



AGENDA
COMBINED BOARD MEETING
Bay County Tourist Development Council
Panama City Beach Convention & Visitors Bureau, Inc.
Panama City Beach
9:00 a.m.

Tuesday, January 12, 2021

Council Room, PCB City Hall

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
 - A. Invocation
 - B. Pledge of Allegiance
 - C. Approve October & November 2020 Meeting Minutes
- III. REQUESTS TO ADDRESS THE BOARD ON AGENDA ITEMS (3 Minutes)**
- IV. ELECTION OF OFFICERS**
 - A. Chairman
 - B. Vice-Chairman
 - C. Secretary/Treasurer
- V. CONSENT AGENDA**
 - A. BEACH NOURISHMENT - Approve payment of Dewberry Engineers Inc. Invoice 1907578 and APTIM Coastal Planning & Engineering, Inc. Invoices 515178-RI00631 & 514548
 - B. SPORTS PARK – Approve an Amendment to the PCB Sports Park Alcohol Sales Agreement
 - C. OPERATIONS - Approve the amended employment contract for Mr. Dan Rowe, CVB President/CEO
- VI. PRESENTATIONS**
 - A. TDT Collections, Mr. Dan Rowe
- VII. BOARD ACTION ITEMS**
 - A. Authorize the CVB to pursue Paycheck Protection Program (PPP) funding available to destination marketing organizations, Ms. Charlene Honnen
 - B. Make a recommendation to the Board of County Commissioners to negotiate continuing services agreements with the two top ranked firms responding to Bay County Bid 21-02 – Professional Coastal Engineering Services, Ms. Lisa Armbruster
 - C. Discuss and consider for approval a recommendation to the Bay County Board of County Commissioner the inclusion of Breakfast Point East in the Tourist Development Taxing District, Mr. Dan Rowe and Mr. Doug Sale
- VIII. PRESIDENT'S REPORT**
- IX. CHAIRMAN'S REPORT**
- X. AUDIENCE PARTICIPATION**
- XI. ADJOURNMENT**

MOTIONS PASSED AT THE COMBINED BOARD MEETING, October 13, 2020

Combined TDC/CVB:

Approved Minutes:

- A. Approve July, August, & September meeting minutes.

Walsingham/Phillips

Approved the Consent Agenda:

- A. BEACH NOURISHMENT – Approve Dewberry Engineers Invoices 1875763 & 1875877
- B. Approve APTIM Coastal Planning & Engineering, Inc. Invoices 503987-RI00636 & 503512-RI-00636

Pease/Walsingham

Approved Board Action Item:

- A. Discuss and consider for approval the CVB Marketing Plan, Ms. Jayna Leach, Ms. Melonie Sturm, Watauga Group, and Ms. Chris Greenhalgh, Luckie & Co.

Wilkes/Griffitts

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

Tuesday, October 13, 2020

9:00 a.m.

Council Room, PCB City Hall

Board Members Present:

Phil Chester, Chairman

Andy Phillips

Phillip Griffiths, Jr.

Paul Casto (arrived 9:07am)

Gary Walsingham

Yonnie Patronis, Treasurer

Clair Pease, Vice Chairman

Steve Bailey

Buddy Wilkes

I. CALL MEETING TO ORDER

Chairman Phil Chester called the meeting to order at 9:00 a.m.

II. ROLL CALL

There were nine board members present. Mr. Casto arrived at 9:07am.

- A. Invocation
Mr. Wilkes gave the Invocation.
- B. Pledge of Allegiance
Ms. Pease led the Pledge of Allegiance.
- C. Approved July, August, & September meeting minutes.

Mr. Walsingham moved; seconded by Mr. Phillips 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. Approve payment of Dewberry Engineers Invoices 1875763 & 1875877
- B. Approve payment of APTIM Coastal Planning & Engineering, Inc. Invoices 503987-RI00636 & 503512-RI-00636

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

Motion passed with unanimous vote.

V. PRESENTATIONS

A. TDT Collections for July, Mr. Dan Rowe

Mr. Rowe gave a summary of year to date collections for PCB, PC, and Mexico Beach. He also discussed the estimated effects of the pandemic on revenue and booking trends for the rest of FY 2020.

