



AGENDA
COMBINED BOARD MEETING
Bay County Tourist Development Council
Panama City Beach Convention & Visitors Bureau, Inc.
Panama City Beach

Tuesday, April 13, 2021

9:00 a.m.

Council Room, PCB City Hall

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
 - A. Invocation
 - B. Pledge of Allegiance
 - C. Approve February 2021 Meeting Minutes
- III. REQUESTS TO ADDRESS THE BOARD ON AGENDA ITEMS (3 Minutes)**
- IV. CONSENT AGENDA**
 - A. Approve payment of APTIM Coastal Planning & Engineering, Inc. Invoice 521552
 - B. Approve 2021 Sea Turtle Monitoring Contract
 - C. Approve 2021 Leave No Trace Enforcement Monitoring Contract
 - D. Recognize the YTD Tourist Development Tax Report
 - E. Approve Sports Park Updated Budget and Business plan
- V. ACTION ITEMS**
- VI. PRESIDENT'S REPORT**
- VII. CHAIRMAN'S REPORT**
- VIII. AUDIENCE PARTICIPATION**
- IX. ADJOURNMENT**

MOTIONS PASSED AT THE COMBINED BOARD MEETING, February 9, 2021

Combined: Approved December & January 2021 Meeting Minutes

Phillips/Wilkes

Combined: Approved the Consent Agenda:

A. Recognize the December Tourist Development Tax Report

Patronis/Walsingham

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

Tuesday, February 9, 2021

9:00 a.m.

Council Room, PCB City Hall

Board Members Present:

Phil Chester
Andy Phillips
Phillip Griffiths, Jr.
Paul Casto
Buddy Wilkes
Yonnie Patronis, Treasurer
Clair Pease, Chairman
Steve Bailey, Vice Chairman
Gary Walsingham

I. CALL MEETING TO ORDER

Chairman Clair Pease called the meeting to order at 9:00 a.m.

II. ROLL CALL

All nine members present.

- A. Invocation
Mr. Wilkes gave the Invocation.
- B. Pledge of Allegiance
Ms. Pease led the Pledge of Allegiance.
- C. Approve December & January 2021 Meeting Minutes

Mr. Phillips moved; seconded by Mr. Wilkes to approve the Minutes.

Motion passed with unanimous vote.

III. REQUESTS TO ADDRESS THE BOARD ON AGENDA ITEMS (3 Minutes)

None

IV. CONSENT AGENDA

Mr. Rowe read the Consent Agenda into the record.

- A. Recognize the December Tourist Development Tax Report.

Mr. Patronis moved; seconded by Mr. Walsingham to approve the consent agenda.

Motion passed with unanimous vote.

V. DISCUSSION ITEMS

- A. Update on 2021 UNwined, Mr. Richard Sanders & Ms. Jayna Leach

Mr. Sanders gave a summary of the preparations ongoing for the upcoming events. He stated that he and his team are meeting with the city to coordinate the COVID plan and permitting for UNwined and other upcoming events. He answered questions regarding the spacing inside the venue and segments of the event that have been cut in order to reduce the crowd size and allow for social distancing.

Mr. Stewart reviewed the events COVID plan including spacing of vendors and tables as well as the spacing of the event inside the venue. He also stated that the main event concert has been cancelled to allow for spacing. Ms. Leach then reviewed the marketing campaign as well as our partnership with Southern Living Magazine. She stated that the digital campaign can be accelerated or decelerated according to ticket sales. She also answered questions from the board members regarding timing of the event.

B. Update on Sports Marketing, Mr. Richard Sanders

Mr. Sanders reviewed the effect COVID has had on the Sport Park. He also reviewed the actions he and his team took to safely host sports teams as well as planning tournaments for post-pandemic activity. Mr. O'Brien reviewed the fiscal year numbers for teams and tournaments, new events, and existing events scheduled. He also discussed how the Ironman Triathlon changed its protocol to compete safely.

Mr. Cox answered questions by the board regarding local field usage and tournaments. He stated that local play is something they have been concentrating on and developing.

C. Update on Spring Marketing, Ms. Jayna Leach

Ms. Leach reviewed the first quarter marketing campaign. She summarized the focus of each campaign for spring and summer.

VI. PRESIDENT'S REPORT

Mr. Rowe announced the return of Ms. Stewart after maternity leave. He stated that everyone pulled together during her absence and praised everyone for doing a great job.

VII. CHAIRMAN'S REPORT

Ms. Pease said that the Charter Fishing industry has been extremely hard hit during the pandemic and asked that if possible, highlighting our local charters would be very helpful to that industry locally.

She also asked Ms. Honnen to speak on VRBO type rental collections. She asked if those type rentals are being pursued for tax payments. Ms. Honnen referred to the Clerk's office.

Mr. Remick stated that those type units are supposed to display their license online so they can be tracked. He said that enforcement is an ongoing issue. The board discussed how to capture rental units not paying the bed tax.

Mr. Kinsaul reviewed the process used to attempt to capture the online rentals, new owners and non-paying units.

Mr. Rowe responded to the board by giving an example of a community not allowing certain rentals. The board further discussed collecting options with Mr. Kinsaul. Mr. Sale stated that bed tax can be used to educate property owners.

The board also discussed the possibility of a cruise ship tenders being able to dock at the pier at Pier Park. Or excursions from cruise ships to Pier Park.

Mr. Griffiths reviewed the dog beach issues. He said the county has decided not to reinstate the dog beach.

VIII. AUDIENCE PARTICIPATION

None.

IX. ADJOURNMENT

Respectfully submitted,
Sharon Cook, Recording Secretary



APTIM
6401 Congress Avenue, Suite 140
Boca Raton, FL 33431
Tel: +1-561-391-8102
Fax: +1 561-391-9116

Charlene Honnen
Bay County TDC
17001 Panama City Beach Pkwy.
Panama City Beach, FL 32413

March 15, 2021
Invoice # 521552

Billing Period: through 2/28/2021
Consultant's Project # 636016495

Professional Engineering Services Invoice For:

St. Andrews State Park Permit Modification
Task Order # 18

TASK	APPROVED CONTRACT AMOUNT	PERCENT COMPLETE	TOTAL
Task 1: Permit Modification Request	\$43,697.00	100%	\$43,697.00
Task 2: RAI	\$9,428.00	35%	\$3,299.80
Sub-Total:	\$53,125.00		\$46,996.80
LESS PREVIOUS INVOICE:			\$45,111.20
TOTAL CURRENT AMOUNT DUE THIS INVOICE.....			<u>\$1,885.60</u>

Please remit to:

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

2021 TURTLE SURVEY CONTRACT

THIS TURTLE SURVEY CONTRACT made this ____ day of April, 2021, by and between **Panama City Beach Turtle Watch, Inc.**, a Florida corporation not-for-profit and 501(c)(3) qualified (Turtle Watch), with principal offices at 6509 Palm Court, Panama City Beach, Florida, 32408, and the **Board of County Commissioners of Bay County, Florida** (the County), with principal offices at 840 West 11th Street, Panama City, Florida, with the County acting by and through the **Bay County Tourist Development Council** (the TDC), with offices located at 17001 Panama City Beach Parkway, Panama City Beach, Florida, as the advisory agency to the County to administer this contract.

WITNESSETH:

WHEREAS, Turtle Watch is authorized to conduct marine turtle nesting surveys, salvage, relocation, and related activities (“Turtle Surveying”) by the Florida Fish and Wildlife Conservation Commission pursuant to Marine Turtle Permit No. MTP-20-038 held by Kennard Watson, 6509 Palm Court, Panama City Beach, Florida, 32408, who is the President and Chief Operating Officer of Turtle Watch (“Watson”); and

WHEREAS, in 2016, the County issued Request for Proposals (‘RFP’) 14-16 soliciting competitive proposals to conduct Turtle Surveying on Panama City Beach for the 2016 nesting season and due to regulatory permit requirements and related considerations, St. Andrew Bay Resource Management Association, Inc., with principal offices at 222 East Beach Drive Panama City, Florida, (RMA) was the only firm to submit a response; and

WHEREAS, as a result of RFP 14-16 the County and RMA entered into the April 5, 2016 Turtle Survey Contract, as amended August 2, 2016, and have renewed that contract every year since; and

WHEREAS, at all material times RMA was authorized to conduct Turtle Surveying and operate the Bay County turtle watch program pursuant to permits issued by the Florida Fish and Wildlife Conservation Commission to RMA or Watson who was a principal operating officer of RMA; and

WHEREAS, beginning with the summer of 2000 and every summer thereafter through the summer of 2019, RMA under the leadership of Watson has conducted Turtle Surveying successfully and competently operated the Bay County turtle watch program on Panama City Beach; and

WHEREAS, Turtle Watch is the successor in interest of RMA with respect to the Bay County turtle watch program and successfully and competently conducted Turtle Surveying in the summer of 2020; and

WHEREAS, Turtle Watch through Watson is experienced in Turtle Surveying and is qualified to continue to operate the Bay County turtle watch program on Panama City Beach; and

WHEREAS, RMA has agreed that Turtle Watch should continue to conduct Turtle Surveying on Panama City Beach and operate the Bay County turtle watch program; and

WHEREAS, due to regulatory permit requirements and related considerations, it was and remains unlikely that additional firms would submit proposals in response to a new RFP; and

Turtle Watch has submitted a proposal to conduct the Bay County turtle watch program for the summer of 2021, which is attached, incorporated and marked **Exhibit A**; and

WHEREAS, at its regular meeting held April 13, 2021, the TDC recommended Bay County accept the 2021 proposal (Exhibit A) including materially the same scope of services and cost as prior years; and

WHEREAS, Turtle Watch, and before that RMA, both under Watson's leadership have consistently rendered turtle survey services timely and well, and for the past several years at materially the same rate of compensation, adjusted for inflation and changes in the services provided and the need to recruit and train paid surveyors.

NOW, THEREFORE, Turtle Watch and the County, with the County acting upon the recommendation of the TDC officers, do agree:

1. The above recitals are true, complete and not misleading.
2. Turtle Watch shall diligently and promptly perform Turtle Surveying and operate the Bay County turtle watch program on Panama City Beach during the 2021 nesting season as described in the 2021 Proposal attached, incorporated and marked **Exhibit A**. In the event of a conflict between the 2021 Proposal (**Exhibit A**) and this Contract, this Contract shall control.
3. For the 2021 nesting season, the County, from TDC 3d cent funds, shall pay to Turtle Watch the base amount and unit prices (not to exceed the several, respective maximum amounts) set forth on page 19 of **Exhibit A**. The base sum shall be paid in eight (8) equal, consecutive monthly installments commencing May 1, 2021, with any additional amounts for ATV Surveys, Walking Surveys, and Car Surveys, as requested by the TDC to be billed by separate, itemized invoice within 30 days of service.
4. Turtle Watch shall no later than the 15th day of the month beginning June 15, 2020 submit a

report to the TDC showing itemized expenditures for the preceding calendar month broken out into the categories set forth on Page 20 of Exhibit A. This report shall be in a format acceptable to the TDC i.e. Quicken or similar accounting software.

5. Turtle Watch shall comply with the current Bay County Insurance Requirements and that are attached as **Exhibit B** and incorporated herein. Turtle Watch shall deliver any required bonds and policies of insurance or insurance certificate as required. All bonds and insurance documents shall be approved by the Bay County Risk Management Office before Turtle Watch may proceed with the work
6. Turtle Watch shall indemnify and hold harmless the County, the TDC, the Panama City Beach Convention and Visitors Bureau, Inc., and the officers and employees of each (the “Indemnified Parties”), from any liabilities, damages, losses, and costs, including, but not limited to, environmental fines, penalties, damages, and remediation costs, and reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, intentionally wrongful conduct, or any other breach of the applicable standard of care by Turtle Watch and other persons employed or utilized by the Turtle Watch in the performance of this Contract. The parties understand and agree that such indemnification by the Turtle Watch relating to any matter which is the subject of this Contract shall extend throughout the term of this Contract and any statutes of limitations thereafter. Turtle Watch’s obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
7. Turtle Watch agrees to reimburse and pay on behalf of the Indemnified Parties the cost of the Indemnified Parties’ legal defense, through and including all appeals, and to include all attorneys’ fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of Turtle Watch’s performance of the Contract and in which the County has prevailed. Each Indemnified Party shall choose its legal defense team, experts, and consultants and invoice Turtle Watch accordingly for all fees, costs and expenses upon the conclusion of the claim. Such payment on the behalf of the Indemnified Party shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County’s exclusive remedy.
8. Turtle Watch shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the TDC, and the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.
9. Turtle Watch shall utilize the U.S. Department of Homeland Security’s E-Verify system, in

accordance with the terms governing use of the system, to confirm the employment eligibility of (1) All persons employed by Turtle Watch during the term of the Contract to perform employment duties within Florida; and (2) All persons, including subcontractors, assigned by Turtle Watch to perform work pursuant to the contract with the Department.

