





**AD VALOREM AGENCY AGREEMENT**

**BETWEEN PALM BEACH COUNTY**

**AND**

**PALM BEACH COUNTY FILM AND TELEVISION COMMISSION, INC.**

**THIS AGREEMENT**, (the "Agreement") is made as of **October 1, 2024** ("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 2915 Southern Boulevard, Suite 520, West Palm Beach, Florida 33406 and whose Federal I.D. is 65-0692923

**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 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 funding in the amount of **(\$100,000)** Dollars ("Grant Funds") to the AGENCY 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, retention and expansion and 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 Sherry L. Howard, Deputy Director, Department of Housing & Economic Development (DHED), telephone number: (561) 233-3653, email showard@pbcgov.org.

The AGENCY's representative/liaison during the performance of this Agreement shall be Michelle Hillery, Film Commissioner, Palm Beach County Film and Television Commission, telephone number: (561) 233-1000, email: mhillery@pbfilm.com.

**ARTICLE 2 – SCHEDULE**

The AGENCY shall commence services on Effective Date and complete all services by expiration date of **September 30, 2025** ("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. 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. 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.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. 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 - 4 within three (3) years following final payment.

### **ARTICLE 5 – TERMINATION**

This Agreement may be terminated as provided herein or in the attached Exhibit "A". 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 is 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 AD Valorem funding for the purposes provided for herein. Nothing in this Agreement shall obligate the COUNTY to provide funding from any other source, including, but not limited to, funds from the COUNTY's annual budget and appropriations.

## **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, prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the AGENCY shall deliver to the COUNTY 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. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days endeavor to notify due to cancellation ten (10) days for nonpayment of premium or non-renewal of coverage.

**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 their performance of the terms of this Agreement or due to the acts or omissions of AGENCY.

**ARTICLE 12 – SUCCESSORS AND ASSIGNS**

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 – 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. Moreover, if the AGENCY fails to comply with any of the provisions of this Agreement, the COUNTY may exercise any and all legal rights and remedies including, without limitation, withholding, temporarily or permanently, all, or any, unpaid portion of the Grant Funds upon giving written notice to the AGENCY, terminating this Agreement, and/or demanding a refund of the Grant Funds, which shall be reimbursed upon demand. In the event of AGENCY's failure to comply with any provisions of this Agreement, the COUNTY shall have no further funding obligation to the AGENCY under this Agreement.

**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, including, but not limited to, any U.S. HUD regulations relating to conflict of interest. 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 DHED, 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.

#### **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, 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 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 section 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, Section 2-421-2-440, and punished pursuant to Section 125.69, Florida Statutes, 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 R2017-1770, 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, gender identity or expression, 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 2017-1770, 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, gender identity or expression, 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 marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County.

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:

**Sherry Howard, Deputy Director**  
Department of 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, (6<sup>th</sup> floor)  
West Palm Beach, FL 33401

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

**Michelle Hillery, Film Commissioner**  
PBC Film and TV Commission  
2195 Southern Boulevard, 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 Article 25 - Modifications of Work.

**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, as 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.

Individuals passing the background check will be issued a badge. 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 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**

- A. As provided in F.S. 287.135, 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 F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), 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 F.S. 287.135, 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 With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by AGENCY, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

**ARTICLE 31 – PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. 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 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, F.S., 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](mailto: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. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

**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.

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)(k), 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 – 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 35 – 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 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 and, as part of the consideration for this Agreement, shall provide to COUNTY all required admissions to said events to allow for further distribution to the Mayor, County Commissioners, County Administration, Department Staff or other County Official(s). 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.



**ARTICLE 36 – 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 15<sup>th</sup> 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 31 of each year, or upon approval of the AGENCY'S BOARD, but no later than May 31 of each year.**

**ARTICLE 37 – NONGOVERNMENTAL HUMAN TRAFFICKING AFFIDAVIT**

Prior to the disbursement of any funds, the AGENCY shall complete and execute the affidavit, attached hereto as Exhibit "B", attesting that the AGENCY does not use coercion for labor or services when contracting with the County in accordance with section 787.06 (13) of the Florida Statutes.

**ARTICLE 38 - 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.

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WITNESS our Hands and Seals on this 8 day of September, 2024.

