

AGREEMENT FOR
MARKETING AND PROMOTIONAL SERVICES

THIS AGREEMENT, made as of this 17th day of September, 2024, by and between the BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, a public body (the "County"), and the PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC., a Florida not-for-profit corporation and a tax-exempt, 501(c)(6) qualified organization (the "CVB").

W I T N E S S E T H:

WHEREAS, the County, the City of Panama City Beach and the Bay County Tourist Development Council (the "TDC"), through County Resolution 2097, adopted March 18, 1998, City of Panama City Beach Resolution 98-3 adopted February 12, 1998, and TDC Resolution adopted January 27, 1998, did approve the formation of the CVB as a Florida not-for-profit corporation to provide destination sales, marketing and promotional services for the Panama City Beach Tourist Tax District through an independent, annual contract with the County; and

WHEREAS, in those resolutions all three bodies found that an independent, not-for-profit corporation capable of acting independently would best serve the public need of promoting tourism in the greater Panama City Beaches and relieve the County and its administrative staff of attempting to operate in this unique, highly competitive and fast-paced arena, while maintaining public confidence through transparency and observance of all public meeting and records laws; and

WHEREAS, the County confirms those findings made in 1998 and, with the benefit of hindsight, further finds that the CVB has not only lived up to the County's expectations but has consistently demonstrated a high level of professional expertise and success in destination marketing and operating a visitor's bureau, and accordingly the CVB enjoys the

confidence of the County to select the means and methods to market and promote the Panama City Beaches; and

WHEREAS, the CVB has prepared a Fiscal Year 2025 Budget and Program of Work, a copy of which is attached and Marked Exhibit 1 to this Agreement; and

WHEREAS, on August 13, 2024, the TDC approved of the CVB's 2025 Budget and Program of Work, which includes the Panama City Beach Sports Park and Stadium Complex (the "Publix Sports Park"), to be funded from: the tourist development taxes collected within the Panama City Beach Tourist Development Tax District; \$30,000 to be funded from the County General Fund used by the CVB to partially fund the Bay County Film Commission; and from revenues earned by the CVB from its activities, and unanimously recommended its acceptance by the County; and

WHEREAS, the County desires to have the CVB implement the Program of Work through the independent exercise of its professional expertise, experience and staff.

WHEREAS, the CVB, as a component unit of the County, is a separate legal entity with its powers and assets nonetheless restricted by its Articles of Incorporation to the national and international promotion and marketing of tourism for the greater Panama City beaches, as more particularly stated in those Articles.

NOW, THEREFORE the parties agree:

1. The CVB shall use its best efforts to timely and professionally carry out the Fiscal Year 2025 Budget and Program of Work ("Program of Work"), and to implement the TDC's Strategic Plan (Amended 2023).
2. Unless waived by the Board of County Commissioners, at the beginning of each calendar quarter the CVB shall present to the Board a report on its activities and expenditures to carry out the Program of Work and the Strategic Plan during the preceding quarter, specifically including the receipt and

expenditure of Tourist Development Tax funds.

3. In consideration of the CVB carrying out the FY 2025 Budget and Program of Work, the County will pay the CVB the sum of \$26,915,835 (comprised as follows: \$15,310,568 from Fund 125; \$8,706,865 from Fund 127; \$2,868,402 from Fund 128; and \$30,000 from the General Fund to support the County Film Commission) from budgeted collections for FY 2025, and estimated carryforwards. The County agrees that its budget officer will do all things lawfully within her power to submit appropriate budget amendments and to otherwise appropriate additional available cash carry-forwards, in Funds 125 and 128, from prior fiscal years, including dollars from prior years Agreements for Marketing and Promotional Services (previous CVB contracts), any other monies within Funds 125 and 128 not expended in the immediately preceding year, and collections in excess of the FY 2024 budgeted income. The CVB's FY 2025 Budget and Program of Work, as presented, contemplate receipt of an estimate of these revenues.
4. In consideration of the CVB operating the Publix Sports Park, the sum of \$2,537,220 to be paid in regular installments - first from park revenues collected by the CVB and deposited with the County and then from budgeted tourist development tax collections. For FY 2025, this aggregate sum is the "Funding Obligation" contemplated to be paid pursuant to the funding and recovery protocols established in that certain June 2019 Addendum to FY 2019 Agreement for Marketing and Promotional Services which addendum was approved by the County in regular session on June 18, 2019, (the "Addendum"). The Addendum is incorporated by reference into this agreement as if set forth in full.
5. The sums due to the CVB under this Agreement shall be payable in such advance installments and at such times, no more frequently than weekly in the absence of an extraordinary circumstance or opportunity, as the CVB shall

request by invoice to the County meeting the requirements of Paragraph 5 of this Agreement. Payment shall be by wire transfer to the CVB within five (5) working days of receipt of an invoice.

6. Except as provided in paragraph 3(iv) above and as provided below, every invoice presented by the CVB to the County under this agreement, except shall include the following physical or digital documentation for each item included in it: (A) a copy of the related third party bill, statement or invoice, or where there is no bill, statement or invoice a copy of the contract or other evidence of the obligation to be paid by the CVB (B) CVB staff approval of each expenditure, and (C) a statement relating the item to be paid to the Fiscal Year 2025 Budget and Program of Work. An Imprest System and Imprest Account may be established by the Clerk of Court whereby a fixed amount is reserved for and funded to the CVB for one pay period (inclusive of payroll, payroll taxes and employee benefits for one pay period), calculated by reviewing the average high payroll, payroll taxes and employee benefits for one pay period during the past fiscal year. Once this initial Imprest Account is funded by the Clerk of Court, all CVB routine payroll, payroll taxes, employee benefits will be included in an invoice with documentation provided by the CVB to the County in order to reconcile the Imprest Account, and once reconciled, to replenish the Imprest Account. This Imprest account shall be for the sole purpose of payment of these payroll related items. If the County or the Clerk of the Court seeks additional information on any item included within an invoice, the amount of that item will be deducted from the invoiced amount paid to the CVB. The CVB agrees not to pay the item in question with funds from the County until such time as the questions have been resolved.
7. All payments due hereunder (except \$30,000 for the Film Commission and the funds paid from Sports Park revenues) shall be paid solely from development taxes collected within the Panama City Beach Tourist Development Tax District. This agreement shall not restrict the manner in

which funds that are collected from sources other than Tourist Development Tax revenues and earnings thereon are spent.

8. As soon as practicable after the close of its fiscal year immediately preceding the fiscal year of this Agreement, and as soon as practicable after the close of the fiscal year of this Agreement, the CVB at its expense shall cause its books and records to be audited by an independent, certified public accountant on the same standards as are applicable or chosen by the County, and the CVB shall be included in the County's annual financial reporting as a discreet component unit of the County.
9. The CVB's books and records are subject to Florida's public records laws. The CVB shall cooperate with the Bay County Clerk of the Court and Comptroller to post-audit, upon reasonable notice and at reasonable times, the CVB books and records as he deems necessary. The CVB will provide the Clerk such space in the CVB office complex and such copies as the Clerk may reasonably require.
10. The effective date of this Agreement is October 1, 2024.

[Signatures on next page.]

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF
BAY COUNTY FLORIDA

Attest:

Bill Kinsaul, Clerk

Tommy Hamm, Chairman

Approved as to correctness of form:

Attorney for Bay County

Reviewed for budgetary implications:

Budget Officer for Bay County

PANAMA CITY BEACH CONVENTION
AND VISITORS BUREAU, INC.,

Daniel J. Rowe, President