10. The County may terminate this contract for any reason, or no reason at all, upon thirty days written notice to Turtle Watch. In the event of such termination by County, County shall pay Turtle Watch reasonable fees and costs for the work conducted through the date of termination.
11. Public Records. To the extent required by law existing at the time this contract is entered (regardless of when interpreted), Turtle Watch shall comply with the Florida Public Records laws expressed in Chapter 119, Florida Statutes (2013), specifically including to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the Owner.
 - (b) Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (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.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the Owner, all public records in possession of the Turtle Watch upon termination or expiration of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

If the Turtle Watch or Watson has questions regarding the application of Chapter 119, Florida Statutes, to Turtle Watch's duty to provide public records relating to this contract, it will contact the custodian of public records at the TDC's offices, 17001 Panama City Beach Parkway, Panama City Beach, Florida 32413; telephone 850.233.5070, and email drowe@visitpanamacitybeach.com.

12. COVID-19. Notwithstanding the above verbiage, given the extraordinary circumstances associated with the current COVID-19 pandemic, all tasks under this contract will be

performed in compliance with relevant health and safety guidelines and in accordance with applicable local, state and federal rules, regulations and executive orders. If work under this contract cannot be done in compliance with these guidelines, Turtle Watch may terminate or request changes to the above-described work in consultation with the County. Every effort will be made by Turtle Watch to complete all tasks under the contract, while still complying with existing guidelines, rules, regulations and executive orders concerning COVID-19.

13. Turtle Watch is an independent contractor retained by the County for its wildlife expertise, in particular marine turtles, and shall employ, direct, control, and supervise all personnel providing services under this Agreement.

[Signatures on following page.]

WITNESS our hands and seals as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY, FLORIDA

Attest:

By: _____
Chairman

Clerk of the Circuit Court

Approved as to form:

Office of County Attorney

PANAMA CITY BEACH TURTLE WATCH, INC.

Attest:

_____ By: _____
President

12 March 2021

Kennard Watson, Director
Panama City Beach Turtle Watch
6509 Palm Court
Panama City Beach, Florida 32408
www.turtlewatch.org

Dan Rowe, Director and CEO
Bay County Tourist Development Council
17001 Panama City Beach Parkway
Panama City Beach, Florida 32413

Dear Mr. Rowe:

Panama City Beach Turtle Watch is pleased to provide the attached proposal for sea turtle monitoring on Panama City Beach in 2021. It is a firm offer of \$88,301 for morning nesting surveys.

Costs are the same as last year except for two changes related to the duration of surveys. Daily ATV surveys will be extended to September 15 with car surveys beginning immediately afterward and continuing until the end of the season. Compared to last year's contract, these adjustments will result in added costs of up to \$1,401 (see page 19, items 1 and 3).

This proposal does not include support for Leave No Trace ordinance enforcement or beach nourishment. Separate proposals will be submitted for these activities.

Please contact me during business hours at (850) 238-9895 or at pcbturtle@yahoo.com if you have questions. Written correspondence should be sent to 6509 Palm Court, Panama City Beach, 32408.

Sincerely,



Kennard Watson
Turtle Watch Director

Enclosures

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General Information

Name	Panama City Beach Turtle Watch, Inc.
Address	6509 Palm Court, Panama City Beach, FL 32408
Phone	(850) 238-9895
Email	pcbturtle@yahoo.com
Federal ID	84-4013071
Web site	www.turtlewatch.org
Type	Florida not-for-profit corporation
Project Management	Kennard Watson – Turtle Watch Director
Date Established	January 1, 2020
Brief History	<p>Panama City Beach Turtle Watch (hereinafter “Turtle Watch”) began in 1991 as part of the St. Andrew Bay Resource Management Association (RMA), a local non-profit conservation group. The purpose of Turtle Watch is to protect sea turtles along about 17.6 miles of Gulf beach between St. Andrews State Park and Camp Helen State Park. Turtle Watch began as an all-volunteer effort with no financial support. In 1992, as part of new state-mandated beach cleaning procedures, the Florida Department of Natural Resources (now Florida Department of Environmental Protection) required Bay County to fund daily sea turtle surveys by trained personnel to ensure that nests were properly identified and protected. Subsequently, the federal government required sea turtle surveys as part of beach nourishment projects on Panama City Beach. Turtle Watch activities have included relocating sea turtle nests to safe areas as part of nourishment projects in 1998, 2003, 2005, and 2011. During 2000-2020, Turtle Watch through RMA was under contract with Bay County to perform sea turtle monitoring within the 17.6-mile survey area.</p> <p>Turtle Watch separated from RMA in 2020 with no change to our program’s current activities, except to perform them as our own independent non-profit group.</p>

Licenses and Registration

Marine Turtle Permit (page 1 of 3)



Marine Turtle Permit

Florida Fish and Wildlife Conservation Commission
Imperiled Species Management Section-Tequesta Field Lab, 19100 SE Federal Highway
Tequesta, FL 33469
(561) 882-5975

Permittee:	KENNARD WATSON	Permit#:	MTP-21-038
	6509 PALM COURT	Effective Date:	01/01/2021
	PANAMA CITY BEACH, FLORIDA	Expiration Date:	12/31/2021
	32408 UNITED STATES		

Principal Officer: KENNARD WATSON
Qualified Individual: Kennard Watson

Is Authorized to:

1. conduct nesting surveys;
2. conduct stranding/salvage activities;
3. relocate nests for conservation purposes;
4. maintain & display preserved specimens;
5. tag nesting turtles using external flipper tags;
6. monitoring for mechanical beach cleaning;
7. collect/receive rear flipper claws from loggerhead and Kemp's ridley turtle carcasses in association with Authorized Research Project #2;
8. outfit nests with self-releasing screen/cage;
9. outfit nests with restraining cage - when specifically approved by FWC on a case-by-case basis;
10. conduct hatch success evaluations;
11. conduct public hatch success evaluations;
12. recover and release disoriented hatchlings - see Conditions; and
13. collect post-hatch loggerhead and green turtle nest contents on behalf of collaborators - see Conditions.

Authorized Nesting Survey Area:

1. Panama City Beach.

Principal Officer
Signature:

A handwritten signature of Kennard Watson in black ink.

Date: 3/12/2021

Not valid unless signed by the Principal Officer. By signature, the Principal Officer confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

By signature, I acknowledge that I have read and understand this permit. Signature of this permit indicates that I, the Qualified Individual and all authorized personnel listed below have read and agree to abide by all Florida Fish and Wildlife Conservation Commission (FWC) Marine Turtle Conservation Handbook sections that pertain to the authorized activity(s) listed on this Marine Turtle Permit. I understand that it is my responsibility to transmit all future information updates to all authorized personnel listed on my permit. Principal Officer must provide a signed copy of this permit to the FWC (address above or MTP@MyFWC.com) to activate this permit.

PERMIT NO. MTP-21-038

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Marine Turtle Permit (page 2 of 3)

Authorized By: ROBBIN TRINDELL

Authorized for: Eric Sutton, Executive Director



Authorizing Signature:

Marine Turtle Permit

Date: 11/30/2020

Authorized Research Projects:

1. Flipper tag nesting loggerhead turtles on Panama City Beach, authorized 6/1999, and
2. Age determination of sea turtles from claws of rear flippers, authorized 7/2000.

Authorized Monitoring Projects:

1. Monitoring for Panama City Beaches Nourishment Project (DEP File No. 0308975-001-JC), authorized 2017.

Authorized Personnel:

Nancy Evou; Tina Buddi; Stephanie Wilson; Secret Holmes; Erica Rodgers; Jadwiga Tabaka; JoAnn Weatherford; Angela Barros; Ronald Speer; Kim Christian; Jennifer Sims; Jessica Graham; Annette Railey; Pamela McTeer; Elizabeth Straley; John Simonsen; Karen Simonsen; Vanessa Wilson; Ashley Bradshaw; Patrick McTeer; Marydale Moore; Eric Sherred; Danielle Bumgardner; Beckie Johnson.

PERMIT CONDITIONS AND PROVISIONS:

- 1 Permitted individuals must adhere to the FWC Marine Turtle Conservation Handbook developed under a Section 6 Cooperative Agreement between FWC and the U.S. Fish and Wildlife Service.
- 2 All transfers of marine turtles or specimens into or out of the State of Florida must be accompanied by a specific consent permit from FWC.
- 3 See attached Marine Turtle Monitoring for beach restoration projects.
- 4 Sample collection for collaborators is authorized as follows:
 1. Dr. Simona Ceriani – Florida Fish and Wildlife Conservation Commission
 1. Hatched nest contents (including unhatched eggs) from loggerhead and green turtle nests.
- 5 The following conditions are associated with the activity "recover & release disoriented hatchlings" in Bay County:
 1. Each person authorized to participate in the recovery and release of disoriented or caged marine turtle hatchlings must attend at least 2 training sessions (1 orientation course and 1 field-based session with Mr. Kennard Watson or an authorized individual designated by Mr. Watson).
 2. The Qualified Individual and Authorized Personnel shall access and travel the beach by foot only.
 3. Spot checking of marked nests and response to notifications (e.g., phone call, text) of disorientation events is authorized.
 4. No more than two (2) individuals listed on this permit may be present at a nest during conduct of authorized disorientated hatchling rescue and recovery activities. Additional Authorized Personnel may assist with recovery activities at off-beach locations (e.g., roadway, beach access) if necessary.
 5. Sticks or other poking/probing devices may not be used.
 6. Use of flashlights or other light sources is prohibited, except when necessary to: locate disoriented marine turtle hatchlings; verify that all released hatchlings have departed the swash zone; or to confirm nest label on the nest stakes. Any flashlight or head lamp used shall have either a red LED light source or employ a red filter that eliminates short wavelength light. Flashlights or other light sources may not be used to attract hatchlings into the water.
 7. Flash photography is strictly prohibited under all circumstances.
 8. When waiting for a nest to emerge or hatchlings to orient, the Permit Holder and Authorized Personnel shall remain at least five (5) feet landward of the nest markings and maintain a low profile by sitting or kneeling. During emergence, the Permit Holder and all Authorized Personnel shall be no farther seaward

PERMIT NO. MTP-21-038

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Marine Turtle Permit (page 3 of 3)

- than a waterline-parallel line dissecting the center of the nest cavity.
9. Recovered hatchlings should be released as soon after recovery as possible; hatchlings that can be released should not be held more than 30 minutes after recovery. Disoriented hatchlings may not be held while waiting for subsequent emergences of hatchlings from the same nest or different nests. If disoriented hatchlings need to be temporarily contained in order to recover additional disoriented hatchlings from the same emergence they shall be placed in a bucket with a small amount of moist sand in the bottom. Hatchlings should not be held in water.
 10. All live hatchlings must be released within two hours of their collection. Release of recovered disoriented hatchlings shall be attempted immediately after hatchling recovery and as close to the original nest site as possible. The first release attempt should take place closer to the water line seaward of the nest site. If the hatchlings continue to disorient, the hatchlings may be transported to a nearby section of beach that is darker. If the hatchlings are lethargic, injured, still have a yolk sac, or have not successfully departed the surf zone or nearshore waters within 10-15 minutes of release, they should be retrieved and release attempted again later as outlined in the FWC Marine Turtle Conservation Handbook, Section 2.
 11. Only disoriented marine turtle hatchlings may be recovered. If hatchlings are making their way towards the ocean at an angle less than 45 degrees from the most direct path to the water, volunteers may not collect these hatchlings. Volunteers may not collect hatchlings as they emerge and disperse from a nest until such time as the hatchlings have traveled a minimum of 10 feet from the clutch site and become disoriented (e.g., are traveling at angle of 45 degrees or greater from the most direct path to the water).
 12. Disorientation forms shall be completed for each hatchling emergence event where hatchlings become disoriented. These disorientation forms shall be submitted to FWC at least weekly via e-mail (SeaTurtleLighting@MyFWC.com), FWC's online disorientation reporting system or fax (561-743-6228).
 13. A summary of the disoriented hatchling recovery program shall be submitted to Imperiled Species Management staff no later than the expiration date of this permit. This summary shall include, minimally: the date disoriented hatchling recovery activities were initiated; the date disoriented hatchling recovery activities were terminated; the total number of disorientation events documented; a table providing information related to each disorientation event response and an evaluation of the 2020 season. The table of disorientation events in the summary must list for each disorientation event, minimally: date of the event; time of the event; the number of MTP #038 personnel present at the event; the number of non-permitted personnel present at the event; the time (i.e., number of minutes) at the nest location prior to encountering a hatchling emergence; the number of live disoriented hatchlings recovered; the number of dead disoriented hatchlings recovered; and the number of disoriented hatchlings released. The summary should be sent to MTP@MyFWC.com or 19100 SE Federal Highway, Tequesta, Florida, 33469.

