

AGENDA COMBINED BOARD MEETING

Bay County Tourist Development Council Panama City Beach Convention & Visitors Bureau, Inc. Panama City Beach

Panama City Beach 9:00 a.m.

Tuesday, July 9, 2019

Council Room, PCB City Hall

- I. CALL MEETING TO ORDER
- II. ROLL CALL
 - A. Invocation
 - B. Pledge of Allegiance
 - C. Approve Minutes from May 14, 2019 and June 11, 2019
- III. REQUESTS TO ADDRESS THE BOARD ON AGENDA ITEMS (3 Minutes)
- IV. UPDATE ON TOURIST DEVELOPMENT TAX COLLECTIONS, Mr. Tyler Miller, Tourist Development Tax Specialist
- V. CONSENT AGENDA
 - A. <u>BEACH NOURISHMENT</u> Approve APTIM Coastal Planning & Engineering, Inc. Invoice #452303-RI-00636 and Invoice #452299-RI-00636
 - B. <u>SPORTS PARK PROJECT MANAGEMENT</u> Approve Anchor CEI Invoice #274
- VI. PRESENTATIONS
 - A. Panama City Beach Sports Complex Construction Update, Mrs. Elizabeth Moore, Anchor CEI
- VII. BOARD ACTION ITEMS
 - A. Discuss and Consider for Approval Beach Renourishment resolution for State Funding Request 2020/21 for the Panama City Beaches Erosion Control Project and recommend to the Bay County Board of Commissioners, Mr. Dan Rowe
 - B. Discuss and Consider for Approval Beach Management Program Grant from The Florida Department of Environmental Protection Beach Management Funding Assistance Program for fiscal year 2020-2021 for the Mexico Beach Shoreline Restoration Project and recommend to the Bay County Board of Commissioners, Mr. Dan Rowe
 - C. Discuss and consider for approval APTIM Continuing Services Task Order, in an amount not to exceed \$46,600, Mr. Dan Rowe
 - D. Discuss and consider for approval Dewberry Continuing Services Task Order, in an amount not to exceed \$46,600, Mr. Dan Rowe
 - E. Discuss and consider for approval, and recommendation to the Bay County Board of County Commissioners, the Panama City Beach Sports Complex Sponsorship Guidelines, Mr. J Michael Brown
- VIII. PRESIDENT'S REPORT
- IX. CHAIRMAN'S REPORT
- X. AUDIENCE PARTICIPATION
- XI. ADJOURNMENT



APTIM 2481 NW Boca Raton Blvd. Boca Raton, FL 33431 Tel: +1-561-391-8102 Fax: +1 561-391-9116

Dan Rowe Bay County TDC 17001 Panama City Beach Pkwy. Panama City Beach, FL 32413 6/20/2019 Invoice # 452303-RI-00636

Billing Period: through 5/31/19 Consultant's Project # 1570003532

Professional Engineering Services Invoice For:

Phase 2 Geophysical and Geotechnical Sand Search for Mexico Beach, Florida

Task Order # 16

TASK	APPROVED CONTRACT AMOU	PERCENT NT COMPLETE	TOTAL	
Phase 2 Sand Search & Numerical Modeling	\$439,110.00	25%	\$109,777.50	
Sub-Total:	\$439,110.00		\$109,777.50	
		LESS PREVIOUS INVOICE:	21,955.50	

TOTAL CURRENT AMOUNT DUE THIS INVOICE...... \$87,822.00

Please remit to:

P.O. Box 847958 Boston, MA 02284-7958

0291-5303104



APTIM 2481 NW Boca Raton Blvd. Boca Raton, FL 33431 Tel: +1-561-391-8102 Fax: +1 561-391-9116

Dan Rowe Bay County TDC 17001 Panama City Beach Pkwy. Panama City Beach, FL 32413 6/20/2019 Invoice # 452299-RI-00636

