the Agency shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Agency under the terms of this Agreement.

The Agency shall require their President & CEO and Directors to complete an executed Disclosure of Material Interests in writing on the form attached as Exhibit "C" once annually for each of the five (5) years. Forms shall be submitted to the Department of Economic Development by October 15th of each contract year.

The parties agree to ensure that any exempt, confidential and exempt, or otherwise legally protected information that may be shared between the parties as part of the

procedures outlined in this Agreement is not disclosed except as authorized by law. This provision shall survive the expiration or earlier termination of this agreement.

ARTICLE 15 – EXCUSABLE DELAYS

The Agency shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Agency or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, epidemic, pandemic, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the Agency's request, the County shall consider the facts and extent of any failure to perform the work and, if the Agency's failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the County's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 – INDEBTEDNESS

The Agency shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Agency further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Agency shall deliver to the County's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, as may be amended all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Agency and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Section 2-421 – 2-440, as may be amended.

ARTICLE 18 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Agency is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Agency's sole direction, supervision, and control. The Agency shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the

Agency's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County.

The Agency does not have the power or authority to bind the County in any promise, agreement or representation.

ARTICLE 19 – CONTINGENT FEES

The Agency warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Agency to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Agency, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 20 – ACCESS AND AUDITS

The Agency shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents as required in this article for the purpose of inspection or audit during normal business hours, at the Agency's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Agency, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Sections 2-421 - 2-440, and punished pursuant to Section 125.69,

Florida Statutes, as may be amended, in the same manner as a second degree misdemeanor.

ARTICLE 21 – NONDISCRIMINATION

The County is committed to assuring equal opportunity in the award of grants and contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the Agency warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be 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 this Agreement.

As a condition of entering into this Agreement, the Agency 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, the Agency 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 the Agency retaliate against any person for reporting instances of such discrimination.

The Agency 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 discrimination.

The Agency 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. Agency shall include this language in its subcontracts.

ARTICLE 22 – AUTHORITY TO PRACTICE

The Agency hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the County's representative upon request.

ARTICLE 23 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this

Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 – PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the Agency certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 – MODIFICATIONS OF WORK

The County reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Agency of the County's notification of a contemplated change, the Agency shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall affect the Agency's ability to meet the completion dates or schedules of this Agreement.

If the County so instructs in writing, the Agency shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the County's decision to proceed with the change.

If the County elects to make the change, the County shall initiate an Agreement Amendment and the Agency shall not commence work on any such change until such written amendment is signed by the Agency and approved and executed on behalf of Palm Beach County.

ARTICLE 26 – NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

If sent to the County, notices shall be addressed to:

Meri Weymer, Assistant Department Director
Department of Housing and Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

David C. Behar, Esq. Assistant County Attorney
County Attorney's Office
301 N. Olive Ave, (6th floor)
West Palm Beach, FL 33401

If sent to the Agency, notices shall be addressed to:

Michelle Hillery, Film Commissioner
PBC Film & TV Commission, Inc.
2195 Southern Blvd., Suite 520
West Palm Beach, FL 33406

ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Agency agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with the "Modifications of Work" Article of this Agreement.

ARTICLE 28 – CRIMINAL HISTORY RECORDS CHECK

The Agency, Agency's employees, subcontractors of Agency and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, and R2024-0549, as may be amended.

The Agency is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Agency acknowledges that the Grant Funds include any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

This Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced_Resolutions, as amended. County staff representing the County department will contact the Agency(s) and provide specific instructions for meeting the requirements of this Ordinance.

The Agency shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the County. If the Agency or its subcontractor(s) terminates an employee who has been

issued a badge, the Agency must notify the County within two (2) hours. At the time of termination, the Agency shall retrieve the badge and shall return it to the County in a timely manner.

The County reserves the right to suspend the Agency if the Agency 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as may be amended; 2) does not contact the County regarding a terminated Agency employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 29 – REGULATIONS; LICENSING REQUIREMENTS

The Agency shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Agency is presumed to be familiar with all state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 – SCRUTINIZED COMPANIES

As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, the Agency certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if Agency is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

B. When contract value is greater than $1 million: As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Contract or performing any work in furtherance hereof, the Consultant certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria.

Pursuant to section 287.135(3)(a), Florida Statutes, as my be amended, if Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the County.

If the County determines, using credible information available to the public, that a false certification has been submitted by Consultant, this Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to section 287.135, Florida Statutes, as may be amended. Said

certification must also be submitted at the time of Contract renewal, if applicable.

