



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

Tuesday, December 8, 2020

9:00 a.m.

Council Room, PCB City Hall

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
 - A. Invocation
 - B. Pledge of Allegiance
- III. REQUESTS TO ADDRESS THE BOARD ON AGENDA ITEMS (3 Minutes)**
- IV. CONSENT AGENDA**
 - A. Approve payment of Dewberry Engineers Invoice 1897126
 - B. Approve payment of APTIM Coastal Planning & Engineering, Inc. Invoices 511468-RI-00636 & 511472
 - C. Approve 2021 TDC/CVB Holiday Observance Calendar
 - D. Approve alcohol sales vendor agreement for Panama City Beach Sports Park
 - E. Approve payment for additional work performed by Coastal Parasail in September 2020
- V. PRESENTATIONS**
 - A. TDT Collections, Mr. Dan Rowe
 - B. Marketing Update, Ms. Jayna Leach
- VI. PRESIDENT'S REPORT**
- VII. CHAIRMAN'S REPORT**
- VIII. AUDIENCE PARTICIPATION**
- IX. ADJOURNMENT**

INVOICE



Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: 13-0746510

Bill To: BAY COUNTY TDC
CHARLENE HONNEN, CPA
17001 PANAMA CITY BEACH PARKWAY
PANAMA CITY BEACH FL 32413

Invoice #: 1897126
Invoice Date: 11/6/2020
Due Date: 12/6/2020
Client #: 498941
Contract #: 50131331
Batch #: 2999419

Dewberry Project: 50086791 Bay County

Work Performed Thru Period Ending 10/30/2020

Job: 50131331 St. Andrews State Park
Beach & Dune Restoration
Task Order No. 17

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	Beach and Offshore Surveys	9,625.00	100.00	9,625.00	9,625.00	.00
L002	Design, Sketches, Const. Dwgs	71,510.00	86.48	61,840.00	34,550.00	27,290.00
	SUBTOTAL	81,135.00	88.08	71,465.00	44,175.00	\$ 27,290.00

TOTAL FOR JOB: 50131331 \$ 27,290.00

TOTAL INVOICE AMOUNT DUE \$ 27,290.00
BY 12/6/2020

Please Reference Invoice Number with Payment

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
FREDERICK C RANKIN



APTIM
2481 NW Boca Raton Blvd.
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

11/18/2020
Invoice # 511468-RI-00636

Billing Period: through 10/31/2020
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	30%	\$13,109.10
Task 2: RAI	\$9,428.00	0%	\$0.00
Sub-Total:			\$13,109.10
			LESS PREVIOUS INVOICE: \$4,369.70
TOTAL CURRENT AMOUNT DUE THIS INVOICE.....			<u>\$8,739.40</u>

Please remit to:

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



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

November 18, 2020
 Invoice # 511472

Charlene Honnen
 Panama City Beach Convention/Visitors Bureau, Inc.
 17001 Panama City Beach Parkway
 Panama City Beach, FL 32417

Billing Period: through 10/31/2020
 Consultant's Project #636220954
 Phase: 2016- 2019 Engineering Services w/o Reimburseables

DIRECT LABOR:			HOURS
Coastal Engineering Services	SK	Project Manager	3.00
Coastal Engineering Services	NS	Project Manager	5.50
Coastal Engineering Services	ECB	Coastal Engineer	7.25
Coastal Engineering Services	ZD	Coastal Modeler	14.00
Coastal Engineering Services	HV	GIS Operator	3.00
			32.75

<u>PERSONNEL SUMMARY:</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
Stephen Keehn	3.00	\$175.00	\$525.00
Nicole Sharp	5.50	\$175.00	\$962.50
Erica Carr-Betts	7.25	\$115.00	\$833.75
Zhifei Dong	14.00	\$115.00	\$1,610.00
Heather Vollmer	3.00	\$90.00	\$270.00
TOTAL HOURS:	32.75	TOTAL WAGES:	\$4,201.25

TOTAL CURRENT AMOUNT DUE THIS INVOICE..... \$4,201.25

Detail Summary:

LGFR assistance and coordination for USACE project.