Mr. Rowe said that the booking window is remaining short. The month of August, revenues were up a record-breaking increase. Year to Date will be down less than 10%.

VI. BOARD ACTION ITEMS

A. Discuss and consider for approval the CVB Marketing Plan, Ms. Jayna Leach, Ms. Melonie Sturm, Watauga Group, and Ms. Chris Greenhalgh, Luckie & Co.

Ms. Leach presented the marketing plan and how changes were made due to the pandemic as well as the focus going forward. Ms. Sturm discussed the data used, the brand, and changes in media currently and going forward. She gave examples of the travel trends and the changes in marketing to capture those changes.

Ms. Pease asked if the PCB Sports Park marketing plan is part of the beach marketing plan. Ms. Leach explained that the Sports Park marketing is done separately with its own creative in support of the parks individual marketing plan. Mr. Rowe elaborated that the park has a marketing plan, which is included in their business plan. He said he would have them share it with the board.

Also discussed, military travel trends as well as the winter resident programs.

Mr. Rowe discussed how reactive the staff were in shutting down expenditures when the pandemic hit. He also stated that some funds were shifted to drive the short-term rental market and changes caused by the pandemic.

Mr. Wilkes moved; seconded by Mr. Griffiths to approve the action item.

Motion passed with unanimous vote.

VII. PRESIDENT'S REPORT

Mr. Rowe asked Mr. Sanders to speak about the Sports Parks tournament from South Florida. He also stated that he is still working on the impacts on the beach from hurricane Sally. He said the losses are in the process of being assessed and will bring that information to the board. He gave an update on the ACOE work on the jetties and that the St Andrews project will be adjusted due to Sally.

Mr. Sanders spoke regarding the special events and that there are multiple contingency plans for each. He said that the Sports Complex has been extremely successful during the pandemic largely due to many other venues are closed. He said he and his team are in constant contact with state and national leagues to coordinate future events and that the park is exceeding expectations.

Mr. Walsingham stated that the part of Hwy 98 near the bridge looks overgrown and asked if anything can be done to improve it. Mr. Casto stated that part of the roadway is the responsibility of different entities. Mr. Rowe said that the roadway is not under the CVB's authority but he would speak to the county regarding general maintenance.

VIII. CHAIRMAN'S REPORT

None.

IX. AUDIENCE PARTICIPATION

None.

X. ADJOURNMENT

Respectfully submitted,
Sharon Cook, Recording Secretary

MOTIONS PASSED AT THE COMBINED BOARD MEETING, NOVEMBER 10, 2020

1. Combined: Approved the Consent Agenda:
 - A. Approve payment of Dewberry Engineers Invoice 50131331
 - B. Approve payment of APTIM Coastal Planning & Engineering, Inc. Invoices 506644-RI00631 & 507040
Griffitts/Wilkes
2. CVB: Approved Action Item:
 - A. Discuss and consider for approval a joint resolution transferring ownership of the St. Andrew School to Bay County in exchange for the satisfaction of an obligation of the School Board of Bay County to the Panama City Beach Convention and Visitors Bureau, Inc., Mr. Dan Rowe, President
Walsingham/Casto

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

Tuesday, November 10, 2020

9:00 a.m.

Council Room, PCB City Hall

Board Members Present:

Phil Chester, Chairman
Phillip Griffiths, Jr.
Paul Casto
Gary Walsingham
Buddy Wilkes

Board Members Absent:

Steve Bailey
Yonnie Patronis, Treasurer
Clair Pease, Vice Chairman
Andy Phillips

I. CALL MEETING TO ORDER

Chairman Phil Chester called the meeting to order at 9:00 a.m.

II. ROLL CALL

There were five members present, four absent.

- A. Invocation
Mr. Wilkes gave the Invocation.
- B. Pledge of Allegiance
Mr. Chester led the Pledge of Allegiance.

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. Approve payment of Dewberry Engineers Invoice 50131331
- B. Approve payment of APTIM Coastal Planning & Engineering, Inc. Invoices 506644-RI00631 & 507040

Mr. Griffiths moved; seconded by Mr. Wilkes to approve the consent agenda.

Motion passed with unanimous vote.