WITNESS:

AGENCY:

AGENCY NAME PER SUNBIZ

Tyran  
Signature

Tyra Williams  
Name (type or print)

Michelle Hillery, Film  
Agent Name, Title  
Commissioner

[Signature]  
Signature

(Corporate Seal)

Angela Crocitto  
Name (type or print)

**IN WITNESS WHEREOF**, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Agreement on behalf of the COUNTY.

**ATTEST:**  
**JOSEPH ABRUZZO**  
**CLERK AND COMPTROLLER**


**PALM BEACH COUNTY, FLORIDA, a**  
**Political Subdivision of the State of Florida**  
**BOARD OF COUNTY COMMISSIONERS**

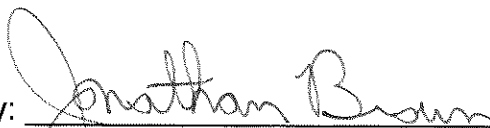
By: \_\_\_\_\_  
Name of Clerk, Clerk

By: \_\_\_\_\_  
Name of Mayor, Mayor

**APPROVED AS TO FORM**  
**AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS**  
**AND CONDITIONS**

By:   
\_\_\_\_\_  
David Behar  
Assistant County Attorney

By:   
\_\_\_\_\_  
Jonathan B. Brown, Director  
Dept. of Housing & Economic Development

**EXHIBIT "A"**

**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 to:**

**A. PROJECT SCOPE**

- (1) 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 DHED shall be the final arbiter on the AGENCY's compliance with the above.**

**B. DELIVERABLES**

**(1) Production of the 2025 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 2025 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 and secure sponsorships and other costs associated with SSOF.

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

**(2) Award up to \$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 \$15,000 in 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 of Films in partnership with Channel 20. The AGENCY shall coordinate with the Channel 20 crew to film all aspects of the live show.

**C. GENERAL CONDITIONS to this Agreement are as follows:**

**1. PURCHASING GUIDELINES**

The AGENCY may enter into Agreements with firms or individuals for various goods and services needed to assist it in the performance of activities or functions specified in this Agreement, provided that the funds necessary to perform such duties, activities or functions are included in the budgeted amount set forth in this Agreement. The term of any such third-party agreement shall not extend beyond the expiration or earlier termination of this Agreement and all such third-party agreements shall expressly so provide. Additionally, the AGENCY shall comply with the following purchasing guidelines and requirements:

- a. **Purchases between \$1,000 and \$5,000** – The AGENCY may purchase goods and services valued between \$1,000 and \$5,000 upon obtaining verbal quotes from vendors. The AGENCY shall make every effort to obtain a minimum of three (3) quotes.
- b. **Purchases between \$5,001 and \$10,000** – The AGENCY shall request written quotations for all purchases of goods and services valued between \$5,001 and \$10,000. The AGENCY shall make every effort to receive a minimum of three (3) written quotes for each item or group of items being purchased. Requests for quotes shall be made to all prospective bidders, as feasible.

The AGENCY shall furnish the COUNTY with the responses or quotes received prior to the award. In the event the COUNTY shall question the recommended award, the AGENCY shall establish the appropriateness of the award.

- c. **Purchases exceeding \$10,000** – the AGENCY shall request written proposals for all purchases of goods and services valued over \$10,000. The AGENCY shall make every effort to secure at least three (3) written proposals for each item or group of items being purchased. Requests for proposals shall be made to all prospective bidders, as feasible. The AGENCY shall furnish the COUNTY with the proposals received prior to the award.

In the event the COUNTY shall question the recommended award, the AGENCY shall establish the appropriateness of the award.

## 2. METHOD OF ADVANCE PAYMENTS RECONCILIATION

- a. AGENCY shall submit, using the cover sheet as shown in Schedule "I", for the prior month:
  - i. Copies of vendor invoices and corresponding check stub(s);
  - ii. Proof of receipt of the goods or services invoiced; and/or,
  - iii. Any additional supporting documentation deemed necessary by the COUNTY and/or the Palm Beach County Clerk and Comptroller's Office.
- b. AGENCY shall submit the aforementioned required documentation at the end of the month following the month that the expenses were incurred. For instance, if an expense is incurred in January, the documentation for that expense shall be submitted by the end of February. The COUNTY, through DHED, will review supporting documentation to ensure, to its satisfaction, that all expenses satisfy the applicable requirements. Once AGENCY is notified that the expenses satisfy the applicable requirements, then AGENCY may request disbursement of the remaining funds under this Agreement, not to exceed the amount of **\$50,000**, the balance of the not-to-exceed amount after the initial advancement provided for in Article 3 of the Agreement. AGENCY shall submit a justification for the request that is acceptable to the COUNTY prior to disbursement.
- c. Additionally, for each vendor payment, the AGENCY shall include a cover sheet that itemizes in sufficient detail for audit thereof and to establish that the AGENCY directly incurred and paid for the eligible expense.