Billing Period: through 5/31/19 Consultant's Project # 1123003532

Professional Engineering Services Invoice For:

Post-Hurricane Michael Coastal Aerials & Coastal Engineering for Panama City Beaches, FL Task Order # 14

TASK	APPROVED CONTRACT AMOUNT	PERCENT COMPLETE	TOTAL
Task 1: Coastal Aerials	\$7,920.00	100%	\$7,920.00
Task 2: Post- Storm Engineering Assessment	\$33,103.00	75%	\$24,827.25
Sub-Total:	\$41,023.00		\$32,747.25
	LESS	PREVIOUS INVOICE:	\$29,436.95
TOTAL CI	JRRENT AMOUNT DUE TH	IS INVOICE	\$3,310.30

Please remit to:

P.O. Box 847958 Boston, MA 02284-7958 0291-5303104



Anchor Consulting Engineering and Inspection, Inc.

450 Magnolia Avenue Panama City, FL 32401

Invoice

Date	Invoice #
7/1/2019	274

Bill To

PCB Convention and Visitors Bureau 17001 Panama City Beach Parkway Panama City Beach, FL 32413

P.O. No.	Terms
TO 7 - 15	Due on receipt

\$40,156.23

\$40,156.23

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Description	Contract Amt	Prior Amt	Prior %	Curr %	Total %	Amount
Task Order No. 7 - Construction Inspection and Administration Services - June	33,360.00	•		100.00%	100.00%	33,360.00
SFM Travel Expenses for June	677.48			100.00%	100.00%	677.48
City of Panama City Water Meter and Administration Fees	6,118.75			100.00%	100.00%	6,118.75
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Elizabeth Moore

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City of Panama City Beach

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C: 850.811.6629

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TRIP SUMMARY

1927296169 13 May 19 Beaking Number: Booking Date:

E-Town to PCB

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PASSENGER NAME(S)

MAYS/MICHAEL KEITH (DL#9281147950 KT#TT11253K7)

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Delta Flight #1705 Wednesday, 29 May 19

Depart: Louisville, KY (SDF)
Arrive: Atlanta, GA (ATL)

Economy Class

Fit Time: 1:31 8:29pm 6:58pm McDonnel Douglas MD-80

Arrives Terrininal S

Check in an ing Seat(s): 16D

Delta Flight #2083 Wednesday, 29 May 19

Arrive: Panama City/Northwest Florida Beaches Airport, FL (ECP) Depart: Atlanta, GA (ATL)

Flt Time: 1:04

McDonnel Douglas MD-80

10:49pm 10:45pm

> Departs Terminal S Economy Class Seat(s): 15D

AIR PRICING

\$144,00 Total \$31.44 ¥e_ \$112,56 Base 3067430471744 (it ket #(s) Michael Keith Mays Passenger

Nete: All prices are in U.S. dollars.

IMPORTANT NOTES

- Please review this itinerary carefully and, if you find any discrepancies, contact us within 24 hours.
- Airline schedules are subject to Hange. We strongly suogest that you reconfirm your reservation with us or the ticketed cerner within 72 hours of your flight.
 - These tickets are non-refundable and cannot be transferred to a different person.
- A fee applies for timerary changes, plus any fare difference if you change to a more expensive therary. Some limitations apply.
 - Changes or cancellations to air tickets must be made prior to the departure of the flight being
 changed or cancelled by calling us or the carrier directly. If you are unable to do so, the ticket
 will become void, with no refund or residual value.
 - All fliers over the age of 17 must travel with a government issued photo ID (e.g. driver's license/passport).
- For domestic flights, it is recommended that you arrive at the airport no later than 1 hour prior to flight time. For international flights, you should allow at least 2 hours.

MM | Anchor CEI/PCB Site Visit | May 29-30 | SFM-B - E-Town to PCB Flight.jpg

Arriving Flight split due to multi-city travel. Delta arriving flight = \$72.00

Meal expense split due to multi-city travel.