V. PRESENTATIONS

A. TDT Collections, Mr. Dan Rowe

Mr. Rowe gave a summary of year to date collections for PCB, PC, and Mexico Beach. He explained that the comparative data is skewed due to the time of year and collections being reported. He also discussed the estimated effects of the pandemic on revenue and booking trends for the rest of FY 2020. The YTD revenue loss is around eight percent. Mr. Casto asked the dollar amount of lost revenue YTD. Mr. Rowe said that was approximately two million. He went on to say that the month of September was a record breaking month for collections.

B. Mexico Beach Marketing Initiatives, Ms. Jayna Leach & Ms. Kimberly Shoaf

Ms. Leach gave a summary of the MB marketing that has begun. Ms. Shoaf stated that they worked with Luckie & Co. for the marketing campaign. She gave a summary of the campaign including drawing visitors with remembering, returning, and restore for the focus. She showed the static advertisements as well as video.

C. PCB Sports Park Marketing Initiatives, Ms. Jayna Leach & Mr. Michael Booini

Ms. Leach gave a summary of the marketing initiative with the Sports Park as well as public relations. Mr. Booini spoke about the event marketing as well as opportunities for revenue by selling the photos taken during events. He discussed the social media campaign and media relations. Also, he discussed plan for the year to be highly visible online and in social media. He stated that directional signage through the DOT will be put in place in the near future.

VI. BOARD ACTION ITEMS

A. Discuss and consider for approval a joint resolution transferring ownership of the St. Andrew School to Bay County in exchange for the satisfaction of an obligation of the School Board of Bay County to the Panama City Beach Convention and Visitors Bureau, Inc., Mr. Dan Rowe, President

Mr. Rowe gave a summary of the origin of the agreement and the importance of the preservation of the building as a community art and cultural center. Mr. Wilkes asked what the involvement is for the CVB. Mr. Rowe explained that the CVB is a conduit for the building's restoration and ownership. He said this is a wonderful way for the CVB to contribute to the community and settlement of an agreement. Also, the CVB would only assist in attaining grant funding for future use and would not be expending any funds.

Mr. Walsingham moved; seconded by Mr. Casto to approve the action item.

Motion passed with unanimous vote.

VII. DISCUSSION ITEM

A. Performance Evaluation for the CVB President/CEO, Mr. Phil Chester, Chairman

Mr. Chester stated that Mr. Rowe had not been evaluated since 2017. Mr. Sale reviewed the process of evaluation. He said the evaluation will cover three years. He said he will begin the process following this meeting.

VIII. PRESIDENT'S REPORT

Mr. Rowe recognized Ms. Anne Williams retirement as well as the birth of Greyson Stewart. He also stated that ACOF is going to include hurricane Sally damage to the St. Andrews project.

IX. CHAIRMAN'S REPORT

None.

X. AUDIENCE PARTICIPATION

None.

XI. ADJOURNMENT

Meeting Addendum: Called while audience and board members still present.

Update on Visit Panama City Beach Ironman, Mr. Dan Rowe
Mr. Rowe gave a summary of the race including the course locations as well as the CVB sponsorship.

Respectfully submitted,
Sharon Cook, Recording Secretary

INVOICE



Dewberry®

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 #: 1907578
Invoice Date: 12/11/2020
Due Date: 1/10/2021
Client #: 498941
Contract #: 50107126
Batch #: 3006392

Work Performed Thru Period Ending 11/27/2020

Job: 50107126 MB Restoration Design/Permit
Task Order No. 16

LUMP SUM BILLING

Task ID	Task Description	Contract Amount	Pct Comp	Amount Earned	Previously Billed	Current Amount
L001	2.1 Preliminary Design	88,600.00	100.00	88,600.00	88,600.00	.00
L002	2.2 Final Design	18,640.00	100.00	18,640.00	18,640.00	.00
L003	3.1 Preapplication Meeting	10,450.00	47.85	5,000.00	5,000.00	.00
L004	3.2 Permit Application	47,360.00	66.93	31,700.00	31,700.00	.00
L005	3.3 Permit Application Process	46,650.00	33.94	15,835.00	12,020.00	3,815.00
SUBTOTAL		211,700.00	75.47	159,775.00	155,960.00	\$ 3,815.00

TOTAL FOR JOB: 50107126 \$ 3,815.00

TOTAL INVOICE AMOUNT DUE \$ 3,815.00
BY 1/10/2021

Please Reference Invoice Number with Payment

NOTE: Dewberry will not ask our clients to update any banking information via email. Please call Richard Goldstein directly at 703.849.0219 to request or verify our banking Information or account number.