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. The attached Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.

State of Florida Articles of Incorporation

**Electronic Articles of Incorporation
For**

N19000012185
FILED
November 14, 2019
Sec. Of State
dlokeefe

PANAMA CITY BEACH TURTLE WATCH, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

PANAMA CITY BEACH TURTLE WATCH, INC.

Article II

The principal place of business address:

6509 PALM COURT
PANAMA CITY BEACH, FL. US 32408

The mailing address of the corporation is:

6509 PALM COURT
PANAMA CITY BEACH, FL. US 32408

Article III

The specific purpose for which this corporation is organized is:

TO IDENTIFY AND PROTECT SEA TURTLE NESTS ON THE DEVELOPED GULF BEACHES OF BAY COUNTY, FLORIDA, BETWEEN ST. ANDREWS STATE PARK AND CAMP HELEN STATE PARK, AND TO EDUCATE THE PUBLIC REGARDING SEA TURTLE HABITAT AND THREATS TO SPECIES SURVIVAL.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

KENNARD WATSON
6509 PALM COURT
PANAMA CITY BEACH, FL. 32408

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: KENNARD WATSON

INTRODUCTION

Panama City Beach Turtle Watch (hereinafter “Turtle Watch”) began in 1991 to protect sea turtles on Panama City Beach. The program operates under State Permit No. 038 issued by the Florida Fish and Wildlife Conservation Commission (FWC). Turtle Watch is responsible for 17.6 miles of Gulf beach between St. Andrews State Park and Camp Helen State Park. The loggerhead, a threatened species, is the most common sea turtle species that nests in this area. Our turtles are part of a small, genetically distinct sub-population of loggerheads nesting in northwest Florida. Because of its small size, this is one of the most threatened loggerhead populations in the United States. Threatened green turtles and endangered leatherbacks also nest on this beach, although in much smaller numbers.

Map of Panama City Beach survey area. Monitoring is performed on 17.6 miles of Gulf beach between St. Andrews State Park and Camp Helen State Park.



The nesting season officially runs from May 1 through October 31. On Panama City Beach, the first loggerhead nests are usually laid in May and the last in August. Hatchlings first emerge in July and hatching usually continues through October unless storms wash the nests away. During the 30-year period from 1991 to 2020, we found 807 loggerhead nests and released over 40,000 hatchlings into the Gulf of Mexico. Also during this period, we identified 20 nests laid by green turtles and 14 by leatherbacks.

The monitoring procedure is influenced by the major threat to sea turtles on Panama City Beach: artificial light from beachfront development. Hatchlings normally emerge at night when their survival chances are better. They instinctively crawl toward the brightest light, which on a

natural beach leads them to the water, illuminated by moon and starlight. On our developed beach, however, this innate response causes the turtles to crawl toward the lights of motels and condos. Few would reach the water if allowed to emerge on their own. Beginning in 1991, Turtle Watch responded to this threat by placing restraining wire cages over the nests to prevent hatchlings from escaping when they emerge at night. Volunteers checked the nests nightly, collected hatchlings from the cages, and attempted to release them at the nest sites. Disoriented turtles were released on a nearby dark beach. All nests were caged during 1991-2002, but this practice was phased out in response to a pilot lighting ordinance passed by the Bay County Commission in 2002. Lighting ordinances that apply to the entire developed beach were passed in 2009 by the City of Panama City Beach and Bay County. The ordinances went into full effect on May 1, 2013.

A. PURPOSE

The purpose of this document is to describe the functions, responsibilities and authorities of the program, its director and its members. Further, this document describes the manner in which the functions of the program are accomplished and provides a budget for the 2021 nesting season.

The purpose of Turtle Watch is to identify and protect sea turtle nests on Panama City Beach, rescue disoriented hatchlings, conduct stranding and salvage operations, educate the public regarding turtle habitat and threats to species survival, and provide accurate and detailed information to local governments regarding turtle protection measures.

B. FUNCTIONS

1. Program Management

- a. Recruit and train personnel (25 volunteers and paid surveyors) and prepare volunteer monitoring schedule.
- b. Prepare annual reports to Bay County and FWC to fulfill permit and contract requirements.
- c. Provide monthly financial reports and periodic oral or email reports during the nesting season to a County representative regarding the status of nesting activity within the survey area.
- d. Purchase and maintain survey equipment.
- e. Speak to local civic groups about Turtle Watch.
- f. Provide accurate and detailed information to local governments regarding turtle protection measures.
- g. Maintain a web site (turtlewatch.org) that is regularly updated during the nesting season with information on nest locations and hatched nests.

2. Daily Beach Surveys to:
 - a. Identify nesting and non-nesting (false crawl) emergencies.
 - b. Monitor nests already laid for signs of hatchling emergence or disturbance (depredation, poaching, vandalism).
 - c. Distribute educational material to beach users.
3. Nest Protection via:
 - a. Survey stakes placed around the nest perimeter with flagging and an informational sign.
 - b. Relocation to higher elevation nearby to protect eggs from inundation by tides or storm drains. Any other nest relocation must be specifically authorized by the U.S. Fish and Wildlife Service (i.e. beach nourishment).
 - c. Assistance of hatchlings to the water and rescue of disoriented hatchlings.
4. Stranding and Salvage Operations to:
 - a. Rescue injured turtles.
 - b. Collect information on dead turtles and salvage carcasses of scientific value.

C. RESPONSIBILITIES and AUTHORITIES

1. Program Director has the overall responsibility for program functions, resources, products and services, and performance. The Program Director is authorized by FWC, the Turtle Watch Board of Directors, and by Bay County to take any and all legal actions within the scope of the state permits, Association By-Laws, and County Ordinances.
2. Assistant Director shares the Director's responsibility for program functions, resources, products and services, and performance and such authorities as may be delegated by the Program Director. These responsibilities and authorities are applicable both in the absence of the Director and as a means of extending the Director's span of control as needed.
3. Legal Advisor serves as the Turtle Watch representative for contract issues between Turtle Watch and Bay County.
4. Paid Surveyors
 - a. Nesting season (May 1 – September 15): perform daily surveys on all-terrain vehicles (ATV's) and by foot to identify nests and false crawls, check nests already laid for signs of hatchling emergence or disturbance, and distribute educational material to beach users.
 - b. Hatching season (beginning September 16): drive to nests in a privately-owned vehicle (POV) in the morning (6-8 am) to check for signs of hatchling emergence or disturbance.
5. Volunteers
 - a. Nesting season: respond to morning reports of nests identified by the paid surveyor (5:30-8 am), relocate nests in danger of flooding, mark the nests,

respond to nighttime reports of nesting turtles, attach metal identification tags to the front flippers of nesting turtles, and distribute educational material.

- b. Hatching season: drive to nests in a POV nightly (8 pm – 1 am) to check for signs of hatchling emergence and rescue disoriented hatchlings.
- c. Hatching season: assist with excavation of nests performed three days after initial hatchling emergence or 70-90 days after nest was laid, whichever occurs first.
- d. Year-round: respond to reports of injured or dead sea turtles that strand on local beaches.

D. PROGRAM ACTIVITIES

1. Nesting season: Perform morning surveys for turtle tracks and respond to nighttime reports of nesting turtles (May 1 – September 15).

- a. Paid ATV surveyors perform daily surveys to identify turtle nests and false crawls (non-nesting emergences) starting no earlier than May 1 and ending no later than September 15. The beach is surveyed on ATV's seven days a week from 5:30 am to 8:00 am. The surveys typically begin about 30 minutes before dawn and must be done by 8 am to provide enough time to relocate nests. Two ATV riders start near the center of the survey area and travel in opposite directions. Each rider can reach the end of the survey area in 1 – 2 hours, ensuring that the 8 am deadline is met. A single rider could not finish the survey by 8 am. Historically, ATV surveys were performed through September 1. This year surveys will be extended to September 15 to accommodate recent trends of increased nesting and the large number of nests still on the beach in early September. It is more efficient to check these nests during ATV surveys, rather than Car Surveys which will be scaled back (see Section D.2.a).

Loggerhead nest identified by ATV surveyor.



- b. Paid walking surveyors supplement the ATV surveys in order to speed the completion of crawl identification (see Section D.3).

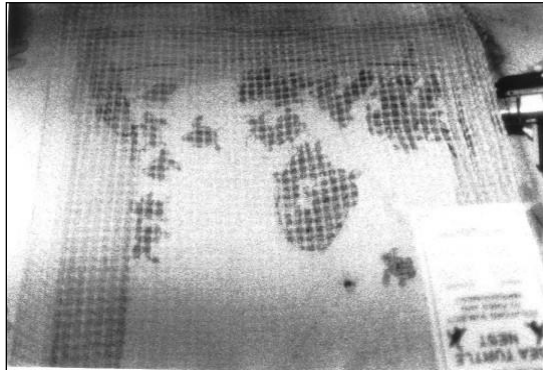
- c. Volunteers protect the nest with four stakes, survey tape, and an informational sign with the nest number. Nests in danger of tidal inundation or storm water flooding are moved to a higher elevation nearby. Volunteers must first confirm the presence of eggs, a process that takes up to an hour to complete. Additional time is required to relocate nests, normally about one hour. Nests must be moved by 9 am on the morning following egg deposition to prevent damage to the developing embryos.
- d. Volunteers are on-call to respond to reports of nesting turtles at night. About 25% of all nests are found at night by people who see the turtle laying eggs and call the police or FWC. Volunteers perform crowd control to protect the turtle, distribute educational fliers, and attach metal tags to the turtle's front flippers for future identification. They also relocate the nest if needed and mark it at this time. Volunteers are on-call seven days at a time and respond either to a night call (any hour) or to a morning call from the paid surveyors.

Volunteers take measurements of a loggerhead nest.



- 2. Hatching season: Check nests for hatchlings and perform nest excavations (July – October).
 - a. Paid surveyors conducting the morning survey check the nests for signs of hatchling emergence or disturbance. Monitoring is performed on ATV's and by foot (see Section D.3) until no later than September 15, and then in a POV until all of the nests have hatched, are washed away by storms, or October 31, whichever comes first.
 - b. Volunteers check the nests for hatchlings each night during the hatching season. Volunteers collect any disoriented hatchlings and release them on a dark beach within our survey area (two sites located at Sunnyside Beach and Thomas Drive). This may take 3-5 hours depending on the number of nests to check and where they are located on the beach. Volunteers perform night monitoring between 8 pm and 1 am five days at a time.

Hatchlings emerge at night from a caged nest in 2002. The use of cages was phased out with the implementation of a lighting ordinance.



- c. Volunteers excavate all nests to determine hatching success. We invite classes from elementary schools and scout troops to nest excavations, which serve as outdoor classrooms for environmental education, part of our Adopt-a-Nest program described at turtlewatch.org. We usually excavate nests at dusk so that any live turtles found in the nests can be released at dark.

Volunteers excavate a nest under the watchful eyes of Patronis Elementary students.



- 3. Beach Cleaning Coordination: Expedite morning surveys to coordinate with beach cleaning procedures in 2021.
 - a. Walking surveys will be performed on the east and west ends of the survey area each Tuesday and Thursday during June and July (18 days total). The east end covers roughly 3 miles from the boundary of St. Andrews State Park to the Pelican Walk Condo at 6905 Thomas Dr. The west end covers roughly 3 miles from the boundary of Camp Helen State Park to the Sugar Sands Motel at 20723 Front Beach Rd. Paid walking surveyors will start at the park boundaries at the same time as the ATV surveyors who will start at Bid-a-Wee Beach. The walking

surveyors will have the same duties as the ATV surveyors; that is, to identify crawls and check nests already on the beach for signs of hatching or disturbance.