Dinner = \$7,98

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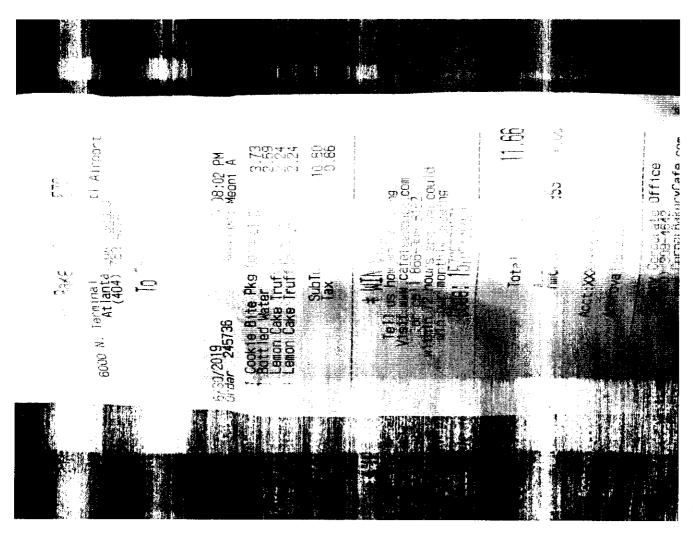
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We thank you for visiting: Tinsley Family Concession Inc. 5C2-640-9453 Georgent@pengeo.com Let us know how we did!!!!

WWW.BOURBONFEEDBACK.COM and complete We value your bustness greatly our customer feedback WebForm. 60 to:



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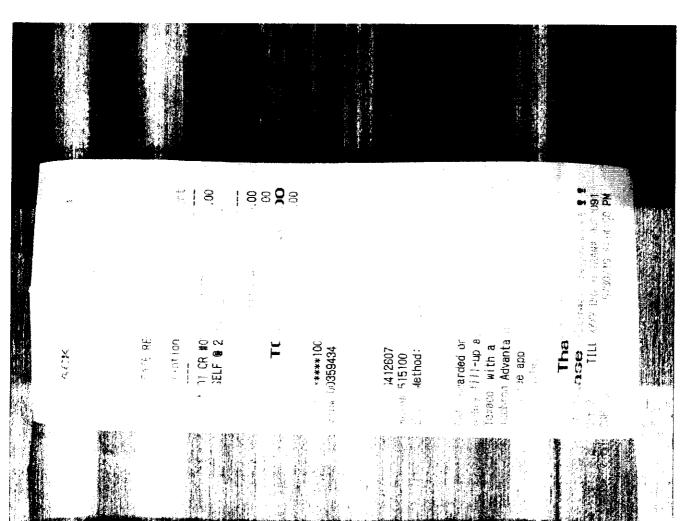
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IMPORTANT NOTES

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Parking = \$30.00

RESOLUTION NO. _____

A RESOLUTION OF THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS, BAY COUNTY, FLORIDA, REQUESTING A CONTINUATION OF THE BEACH MANAGEMENT PROGRAM GRANT FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BEACH MANAGEMENT AND FUNDING ASSISTANCE PROGRAM FOR FISCAL YEAR 2020/2021 FOR THE PANAMA CITY BEACHES EROSION CONTROL PROJECT.