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.
JOSHUA B BAXLEY

Dewberry complies with Section 202 of Executive Order 11246 as amended by Executive Order 11375.



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

12/31/2020
Invoice # 515178-RI-00636

Billing Period: through 11/30/2020
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	65%	\$28,403.05
Task 2: RAI	\$9,428.00	0%	\$0.00
Sub-Total:	\$53,125.00		\$28,403.05
LESS PREVIOUS INVOICE:			\$13,109.10
TOTAL CURRENT AMOUNT DUE THIS INVOICE.....			<u>\$15,293.95</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

December 21, 2020
Invoice # 514548

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

Billing Period: through 11/30/2020
Consultant's Project #636220954
Phase: 2016- 2019 Engineering Services w/o Reimbursables

DIRECT LABOR:			HOURS
Coastal Engineering Services	SK	Project Manager	3.50
Coastal Engineering Services	NS	Project Manager	3.50
Coastal Engineering Services	ECB	Coastal Engineer	1.50
Coastal Engineering Services	JA	Junior Coastal Engineer	1.00
Coastal Engineering Services	HV	GIS Operator	1.00
			<hr/> 10.50

PERSONNEL SUMMARY:	HOURS	HOURLY RATE	TOTAL
Stephen Keehn	3.50	\$175.00	\$612.50
Nicole Sharp	3.50	\$175.00	\$612.50
Erica Carr-Betts	1.50	\$115.00	\$172.50
James Austin	1.00	\$95.00	\$95.00
Heather Vollmer	1.00	\$90.00	\$90.00
TOTAL HOURS:	<hr/> 10.50	TOTAL WAGES:	<hr/> \$1,582.50

TOTAL CURRENT AMOUNT DUE THIS INVOICE..... \$1,582.50

Detail Summary:

LGFR assistance and coordination for USACE project.

Please remit to:

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

Dan Rowe

To: TDC Members
Subject: Amendment to Panama City Beach Sports Park Alcohol Sales Agreement Board Memo

As Jamie Cox, PCB Sports Park General Manager was finalizing the agreement with the vendor. They have requested three amendments to the agreement. Mr. Cox and I have discussed these requests and ask your for concurrence. The amendments are:

- Change legal name of then vendor from B&B Bartending, LLC to Greenawalt Hospitality, LLC
- Change the Effective Date to be January 2021
- Extend the initial term of the agreement from one (1) year to two (2) years.

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

EMPLOYMENT CONTRACT
CVB PRESIDENT/CEO

THIS CONTRACT, made and entered into on the _____ day of _____, 2021, to be effective October 1, 2020, *nunc pro tunc*, by and between the Panama City Beach Convention and Visitors Bureau, Inc., a Florida not-for-profit corporation (the "CVB"), with principal offices at 17001 Panama City Beach Parkway, Panama City Beach, Florida, and Daniel J. Rowe ("Mr. Rowe").

WHEREAS, the CVB desires to employ Mr. Rowe as its President/CEO and, in that capacity, desires him to serve *ex officio* as Executive Director of the Bay County Tourist Development Council (the "TDC" and the "TDC Director," respectively); and

WHEREAS, the TDC also desires that Mr. Rowe serve as the TDC Director; and

WHEREAS, the CVB desires to provide certain benefits, establish certain conditions of employment, and to set working conditions for Mr. Rowe; and

WHEREAS, it is the further desire of the CVB to (i) secure and retain the services of Mr. Rowe and to provide inducement for him to remain in such employment, and (ii) to make it possible for Mr. Rowe to work fully and productively by assuring his positive morale and peace of mind with respect to his future security, and (iii) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Mr. Rowe, and (iv) to provide a just means for terminating Mr. Rowe's services at any time he is unable to fully discharge his duties or should the CVB for any reason desire to make a change; and

WHEREAS, Mr. Rowe desires to accept employment as the CVB President/CEO and to serve, *ex officio*, as the TDC Director.