Please remit to:

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

2021 CVB HOLIDAYS

1. Friday, January 1, 2021 - New Year's Day (Visitor Center closed)
2. Monday, January 18, 2021 - Martin Luther King Jr.'s Birthday
3. Monday, May 31, 2021 - Memorial Day
4. Monday, July 5, 2021 - Independence Day (observed)
5. Monday, September 6, 2021 - Labor Day
6. Thursday, November 11, 2021 - Veterans Day
7. Thursday, November 25, 2021 – Thanksgiving (Visitor Center closed)
8. Friday, November 26, 2021 - Thanksgiving Friday
9. Thursday, December 23, 2021 – Christmas holiday observed
10. Friday, December 24, 2021 - Christmas Eve
11. Friday, December 31, 2021 – New Year's day (observed)

CONCESSION SERVICES USE AGREEMENT

THIS CONCESSION SERVICES USE AGREEMENT (the "Agreement") with an Effective Date of the _____ day of December, 2020 (the "Effective Date"), and entered into by and between Panama City Beach Convention and Visitors Bureau, Inc., a Florida not for profit corporation, (the "Operator") by and through its agent Sports Facilities Management, LLC, a Florida limited liability company and B&B Bartending, LLC, an Alabama limited liability company registered as a foreign limited liability company duly authorized to do business in the state of Florida, (the "Concessionaire", and together with "Operator", the "Parties" or singularly the "Party").

RECITALS

WHEREAS, Operator operates as an outdoor sports and recreation complex known as the Panama City Beach Sports Complex, located at 50 Chip Seal Parkway, Panama City Beach, FL 32407 leased by the Operator from Bay County, Florida (the "Facility");

WHEREAS, Concessionaire is experienced, specially skilled and uniquely qualified to provide beverage services at the Facility; and

WHEREAS, Operator and the Concessionaire wish to enter into this Agreement for Concessionaire **to procure, serve and sell beer and wine** (the "Concession Services") at the Facility.

NOW THEREFORE, in consideration of the foregoing and in exchange of mutual promises and consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

CONCESSION SERVICES

1.1 Rights Granted. Subject to the terms and conditions of this Agreement, the Concessionaire shall have the right use the Facility **to serve and sell beer and wine (collectively the "Alcoholic Beverages")** at agreed upon events scheduled by Operator at the Facility (the "Events").

1.2 Limitation on Rights. The Concessionaire shall not have any rights for the sale of food or any other items other than the Alcoholic Beverages, unless when specifically agreed upon by the parties in a separate written agreement.

1.3 License Granted. This Agreement is a use license to the Concessionaire to provide Alcoholic Beverages at the Facility upon the terms and conditions provided in this Agreement, and shall not be construed as a lease for any purpose, other than as may be required for Concessionaire to obtain any licenses and or permits required by the Florida Division of Alcoholic Beverages and Tobacco for service of beer and wine at locations at the Facility to be specifically identified from time to time by Operator in writing.

1.4 General Purpose of Operations. The Concessionaire agrees that it shall provide its Concession Services at the Facility in compliance with all federal, state and local laws, including but not limited to, all Florida Division of Alcoholic Beverages and Tobacco rules and regulations.

1.5 Concession Services. Concession Services shall include, in addition to the other provisions herein, (i) the sale and serving of Alcohol Beverages in compliance with applicable federal, state and local law, including but not limited to Dram Shop regulations and required insurance (ii) the providing of appropriate cups and glasses, napkins, stir sticks and other ancillary items necessary to provide the Concession Services; (iii) the checking of proper identification at the point of service or point of sale; and (iv) setup and takedown of points of service and sale.

ARTICLE 2

TERM

2.1 Commencement and Term. This Agreement shall commence on the Effective Date and shall remain in full force and effect for one (1) year after the Effective Date (the "Term"), unless extended or terminated as provided herein.

2.2 Options to Extend. The Term of this Agreement may be extended by Operator upon written request no later than sixty (60) days prior to the expiration of the Term and if an extension is granted, a similar option to extend shall exist with respect to the then-current Term, also subject to the sole and absolute discretion of the Operator, with each extension being on the same terms and conditions (including notice requirements) set forth herein. However in no case, shall the Term be extended to more than five (5) years in total duration.

ARTICLE 3

FINANCIAL CONSIDERATION

3.1 Financial Consideration. Concessionaire shall pay Operator twenty percent (20%) of the total gross sales (excluding gratuities) per each event at the Facility in which Concessionaire provides Concession Services. This amount is due and payable to and must be postmarked or hand delivered to Operator by the 20th of the following month. A complete accounting of all sales for each individual event will accompany payment for said event. Concessionaire shall provide an accounting of gross sales to Operator on the tenth (10th) day of each month for the month preceding and Concessionaire will provide

detailed point of sale and register receipts to support its accounting upon request of Operator.