WHEREAS, prior to the initial beach restoration project in 1998/99, the Panama City Beaches were severely eroded, providing diminished storm protection and reduced recreation area, impacting the tourism-based-economy; and

WHEREAS, Bay County has identified beach preservation, and beach renourishment as a priority to the County; and

WHEREAS, Bay County has developed a Long Range Beach Management and Erosion Control Plan for the Panama City Beaches to address the issues of beach preservation, and beach renourishment; and will serve as the local sponsor; and

WHEREAS, the Florida Department of Environmental Protection is the beach and shore preservation authority for the State and supervises the Beach Management and Funding Assistance Program; and

WHEREAS, the third renourishment project of the Panama City Beach project area was constructed locally by Bay County in May 2017 and Bay County planned to continue monitoring the project and maintaining the project with periodic renourishment; and

WHEREAS, Hurricane Michael made landfall as a Category 5 storm just east of Panama City Beach on Mexico Beach on October 10th, 2019, causing storm erosion to the beach; and

WHEREAS, the U.S. Army Corps of Engineers preliminary Project Information Report regarding Hurricane Michael produced a positive project construction benefit-tocost ratio; and

WHEREAS, it is expected that the U.S. Army Corps of Engineers will construct a repair renourishment project to replace the volume of sand lost by Hurricane Michael as well as additional volume to bring the project back to full project design; and

WHEREAS, the erosion at St. Andrews State Park, immediately adjacent to the federal Panama City Beaches renourishment project area, is at a critical level with limited beach berm width and severe scarping at the dune resulting in dangerous cliffs; and

WHEREAS, a full restoration of the St. Andrews State Park has become critically necessary and Bay County is willing to serve as the local sponsor through its representative, the Bay County Tourist Development Council; and

WHEREAS, construction of a beach restoration at St. Andrews State Park may be able to take advantage of the U.S. Army Corps of Engineers led renourishment of the adjacent Panama City Beach project area; and

WHEREAS, Bay County has determined that funds provided through the Beach Management and Funding Assistance Program would greatly assist and expedite the repair of the Panama City Beaches to include the U.S. Army Corps of Engineers federal Panama City Beaches renourishment project, as well as an initial, full restoration project at St. Andrews State Park.

WHEREAS, Bay County requests continued support of its existing Grant Agreements, and new State funding assistance via an amended or new grant agreement, whichever is necessary, with the Florida Department of Environmental Protection; and supports the Department's beach and coastal management programs; and

Now, Therefore, Be It Resolved by the Board of County Commissioners of Bay County, Florida as follows:

Section 1. The County Commission hereby determines that it is in the best interest of Bay County to request continued support of its existing Grant Agreements and new State funding assistance via an amended or new grant agreement pursuant to Florida Statute 161.091, for the Panama City Beaches Erosion Control Project through the Florida Department of Environmental Protection. Said funding to be used to plan for, permit, design, construct, and monitor future renourishment for the Panama City Beaches Erosion Control Project to also include a full restoration at St. Andrews State Park.

Section 2. The Board of County Commissioners hereby determines that it is in the best interest of Bay County to renew its support for all funds previously approved for the Panama City Beaches Erosion Control Project, said funding was used for design, permitting, construction, monitoring and maintaining the Panama City Beaches Erosion Control Project per permit requirements.

Section 3. The Board of County Commissioners hereby determines that the local funding share to implement the project will be provided through the Bay County Tourist Development Council representing the County as the local taxing authority.

<u>Section 4</u>. The Chairman of the Board of County Commissioners, or his designee, is hereby authorized to execute the funding application, enter into such agreements as are required to secure available funding and to otherwise act on behalf of Bay County in all matters related to the securing of available grant funding from the Beach Management and Funding Assistance Program for Fiscal Year 2020/2021.

<u>Section 5</u>. This Resolution shall take effect immediately upon its adoption.

Done and adopted by theday of	Board of County2019.	Commissioners of Bay County, Florida this
		Philip Griff Griffitts, Chairman
ATTEST:		
Bill Kinsaul, Clerk		APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
		Office of County Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS, BAY COUNTY. FLORIDA, REQUESTING A BEACH MANAGEMENT **GRANT** PROGRAM FROM THE **FLORIDA** DEPARTMENT OF ENVIRONMENTAL PROTECTION BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM FOR FISCAL YEAR 2020/2021 FOR THE MEXICO BEACH SHORELINE RESTORATION PROJECT.