- b. Morning surveys will begin no earlier than ½-hour before sunrise, in accordance with guidelines in our state permit. ATV and walking surveyors will start around 5:30 am during the months of May through July and around 5:45 am during August. If no crawls are found, these start times will enable the entire beach to be surveyed by around 7 am during May-July and 7:15 am during August.
 - c. Surveyor responsibilities include recording the crawl location (street address and latitude/longitude from a GPS unit), measuring crawl width and distance from the water and dune, taking crawl pictures, and completing a data form. Furthermore, when the surveyors find nests, they will install temporary markers and contact volunteers who will locate the eggs and move them to a higher elevation if required, and replace the temporary markers with permanent ones that will stay up for the duration of nest incubation. In the past, surveyors performed all of these duties when the track was initially found. Time consuming parts include measuring crawl distances from the water and dune, obtaining GPS coordinates, and completing the data form. These activities may be delayed to the return leg, allowing surveyors to obtain the data necessary for the beach cleaner and volunteers in about 10-15 minutes per nest.
 - d. Each ATV surveyor starting from Bid-a-Wee Beach will send up to 3 text messages to the beach cleaner indicating when surveys are completed on different sections of beach. The final message will be sent when the end of the survey area is reached (Camp Helen or St Andrews park boundary) or when they reach the east/west end boundaries on days when walking surveys are performed. The walking surveyors will send a text message when their sections are completed. In addition, the ATV and walking surveyors will send a text message to the beach cleaner when a crawl is found (false crawl or nest), noting the street address of the crawl.
4. Stranding and salvage (year-round)

Volunteers are on-call to respond to reports of dead or injured sea turtles that wash ashore. Injured turtles are taken to Gulf World for treatment. Dead turtles are measured and photographed, and a report is sent to the Florida Fish and Wildlife Research Institute. Fresh carcasses are salvaged to allow biologists to perform a necropsy. We usually have 3-10 strandings annually within the survey area.

5. Education, training, research and reporting (year-round)

- a. Volunteers distribute informational fliers to beach users as part of their monitoring duties. The fliers provide contact information to report nesting and hatchling turtles.
- b. Program Director prepares a report at the end of each season to fulfill contract requirements and submits forms to FWC to fulfill the requirements of our state permit.
- c. Program Director provides periodic oral and email reports during the nesting season to a County representative regarding the status of nesting activity within the survey area.
- d. Program Director and Assistant Director train volunteers and paid surveyors, give presentations on Turtle Watch to local civic groups, and coordinate activities of the Adopt-a-Nest Program with local schools and scout troops.

E. PROGRAM PARTICIPATION

1. Personnel Composition

Turtle Watch has a total of 25 personnel, the maximum allowed on our state permit, consisting of 5-10 paid and 15-20 volunteers. Some of the volunteers are retirees and some are students (high school and college), but most have full-time jobs. Since 1991, Turtle Watch has benefited from the participation of biologists, doctors, nurses, engineers, physicists, builders, teachers, social workers, and even a beachfront motel owner. Professionals can participate in Turtle Watch, because most of the volunteer activities occur at night or in the early morning. The exception is the daily survey program, which involves a time commitment that is not feasible for working people. The annual turnover rate for volunteers is about 30%.

Turtle Watch 2020 virtual group photo.



2. Need for Paid Personnel

The above list of activities shows why Turtle Watch cannot depend solely on volunteers to check 17.6 miles of beach every day from May through August. Volunteers already spend a great deal of time checking nests at night for hatchlings. For example, 20 people spent nearly 400 hours on the beach checking 38 nests found in 2000. The nighttime monitoring requirements are due solely to the threat of beachfront lighting on the hatchlings. Most coastal communities with sea turtle programs do not have our lighting problem and thus do not have our monitoring burden of nightly checks of nests. The 2009 adoption of lighting ordinances covering the entire beach has improved the nesting habitat and, when fully enforced, should reduce the need for nighttime monitoring.

3. Role of Beachfront Businesses

The staff at motels and condos can help with monitoring by reporting nesting turtles to the police or FWC, who will then contact trained personnel with Turtle Watch. However, as helpful as this assistance can be, reliance on condo and motel hospitality staff alone for monitoring the entire beach would not be feasible, because they would have to do more than simply check a small section of beach behind their developments. In addition, the number of hospitality staff that would have to be listed as monitors would cause us to greatly exceed the maximum allowed under our permit. Therefore, we still need dedicated Turtle Watch staff to efficiently perform the primary monitoring activities. Turtle Watch is allowed 25 people to do all the activities listed above on 17.6 miles of beach. The best way that hospitality staff can help is by immediately reporting any nests to the authorities. We encourage this participation and are happy to provide educational material for distribution to security guards and other support personnel at beachfront developments.

F. RESOURCES

1. 4 all-terrain vehicles (ATV).
2. 1 utility trailer to transport ATV.
3. 1 portable ATV ramp.
4. 4 hand-held GPS units for ATV's.
5. 1 sub-meter GPS unit (improved accuracy for nest measurements)
6. 1 portable pit tag scanner (detects electronic tags embedded in turtle flippers).
7. 1 night scope (observe nesting and hatchling turtles).

G. FUNDING HISTORY

Turtle Watch began in 1991 as an all-volunteer effort with no financial support. We relied on beach walkers to report nesting turtles to the authorities. This was the year when large amounts of sargassum washed onto Panama City Beach. The local government used heavy equipment to bury the seaweed on the beach between the tide line and the frontal dune. This was done during the nesting season and may have destroyed unidentified turtle nests.

To better protect nesting habitat, new emergency beach cleaning procedures were developed in 1992 by the Florida Department of Natural Resources (now Florida Department of Environmental Protection) working with the Bay County Tourist Development Council. The plan required daily sea turtle surveys by trained personnel to ensure that nests were properly identified and protected. Florida Offshore, Incorporated performed the surveys during 1992-95 with funding from Bay County. The contractor employees were trained by Turtle Watch and listed under our state permit.

Large amounts of sargassum washed onto Panama City Beach in 1991.
Cleanup spurred creation of daily surveys (Tom Needham, News Herald)



Daily surveys were taken over by the Beach Patrol in 1996-97 as a cost-saving measure. As with Florida Offshore, Turtle Watch trained the Beach Patrol surveyors and listed them under our permit. In 1998, Turtle Watch assumed all monitoring duties in preparation for a beach nourishment project, and in 1999 the Beach Patrol resumed the surveys. The quality of the surveys deteriorated significantly under the Beach Patrol, leading Turtle Watch to take over the monitoring program at the request of the Beach Patrol.

During 2000-2019, Turtle Watch, under the purview of the St. Andrew Bay Resource Management Association (RMA), contracted with Bay County to perform sea turtle monitoring with funding from 3rd cent Tourist Development Council revenues. The annual contract amount was \$37,200 during 2001-2005 and \$42,593 during 2006-2011. An option of \$3,540 was provided for Car Surveys during the latter period which increased the contract to \$46,133, depending on the required monitoring effort during the hatching season. During 2008-2011, an additional option of \$5,000 was included for Nest Attendants to assist volunteers in checking nests at night for hatchlings. Both options increased the contract to a maximum of \$51,133. During 2010-2014, the base contract amount was \$55,394 with a Car Survey option increasing cost to \$59,474. In 2015, to accommodate changes in beach cleaning procedures, the base contract was increased to \$63,440 with Car Survey and Walking Survey options increasing cost to \$74,180. In 2019, the base and total amounts increased to \$74,500 and \$86,900, respectively.

Turtle Watch separated from RMA in 2020 with no change to our program's current activities or contract amounts from 2019. We now operate as our own independent non-profit group.

I. 2021 BUDGET

The 2021 contract period covers six months from May 1 to October 31. Morning surveys will be billed based on the actual start and end dates, with monitoring to begin no earlier than May 1. If health and safety issues associated with COVID-19 cause a delay, the start date will be determined after consultation with local, state, and federal authorities. The same is true if the pandemic forces monitoring to end prior to October 31.

The itemized budget shown in the below table is organized into nine categories with references to the relevant sections of this document for the work description.

The base amount involves fixed charges shown in Items 4-9 of the table. The Director's Fee (Item 4) covers all program management duties, including personnel recruiting, training, and report preparation. Legal and accounting services (Item 5) provide funds for the Legal Advisor and preparation of federal income tax by an accountant. Turtle Watch will supply all necessary equipment and insurance to perform the morning surveys and protect the nests (Items 6-9).

The morning surveys involve ATV, Walking, and Car surveys, shown in Items 1, 2, and 3 of the table. The ATV surveys are billed at \$246.77/day for two surveyors monitoring for up to 138 days (\$34,054 maximum, May 1 to September 15). Walking surveys are billed at \$200/day for two surveyors performing foot patrols for up to 18 days (\$3,600 maximum, Tuesdays and Thursdays from June 1 to July 29). The Car Surveys are billed at \$146.67/day for up to two surveyors in POV's monitoring nests for up to 46 days (\$6,747 maximum, September 16 to October 31).

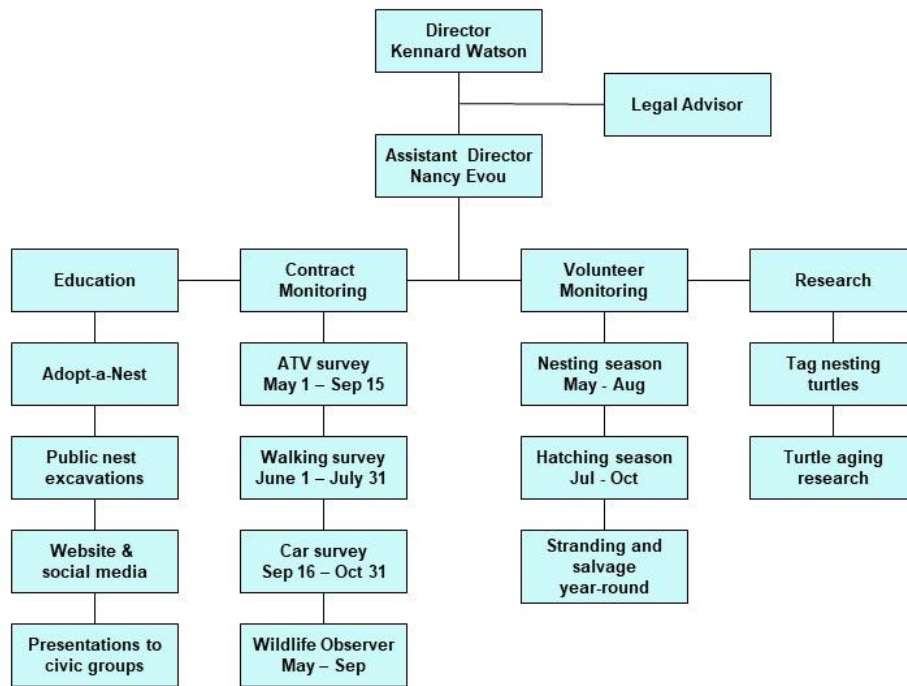
The deliverable is a report summarizing results for the 2021 nesting season. Also included are forms required to fulfill state and federal permit requirements for the following programs: Statewide Nesting Beach Survey, Index Nesting Beach Survey, Cooperative Marine Turtle Tagging Program, Marine Turtle Disorientation Reporting, and the Sea Turtle Stranding and Salvage Network.

This contract achieves cost savings through extensive use of volunteers for nest identification, relocation, excavation, and hatchling rescue and release. As noted in Section E.2, the major need for volunteers is due to the threat of beachfront lighting, which causes hatchling disorientation rates to approach 100% in some parts of the beach. Volunteers check nests that are close to hatching each night for signs of hatchling emergence (Section D.2.b).