ARTICLE 31 – PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, as may be amended, if the Agency: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) Florida Statutes, as may be amended, the Agency shall comply with the requirements of Section 119.0701, Florida Statutes, as may be amended. The Agency is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

The Agency further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Agency does not transfer the records to the public Agency.

D. Upon completion of the Agreement the Agency shall transfer, at no cost to the County, all public records in possession of the Agency unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Agency transfers all public records to the County upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements.

If the Agency keeps and maintains public records upon completion of the Agreement, the Agency shall meet all applicable requirements for retaining public records. All records stored electronically by the Agency must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Agency to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Agency acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 32 – COUNTERPARTS

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Agency shall execute by manual means only, unless the County agrees otherwise.

ARTICLE 33 – E-VERIFY - EMPLOYMENT ELIGIBILITY

Agency warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Agency's subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all Agency's subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Agency shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(f), Florida Statutes, as may be amended. Agency shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Agency has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County

has a good faith belief that Agency's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Agency to terminate its contract with the subconsultant and Agency shall immediately terminate its contract with the subconsultant.

If County terminates this Agreement pursuant to the above, Agency shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Agency shall also be liable for any additional costs incurred by County as a result of the termination.

ARTICLE 34 – 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, the Agency 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 grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 35 – NONGOVERNMENTAL HUMAN TRAFFICKING AFFIDAVIT

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

ARTICLE 36 - DIGITAL ACCESSIBILITY COMPLIANCE

Agency acknowledges that the County is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. Agency 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 Agreement 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.

Agency shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, Agency shall provide documentation reasonably demonstrating accessibility compliance. If any

deliverable is determined by the County to be noncompliant, Agency shall promptly remediate the noncompliance at no additional cost to the

County and within a timeframe specified by the County. Agency shall ensure that any third-party digital content or platforms used in performance of this Agreement 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 Agreement.

ARTICLE 37 – PROHIBITION AGAINST USING DIVERSITY, EQUITY AND INCLUSION MATERIAL – F.S. 287.139

Consultant hereby certifies to the County that Consultant does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 125.595, Florida Statutes, as amended.

ARTICLE 38 – INCORPORATION BY REFERENCE

Exhibits and associated Schedules attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and any Exhibit, the terms of the Agreement shall govern.

ARTICLE 39 – RECOGNITION

The Agency shall include a reference to the financial support herein provided by the County, in all publications and publicity events, and provide the County with copies of all such publications. The Agency shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this agreement to allow for participation of the Mayor, County Commissioners, County Administration, Department Staff or other county officials. Such support includes, Commissioner

participation in key stakeholder events such as the annual Agency Gala. To encourage participation in important Agency events, as part of the consideration for this Agreement, the Agency will provide complimentary tickets to the County for further distribution to Commissioners and one guest to attend the annual Agency Gala, and may provide other tickets throughout the year to the County for further distribution to Commissioners and or County staff as it deems appropriate to ensure adequate County representation at the annual Agency Gala and other key stakeholder events. In addition, the Agency will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement. On the Agency's website, reference to the County and recognition of the Palm Beach County Board of County Commissioner's support for the Agency must be prominently displayed and remain static.

ARTICLE 40 – REPORTS

A. In addition to all other reports required by this Agreement and/or applicable law, in compliance with Section 125.045(4), Florida Statutes, the Agency shall submit an annual report to the County detailing how the County funds were spent and the results of the Agency's efforts on behalf of the County.
The annual report shall cover the Grant Period and be due to the County **no later than December 31**, following the reporting year. Once the Agency has submitted the report to the County, the County is required to submit the report to the Office of Economic & Demographic Research by **January 15th of each year** and post a copy of said report of the County's public website.

B. The Agency shall provide the County with its independent audit of the immediately preceding fiscal year no later than **March 31st of each year, or upon approval of the Agency's Board, but no later than May 31st of each year.**

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WITNESS our Hands and Seals on this 15 day of September, 2026.

WITNESSES:

Signature

Ben Beeler
Name (type or print)

Signature

Name (type or print)

AGENCY:

Palm Beach County Film and Television Commission, Inc.

Michelle Hillery,
Film Commissioner

(Corporate Seal)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the County; and an authorized official of the Consultant has made and executed this Agreement on behalf of the Agency.