WHEREAS, Hurricane Michael made landfall on Mexico Beach as a Category 5 storm on October 10th, 2019, causing catastrophic upland damage to structures and infrastructure, as well as extensive erosion to the beach and dune system;

WHEREAS, prior to Hurricane Michael, the Mexico Beach Community Development Council had identified beach preservation and beach restoration as a priority due to the Mexico Beach shoreline being severely eroded, providing diminished storm protection and reduced recreation area, and impacting the tourism-based-economy; and

WHEREAS, in 2017, the Mexico Beach CDC fully funded an update to the 2008 Mexico Beach feasibility study which included updating shoreline conditions, evaluating methods to increase the effectiveness and efficiency of inlet sand bypassing as well as cost-effectively place sand in the area of need; and

WHEREAS, the City of Mexico Beach advanced the recommendations from the CDC funded study and was nearly complete with design and permitting for a truck haul sand bypass project when Hurricane Michael made landfall; and

WHEREAS, Bay County has identified beach preservation, and beach renourishment as a priority to the County to include Mexico Beach; and

WHEREAS, immediately following Hurricane Michael, the Bay County Tourist Development Council and Bay County recognized the need to move forward immediately with design, permitting, and an offshore sand search investigation necessary to develop a beach restoration project to address the damages caused by Hurricane Michael and identified a local funding source to begin this work; and

WHEREAS, the Florida Department of Environmental Protection is the beach and shore preservation authority for the State and supervises the Beach Management and Funding Assistance Program; and

WHEREAS, the Florida Department of Environmental Protection also recognized the need to move forward immediately with design, permitting, and an offshore sand search investigation necessary to develop a beach restoration project to address the damages caused by Hurricane Michael and provided 50/50 state cost-sharing for this work; and

WHEREAS, the design, permitting, and offshore sand source investigation work is well underway; and

WHEREAS, Bay County has determined that funds provided through the state's Beach Management and Funding Assistance Program are critical for a full-scale restoration of the Mexico Beach shoreline and will serve as the local sponsor; and

WHEREAS, Bay County requests new State funding assistance via a new grant agreement with the Florida Department of Environmental Protection; and supports the Department's beach and coastal management programs; and

Now, Therefore, Be It Resolved by the Board of County Commissioners of Bay County, Florida as follows:

<u>Section 1</u>. The County Commission hereby determines that it is in the best interest of Bay County to request new State funding assistance via a new grant agreement pursuant to Florida Statute 161.091, for the Mexico Beach Shoreline Restoration Project through the Florida Department of Environmental Protection. Said funding to be used to for a full-scale beach restoration project at Mexico Beach.

Section 2. The Board of County Commissioners hereby determines that at this time, a local funding source has not been identified to fulfill the substantial local share of a full-scale beach restoration project and that state funding is vital for the project to be constructed.

<u>Section 3</u>. The Chairman of the Board of County Commissioners, or his designee, is hereby authorized to execute the funding application, enter into such agreements as are required to secure available funding and to otherwise act on behalf of Bay County in all matters related to the securing of available grant funding from the Beach Management and Funding Assistance Program for Fiscal Year 2020/2021.

Section 4. This Resolution shall take effect immediately upon its adoption.

Done and adopted by	the Board of Coun	nty Commissioners of Bay County, Florid	a this
day of	2019.		
		Philip Griff Griffitts, Chairman	

ATTEST:	
Bill Kinsaul, Clerk	APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
Din Kinsaui, Cicik	
	Office of County Attorney