Turtle Watch itemized budget for 2021

No.	Category	Section	Amount
1	ATV Survey, May 1 – Sep 15	D.1.a	\$246.77/day \$34,054 max
2	Walking Survey, June 1 – July 29	D.3.a	\$200/day, \$3,600 max
3	Car Survey, Sep 16 – Oct 31	D.2.a	\$146.67/day \$6,747 max
4	Director's Fee	B.1.a-g, C.1	\$28,000
5	Legal and Accounting Services	C.3, I	\$2,500
6	Commercial Liability Insurance	—	\$1,500
7	ATV Storage	—	\$1,500
8	ATV Purchase and Repair	—	\$6,700
9	Gas and Monitoring Supplies	—	\$3,700
TOTAL			\$43,900 base amount, Items 4-9
			\$88,301 including Items 1,2,3

Turtle Watch Organizational Flow Chart



**2021 TURTLE WATCH
LEAVE NO TRACE
WILDLIFE OBSERVER CONTRACT**

THIS WILDLIFE OBSERVER CONTRACT made this _____ day of April, 2021, by and between **Panama City Beach Turtle Watch, Inc.**, a Florida corporation not-for-profit and 501(c)(3) qualified (Turtle Watch), with principal offices at 6509 Palm Court, Panama City Beach, Florida, 32408, and the **Board of County Commissioners of Bay County, Florida** (the County), with principal offices at 840 West 11th Street, Panama City, Florida, with the County acting by and through the **Bay County Tourist Development Council** (the TDC), with offices located at 17001 Panama City Beach Parkway, Panama City Beach, Florida, as the advisory agency to the County to administer this contract.

WITNESSETH:

WHEREAS, Turtle Watch is authorized to conduct marine turtle nesting surveys, salvage, relocation, and related activities (“Turtle Surveying”) by the Florida Fish and Wildlife Conservation Commission pursuant to Marine Turtle Permit No. MTP-20-038 held by Kennard Watson, 6509 Palm Court, Panama City Beach, Florida, 32408, who is the President and Chief Operating Officer of Turtle Watch (“Watson”); and

WHEREAS, since 2016 Turtle Watch and its predecessor in interest have conducted the Bay County turtle watch program and will conduct the program in the summer of 2021; and

WHEREAS, the operation of the Bay County and City of Panama City Beach “Leave No Trace” program requires as a condition imposed by the state permitting authorities that a qualified wildlife observer be present when there is a potential that the program will interfere with the nesting activities of sea turtles on the beach, and require the program to avoid and protect the turtles, their nests, eggs, and hatchlings; and

WHEREAS, Turtle Watch through Watson is experienced in Turtle Surveying and is qualified to continue to provide the required observers; and

WHEREAS, due to regulatory permit requirements and related considerations, it was and remains unlikely that additional firms would submit proposals in response to a RFP for the subject services; and

WHEREAS, Turtle Watch provided qualified wildlife observers for the operation of the 2020 Leave No Trace Program; and

WHEREAS, Turtle Watch has submitted a proposal to provide qualified wildlife observers

for the 2021 Leave No Trace Program, which is attached, incorporated and marked **Exhibit A**; and

WHEREAS, at its regular meeting held April 13, 2021, the TDC recommended Bay County accept the 2021 Leave No Trace wildlife observer proposal (**Exhibit A**); and

NOW, THEREFORE, Turtle Watch and the County, with the County acting upon the recommendation of the TDC officers, do agree:

1. The above recitals are true, complete and not misleading.
2. Turtle Watch shall diligently and promptly provide qualified wildlife observers as specified in **Exhibit A** during the period commencing May 10, 2021, and ending September 18, 2021. In the event of a conflict between the 2021 Proposal (**Exhibit A**) and this Contract, this Contract shall control.
3. In consideration of providing observers the County, from TDC 3d cent funds, shall pay to Turtle Watch the unit prices for the services and items set forth in **Exhibit A**. The aggregate of all sums paid or incurred by the County to Turtle Watch for those services and items under this Agreement shall not exceed \$150,000.
4. Turtle Watch shall comply with the current Bay County Insurance Requirements and that are attached as **Exhibit B** and incorporated herein. Turtle Watch shall deliver any required bonds and policies of insurance or insurance certificate as required. All bonds and insurance documents shall be approved by the Bay County Risk Management Office before Turtle Watch may proceed with the work
5. Turtle Watch shall indemnify and hold harmless the County, the TDC, the Panama City Beach Convention and Visitors Bureau, Inc., and the officers and employees of each (the "Indemnified Parties"), from any liabilities, damages, losses, and costs, including, but not limited to, environmental fines, penalties, damages, and remediation costs, and reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentionally wrongful conduct, or any other breach of the applicable standard of care by Turtle Watch and other persons employed or utilized by the Turtle Watch in the performance of this Contract. The parties understand and agree that such indemnification by the Turtle Watch relating to any matter which is the subject of this Contract shall extend throughout the term of this Contract and any statutes of limitations thereafter. Turtle Watch's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
6. Turtle Watch agrees to reimburse and pay on behalf of the Indemnified Parties the cost of the Indemnified Parties' legal defense, through and including all appeals, and to include all

attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of Turtle Watch's performance of the Contract and in which the County has prevailed. Each Indemnified Party shall choose its legal defense team, experts, and consultants and invoice Turtle Watch accordingly for all fees, costs and expenses upon the conclusion of the claim. Such payment on the behalf of the Indemnified Party shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

7. Turtle Watch shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the TDC, and the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.
8. Turtle Watch shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of (1) All persons employed by Turtle Watch during the term of the Contract to perform employment duties within Florida; and (2) All persons, including subcontractors, assigned by Turtle Watch to perform work pursuant to the contract with the Department.
9. The County may terminate this contract for any reason, or no reason at all, upon thirty days written notice to Turtle Watch. In the event of such termination by County, County shall pay Turtle Watch reasonable fees and costs for the work conducted through the date of termination.
10. Public Records. To the extent required by law existing at the time this contract is entered (regardless of when interpreted), Turtle Watch shall comply with the Florida Public Records laws expressed in Chapter 119, Florida Statutes (2013), specifically including to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the Owner.
 - (b) Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (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.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the Owner,

all public records in possession of the Turtle Watch upon termination or expiration of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

If the Turtle Watch or Watson has questions regarding the application of Chapter 119, Florida Statutes, to Turtle Watch's duty to provide public records relating to this contract, it will contact the custodian of public records at the TDC's offices, 17001 Panama City Beach Parkway, Panama City Beach, Florida 32413; telephone 850.233.5070, and email drowe@visitpanamacitybeach.com.

11. COVID-19. Notwithstanding the above verbiage, given the extraordinary circumstances associated with the current COVID-19 pandemic, all tasks under this contract will be performed in compliance with relevant health and safety guidelines and in accordance with applicable local, state and federal rules, regulations and executive orders. If work under this contract cannot be done in compliance with these guidelines, Turtle Watch may terminate or request changes to the above-described work in consultation with the County. Every effort will be made by Turtle Watch to complete all tasks under the contract, while still complying with existing guidelines, rules, regulations and executive orders concerning COVID-19.
12. Turtle Watch is an independent contractor retained by the County for its wildlife expertise, in particular marine turtles, and shall employ, direct, control, and supervise all personnel providing services under this Agreement.

[Signatures on following page.]

WITNESS our hands and seals as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY, FLORIDA

Attest:

By: _____
Chairman

Clerk of the Circuit Court

Approved as to form:

Office of County Attorney

PANAMA CITY BEACH TURTLE WATCH, INC.

Attest:

_____ By: _____
President

12 March 2021

Kennard Watson, Director
Panama City Beach Turtle Watch
6509 Palm Court
Panama City Beach, Florida 32408

Dan Rowe, Director and CEO
Bay County Tourist Development Council
17001 Panama City Beach Parkway
Panama City Beach, Florida 32413

Dear Mr. Rowe:

Panama City Beach Turtle Watch, Inc. is pleased to provide the attached proposal for support of nighttime beach cleaning services on Panama City Beach in 2021.

Proposed cost is \$120 per hour to provide wildlife observers plus a management fee of \$167 per day for services performed as part of nighttime enforcement of the Leave No Trace Ordinances. These hourly costs are unchanged from last year. However, I made a minor adjustment to the cancellation fees if contractor personnel fail to appear without advance notice (see Item 4c, page 2).

Please contact me during business hours at (850) 238-9895 or at pcbturtle@yahoo.com if you have questions. Written correspondence should be sent to my home address at 6509 Palm Court, Panama City Beach, 32408.

Sincerely,

Kennard Watson

Kennard Watson
Turtle Watch Director

Enclosure

WILDLIFE OBSERVERS

1. Wildlife Observers will be provided by Panama City Beach Turtle Watch, Inc. (aka “Turtle Watch”) as part of enforcement of the Leave No Trace Ordinances. The observers will support each Leave No Trace removal crew, provided by a private contractor, Coastal Parasail, operating on the beach after sunset. The observers will be trained in sea turtle identification procedures and listed under the Turtle Watch state permit issued by the Florida Fish and Wildlife Conservation Commission (FWC).
2. Wildlife Observer duties are to protect nesting and hatchling sea turtles from activities of the removal crews. The observers are responsible for informing and advising crews on how to proceed in the event of a sea turtle encounter. Specific duties include:
 - a. Drive in front of the crew on an off-road vehicle provided by the contractor to look for nesting and hatchling turtles.
 - b. If a nesting turtle or hatchlings are observed, Wildlife Observer will stop and keep the crew at least 100 feet away with all lights off until the turtle(s) have entered the water, or until the observer determines that it is safe to proceed. The observer or a Turtle Watch volunteer will mark any nests after the turtle has returned to the water.
 - c. Stay clear of marked nests.
 - d. Report all stranded wildlife to FWC’s 24-hour Wildlife Hotline.
3. Wildlife Observers will accompany up to two (2) removal crews operating on the beach for up to seven (7) nights weekly, starting no earlier than May 10 and ending September 18, or when conditions dictate after consultation with the Tourist Development Council and Coastal Parasail.
4. Turtle Watch will be responsible for developing the schedule, which will be done in consultation with the contractor, identifying dates when Wildlife Observers and crew are available.
 - a. Schedule changes made from time to time by Turtle Watch will be provided to the contractor with no less than 72 hours notice.
 - b. Surveys may be cancelled with less than 72 hours notice due to severe weather or vehicle breakdowns.
 - c. Failure of contractor personnel to appear without advance notice, including failure to provide authorized drivers (see Item 8), will result in cancellation of survey and a “no show” charge of \$287 per incident for absence of one crew and \$407 per incident for absence of two crews. Cancellation fees will be noted in the itemized invoice.
5. Aside from the off-road vehicle provided by the contractor, Wildlife Observers will bring all necessary equipment to mark nests, including wooden stakes, marking tape, red LED flashlight, cell phone, and contact information for Turtle Watch on-call volunteers and state authorities.
6. Wildlife Observers will be in uniform showing our company name and job function (Turtle Watch) at all times while accompanying removal crews. Uniforms shall be approved by the TDC.
7. Turtle Watch personnel will provide training to the crew drivers before the start of operations and up to two (2) additional training sessions, as needed, during the contract period. Training will cover beach driving requirements stipulated in our state permit and duties of the Wildlife Observers.

8. Our participation is contingent on the contractor doing the following:
- a. Provide list of authorized drivers who will attend training (Item 7) and agree to follow state permit requirements, enabling drivers to be listed as authorized personnel on the state permit held by Turtle Watch. Failure to comply with permit conditions may result in termination of this contract and loss of permits.
 - b. Crew driver to operate an off-road vehicle directly behind Wildlife Observer at all times, keeping a safe distance between the vehicles and stopping when directed by the Wildlife Observer.
 - c. Crew to wear uniforms showing company name and job function (Leave No Trace) while performing their duties. Uniforms shall be approved by the TDC.
 - d. Vehicles maintained in safe operating condition with red LED headlights, approved by FWC, and license plates with "Leave No Trace" identification on front and back of the vehicles.
 - e. Vehicles operated in a safe manner consistent with ordinary standards of carefulness. Turtle Watch reserves the right to decline to work with any contractor personnel considered in Turtle Watch's sole discretion to operate in an unsafe manner or in violation of permit requirements.
 - f. Wildlife Observers driving contractor off-road vehicles will be covered by the contractor's General Liability insurance. An insurance certificate showing Turtle Watch as a co-insured will be provided prior to the start of operations.
9. COVID-19. Notwithstanding the above verbiage, given the extraordinary circumstances associated with the current COVID-19 pandemic, all tasks under this contract will be performed in compliance with relevant health and safety guidelines and in accordance with applicable local, state and federal rules, regulations and executive orders. If work under this contract cannot be done in compliance with these guidelines, Turtle Watch may terminate or request changes to the above-described work in consultation with the County. Every effort will be made by Turtle Watch to complete all tasks under the contract, while still complying with existing guidelines, rules, regulations and executive orders concerning COVID-19.