NOW THEREFORE, the CVB and Mr. Rowe do agree:

Section 1. Duties.

The CVB hereby employs Mr. Rowe to serve as President/CEO of the CVB and, so long as accepted by the Board of County Commissioners of Bay County, Florida, or its designee, to serve *ex officio* and without additional compensation as the TDC Director, to perform such executive, leadership and such other management functions and duties as the CVB or the TDC, as appropriate, shall from time to time assign to him. Mr. Rowe shall report and be responsible only to the CVB and the TDC, and he shall have the authority and responsibility to direct and supervise the operation of the CVB and the TDC and, with the concurrence of the CVB, to appoint, employ and terminate the employment of such individuals as may be necessary to the proper and efficient operation of the CVB.

Mr. Rowe shall serve in the full-time, exclusive employment of the CVB as its President / CEO and, except for serving as the TDC Director, shall not serve or become employed by any other person or entity until this Contract expires or is terminated.

Mr. Rowe acknowledges and agrees that (i) his service as TDC Director shall be at the pleasure of the Board of County Commissioners of Bay County, Florida, or its designee (the "County"), (ii) his service as TDC Director is strictly for administrative convenience of the TDC, (iii) his duties as TDC Director shall be only those duties which the TDC shall permit, (iv) that he will receive no compensation, salary or benefits whatsoever from Bay County, Florida, (or additional compensation or benefits from the CVB) for his service as TDC Director and that he has no economic or liberty interest in the position or title of TDC Director, and (v) upon termination of his employment as CVB President/CEO by the CVB for any reason or no reason, or upon termination of his services and position as TDC Director by the County for any reason or no reason, in either event his position as TDC Director will also be automatically terminated without notice or right of appeal, and he waives and releases Bay County, Florida, from any claim or demand related to termination of his services and position as TDC Director and agrees to defend, indemnify and hold Bay County, Florida, harmless from any such claim or demand.

Section 2. Term.

This is an employment at will. Mr. Rowe shall serve at the pleasure of the CVB, and nothing in this Contract shall prevent, limit or otherwise interfere with the right of the CVB to terminate the services and employment of Mr. Rowe, and Mr. Rowe may voluntarily resign at any time, in all cases subject only to the provisions set forth in Section 3 of this Contract.

Section 3. Separation and Severance Pay.

A. For Cause. The CVB may terminate this Contract and Mr. Rowe's employment for cause and without severance pay, prior to the expiration date of the initial term or in any subsequent renewal term. Cause for such termination shall consist of (i) willful or gross dereliction of Mr. Rowe's duties of CVB President/CEO or TDC Director, (ii) inability to adequately perform his duties as CVB President/CEO or TDC Director after written notice and reasonable opportunity to correct deficiencies, (iii) frequent and continuing unauthorized absences or tardiness from work after exhaustion of all vacation and sick leave and following adequate warning, (iv) the commission of an act of malfeasance as the CVB President/CEO or TDC Director, (v) the commission of any act of moral turpitude, or (vi) conviction of a felony. Prior to the termination for cause under this subparagraph, the CVB shall furnish to Mr. Rowe a notification in writing of the grounds for discharge. Mr. Rowe shall have the right to appear before the CVB Board, with an advisor or counsel of his choosing to assist or represent him at that meeting, to rebut, refute or otherwise explain the charges of cause against him. The CVB shall then have the sole and absolute discretion to decide whether to terminate this Contract for cause and conclude Mr. Rowe's employment. If the CVB terminates this Contract for cause, the CVB shall have no obligation to pay Mr. Rowe any money other than the unpaid balance of his salary for the time actually worked, plus accrued vacation days at his then current salary but not accrued sick leave, said sums to be paid as soon as practical.

B. Without Cause. The CVB may also terminate this Contract and Mr. Rowe's employment without cause at any time. In the event of such termination, the CVB shall pay Mr. Rowe as severance pay a lump sum cash payment equal to the sum of three (3) months of Mr. Rowe's then current annual base salary and automobile allowance and all accrued vacation and sick leave days at his then current salary, plus continued benefits for such three-month period or

at the CVB's option and Mr. Rowe's concurrence a lump sum cash payment equal to the cost of such benefits.