COMBINED TASK ORDER AND NOTICE TO PROCEED

TASK ORDER	NO. 17		DATE	_
acting by and to the County And Engineeri BEACHES ANI November 17	ence is made to that certain MA through the BAY COUNTY TOU to administer said agreement, ing, Inc., relating to PROFESSIO D SHORELINE RENOURISHME 7th, 2015, (the Agreement), therein as if set forth in full. Ne	JRIST DEVELOPM and APTIM as suc NAL, COASTAL EN NT PROJECT date the terms, condi	ENT COUNCIL as the advisory cessor in interest to Coastal I GINEERING SERVICES FOR THE ded December 7th, 2010, as a tions and definitions of wh	y agency Planning HE GULF mended
-	Pursuant to the Agreement, I rated <u>Attachment</u> A, Scope o ourly services as requested.			
	Engineer's total compensation determined by one of the follon pensation shall be paid in mo	wing methods as	mutually agreed upon by both	parties.
_	Engineer's total compensation in a stipulated sum of \$		ursable expenses, if any, is esta or	ablished
_	in a stipulated sum of \$, plus t	ursable expenses, if any, is est he specified allowances liste by County Manager or his desi	d below
	allowance of \$	for	, and	
	allowance of \$	for	, and	
	allowance of \$	for	, or	
<u>X</u>	established by a fee determi \$46,600 through the expirati	ned on a time-indon of the Agreem	mbursable expenses, if any, volved basis with a maximum ent on December 7, 2020. <u>Torder for the same, or similar, and the same, or similar, the same, or similar, and the same and the sam</u>	n cost of <u>his Task</u>

If reimbursable expenses are to be paid hereunder, such expenses must be specifically AUTHORIZED AND IDENTIFIED in <u>Attachment B</u> and established at either a fixed amount or a not-to-exceed price identified in said <u>Attachment B</u>.

Services.

3. Work shall begin on execution of this Task Order and shall be substantially completed by December 7, 2020. Liquidated delay damages are set at the rate of \$(not applicable). There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

- 4. RESERVED
- 5. Subconsultant(s) __will not

X will

be used for the Work, as needed, provided the County shall for each requested task approve the personnel involved.

Upon execution of this Task Order by both Engineer and County, Engineer is directed to proceed.

[Signatures on following pages.]

IN WITNESS WHEREOF, APTIM has caused these presents to be executed in its name on the date shown.

Witness:	APTIM	
	Ву:	
Print Name:	Name:	
	Its:	
Print Name:		
State of Florida		
County of		
	ent was acknowledged before me on on behalf of and as the	
interest to Coastal Planning & F		
	Notary Public	
Personally Known Type of Identification Produce	OR Produced Identification	

IN WITNESS WHEREOF, APTIM has caused these presents to be executed in its name on the date shown.

BOARD OF COUNTY COMMISSIONERS BAY COUNTY, FLORIDA ATTEST: BY: Phillip Griffitts, Chairman Bill Kinsaul, Clerk Approved for form: Office of County Attorney

ATTACHMENT A

Scope of Services

General, miscellaneous coastal engineering and related services as requested to be performed on an agreed schedule and compensated on a time involved, unit price basis as specified in the Agreement for Engineer and, if applicable, as agreed for any subconsultant.

ATTACHMENT B

Expenses

Any reimbursable expenses must be approved in advance as to nature and maximum amount, in writing unless this requirement waived for good cause show and in the County's sole, unfettered discretion.