Panama City Beach

TDT Collections	FY 2017			FY 2018			FY 2019			FY 2020 *			FY 2021 **			2021 Comp TDT Collections		
October	\$1,312,781	25.8%		\$1,289,221	-1.8%	\$	1,322,080	n/a		\$1,544,058	19.8%		\$2,026,005	31.2%		October	FY20	\$ 1,544,058
November	\$523,191	8.9%		\$591,967	13.1%	\$	1,369,745	n/a		\$622,853	5.2%		\$834,777	34.0%		November	FY20	\$ 622,853
December	\$393,263	11.0%		\$471,436	19.9%	\$	1,166,509	n/a		\$579,371	22.9%		\$629,639	8.7%		December	FY20	\$ 579,371
January	\$495,113	4.2%		\$511,021	3.2%	\$	1,184,032	n/a		\$701,529	37.3%		\$682,320	-2.7%		January	FY20	\$ 701,529
February	\$728,369	10.0%		\$798,179	9.6%	\$	1,247,557	n/a		\$865,951	8.5%		\$806,929	-6.8%		February	FY20	\$ 865,951
March	\$1,421,784	19.2%		\$1,778,549	25.1%	\$	2,017,252	n/a		\$869,315	-51.1%		\$0	0.0%		March	FY18	\$ 1,778,549
April	\$1,625,317	13.0%		\$1,705,011	4.9%	\$	1,758,418	n/a		\$257,084	-84.9%		\$0	0.0%		April	FY18	\$ 1,705,011
May	\$2,148,364	14.5%		\$2,262,740	5.3%	\$	2,286,649	n/a		\$1,474,849	-34.8%		\$0	0.0%		May	FY18	\$ 2,262,740
June	\$3,855,439	10.4%		\$4,257,916	10.4%	\$	4,461,640	n/a		\$4,505,282	5.8%		\$0	0.0%		June	FY18	\$ 4,257,916
July	\$4,947,031	13.4%		\$5,269,072	6.5%	\$	4,989,410	n/a		\$5,185,117	-1.6%		\$0	0.0%		July	FY18	\$ 5,269,072
August	\$1,900,446	13.7%		\$2,382,689	25.4%	\$	2,601,675	n/a		\$2,628,848	10.3%		\$0	0.0%		August	FY18	\$ 2,382,689
September	\$1,620,578	14.0%		\$1,781,015	9.9%	\$	1,637,077	n/a		\$2,238,905	25.7%		\$0	0.0%		September	FY18	\$ 1,781,015
TOTAL	\$20,971,676	13.5%		\$23,098,816	10.1%	\$	26,042,044	n/a		\$21,473,162	-7.0%		\$4,979,670			TOTAL		\$23,750,754

* compared to 2018

** Oct - Feb, compared to 2020

** Mar - Sep, compared to 2018

Panama City Beach

YTD	FY 2017			FY 2018			FY 2019			FY 2020 *			FY 2021 **			2021 Comp	YTD
October	\$ 1,312,781	25.8%	\$	1,289,221	-1.8%	\$	1,322,080	n/a	\$	1,544,058	19.8%	\$	2,026,005	31.2%		October	\$ 1,544,058
November	\$ 523,191	8.9%	\$	591,967	13.1%	\$	1,369,745	n/a	\$	622,853	5.2%	\$	834,777	34.0%		November	\$ 622,853
December	\$ 393,263	11.0%	\$	471,436	19.9%	\$	1,166,509	n/a	\$	579,371	22.9%	\$	629,639	8.7%		December	\$ 579,371
January	\$ 495,113	4.2%	\$	511,021	3.2%	\$	1,184,032	n/a	\$	701,529	37.3%	\$	682,320	-2.7%		January	\$ 701,529
February	\$ 728,369	10.0%	\$	798,179	9.6%	\$	1,247,557	n/a	\$	865,951	8.5%	\$	806,929	-6.8%		February	\$ 865,951
March	\$ -	0.0%	\$	-	0.0%	\$	-	0.0%	\$	-	0.0%	\$	-	0.0%		March	\$ -
April	\$ -	0.0%	\$	-	0.0%	\$	-	0.0%	\$	-	0.0%	\$	-	0.0%		April	\$ -
May	\$ -	0.0%	\$	-	0.0%	\$	-	0.0%	\$	-	0.0%	\$	-	0.0%		May	\$ -
June	\$ -	0.0%	\$	-	0.0%	\$	-	0.0%	\$	-	0.0%	\$	-	0.0%		June	\$ -
July	\$ -	0.0%	\$	-	0.0%	\$	-	0.0%	\$	-	0.0%	\$	-	0.0%		July	\$ -
August	\$ -	0.0%	\$	-	0.0%	\$	-	0.0%	\$	-	0.0%	\$	-	0.0%		August	\$ -
September	\$ -	0.0%	\$	-	0.0%	\$	-	0.0%	\$	-	0.0%	\$	-	0.0%		September	\$ -
TOTAL	\$ 3,452,717	14.5%	\$	3,661,824	6.1%	\$	6,289,923	n/a	\$	4,313,762	17.8%	\$	4,979,670	15.4%		TOTAL	\$ 4,313,762

* compared to 2018

** Oct - Feb, compared to 2020

** Mar - Sep, compared to 2018



2020-2021

BI-ANNUAL BUSINESS PLAN





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EXECUTIVE SUMMARY

Surviving the new normal with COVID-19: The Panama City Beach Sports Complex, Visit Panama City Beach CVB, local health officials, and event organizers successfully worked together to navigate the pandemic and develop a way to safely open and operate in 2020 and early stages of 2021. The staff and leadership team remain focused on continuing the reputation of excellence that Panama City Beach Sports Complex has become known for. The management team continues to identify areas that will affect continued growth and development of the sports complex including:

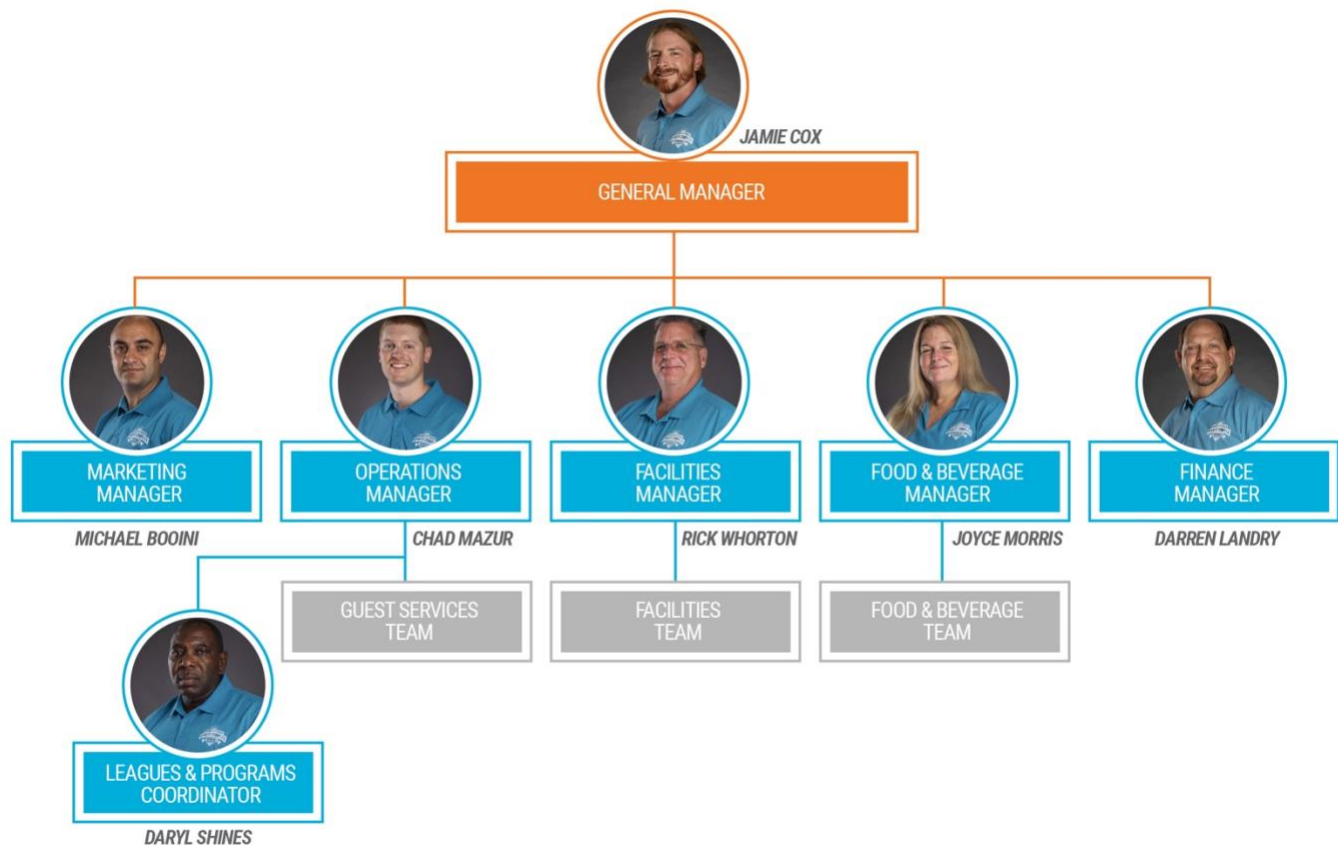
- Continued synergy with the Panama City Beach CVB to collaborate on tournament bids/referrals while maintaining focus on economic development resulting in tax growth.
- Identify long-term partnership opportunities with new and existing Event Organizers.
- Focus on Rectangle Field programming/event development.
- Implement policies to ensure payment received in timely manner for all events.
- Replace event cancellations with new events or local programming.
- Development of sustainable and measurable sponsorship opportunities.
- Work with SFM partners for long term contract deals.
- Expansion of PCBSC owned events for local league play and tournaments.

Though the circumstances surrounding sports events drastically changed for everyone, our team has worked hard to replace any cancellations or postponements, when available. Many of those opportunities have been a result of working with the CVB Sports & Special Events Team to assist in any relocation efforts for events that were scheduled for other parks, and due to extenuating circumstances, needed to relocate to the Sports Complex. In addition to new/replacement events and relocated events, efforts have been made to increase local programming. The spring season will be busy as the Complex will be host to several nights of local league play for those in the Panama City Beach community.

The staff at Panama City Beach Sports Complex is an energetic and caring group. This group identifies opportunities and looks for ways to get better every time. The management team has tremendous patience, are energetic and very loyal. The leadership team continues to work with staff in evolving internal processes and policies to continue their development. Senior management continues to work with SFM home office to review risk management and human resource laws and updates, sports industry trends and contract opportunities.