ATTEST:

SHANNON RAMSEY-CHESSMAN
CLERK & COMPTROLLER
AD INTERIM

By: _____
Deputy Clerk

PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, BOARD OF COUNTY COMMISSIONERS

By: _____
Sara Baxter, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

By: _____
David Behar
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Carlos R. Serrano
Deputy Director

EXHIBIT A

ECONOMIC DEVELOPMENT
SCOPE OF WORK

ECONOMIC DEVELOPMENT
SCOPE OF WORK

ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to various regulations and requirements. Agency shall comply with all applicable laws and regulations including, but not limited to the following:

A. Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
B. The Drug-Free Workplace Act of 1988, as amended;
C. The Agency's Policies and Procedures Manuals, and Job descriptions;
D. The Agency's Articles of Incorporation and Bylaws;
E. The Agency's Certificate of Insurance;
F. Current list of the Agency's Officers and members of the Board of Directors;
G. Florida Statute 112.061, relating to per diem, travel.
H. Section 448.095, Florida Statutes (F.S.) (E-Verify): https://www.e-verify.gov/

The Agency shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

The Agency agrees that HED shall be the final arbiter on the Agency's compliance with the agreement:

The AGENCY agrees to:

A. PROJECT SCOPE

Pursuant to the terms of this Agreement, and in accordance with the below deliverables, the AGENCY shall be reimbursed for services to prepare high school students for career pathways in, and to create a future workforce in the film and television industry in Palm Beach County through the Film & TV Tech Prep Program ("Program").

The AGENCY further agrees that HED shall be the final arbiter on the AGENCY's compliance with the above.

B. DELIVERABLES

Subsequent to the effective date of this Agreement and within the Agreement period, the AGENCY shall as a result of its project scope, achieve the following deliverables and provide the following data:

(1) Production of the 2027 Student Showcase of Films Competition and Awards Ceremony (SSOF)

In an effort to prepare high school students for career pathways in, and to create a future workforce in the film and television industry in Palm Beach County through the Film & TV Tech Prep Program ("Program"), the AGENCY shall undertake the following:

The AGENCY shall plan, organize, facilitate and execute all aspects of producing the largest film competition and live awards ceremony within the State of Florida, the 2027 Student Showcase of Films (SSOF). The SSOF awards ceremony to be undertaken by the AGENCY shall be a fully scripted, professionally staged live show, which shall bring together the media, celebrities, students, industry veterans, and educators.

The SSOF, to be carried out by the AGENCY, shall include a red carpet awards ceremony to honor Florida high school and college student filmmakers and to celebrate the artistic successes they have achieved in this field.

The AGENCY shall award winners of the competition in several categories, to include but not be limited to:

1) Feature/Short;
2) Documentary;
3) Animation;
4) Music Video;
5) Commercial / Public Service Announcement; and,
6) Poster.

In connection with the above, the AGENCY shall define competition categories and rules for the SSOF and shall update and deploy all marketing materials for this event. The AGENCY shall select national and international industry professionals to judge student entries in each category. The AGENCY shall set deadlines, organize production meetings and contractual services, technical crews and vendors as needed.

The AGENCY shall also contract with a temporary assistant producer, if necessary, to coordinate the administrative logistics of the SSOF competition and awards ceremony whose responsibilities shall include scheduling, writing letters and press releases, data entry, wrangling students and volunteers, coordinating the awards, trophies and event program, securing equipment, props and transportation, assembling various packages for the judges, student winners, guests.

The AGENCY shall secure a location to host the show, hire a public relations partner, hire a host, prepare entries for judging, tally all scores, create and design the set concept and theme, write the show script, and manage sound and lighting requirements. In addition, the AGENCY shall produce, film, and edit introductions to all film categories, edit an opening film montage, edit clips of all winning films,

create a sound track and facilitate all technical aspects of the load-in, rehearsal and show. This shall include ordering office supplies, coding and paying invoices, coordinating and attending production meetings, designing programs for the SSOF, purchasing trophies, securing sponsors and volunteers and sending thank you letters to participants, sponsors, guests, talent, and judges involved in the competition and show

The AGENCY shall collaborate with various associations to utilize additional resources and secure sponsorships and other costs associated with SSOF.

The provisions of this section shall survive the expiration of this Agreement.

(2) Award no less than $15,000 in awards and scholarships to the Student Showcase of Films winning student filmmakers and/or film programs.

The AGENCY shall also award the Burt Reynolds Scholarship. As part of the awards and scholarships funded by this Agreement, $3,000 shall be allocated to the Burt Reynolds Scholarship. The Burt Reynolds scholarship is available to Palm Beach County High School seniors only, who are eligible and complete an online application. The applicants are then evaluated and Finalist selected by a Scholarship Committee.