COMBINED TASK ORDER AND NOTICE TO PROCEED

TASK ORDER N	NO. 15	DATE	, 2019
acting by and to the County Rish, Inc., relat AND SHORELIN 2015, (the Agr	nce is made to that certain MASTER SERVICES AGREEMENT In through the BAY COUNTY TOURIST DEVELOPMENT COUNCING administer said agreement, AND Dewberry Engineers, In thing to PROFESSIONAL, COASTAL ENGINEERING SERVICES FOR RENOURISHMENT PROJECT dated December 7th, 2010, as a deement), the terms, conditions and definitions of which are in the Neither party is in breach of the Agreement.	L as the advis c. as assignee OR THE GULI amended Nove	ory agency of Preble- F BEACHES ember 17 th ,
	Pursuant to the Agreement, Engineer agrees to perform the rated Attachment_A , Scope of Services, relating to miscell burly services as requested.		
	Engineer's total compensation for the services to be provid determined by one of the following methods as mutually agre apensation shall be paid in monthly installments as specified	ed upon by bo	oth parties.
_	Engineer's total compensation, including reimbursable experin a stipulated sum of \$, or	ises, if any, is e	established
_	Engineer's total compensation, including reimbursable experin a stipulated sum of \$, plus the specified which hereafter may be authorized in writing by County Man	allowances lis	sted below
	allowance of \$ for	, and	
	allowance of \$ for,	and	
	allowance of \$ for	or	
<u>X</u>	Engineer's total compensation, excluding reimbursable established by a fee determined on a time-involved basis v \$46,600 through the expiration of the Agreement on Decemorder supersedes and replaces any prior Task Order for the Services.	with a maxim nber 7, 2020.	um cost of This Task

3. Work shall begin on execution of this Task Order and shall be substantially completed by December 7, 2020. Liquidated delay damages are set at the rate of \$(not applicable). There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

If reimbursable expenses are to be paid hereunder, such expenses must be specifically AUTHORIZED AND IDENTIFIED in <u>Attachment B</u> and established at either a fixed amount or a not-to-exceed price

identified in said Attachment B.

- 4. RESERVED
- 5. Subconsultant(s) __will not

X will

be used for the Work, as needed, provided the County shall for each requested task approve the personnel involved.

Upon execution of this Task Order by both Engineer and County, Engineer is directed to proceed.

[Signatures on following pages.]

DEWBERRY Witness: By: _____ Name: _____ Its: _____ Print Name:_____ Print Name:____ State of Florida County of _____ The foregoing instrument was acknowledged before me on ______, 2019, by ______, on behalf of and as the _____, of Dewberry Notary Public Personally Known _____ OR Produced Identification Type of Identification Produced : _____ IN WITNESS WHEREOF Bay County has caused these presents to be executed in its name on the date shown. **BOARD OF COUNTY COMMISSIONERS** BAY COUNTY, FLORIDA ATTEST: BY: _____ Philip Griffitts, Chairman

IN WITNESS WHEREOF Dewberry has caused these presents to be executed in its name on

the date shown.

Bill Kinsaul, Clerk
Approved for form:
Office of County Attorney

T1-	: Order No	
Lack	TIRAPE NA	1

ATTACHMENT A

Scope of Services

General, miscellaneous coastal engineering and related services as requested to be performed on an agreed schedule and compensated on a time involved, unit price basis, as specified in the Agreement for Engineer and, if applicable, as agreed for any subconsultant.

ATTACHMENT B

Expenses

Any reimbursable expenses must be approved in advance as to nature and maximum amount, in writing unless this requirement waived for good cause show and in the County's sole, unfettered discretion.



Corporate Sponsorship Guidelines Panama City Beach Sports Complex

GENERAL

The Panama City Beach Convention and Visitors Bureau (CVB), along with the Sports Complex manager, Sports Facilities Management (SFM), jointly pursue sponsorships for programs, services, and events from corporations and other entities to create new tourism opportunities and sustain existing assets. In particular, CVB/SFM pursue sponsorships for the Panama City Beach Sports Complex which are subject to these guidelines.

All proposed sponsorship relationships for the Panama City Beach Sports Complex (herein the "sponsorships") will be considered on an individual, case-by-case basis, and should be consistent with the CVB/SFM's mission, values and strategic plan.