ARTICLE 4

PERFORMANCE OF THE CONCESSION SERVICES

4.1 Level of Service. The Concessionaire shall perform the Concession Services at the highest levels of quality and competence comparable to other concession service providers for comparable sports and recreation facilities. In addition to the terms set forth in this Agreement regarding Concessionaire's scope of services, Concessionaire further agrees that it will comply in all respect with the "General Scope of Services" (attached hereto as Exhibit A) and that was set forth in the Operator's RFQ for this service.

4.2 Employee Training. The Concessionaire agrees that it shall continuously train and monitor its employees regarding cleanliness, safety, courtesy, service expected of a first class concession service and service in the compliance with applicable law for the serving of Alcohol Beverages.

4.3 The Concessionaire's Sales Activities. Concession Services shall be provided in a pleasant and dignified manner and the Concessionaire, its employees and agents shall use no pressure, coercion or persuasion in an attempt to influence the purchase of the Alcoholic Beverages at the Facility.

4.4 Scheduling Of Events. Operator shall book all Events requiring the services of the Concessionaire and the scheduling of Concessionaire for providing the Concessionaire Services, and designation of the specific areas of the Facility where alcoholic beverages may be sold, are at Operator's sole and absolute discretion.

4.5 The Concessionaire's Employees.

4.5.1 The Concessionaire shall employ and compensate its own employees (in each case in adequate numbers to properly and promptly serve the patrons present at each event) and all such employees shall meet all the pertinent requirements set forth herein.

4.5.2 The Concessionaire shall require that its employees maintain personal cleanliness and shall be polite and courteous towards the patrons and their fellow employees.

4.5.3 All employees of the Concessionaire shall be neatly attired in clean uniforms that properly identify the Concessionaire with no reference to the Operator or name, images or logos of Facility or Operator. All uniforms shall be subject to prior written approval by Operator.

4.5.4 Operator reserves the right to deny access to the Facility for any of the Concessionaire's employees or to request that an employee not work at the Facility if that individual employee is considered, in the sole and absolute discretion of Operator, unsatisfactory or whose presence at the Facility is not in the best interest of Operator.

4.5.5 The employees of the Concessionaire shall be required to comply with all rules and regulations applicable to all other employees working at the Facility.

4.5.6 The Concessionaire agrees that the use of illegal drugs and narcotic substances by any of its employees on the job shall not be tolerated and infractions shall bring immediate removal from the Facility and denial of future access to the Facility in the sole discretion of the Operator.

4.5.7 The Concessionaire shall be solely responsible for payment of all federal, state, and local employment taxes and health and welfare benefit plans and other fringe benefits, if any, for its employees.

4.6 Time of Operation. The Concessionaire shall provide Concession Services for agreed upon Events, and as requested by Operator from time to time in Operator's sole discretion, from the scheduled beginning time to the scheduled ending time for each Event.

4.7 Storage. Storage of Alcoholic Beverages shall be permitted only in designated locations approved by Operator, with Operator retaining the right to change the location of such storage from time to time at Operator's sole and absolute discretion. Concessionaire shall have access to the location of all stored alcohol/inventory prior to and after each Event, and at such other time on an "as needed" basis. Operator is not to inspect, inventory or otherwise access the storage area without the Concessionaire being present.

4.8 Safety. The Concessionaire must conduct all of its operations at the Facility in a safe manner necessary for the safety of employees, patrons, or licensees, and the protection of the Facility.

4.9 Security. The Concessionaire is not responsible for providing security for any Event except for any security it may need to protect its inventory and as may be required to maintain its license(s) to serve alcoholic beverages at the Facility.

4.10 Utilities. Operator is responsible for providing a permanent point of sale structure, any fixed FF&E and all power and other utility services in order that the Concessionaire can perform its obligation under this Agreement. Operator shall, at their own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises. All connections for necessary utility services on the premises shall be made in the name of Operator, and they alone shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, Internet and telephone services.

4.11 Marketing and Notice of Services. Operator will present the Concessionaire's company name, logo, website address, and phone number on all marketing materials where events are presented to potential clients, not limited to but including printed materials, website, social media platforms, etc. All clients should be notified prior to booking an event at the Panama City Beach Sports Complex that all alcoholic beverages must be provided by the Concessionaire. Operator shall notify all approved caterers to inform them that all alcoholic beverages must be provided by the Concessionaire.