(3) Half-hour TV show, The Student Showcase of Films Special Edition

Produce, write, conduct interviews and edit a one-half hour (30 minutes) TV show on the Palm Beaches Student Showcase in partnership with Channel 20. The AGENCY shall coordinate with the Channel 20 crew to film all aspects of the live show.

C. AGENCY DOCUMENTATION TO THE COUNTY

The Agency shall submit the following monthly reports listed below to HED along with the Agency's invoice requests:

a. **Invoice Cover Sheet** (Schedule "I") during the Agreement period. This cover sheet shall be placed on the Agency's Letterhead and include company name, invoice number, dollar amount requested, and the invoice period. Documentation of activity for the month(s) shall also be included with each invoice submitted.

b. **Conflict of Interest Affidavit** attached hereto and incorporated herein as part of Exhibit "A", to be signed and notarized at time of Agreement execution.
c. Agency shall submit an **Annual Report** and provide a copy of the Agency's **Independently Audited Financial Statements.**

D. ENVIRONMENTAL CONDITIONS

The Agency shall comply with all requirements resulting from the County's environmental review(s) of the project, including the incorporation of any applicable mitigation measures, in order to proceed with the project.

The COUNTY Agrees to:

A. The County agrees to provide Grant Funds for the above described deliverables to be provided by the Agency in accordance with the terms of this Agreement.

B. Monitor the Agency any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HED. Visits may be conducted by HED staff to ensure compliance with this Agreement, to ensure that planned activities are conducted in a timely manner, and to verify the accuracy of Agency's reporting to HED on such activities.

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SCHEDULE "I"

INVOICE COVER SHEET

INVOICE COVER SHEET

USE AGENCY LETTERHEAD STATIONERY:

DATE: _____

TO: **Meri Weymer, Assistant Department Director**
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

FROM: **Michelle Hillery, Film Commissioner**
Palm Beach County Film and Television Commission, Inc.
2195 Southern Blvd., Suite 520
West Palm Beach, FL 33406

SUBJECT: **Reimbursement Request No._____**
Agreement No. (R_____-_____)

==========

In accordance with the agreement between the Palm Beach County Film and Television Commission, Inc., and the Board of County Commissioners of Palm Beach County; the following amount is payable to the Palm Beach County Film and Television Commission, Inc., for economic development services performed in (Month, Year)

Month, Year Amount $_____

Total Amount Due Amount $_____

Documentation of activity for the month is attached as required by the Agreement

TO EXHIBIT "A"

Palm Beach County Film and Television Commission, Inc.,

CONFLICTS OF INTEREST

Palm Beach County Film and Television Commission, Inc.,

CONFLICTS OF INTEREST

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA)
) §
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, this day personally appeared Michelle Hillery, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant holds the position of Film Commissioner and authorized signer of the Palm Beach County Film and Television Commission, Inc. (AGENCY).

2. Affiant address is 2195 Southern Blvd. Suite 520 West Palm Beach, FL 33406

3. Affiant acknowledges that neither Affiant nor any member of Affiant's immediate family or business associate has any interest, and shall not acquire any interest, directly or indirectly, in the activities provided under the Contract for the year beginning 2026 (YEAR) which would conflict with the performance of Affiant's duties as Film Commissioner and authorized signer, pursuant to this Contract and as provided for in Chapter 112, Part III, Florida Statutes. For the purposes of this paragraph, "immediate family" means parent, spouse, child or sibling per F.S. 112.3148. For the purposes of this paragraph, "business associate" means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venturer, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property.

4. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge believes it is true, correct, and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Michelle Hillery
Michelle Hillery, Affiant
(Print Affiant Name)

Sworn to (or affirmed) and subscribed before me this 15 day of September, 2026,
by Michelle Hillery [ ] who is personally known to me or [X] who has produced drivers license as identification and who did take an oath.

Angela Crocitto
Notary Public
My Commission Expires:
State of Florida at large

ANGELA CROCITTO
Notary Public-State of Florida
Commission # HH 722069
My Commission Expires
September 17, 2029

(Notary Seal)

EXHIBIT B

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

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 **PALM BEACH COUNTY FILM AND TELEVISION COMMISSION, INC.,** (Agency) and attest that Agency 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 Hillery (signature of officer or representative)

Michelle Hillery (printed name and title of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this, 15 day of September, 2026 by Michelle Hillery.

Personally known ☐ OR produced identification ☒

Type of identification produced drivers license.

Angela Crocitto
NOTARY PUBLIC
My Commission Expires:
State of Florida at large

ANGELA CROCITTO
Notary Public-State of Florida
Commission # HH 722069
My Commission Expires
September 17, 2029

(Notary Seal)