CRITERIA

The following criteria form the basis of CVB/SFM considerations when establishing sponsorship relationships:

- Are the products, services and marketing goals of the potential sponsor compatible with the CVB/SFM mission, values and policies?
- Does the sponsorship enhance CVB/SFM facilities, programs, events and/or services?
- Are the tangible and intangible benefits balanced for both the sponsor and CVB/SFM?
- Are the conditions of the sponsorship consistent with the standards, aesthetic values, and visual integrity of Panama City Beach and visitors' expectations?
- Does the sponsorship commit CVB/SFM to additional responsibilities, legal liability, operations and maintenance costs?
- Does the sponsorship create a conflict of interest for CVB/SFM?
- Does the sponsorship in any way invoke future consideration, influence, or perceive to influence the day-to-day operations of CVB/SFM?
- Is the sponsorship opportunity appropriate to the target audience?
- Will the results of the sponsorship relationship deliver a positive and desirable image for Panama City Beach?

CONSIDERATIONS

Additional considerations when establishing sponsorship relationships include:

- Agreements shall not limit CVB/SFM's ability to seek other sponsors; any exclusive or preferred rights granted to a sponsor will be expressly stated and will never be implied or inherent.
- CVB/SFM shall not relinquish to the sponsor any aspect of the CVB/SFM's right to manage and control its assets.
- Signage, branding, publicity and advertising shall conform to all applicable bureau and city policies, ordinances and plans.
- The sponsorship cannot be made conditional on CVB/SFM performance.
- The evaluation of the potential sponsor shall include, but not be limited to, the organization's
 values and principles; products and services offered; record of environmental stewardship and
 social responsibility; rationale for its interest in sponsoring the CVB/SFM's mission;
 expectations; and, ability, timeliness, and readiness to enter into an agreement.
- Ineligible sponsorships include, but are not limited to, any potential sponsor whose primary
 products or services are substantially derived from the sale of drugs, tobacco, gambling,
 firearms, or sexually explicit or inappropriate materials.
- Market segments that constitute Panama City Beach's core tourism industry (lodging, restaurants and attractions) are not eligible for Official product/service of Visit Panama City Beach designation.
- CVB/SFM will not solicit nor accept sponsorship from other destinations.
- CVB/SFM will not solicit nor accept sponsorship from entities whose reputation could prove detrimental to the Panama City Beach brand image. CVB/SFM will not allow advertising, either directly or through third party arrangements, which present demeaning or derogatory portrayals of individuals or groups or contain anything, which, in light of generally prevailing community standards, is likely to cause deep or widespread offense.
- Any Sports Complex sponsorships negotiated by SFM shall follow the approval guidelines set forth in this document.

APPROVAL AUTHORITY

Several standard sponsorship packages will be made available; however, the CVB reserves the right to customize sponsorship arrangements as warranted.

Standard agreements up to \$50,000 require the approval of the CVB President and Board Chairman; agreements above \$50,000 require the approval of the CVB Board of Directors.

All non-standard sponsorships (those outside established Program Levels) require approval by the CVB President and Chairman. If the nonconforming sponsorship includes exclusivity, licensing, a public/private component, or is valued at \$50,000 or above, approval by the CVB Board of Directors is required.

No sponsorship shall be split into related components to avoid the forgoing limits.

In addition to the forgoing, sponsorships will be submitted to the County Manager of Bay County, Florida, or his or her designee, for a period of ten calendar (10) days during which the County acting by the Manager or his or her designee, or by the County Commission, may object to the sponsorship by delivering a written objection to an executive officer of the CVB in which case the CVB shall suspend implementation of the sponsorship until either the objection is resolved or the sponsor withdraws it. If no objection is timely filed, the CVB may proceed with the sponsorship in its discretion in materially the same form and substance as submitted to the County.

BUNDLED SPONSORSHIPS

If a sponsorship subject to these guidelines (that is, a Panama City Beach Sports Complex sponsorship) is bundled with one or more sponsorships of other CVB assets, then the proceeds of the bundled sponsorship shall be prorated based upon the value of the Sports Complex sponsorship as determined by the CVB. The prorata component pertaining to the Sports Complex will be submitted to the County and follow the same procedures set forth in the preceding paragraph beginning with the words "In addition."

End.