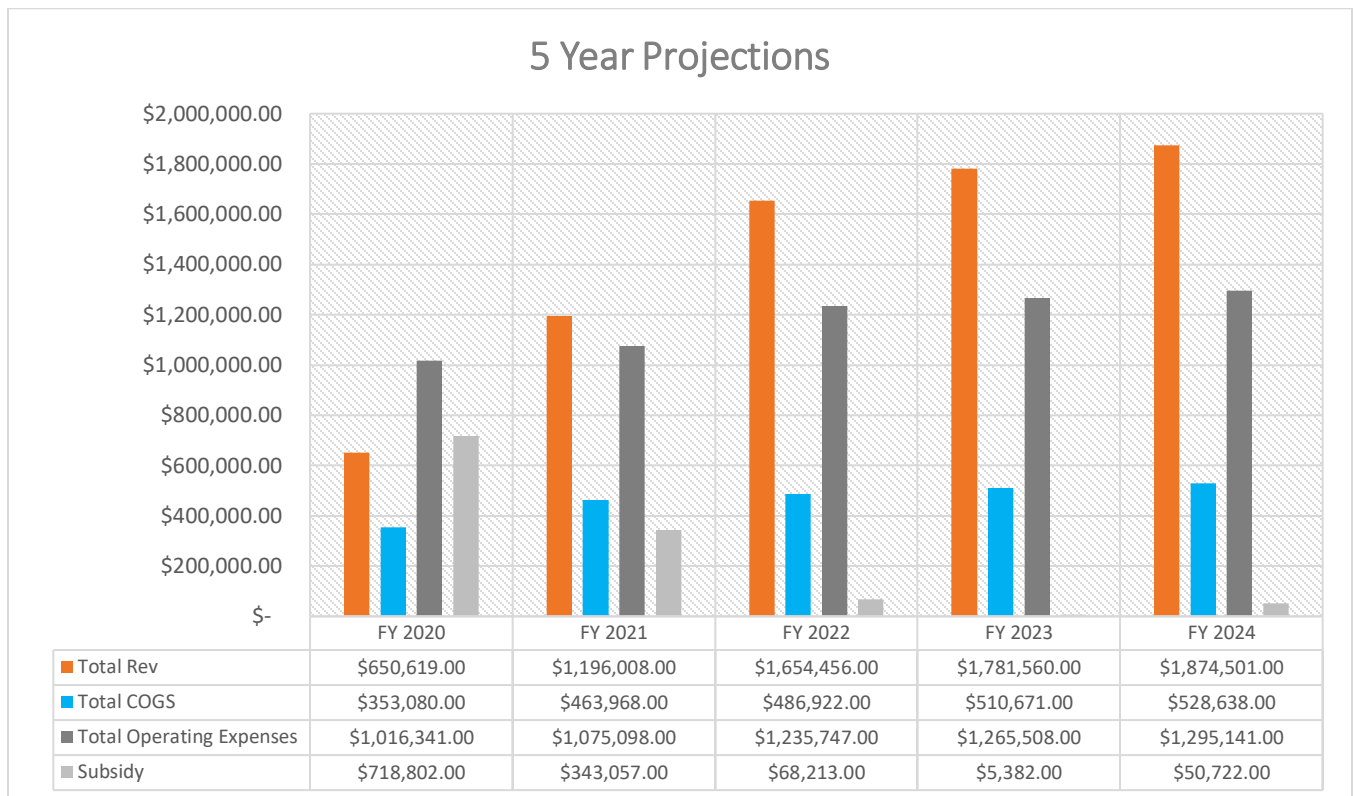
The Panama City Beach Sports Complex recognizes the importance of our role in the community and will continue to do our part to ensure that Panama City Beach and Bay County prosper.

ORGANIZATIONAL CHART



BUSINESS AND OPERATING PLAN

REVENUE



Maintain focus on driving revenue while improving efficiencies to lower subsidy over 5-year goal. Strategy to reach FY20-21 Revenue goals:

- Continued development of rectangle field events
- Capitalize on athletic trainer revenues reflective of increased team participation during peak season events
- Focus on long term contracts with established event organizers
 - Currently have several organizations with multi-year contracts and in negotiations with others

**Panama City Beach Sports Complex
Budget FY2021
October 2020 - September 2021 Revised**

Actual P&L Reporting																		
	October	November	December	January	February	March	April	May	June	July	August	September	Revised Total	Prev Budget	% of Tot Rev	% of Direct Rev	Revised Net	
Income																		
Total 40300 Soccer	\$ 1,267	\$ 13,409	\$ 1,267	\$ 454	\$ 2,439	\$ 2,257	\$ 4,267	\$ 14,067	\$ 2,500	\$ 4,800	\$ 2,500	\$ 6,300	\$ 55,527	\$ 84,803	4.6%		\$ (29,276)	
Total 40400 Football	-	5,961	6,111	39,252	2,897	-	-	-	-	-	4,500	-	58,721	90,000	4.9%		(31,279)	
Total 40500 Lacrosse	-	-	-	-	-	308	3,900	-	5,200	-	-	-	14,608	45,600	1.2%		(30,992)	
Total 40600 Baseball	22,861	-	7,293	36,224	5,492	8,598	18,350	20,800	64,150	36,000	10,200	7,500	237,468	205,981	19.9%		31,487	
Total 40700 Softball	11,323	-	-	-	2,848	-	-	4,200	-	24,000	2,800	10,500	55,671	77,300	4.7%		(21,629)	
Total 40800 Youth & Rec Programs	-	-	-	-	-	-	-	-	-	-	-	-	-	2,500	0.0%		(2,500)	
Total 40900 Adult Recreation	-	-	-	6,262	11,495	-	-	-	-	-	2,500	4,500	24,757	4,500	2.1%		20,257	
Total 41000 Other Field Income	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%		-	
Total 41500 Food and Beverage	32,567	19,496	42,398	17,143	14,833	28,975	32,000	48,000	113,500	135,500	30,000	45,000	559,412	479,750	46.8%		79,662	
Total 41600 Merch Shop	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%		-	
Total 41900 Other Revenues	6,297	13,547	1,659	23,641	2,313	3,637	4,750	4,500	10,000	10,000	5,500	4,000	89,844	81,451	7.5%		8,393	
41910 Other Revenues Advertisement/Sponsorship Income	-	-	-	-	-	-	-	-	-	-	-	100,000	100,000	100,000	8.4%		-	
Total Income	74,315	52,413	58,728	122,976	42,317	43,775	63,267	91,567	195,350	210,300	63,200	177,800	1,196,008	1,171,885	100.0%		24,123	
Cost of Goods Sold																		
Total 50000 Part-Time Contract Labor	\$ 14,269	\$ 15,105	\$ 10,378	\$ 22,713	\$ 13,719	\$ 17,530	\$ 12,653	\$ 18,313	\$ 29,870	\$ 32,060	\$ 12,640	\$ 10,760	\$ 210,011	\$ 233,109	17.6%	20.9%	\$ 23,098	
Total 50800 Youth & Rec Programs COGS	-	-	-	-	-	-	-	-	-	-	-	-	0	-	0.0%		-	
Total 50900 Adult Recreation COGS	-	-	-	-	-	3,175	-	-	-	-	-	-	3,175	-	0.3%		(3,175)	
Total 51500 Food & Beverage COGS	13,055	8,906	21,299	6,870	5,705	11,010	12,800	19,200	41,400	48,200	10,800	15,000	214,245	187,700	17.9%	38.3%	(26,545)	
Total 51600 Merch Shop COGS	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%		-	
Total 51900 Other Revenue COGS	1,578	3,746	1,244	3,031	6,122	816	-	-	-	-	-	20,000	36,537	20,000	3.1%	19.2%	(16,537)	
Total Cost of Goods Sold	28,902	27,757	32,921	32,614	25,546	32,531	25,453	37,513	71,270	80,260	23,440	45,760	463,968	440,809	38.8%		(23,159)	
Gross Profit	45,413	24,656	25,807	90,362	16,771	11,244	37,814	54,054	124,080	130,040	39,760	132,040	732,041	731,076	61.2%		964	
Expenses																		
Total 60000 Advertising / Marketing	\$ 508	\$ 799	\$ 524	\$ 532	\$ 1,074	\$ 500	\$ 1,495	\$ 500	\$ 500	\$ 500	\$ 1,500	\$ 1,495	\$ 9,927	\$ 18,235	0.8%		8,308	
Total 60400 Bank & Other Service Charges	51	87	124	4,215	52	60	2,588	860	860	4,047	860	860	14,664	17,131	1.2%		2,467	
Total 61000 Legal and Professional Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	811	0.0%		811	
Total 62000 General & Administrative Expenses	1,828	908	904	2,144	7,861	(4,011)	1,168	984	2,918	1,439	1,818	1,884	19,845	26,879	1.7%		7,034	
Total 63300 Insurance	19,451	-	-	-	-	-	-	-	-	-	-	-	19,451	17,409	1.6%		(2,042)	
Total 64000 Supplies and Services	1,948	1,945	741	1,461	1,545	506	4,382	3,882	4,214	4,714	3,882	3,882	33,100	48,745	2.8%		15,645	
Total 65000 Contract Labor & Management Fee	35,528	45,950	51,044	52,063	51,612	47,933	63,585	48,852	48,852	63,585	48,852	53,738	611,595	583,668	51.1%		(27,927)	
Total 66000 Other Payroll Expenses	640	716	449	1,414	1,158	1,146	930	930	990	990	930	930	11,223	11,280	0.9%		57	
Total 67200 Repairs and Maintenance	19,239	17,272	12,957	22,622	12,294	11,925	17,366	14,866	14,866	17,366	14,866	14,866	190,505	188,392	15.9%		(2,113)	
Total 68600 Utilities	16,418	16,204	5,571	8,318	34,457	8,845	11,674	11,780	14,780	12,480	12,480	11,780	164,787	141,987	13.8%		(22,800)	
Total Expenses	95,611	83,881	72,314	92,769	110,053	66,904	103,188	82,654	87,980	105,121	85,188	89,435	1,075,098	1,054,537	89.9%		(20,561)	
Net Operating Income	(50,198)	(59,225)	(46,507)	(2,407)	(93,282)	(55,660)	(65,374)	(28,601)	36,100	24,919	(45,428)	42,605	(343,057)	(323,460)	(28.7%)		(19,597)	
Subsidy Required																		
	\$ 343,057																	
Current Budget																		
Subsidy																	\$1,495,345.28	\$124,612.11
Revised Subsidy																		
																	\$1,539,065.31	\$128,255.44
Subsidy Increase																		
																	\$43,720.03	\$3,643.34

Current Budget Subsidy		\$1,495,345.28	\$124,612.11
Revised Subsidy		\$1,539,065.31	\$128,255.44
Subsidy Increase		\$43,720.03	\$3,643.34
			1/12

Revenue

Line 111 (Baseball)- Conservative forecast based on total # of fields rented per day. PG/2D could use 10 fields per day # reflects 8 fields
Line 161-N (F&B)- Increased revenue reflects addition of 3 snow cone stands and projected high volume sales for item
Line 181-K (other) Increase revenue reflects athletic trainer income not previously accounted for

COGS

Line 23-Part Time Labor Cogs Re-calculated to account for lower staffing on non event days
Line 261-N F&B COGS calculated at 40% on Food and Beverage Sales and 20% of Snow Cone Sales

Expenses

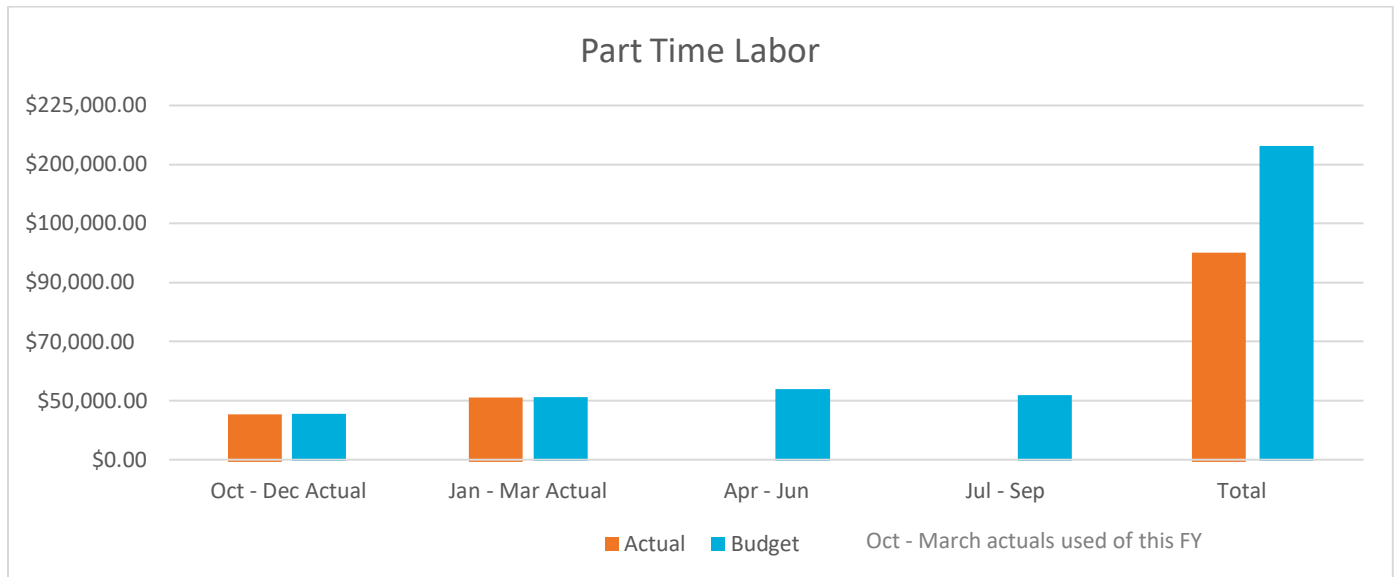
Line 34G-Advertising Marketing decrease of Promotion/Give-aways from prev budget
Line 39-Supplies & Services reduction is a result of overbudgeting for Covid Safety Supplies in Prev Budget
Line 40-Contract labor Mgt - Merit raise for FB Manager, COI raises for 3 other managers. 401k match not budgeted for in previous budget.
Line 42-Repairs & Main - Reduction of Vehicle repair over budgeted.
Line 43-Gulf Power billing of a replacement meter and a non actual meter reading resulting in High erroneous bill. Still looking for credit.