ARTICLE 5

PRICES

5.1 Price Schedule and Service Charges. The Concessionaire shall disclose its price schedule for all Alcoholic Beverages and any service charges it proposes to impose on Concession Services within the Facility which shall always be subject to prior written approval from Operator. Failure of the Parties to agree on pricing could be grounds for immediate termination of this Agreement. Operator recognizes prices are subject to change to reflect current market conditions.

ARTICLE 6

RECORDS, ACCOUNTING AND TAXES

6.1 The Concessionaire shall be responsible for all accounting records and documents regarding the sale of Alcoholic Beverages at the Facility throughout the Term, all in accordance with generally accepted accounting principles and applicable law.

6.2 Inventory Of Alcoholic Beverages. The Concessionaire shall maintain an inventory of all Alcoholic Beverages stored and sold at the Facility.

6.3 Taxes. The Concessionaire shall collect and promptly pay all sales, transaction, privilege, license, excise or similar taxes imposed by federal, state and local authorities (the "Taxes") and shall pay any applicable Taxes relating to the Concession Services. The Concessionaire shall fully indemnify and defend the Panama City Beach Convention and Visitors Bureau, Inc., Bay County Board of County Commissioners, Bay County Tourist Development Council, PCBS SFM LLC, and Sports Facilities Management, LLC from and against all liabilities for Taxes relating to the Concession Services.

ARTICLE 7

LIABILITY, INDEMNITY AND INSURANCE

7.1 Dram Shop Liquor Law Liability Insurance. Concessionaire shall maintain dram shop liquor law liability coverage with a minimum coverage of \$1,000,000 per occurrence and a general annual aggregate limit of \$3,000,000. All such insurance shall be on an occurrence basis. The Concessionaire shall hold harmless the Operator, its members/managers and all Operator's officers, directors, employees from liability. The Concessionaire shall provide Operator with a Certificate of Insurance showing the Panama City Beach Convention and Visitors Bureau, Inc., Bay County Board of County Commissioners, Bay County Tourist Development Council, PCBS SFM LLC, and Sports Facilities Management, LLC as additional insureds. The Concessionaire will also procure and maintain a Comprehensive General Liability Insurance Policy and a workers' compensation insurance policy during the full term of this Agreement. This insurance policy will insure Concessionaire for any claim brought against the Company, resulting from Concessionaire's use of the Facility. The insurance policy shall name the Panama City Beach Convention and Visitors Bureau, Inc., Bay County Board of County

Commissioners, Bay County Tourist Development Council, PCBS SFM LLC, and Sports Facilities Management, LLC as additional insureds. The insurance policy shall have limits of not less than \$1,000,000 per occurrence for injury or death. The insurance policy shall provide that before any cancellation or reduction in coverage, the insurance company will give Operator at least thirty (30) days prior written notice. Before this Agreement goes into effect, Contractor will deliver to Operator a Certificate of Insurance satisfactory to Operator.

7.2 Inspection of Insurance. Concessionaire agrees to permit Operator at all reasonable times to inspect the policies of insurance required by this Agreement.

7.3 Indemnification. Concessionaire agrees to indemnify and hold the Panama City Beach Convention and Visitors Bureau, Inc., Bay County Board of County Commissioners, Bay County Tourist Development Council, PCBS SFM LLC, and Sports Facilities Management, LLC harmless from all claims, actions, judgments, suits, losses, fines, penalties, demands, costs and expenses and liability whatsoever, including reasonable attorneys' fees, expert fees and court costs ("Indemnified Claims") on account of (i) any damage or liability occasioned in whole or in part from the serving of Alcoholic Beverages contrary to the terms of this Agreement; and (ii) by any act or omission of Concessionaire, which shall include but not be limited to Concessionaire, its agents, contractors, servants, employees, invitees and guests (ii) the use of the Facility and any common areas and conduct of Concessionaire's business at the Facility, or any other activity, work or thing done, permitted, in or about the Facility or elsewhere on the Panama City Beach Sports Complex site; and/or (iii) any default by Concessionaire of any obligations on Concessionaire's part to be performed under the terms of this Agreement. In case any action or proceeding is brought against the Panama City Beach Convention and Visitors Bureau, INC., Bay County Board of County Commissioners, Bay County Tourist Development Council, PCBS SFM LLC, and Sports Facilities Management, LLC by reason of any such Indemnified Claims, Concessionaire, upon notice from Operator, shall defend the same at Concessionaire's expense by counsel approved in writing by Operator, which approval shall not be unreasonably withheld. Concessionaire's indemnification obligation under this Agreement shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8

TERMINATION

8.1 Termination With Cause. The Concessionaire is solely responsible for all training, supervision and monitoring of its employees including compliance with all Florida Division of Alcoholic Beverages and Tobacco Rules and Regulations applicable to the serving and on premise consumption of Alcoholic Beverages. Any willful or negligent violation of Florida Division of Alcoholic Beverages and Tobacco Rules and Regulations by any employee of the Concessionaire could result in immediate termination of this Agreement.