## D. REPORTS

1. Quarterly reports shall be submitted to the COUNTY, postmarked no later than fourteen (14) days after the end of the reporting period, as outlined in Schedule "II". The reports shall be to the satisfaction of the COUNTY and be subject to verification. The COUNTY reserves the right to request additional reports from the AGENCY, for any previous periods funded by the COUNTY upon ten (10) business days' notice. The final report produced and submitted by the AGENCY will reflect quarterly and cumulative figures.
2. As set forth in ARTICLE 36 of this Agreement, pursuant to Section 125.045(4), Florida Statutes, the AGENCY shall submit an annual report 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 period from **October 1, 2024** through **September 30, 2025** and be due to the COUNTY no later than **December 31, 2025**.

## E. OPPORTUNITIES FOR RESIDENTS

To the greatest extent feasible, low-income residents of the COUNTY shall be given opportunities for training and employment; and to the greatest extent feasible, businesses located in or owned by persons residing in the COUNTY shall be awarded agreements in connection with the Grant Funds awarded pursuant to this Agreement. \_

**F. OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES**

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the AGENCY shall make a positive effort to utilize small and minority/women-owned business enterprises as sources of supplies and services, and provide these enterprises the maximum feasible opportunity to compete for agreements to be performed pursuant to this Agreement. To the maximum extent feasible, these small and minority/women-owned business enterprises shall be located in or owned by residents of the COUNTY.

**G. COUNTY FUNDED PROGRAMS**

COUNTY funding may be used to match grants from other non-County sources; however, the AGENCY cannot submit payment requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

**The COUNTY's Responsibilities:**

- 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. The COUNTY may monitor the AGENCY any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by DHED. Visits may be conducted by DHED 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 DHED on such activities.

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**SCHEDULE "I"**

**EXPENDITURE REPORT COVER SHEET**

**USE AGENCY LETTERHEAD STATIONERY:**

**TO: Sherry Howard, Deputy 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  
2195 Southern Boulevard, Suite 520  
West Palm Beach, Florida 33406

**SUBJECT: PALM BEACH COUNTY FILM AND TELEVISION COMMISSION  
EXPENDITURE REPORT  
Agreement No. (R\_\_\_\_\_ - \_\_\_\_\_)**

=====

Attached you will find Expenditure Report Number \_\_\_\_\_ reporting funds expended in the amount of \$\_\_\_\_\_.

The expenditures represented in this report cover the period of \_\_\_\_\_ through \_\_\_\_\_. You will also find attached originals or copies of supporting documentation, including but not limited to, invoice and check stubs, relating to eligible expenditures involved with this project.

NOTE: Cumulative Expenditure Reports shall not exceed the Agreement amount of \$100,000.

\_\_\_\_\_  
Agent Name, Title

\_\_\_\_\_  
Date

**SCHEDULE "II"**  
**QUARTERLY REPORT**

Report Date: \_\_\_\_\_

Report submitted by: **Palm Beach County Film and Television Commission, Inc.**

REPORTING PERIOD	DUE DATE
<input type="checkbox"/> First Quarter: October 1, 2024 to December 31, 2024	January 14, 2025
<input type="checkbox"/> Second Quarter: January 1, 2025 to March 31, 2025	April 14, 2025
<input type="checkbox"/> Third Quarter: April 1, 2025 to June 30, 2025	July 14, 2025
<input type="checkbox"/> Fourth Quarter: July 1, 2025 to September 30, 2025	October 14, 2025

**PERFORMANCE OUTCOME**

Provide cumulative quarterly information and supporting documentation about the following Agreement deliverables specified in Exhibit A and other related activities. Report the status of completion of each performance measure as completed, ongoing or pending.