C. Voluntary Resignation. During the initial or any renewal term, Mr. Rowe may terminate this Contract by voluntary resignation without cause upon three (3) month's prior, written notice to the CVB. Unless mutually agreed otherwise in writing, at any time after such a voluntary resignation, but upon not less than seven day's written notice to Mr. Rowe, the CVB may elect to terminate this Contract by paying him a lump sum cash payment equal to his then current annual base salary and automobile allowance for the remainder of that three-month period. At either termination of this Contract the CVB shall pay Mr. Rowe his accrued vacation days at his then current salary, but not his accrued sick leave.

Section 4. Salary and Annual Evaluations and Compensation Review

During each fiscal year of this contract (commencing October 1 through the next September 30) the CVB shall pay Mr. Rowe for his services hereunder an annual salary in the amount determined by the process specified in this Section. Until that process is completed, Mr. Rowe shall be provisionally paid at the same rate as the preceding year. In the event his salary is changed, the provisional underpayment or overpayment shall be promptly corrected by a lump sum payment. Mr. Rowe's salary shall be payable in arrears in equal installments at the same time as other management employees of the CVB.

For each fiscal year Mr. Rowe is employed under this Contract he will be considered for a merit increase not exceeding five percent (5%) of his then current salary.

No later than November 1st of each year Mr. Rowe is employed, the Chairman shall distribute to the Vice-Chair, the Secretary/Treasurer and himself a President/CEO Evaluation Form in substantially the form attached and incorporated as Exhibit A to this Contract. In the event an officer is unavailable or unable to serve, the Chairman shall appoint from the CVB an alternate. Those three shall constitute an evaluation committee to individually evaluate Mr. Rowe's performance and consider the merit increase. Each committee member shall individually and without consultation with any other Board member complete the form and recommend a merit increase between zero and five percent, inclusive, and on or before the first business day of the immediately following December, deliver his or her individual evaluation form and merit increase recommendation to a third party designated by the CVB Board.

Prior to November 1st of each year Mr. Rowe is employed, the Chairman shall determine a cost of living increase ("COLA") equal to the percentage change in the average cost-of-living index in the period October 1 through September 30 of the current year compared with the same period for the immediate prior year. The index is the average of the monthly consumer price index figures for the stated 12-month period, relative to the United States as a whole, issued by the United States Department of Labor. (See: Section 196.1975(4)(b) *Florida Statutes*.) The Chairman shall incorporate the COLA so determined into the President/CEO Evaluation Form.

That third party shall immediately compile and summarize the evaluations and average (find the arithmetic mean) of the merit increases recommended by the committee members and report the result along with the Chairman's COLA determination to each Board member individually and to Mr. Rowe, and also file the evaluation forms, summary, cost of living increase,

and all related papers with the person who routinely maintains the minutes of the CVB Board meetings. Unless within 10 days after his or her receipt of the review and the average of the merit increases recommended and the Chairman's COLA, a Board Member or Mr. Rowe requests in writing that the Board consider the review, the average merit increase and the COLA, if any, shall become effective as of the immediately preceding October 1st. If such a request is made, Mr. Rowe's salary shall remain the same until reviewed by the Board which review shall occur at the next regular or special Board meeting, and when ultimately determined by the Board shall be retroactive to the preceding October 1st.

Section 5. Automobile.

As the duties and responsibilities of Mr. Rowe will require extensive travel, the CVB shall provide him a monthly automobile allowance in the amount of \$500. Such allowance shall be considered compensation to Mr. Rowe unless he complies with the provisions of Section 112.061(7)(f), Florida Statutes.

Section 6. Benefits.

Except as expressly provided herein, all rules, regulations and policies of the CVB, relating to retirement and pension system contribution, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to Mr. Rowe as they would to other management employees of the CVB similarly situated.

Mr. Rowe shall be entitled to annual paid vacation plus annual sick leave as provided from time to time by the CVB Employee's Handbook approved by the Board. However, Mr. Rowe's paid vacation time shall be coordinated and allowed by the Chairman or Vice Chairman of the CVB, taking into consideration the nature and schedule of pending CVB commitments and projects, Mr. Rowe's personal schedule and his abilities and performance. In the event Mr. Rowe does not or cannot use all the annual, paid vacation days or sick leave provided by CVB policy, unused vacation days and sick leave shall accrue to and vest with Mr. Rowe without limitation.