8.1.1 Termination of this contract should be used as a last resort. Both parties will professionally communicate on issues between the parties and attempt to solve any issues before resulting to the termination of this agreement.

8.1.2 Operator may terminate this agreement if Operator is not satisfied with the services provided. Termination notices must be in writing and allow a 60-day period to transfer all applicable alcohol licenses and inventory to Operator. During this 60 day period, the Concessionaire will continue to provide its services at the highest of standards and will not hurt, damage, or defame the name and reputation of the Facility, Operator or its affiliates.

ARTICLE 9

ALCOHOLIC BEVERAGES

9.1 Alcoholic Beverage Licenses. In performing under this Agreement, the Concessionaire shall obtain all required licenses and permits ("AB License") necessary for the sale of Alcoholic Beverages for consumption at the Facility and to conduct Concessionaire's official business on the premises, and keep them in good standing at all times during the Term hereof. Operator shall make reasonable efforts to assist the Concessionaire in obtaining any AB License required but service of alcoholic beverages at the Facility, but at the sole cost of the Concessionaire.

9.2 The Concessionaire's Responsibilities. The Concessionaire shall comply with all applicable laws, ordinances and codes regarding the sale, use or provision of Alcoholic Beverages at the Facility. The Concessionaire shall at all times exercise prudent, responsible and experienced judgment in the serving of Alcoholic Beverages. The decision to refuse service of any Alcoholic Beverage to any individual shall be the sole responsibility of the Concessionaire. Concessionaire is responsible for the checking of proper identifications at the point of sale or point of serving any Alcohol Beverages at the Facility.

9.3 Operator shall determine, in its sole and complete discretion, whether or not Alcoholic Beverages may be sold at any Event, and in what area(s) of the Facility it may be sold, held at the Facility. Even if Operator has agreed that Alcoholic Beverages shall be sold during an Event, Operator may still direct, subject to applicable laws, Concessionaire to discontinue the sale of Alcohol Beverages at any time, either by category of beverage or by time, notwithstanding a previously scheduled ending time for the Event.

ARTICLE 10

EXCULPATION

10.1 Anything in this Agreement to the contrary notwithstanding, Concessionaire agrees that it shall look solely to the profits from Events for the collection of any judgment (or other judicial process) requiring the payment of money by Operator in the event of any default or breach by Operator with respect to any of the terms, covenants, and conditions of this Agreement to be observed or performed by Operator, and no other property or assets of the Operator shall be subject to levy, execution or other procedures for the satisfaction of Concessionaire's remedies.

ARTICLE 11
MISCELLANEOUS

11.1 Modification. No agreement to modify, or modification of, this Agreement shall be binding on the Parties unless the same is reduced to writing and executed by both of the Parties.

11.2 Independent Contractor. The Concessionaire shall be an independent contractor and nothing contained within this Agreement shall be construed to create a joint venture, partnership or an employer/employee relationship by and between Operator and the Concessionaire.

11.3 Notices. All notices and other communications pursuant to this Agreement shall be in writing to the Operator or to the Concessionaire, and shall be deemed properly given if sent by personal delivery, by certified United States mail, postage prepaid, return receipt requested, or by nationally recognized overnight delivery service with proof of delivery retained, addressed as follows:

The Operator:

General Manager
Panama City Beach Sports Complex
50 Chip Seal
Panama City Beach, Florida 32407

The Concessionaire:

B&B Bartending LLC
[Address]

With a copy to:

Dan Rowe
President
Panama City Beach Convention and Visitors Bureau, Inc.
17001 Panama City Beach Pkwy
Panama City Beach, FL 32413

11.4 Severability. If any provision of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will, nevertheless, remain in full force and effect in accordance with its terms (other than the unenforceable provision, which shall be deemed stricken).

11.5 Entire Agreement. This Agreement and the attached Exhibit A constitute the entire understanding of the parties with respect to the subject matter of this Agreement.