**1. Production of the 2025 Student Showcase of Films Competition and Awards Ceremony (SSOF):**

Status:  Completed  Ongoing  Pending

Describe progress to date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

List supporting documentation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**2. Award up to \$15,000 in scholarships to the Student Showcase of Films winning student filmmakers and/or film programs:**

Status:  Completed  Ongoing  Pending

Describe progress to date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

List supporting documentation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**3. Half-hour TV show on The Student Showcase of Films:**

Status:  Completed  Ongoing  Pending

Describe progress to date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List supporting documentation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Michelle Hillery, Film Commissioner  
PBC Film & TV Commission

**EXHIBIT B**

**NONGOVERNMENTAL ENTITY HUMAN  
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)**

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Palm Beach County Film+TV Commission (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 of officer or representative)

**State of Florida, County of Palm Beach**

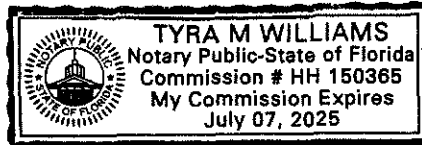
Sworn to and subscribed before me by means of  physical presence or  online notarization this, 8<sup>th</sup> day of September 2024, by Tyra Williams.

Personally known  OR produced identification .

Type of identification produced State drivers license

Tyra M Williams

NOTARY PUBLIC  
My Commission Expires:  
State of Florida at large



(Notary Seal)



PALMBEA-18

JZAMBRANO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/12/2023

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).

<b>PRODUCER</b> Plastridge Insurance Agency 820 NE 6th Avenue Delray Beach, FL 33483	<b>CONTACT NAME:</b> Janett <b>PHONE (A/C. No, Ext):</b> (561) 276-5221 <b>E-MAIL ADDRESS:</b> delraydocs@plastridge.com	<b>FAX (A/C. No):</b> (561) 276-5244
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Palm Beach County Film & Television Commission, Inc. 2195 Southern Blvd., Suite 520 West Palm Beach, FL 33406	<b>INSURER A :</b> Evanston Insurance Co.	<b>NAIC #</b> 35378
	<b>INSURER B :</b> Employers Preferred Ins. Co.	10346
	<b>INSURER C :</b> Travelers Casualty & Surety	19038
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		X	2AA392050	10/1/2023	10/1/2024	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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			2AA392050	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N If yes, describe under DESCRIPTION OF OPERATIONS below    N/A			WCV 7002694 26	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	<b>Crime/Theft</b>			105513459	10/1/2023	10/1/2024	<b>Crime</b> 500,000
C	<b>Directors &amp; Officers</b>			105513459	10/1/2023	10/1/2024	<b>Directors &amp; Officers</b> 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**CERTIFICATE HOLDER IS LISTED ON POLICY AS ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY.**  
 401K-Pension Bond limit \$150,000 - Ohio Casualty Insurance Co. #LSF218491 - 10/1/23-24

<b>CERTIFICATE HOLDER</b>  Palm Beach County Board of County Commissioners Department of Housing & Economic Development 100 Australian Avenue, Suite 500 West Palm Beach, FL 33406	<b>CANCELLATION</b>  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  



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/23/2024

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

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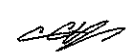
<b>PRODUCER</b> Plastridge Insurance Agency 820 NE 6th Avenue Delray Beach, FL 33483		<b>CONTACT NAME:</b> Janett <b>PHONE (A/C, No, Ext):</b> (561) 276-5221 <b>E-MAIL ADDRESS:</b> delraydocs@plastridge.com		<b>FAX (A/C, No):</b> (561) 276-5244
<b>INSURED</b> Palm Beach County Film & Television Commission, Inc. 2195 Southern Blvd., Suite 520 West Palm Beach, FL 33406		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Evanston Insurance Co.		<b>35378</b>
		<b>INSURER B:</b> Employers Preferred Ins. Co.		<b>10346</b>
		<b>INSURER C:</b> Travelers Casualty & Surety		<b>19038</b>
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

## 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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		2AA415018	10/1/2024	10/1/2025	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2AA415018	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV700269427	10/1/2024	10/1/2025	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ <b>100,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>100,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
C	Crime			105513459	10/1/2024	10/1/2025	Crime \$ <b>500,000</b>
C	Directors & Officers			105513459	10/1/2024	10/1/2025	Directors & Officers \$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**CERTIFICATE HOLDER IS LISTED ON POLICY AS ADDITIONAL INSURED WITH RESPECTS TO GENERAL LIABILITY.**  
 401K-Pension Bond limit \$150,000 - Ohio Casualty Insurance Co. #LSF218491 - 10/1/23-26