Other Notes

- Immediate efforts to decrease COGS and other expenses:
- Managers assist with Tournament setup/tear down
 - Limit total # of staff per event w/o sacrificing excellent customer service
 - Keep certain fields painted for longer duration to cover multiple events; instead of painting and cleaning per each event (this has already been put in place in 2021)
 - Cost comparisons for supplies by all Managers
 - F&B cogs- Sams orders vs large food suppliers (when applicable)

- Implement policies in contracts to secure payment from new event organizers in timely manner
 - Require 50% of rental due 90 days from start date and 75% due 30 days prior to start date
- Expand local programming and community events
 - Host several PCBSC owned leagues and tournaments in Spring and Fall Seasons
- Targeted sponsorship deals
 - Quarterly goals with SFM: add at least one new sponsor to portfolio
- Food & Beverage persist on efficiencies, high margin items and expanded menu
 - Currently implementing new/increased menu pricing
 - Adding mobile concession carts throughout the park

EMPLOYMENT



PT Labor costs should decrease throughout fiscal year 2 following improved operations

- Continued event support by salaried employees
- Clear production standards/expectations
- Improved processes to provide efficient tournament setup
- Cross-training of staff to operate at a high level of efficiency

Strategy to Reach FY 20-21 Goals

- Identify highly qualified individuals for department shift lead positions
- Continue aggressive hiring/retention plan that will utilize the local part-time workforce
- Continue and expand our staff training programs to produce a better customer experience
- Staff training to include updated new hire orientation
- Be efficient as possible with PT labor hours for events and cross-train staff to have knowledge of multiple departments and job duties

TOURNAMENTS AND EVENTS

Thirty-five tournament events highlighted the Panama City Beach Sports Complex calendar since re-opening late May 2020, and more than forty events are scheduled for the remainder of 2021. We are continuing to develop long term event owner relationships that have helped us establish a variety of both diamond and rectangle athletic events.

2020-2021 Event Highlights

Baseball

- Perfect Game Deep South Championship (June 4-9, 2020) – 86 teams
 - Economic Impact (EI): \$4,559,509
- Grand Slam World Series (4 events) – 239 total teams
 - Total EI: \$12,167,859
- Athletx New Years BaseballFest (Dec 27-Dec 31, 2020) – 93 teams
 - Total EI: \$4,462,040

Kickball

- Battle of the Thrown (June 6-7, 2020) – 18 teams
 - Total EI: \$294,243

Softball

- USFA World Series (2 events) – 160 total teams
 - Total EI: \$6,667,879 total
- WSL World Series (3 events) – 231 total teams
 - Total EI: \$4,139,761 total

Soccer

- Soccer YTH All-American Series (July 30-Aug 2) – 25 teams
 - Total EI: \$541,173
- Snap Soccer PCB Classic – 96 total teams
 - Total EI: \$1,465,328

Football

- Prospects by Sports Illustrated Elite Football Events (3 events) – 66 teams
 - Total EI: \$1,584,784

Flag Football

- World Championship Tour Battle PCB (2 events Jan 2021) – 406 teams
 - Total EI: \$2,645,445



Bay United Soccer Club

The Panama City Beach Sports Complex has established a relationship with the local Bay United Soccer Club. The soccer club rents two fields at the sports complex year-round, specifically from September-May and during the summer when available (\$15,200 in rental revenue per year). This relationship has allowed PCBSC to host the FYSA Presidents Cup in February 2020 and the FYSA/Bay United Qualifying League event in Aug/Sept. Bay United was also co-host to a new 7v7 tournament in January 2021.

Middle/High School games

PCBSC has also hosted several middle school and high school games in multiple sports.

Soccer: North Bay Haven high school and middle school girls soccer games and practices (Jan-Feb 2021), University Academy middle school girls soccer games (Jan-Feb 2021)

Baseball: Arnold High, Bay High, Mosely High, Rutherford High, and South Walton High (Feb-Apr 2021)

Local Adult Sports Leagues

The Panama City Beach Sports Complex has offered several adult sports leagues starting in the fall season of 2020. First season of Men's Softball and Coed Kickball had a total of 17 teams participate. The registration period for Spring 2021 concluded with a total of 38 teams registered for both Men's and Coed Softball, and Coed Kickball.

Other field rentals

Youth Baseball practices, Adult and Youth Softball practices, SLAM Stroller Moms

Strategy to Reach FY 20-21 Goals

- Develop partnerships with nationally recognized sport organizations that are interested in hosting multiple events at PCBSC
- Continue to increase local programs and leagues by building relationships within the community (coaches, business owner/managers)
- Utilize SFM developed program models when applicable
- Continue to focus on weekends to operate diamond and rectangle field events simultaneously
- Develop relationships with local and regional universities and athletic conferences to offer multiple events for collegiate level competition
- Focus on client relationships through higher communication frequency and excellent level of customer service
- Expand types of events at PCBSC by researching and hosting non-traditional sporting events "between seasons" at our complex

FACILITY AND EVENT MARKETING

The key strategy for our second year is to present and reinforce the concept of the Panama City Beach Sports Complex as a leader in youth sports. Our continued focus on producing high quality social media content while developing and growing followers across all platforms will revolve around positive engagement with our audience and thoughtful interaction. This increased social media following can be further utilized to appeal to potential sponsors seeking to gain exposure of their brand to our audience.

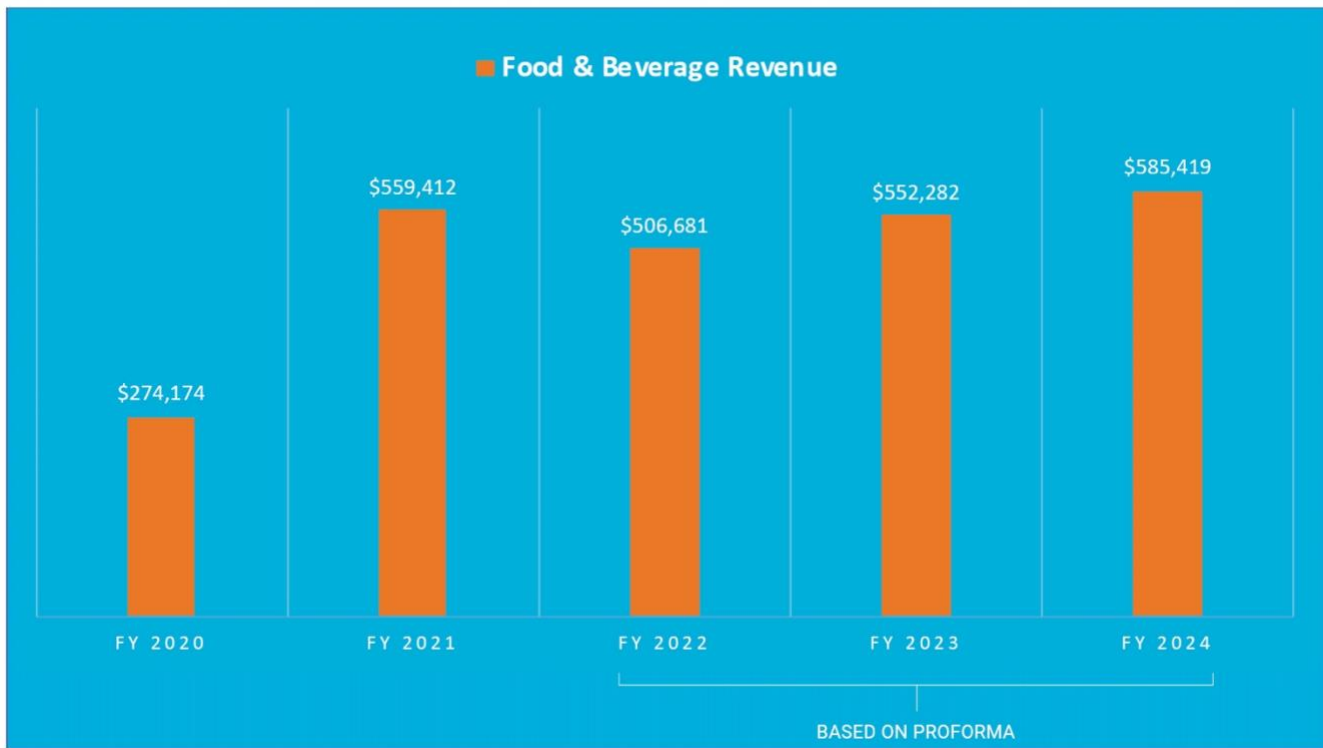
The increased demand for information to be delivered in a quick and effortless manner to event organizers, sponsors, guests, and athletes has highlighted a need for digital refinements. Ongoing projects include:

- Website audit and review (improved content, layout and design, user experience and search engine visibility considerations)
- Conversion of existing press section to a functional blog, in order to drive organic traffic and increase brand awareness

Strategy to Reach FY 20-21 Goals

- Seek out online training to build graphic design/website/video skills and increase efficiency in collateral development
- Develop an effective, branded e-newsletter template for a regularly scheduled email campaign
- Where possible, maintain national exposure at tradeshow events
- Develop relationships with relevant industry publications who are willing to provide us with a free platform to brand ourselves in exchange for high quality content
- Continue to create high quality, branded content across all social media platforms
- Seek out online training to develop effective sales techniques for sponsorship
- Sell sponsorship opportunities and establish long-term relationships with relevant local and national brands
- Utilize SFM new partnership with Integrity 9 to identify local, regional, and national sponsorship opportunities

FOOD AND BEVERAGE



F & B Revenue continues to be an area of focus with improved processes and revenue. Our continued focus will be on:

- Addition of events for the remainder of 2021 season
- Concessions will operate on regular basis during local programming
- High level of customer service
- Elimination of excess product and menu items
- Ongoing audit of menu items with trends to allow for strategic adjustments
- Addition of Snow Cone stands during peak season will help drive increased sales
- Current review of comparative pricing with other sports venues and destinations
- Increased menu pricing to elevate to industry standard while still maintaining value for the customer
- Alcohol sales to begin in mid-spring 2021 during local leagues and several targeted events

TECHNOLOGY

In FY 19-20 all new technology was added to PCBSC

- DASH is the POS system for F&B, Local League/Tournament registrations and any programming owned by PCBSC
- Added external and internal security cameras around the Administration Building and in the following locations: vault, server room, all concession stands and maintenance building
- WiFi was recently added to Maintenance Building
- Earth Networks Lightning Alert System has been installed and activated
- Installation of new Clover Mini2 Credit Card Terminals with touchless payment to include Apple & Google Pay.
- Implementation of iTime Software (Scheduling and Time Keeping). Full integration with iSolved payroll system with Bio Fingerprint Scanner Time Clock for added security.

CURRENT FISCAL YEAR BUDGET

Please reference Appendix A.

INVENTORY

EQUIPMENT INVENTORY 2020			
LARGE EQUIPMENT			
QUANTITY	DESCRIPTION	UNIT PRICE (\$)	TOTAL PRICE (\$)
1	MAGNETIC DRAG GREENSGROOMER	5,700.00	5,700.00
2	P-REX TURF PAINT REMOVER	40,538.00	81,076.00
2	TITAN POWERLINER	3,650.00	7,300.00
5	318-G COPPER TURF PORTABLE PITCHING MOUNDS	7,670.00	38,350.00
10	1010 COPPER TURF PORTABLE PITCHING MOUNDS	1,670.00	16,700.00
20	402 COPPER TURF PORTABLE PITCHING MOUNDS	1,000.00	20,000.00
10	202-6 COPPER TURF PORTABLE PITCHING MOUNDS	2,420.00	24,200.00
2	UTILITY VEHICLE - GATOR	12,085.91	24,171.82
1	PRESSURE WASHER	1,625.69	1,625.69
			219,123.51