11.6 Construction. The headings in this Agreement are inserted for convenience only, and shall not constitute a part of this Agreement and shall not be used to construe

or interpret any of its provisions. The Parties have participated jointly in negotiating and drafting this Agreement. If a question of interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

11.7 Expenses of Transaction; Reliance on Advisors. Each Party hereto shall pay its and its representatives fees, expenses and disbursements incurred in connection with this Agreement. Each Party represents and warrants to the other Party that it has relied on its own advisors for all legal, accounting, financial, tax or other advice whatsoever in connection with this Agreement and the transactions contemplated hereby.

11.8 Governing Law and Jurisdiction. This Agreement shall be construed in accordance with, and pursuant to, the laws of the State of Florida. Any action to enforce the provisions of this Agreement shall be in the Circuit Court of Bay County, Florida.

11.9 Counterparts. This Agreement may be executed in two (2) or more original or facsimile counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

11.10 Rights Cumulative; No Waiver. No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties may be exercised from "time to time" and as often as may be deemed expedient by those parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

“Operator”

PANAMA CITY BEACH
CONVENTION AND VISITORS
BUREAU, INC., by and through
Sports Facilities Management, LLC
its agent

BY

“Concessionaire”

B&B BARTENDING, LLC

BY

EXHIBIT A

GENERAL SCOPE OF SERVICES

The awarded contractor will be the exclusive independent contractor operating within premises leased from the CVB to supply, distribute and provide all operational functions for the sale and delivery of wine and beer to patrons within the Complex, under the supervision of SFM as agent of the CVB to manage the complex, or such other manager as the CVB may from time to time select (the “General Manager of the Complex”), to include by way of example and not limitation:

- Monthly reporting of financial activity to the General Manager of the Complex.
- Regular verification of all licensing requirements.
- Employment of all personnel responsible for the sale and distribution of beer and wine.
- Coordination with the Complex General Manager to determine event service and staffing needs.
- Reporting per event of beer and wine sales
- Provide current published rules and regulations for alcohol sales at events to General Manager of the Complex.
- Comply with all applicable local, state and federal laws and regulations.
- Provide employees that are trained in compliance with all federal, state and local applicable laws and regulations.
- Contractor shall require its employees to diplomatically refuse to serve inebriated or belligerent patrons and train them to recognize when that may occur.
- Contractor’s employees will reflect the highest standard of cleanliness, professionalism and courtesy to other and shall be cleanly and neatly attired in identical uniforms approved by the General Manager of the Complex in its discretion and that identify the contractor as a separate entity.
- Contractor shall post a sign on the leased premises, clearly visible to patrons and in form and substance approved by the General Manager of the Complex in its discretion, informing patrons that contractor is an independent contractor.
- Contractor’s employees must also agree to not partake of any illegal drugs or narcotics on the job and can be removed from the Complex for such infractions.
- The approved contractor will conduct its business in a safe manner that is necessary for the safety of its employees and patrons.
- Contractor shall keep the leased premises in a neat, clean and orderly condition, permit no waste thereof, keep no hazardous material there, and expect to comply with all manner of covenants typically contained in a commercial lease.
- Contractor shall allow the Complex General Manager to inspect the leased premises at any time.
- Contractor will not be responsible for the reasonable and customary use of utilities, nor for repair and maintenance of any improvements on the leased premises not made needed or convenient due to any act or omission of contractor.

N:\TDC\1.226-Sports Park (Village)\1.226-19 Alcohol lease\vendor agreement (alcohol) BB and PCBSC 120420 Clean.docx (from Bruce 12.3)

Dan Rowe

To: TDC Members
Cc: Charlene Honnen; Adris Pender (chuteadris@aol.com); Ron Rogers
Subject: Additional Beach Cleaning, September 2020

The purpose of this memo is to recognize and approve payment for additional work performed in September, 2020 by Coastal Parasail

Our Contractor conducted non-typical trash pick-up and beach grooming services during the month of September related to the changing visitation patterns resulting from COVID-19 and from the impact of Hurricane Sally.

The additional services are as follows:

TRASH RUNS

- Four additional trash runs resulting from increased visitation - \$3,900
- Five trash runs resulting from garbage collected following Hurricane Sally - \$4,875

BEACH GROOMING

- One additional raking resulting from increased visitation - \$5,500
- One additional raking following Hurricane Sally - \$5,500

Dan Rowe

Visit Panama City Beach Bay County TDC

17001 Panama City Beach Parkway
Panama City Beach, Florida 32413
Office: (850) 248-9060 Cell: (850) 819-5196
e: drowe@visitpanamacitybeach.com | w: visitpanamacitybeach.com