<b>CERTIFICATE HOLDER</b>  Palm Beach County Board of County Commissioners Department of Housing & Economic Development 100 Australian Avenue, Suite 500 West Palm Beach, FL 33406	<b>CANCELLATION</b>  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 
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FILM AND  
TELEVISION  
COMMISSION



September 9, 2024

Jonathan B. Brown, Director  
Department of Housing & Economic Development  
100 Australian Avenue, Suite 500  
West Palm Beach, FL 33406

Dear Mr. Brown,

Regarding Item #4, Signatory Authority, of the FY 2024 Contract. I have included a paragraph from Section 7.02 under Article Seven of the Bylaws of the Palm Beach County Film & Television Commission, Inc. (FTC) entitled "Execution of Documents." In addition, I have included that Section of the FTC's Bylaws as an enclosure.

7.02. Except as otherwise provided by law and stated herein, all checks, drafts promissory notes, orders for the payment of money, and other evidences of indebtedness of this Corporation (hereinafter collectively "checks") will be signed by the Executive Director / Film Commissioner. For all checks (a) in the excess of \$5,000 or (b) for employment compensation or reimbursement, the Executive Director / Film Commissioner shall obtain the signature of one other officer of the Corporation to sign in addition to the Executive Director / Film Commissioner. The Executive Director / Film Commissioner shall not sign any checks payable to the Executive Director/ Film Commissioner and such checks shall be signed by two other officers of the Corporation or by one other officer of the Corporation and the Director of Operations. The Director of Operations is also an approved signer for the Corporation. The Director of Operations shall not sign any checks payable to the Director of Operations, and such checks shall be signed by two other officers of the Corporation or by one other officer of the Corporation and the Executive Director/Film Commissioner. Contracts, leases or other instruments executed in the name of and on behalf of the Corporation will be signed by the Secretary and countersigned by the Chair or Executive Director/Film Commissioner.

Sincerely,

A handwritten signature in black ink that reads "Michelle Hillery".

Michelle Hillery  
Film Commissioner  
Palm Beach County Film & Television Commission, Inc.

**Enclosure**

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2195 Southern Blvd., Suite 520 • West Palm Beach, FL 33406  
P: 561.233.1000 • F: 561.233.3113  
pbfilm.com

**BYLAWS OF PALM BEACH COUNTY  
FILM AND TELEVISION COMMISSION, INC.  
A Nonprofit Corporation**

**Amended 12/23**

**ARTICLE ONE**

**INTRODUCTION**

Definition of Bylaws

1.01 These Bylaws constitute the code of rules adopted by PBC FTC, for the regulation and management of its affairs.

Purposes and Powers

1.02 This Corporation will have the purposes or powers as may be stated in its Articles of Incorporation and such powers as are now or may be granted hereafter by law.

Membership

1.03 This Corporation shall not have members.

**ARTICLE TWO**

**OFFICES AND AGENCY**

Principal Office

2.01 The principal place of business of this Corporation will be located at a geographically convenient location in Palm Beach County, Florida.

Registered Offices

Amended 08/02/17

2.02 The location of the initial registered office of this Corporation is 2195 Southern Blvd., Suite 520 West Palm Beach, Florida, and the initial registered agent of the Corporation is Michelle Hillery. Such office will be continually maintained in the State of Florida for the duration of this Corporation. The Board of Directors may from time to time change the designated registered agent and/or the address of the registered office by duly adopted resolution and filing the appropriate statement with the State.



## ARTICLE THREE

### DIRECTORS

#### Definition of Board of Directors

3.01. The Board of Directors is that group of persons vested with the management of the business and affairs of this Corporation, subject to the law, the Articles of Incorporation, and these Bylaws.

#### Structure of the Board

*Amended 12/03/03; 12/07/11; 08/02/17; 03/02/22; and 07/06/22*

3.02. The Board by Resolution may establish the number of Directors, provided that the number not exceed 28 or be less than 14. The Board of Directors shall consist of:

- (1) Voting Industry Members who shall be individuals chosen from businesses, organizations, or other entities with an interest and involvement with the film and television industry in the COUNTY, also referred to as COUNTY industry professionals;
- (2) An Ex-Officio Member, who shall be an individual designated by the Chairman of the Palm Beach County Tourist Development Council, from among its membership, and who shall sit on the Board of Directors in a non-voting, Ex-Officio capacity.
- (3) Ex-Officio Member, who shall be the Executive Director of the Palm Beach County Tourist Development Council, who shall sit on the Board of Directors in a non-voting, Ex-Officio capacity, consisting of other individuals/representatives as determined by the Board of Directors.

#### Election and Appointment of Directors

*Amended 08/04/21; and 03/02/22*

3.03. The Board of Directors named in the Articles of Incorporation will hold office until the first election of Directors. Directors will serve for a term of one year. The Organization Directors listed shall be elected in the number stated in Section 3.02 above, annually, by the identified organizations. Members shall be elected by the then current Board of Directors. The Ex-officio Directors shall be elected in the number stated in Section 3.02 above, annually, by the identified entities. Each Director will hold office for the term for which elected and until a successor has been selected and qualified. There shall be no limitation on the number of terms during which a director may serve. Elections of the Board of Directors will take place prior to the start of the new fiscal year, and officers elected shall assume office on October 1 of each year.

### Removal of Directors

Amended 07/06/22

3.04. A Director may be removed from office by a majority vote of the Board of Directors for failure to attend one-third of the meetings of the Board of Directors held during the preceding fiscal year, or for other cause, including doing acts inconsistent with the sound operation of the Corporation or acts inconsistent with the good standing and reputation of the Corporation in the community.

### Vacancies on the Board

3.05. Resignation of Directors will become effective immediately or on the date specified therein and vacancies will be deemed to exist as of such effective date. Any vacancy occurring in the Board of Directors will be filled in the manner prescribed in these Bylaws for the election or appointment of Directors. The new Director elected to fill the vacancy will serve for the unexpired term of the predecessor in office.

### Place of Directors' Meetings

3.06. Meetings of the Board of Directors, regular or special, will be held at such place or places as the Board of Directors designates by resolution duly adopted.

### Regular Directors' Meetings

3.07. Regular meetings of the Board of Directors will be held at such date, time, and period as may be established by resolution by the Board of Directors from time to time. Notice of adoption of such a resolution shall constitute notice to all Directors of regular meetings for all years and instances, and no further notice shall be required although such notice may be given.

### Call of Special Board Meetings

3.08. A special meeting of the Board of Directors may be called by either the Executive Committee or a number constituting a quorum of the Board of Directors.

### Notice of Special Directors' Meetings

Amended 10/12/22

3.09. Written or printed notice stating the place, day and hour of any special meeting of the Board of Directors will be delivered to each Director not less than seven (7) nor more than fourteen (14) days before the date of the meeting, either personally or by first class mail, by or at the direction of the Chair, or the Secretary, or the Directors calling the meeting. If mailed, such notice will be deemed to be delivered when deposited in the United States mail addressed to the Director at his address as it appears on the records of this Corporation, with postage prepaid.

Waiver of Notice

3.10. Attendance of a Director at any meeting of the Board of Directors will constitute a waiver of notice of such meeting except where such Director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Quorum of Directors;

Amended 8/06/08; and 08/04/21; and 03/02/22

3.11. As prescribed in County Ordinance No. 21-009, 25% of voting members shall constitute a Quorum. The act of a majority of the Directors present at a meeting at which a quorum is present will be the act of the Board of Directors unless a greater number is required under the provisions of the Articles of Incorporation of this Corporation, or any provision of these Bylaws.

**ARTICLE FOUR**

**OFFICERS**

Roster of Officers

Amended 07/06/16; 08/02/17; 08/04/21; and 08/02/23

4.01. The officers of this Corporation will consist of the following persons selected from among the Board of Directors and such others as the Board shall designate from time to time:

- (1) A Chair;
- (2) A Vice Chair;
- (3) A Past Chair;
- (4) A Secretary;
- (5) A Treasurer;
- (6) An Alternate;
- (7) A Second Alternate.

Chair

4.02. The Chair will be the Chief Executive Officer of this Corporation and will, subject to the control of the Board of Directors and its Executive Committee, supervise and control the affairs of the Corporation. The Chair will perform all duties provided in these Bylaws or as may be prescribed from the time to time by the Board of Directors.

Vice Chair

4.03. The 1<sup>st</sup> Vice Chair will perform all duties and exercise all powers of the Chair when the Chair is absent or is otherwise unable to act. The 1<sup>st</sup> Vice Chair will perform such other duties as may be prescribed from time to time by the Board of Directors or its Executive Committee.

Past Chair

4.04. The Past Chair will perform all duties and exercise all powers of the Chair when the Chair and Vice Chair are absent or are otherwise unable to act. The Past Chair will perform such other duties as may be prescribed from time to time by the Board of Directors or its Executive Committee.

Secretary

4.05. The Secretary will keep minutes of all meetings of the Board of Directors and be the custodian of the corporate records, will give all notices as are required by law or by these Bylaws, and generally will perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned from time to time by the Board of Directors or its Executive Committee.

Treasurer

4.06. The Treasurer shall perform as prescribed by the Board of Directors.

Alternate(s)

4.07. The Alternates shall perform as prescribed by the Board of Directors.

Selection of Officers

Amended 03/02/22

4.08. Each of the officers of this Corporation will be elected annually by the Board of Directors. Each Officer will remain in office until a successor to such office has been selected and qualified. Such election of the Officers will take place prior to October of the upcoming fiscal year.

Removal of Officers

4.09. Any Officer elected or appointed to office may be removed by the persons authorized under these Bylaws to elect or appoint such Officers whenever in their judgment the best interests of this Corporation will be served.

Executive Director / Film Commissioner

4.10. Notwithstanding any other provision of these Bylaws, the Board of Directors may from time to time designate an employee of the Corporation to serve as Executive Director / Film Commissioner of the Corporation, in accordance with the provisions of this paragraph. The Executive Director / Film Commissioner shall be appointed by the Board of Directors and may be removed from such office by the Board of Directors whenever in their judgment the best interests of the Corporation will be served. The Executive Director / Film Commissioner shall be responsible for the management of the day-to-day operation of the Corporation, subject to the direction of, and consistent with the policies adopted by, the Chair, the Executive Committee, and the Board of Directors. The Executive

Director / Film Commissioner shall not constitute an officer of the corporation for the purposes of paragraph 7.02 or 7.05 of these Bylaws.

## ARTICLE FIVE

### INFORMAL ACTION

#### Waiver of Notice

5.01. Whenever any notice whatever is required to be given under the provisions of the law, the Articles of Incorporation of this Corporation, or these Bylaws, a waiver of such notice in writing signed by the person or persons entitled to notice, whether before or after the time stated in such waiver, will be deemed equivalent to the giving of such notice, and the Corporation intends to follow the applicable Sunshine Laws and Procedures with respect to notice.

## ARTICLE SIX

### EXECUTIVE COMMITTEE

#### Definition and Authority

Amended 03/02/22

6.01. There shall be an Executive Committee which shall be composed of the officers of the Board of Directors as provided in Section 6.02 of this Article. The Executive Committee shall initiate and assign issues for study and policy development and shall make recommendations to the Board of Directors regarding matters of policy, including preparation of proposed budgets, business plans, agendas for action, and major agreements and contracts. The Executive Committee shall act as a Nominating Committee for elections and/or appointments to the Board of Directors and will have authority to act for the Board in the day-to-day management and operation of the Corporation consistent with Board policy and to the extent permitted by law and by the Articles of Incorporation or these Bylaws.

#### Structure

Amended 08/02/17; 08/04/21; and 03/02/22

6.02. The Executive Committee shall consist of the Officers listed in 4.01.

#### Meetings

6.03. Meeting of the Executive Committee shall be called by the Chair, or in his/her absence, by the Vice Chair. In the absence of the Chair and Vice Chair, the Past Chair may call for a meeting of the Executive Committee. Three (3) members of the Executive Committee shall constitute a quorum at any meeting. The act of a quorum of the members of the Executive Committee present at a meeting at which a quorum is present will be the act of the Executive Committee unless a greater number is required under the provisions of the Articles of Incorporation of this Corporation, or any provision of these Bylaws.

## ARTICLE SEVEN

### OPERATIONS

#### Fiscal Year

Amended 10/12/2022

- 7.01. The Fiscal year shall be October 1st through September 30th of each year.

#### Execution of Documents

Amended 07/06/2016; and 12/06/2023

7.02. Except as otherwise provided by law and stated herein, all checks, drafts promissory notes, orders for the payment of money, and other evidences of indebtedness of this Corporation (hereinafter collectively "checks") will be signed by the Executive Director / Film Commissioner. For all checks (a) in the excess of \$5,000 or (b) for employment compensation or reimbursement, the Executive Director / Film Commissioner shall obtain the signature of one other officer of the Corporation to sign in addition to the Executive Director / Film Commissioner. The Executive Director / Film Commissioner shall not sign any checks payable to the Executive Director / Film Commissioner and such checks shall be signed by two other officers of the Corporation or by one other officer of the Corporation and the Director of Operations. The Director of Operations is also an approved signer for the Corporation. The Director of Operations shall not sign any checks payable to the Director of Operations, and such checks shall be signed by two other officers of the Corporation or by one other officer of the Corporation and the Executive Director / Film Commissioner. Contracts, leases or other instruments executed in the name of and on behalf of the Corporation will be signed by the Secretary and countersigned by the Chair or Executive Director / Film Commissioner.

#### Books and Records

7.03. This Corporation will keep at its principal place of business a register giving the names and addresses of members of the Board of Directors, of its Executive Committee and the original or a copy of its Bylaws including amendments to date certified by the Secretary of the Corporation.

#### Inspection of Books and Records

Amended 12/06/2023

7.04. All books and records of this Corporation may be inspected for any proper purpose at any reasonable time on written demand under oath stating such purpose.

#### Nonprofit Operations - Compensation

7.05. This Corporation will not have or issue shares of stock. No dividend or compensation will be paid, and no part of the income of this Corporation will be distributed to its Directors or Officers, except reasonable compensation for services rendered other than the service as a Director or Officer. In furtherance of the foregoing, the Executive Director / Film Commissioner

may be paid reasonable compensation.

#### Loans to Management

7.06. This Corporation will make no loans to any of its Directors or Officers.

#### Corporate Property

7.07. (1) No Director of this Corporation may have any vested right, interest, or privilege of, in, or to the assets, functions, affairs, or franchises of the Corporation, or any right, interest or privilege which may be transferable or inheritable, or which will continue if his Directorship ceases, or while they are not in good standing.

(2) Expelled Directors shall have no property rights to assets of the Corporation.

(3) The Directors of this Corporation may authorize secured transactions or other dispositions of corporate assets.

#### Florida Sunshine Law

Amended 8/06/08

7.08. To the extent any dealings of this Corporation are governed by the Florida Sunshine Law (Section 286.011, Florida Statutes) and Public Records Acts (Chapter 119, Florida Statutes), the provisions of those statutes shall supersede any conflicting provisions of these By-laws and the Policies and Procedures of the Corporation

### **ARTICLE EIGHT**

#### **AMENDMENTS**

##### Amendment of Articles of Incorporation

8.01. The power to alter, amend, or repeal the Articles of Incorporation of this Corporation is vested in the Board of Directors. Such action must be taken pursuant to a resolution approved by vote of two-thirds of the Directors.

##### Amendment of Bylaws

8.02. The power to alter, amend, or repeal these Bylaws, or to adopt new Bylaws, insofar as is allowed by law, vested in the Board of Directors. Such action must be taken pursuant to a resolution approved by vote of two-thirds the Directors.

**ARTICLE NINE**

Added 10/12/2022

**MASTER AGREEMENT**

Master agreement between Palm Beach County, the Tourist Development Council, and the Palm Beach County Film and Television Commission.

9.01. The corporation has entered into an ongoing Master Agreement to promote film, television and still photography in Palm Beach County, and to promote Palm Beach County as an ideal film, television and photography destination. Therefore, the terms of such Master Agreement that affect the Corporation are hereby incorporated by reference. In the event of a conflict between the terms of the Master Agreement and the Corporation's Bylaws, the Mater Agreement shall control.

**CERTIFICATION**

I certify the foregoing to be a confirmed copy of the Bylaws of PBCFTC, with amendments through December 06, 2023.

DocuSigned by:

*James Bearden*

40576196E03C4B1

James Bearden, Secretary

(SEAL)