The CVB will provide for Mr. Rowe and his spouse group medical, dental and life insurance through companies, with coverages and subject to policies, terms and conditions the same as other management employees of the CVB. The CVB will provide Mr. Rowe a smart-phone with unlimited voice and data.

Section 7. Speakers Bureau.

Mr. Rowe shall not accept requests to act as a paid professional panelist or keynote speaker for luncheons, conventions, trade associations, tour and travel groups and destination management organizations (i) inside Bay County or (ii) outside Bay County without the CVB's prior approval which shall not be unreasonably withheld if (i) either Mr. Rowe has available vacation time which will be used or the Chairman or Vice-Chairman of the Board agree that the excursion will benefit the CVB, and (ii) the event will not interfere with the operation of the CVB, compete with the CVB's mission or reflect poorly upon the CVB.

Section 8. Other Terms and Conditions of Employment.

The CVB shall fix any such terms and conditions of Mr. Rowe's employment as it may determine from time to time, provided such terms and conditions are not inconsistent, or in conflict, with the provisions of this Contract or law.

Section 9. General Provisions.

This Contract constitutes the entire agreement between the parties, and there are no other oral or written understandings between them, concerning the matters contained herein. In entering this Contract, neither party is relying upon any statements or representations made by or on behalf of the other except for the statements contained herein.

In the event any litigation arises under this Contract, the prevailing party shall be entitled to recover from the losing party all reasonable attorney's fees and court costs incurred by the prevailing party in connection with such litigation, including appeal.

If any provision, or any portion thereof, contained in this Contract is held to be unconstitutional, invalid, or unenforceable, the remainder of the Contract, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Section 10. Limited Obligation.

The CVB's obligations under this Contract are limited, special obligations of the CVB payable solely from funds paid to the CVB by Bay County, Florida, from the Bay County Tourist Development Tax Trust Fund pursuant to any marketing, promotion and tourism development services contract, or similar contract, between the CVB and Bay County, and to not constitute a general obligation or pledge of faith, credit or taxing power of the. TDC, Bay County, the State of Florida, or any political subdivision thereof.

IN WITNESS WHEREOF, the Panama City Beach Convention and Visitors Bureau, Inc., has caused this Contract to be executed on its behalf by its Chairman, and Mr. Rowe has set his hand and seal, as of the day and year first above written.

Daniel J. Rowe

Panama City Beach Convention and
Visitors Bureau, Inc.

By _____
Chairman

ATTEST:

Secretary/Treasurer

“Exhibit A”

PRESIDENT/CEO PERFORMANCE EVALUATION

November 202____

As instructed by the CVB Board in Mr. Rowe’s Employment contract, this form will be completed by the CVB Officers to evaluate his performance over the past three years in each of the areas noted below. Performance levels should be noted based on the following scale:

- | | |
|--------------------------|--|
| 5 - Outstanding | (Consistently achieves and exceeds all standards/objectives of work performance) |
| 4 - Very Effective | (Regularly meets and frequently exceeds standards of work performance) |
| 3 - Effective | (Regularly meets standards of work performance) |
| 2 - Marginally Effective | (Often fails to meet standards of work performance) |
| 1 - Ineffective | (Clearly and consistently fails to meet standard of work performance) |

Each Evaluator should sign the form and forward completed evaluations to [Insert name of independent third party] at [Insert third party email address] who will prepare and present a compilation of the evaluations for Mr. Rowe’s and each Council Members consideration.

Evaluation Period: Fiscal Year _____. [Immediately preceding fiscal year].

1. PERSONAL

- | | |
|-------|--|
| _____ | Invests sufficient effort toward being diligent and thorough in the discharge of duties |
| _____ | Exercises good judgement |
| _____ | President/CEO is enthusiastic, cooperative and willing to adapt |
| _____ | President/CEO is a “self-starter”, and possesses the necessary mental and physical stamina |

_____ Composure, appearance and attitude are fitting for an individual in this executive position. This person is able to separate personal feelings from the advancement of the organization's interests

2. PROFESSIONAL SKILLS

_____ Knowledgeable of current developments affecting destination marketing

_____ Willingness and ability to grasp and manage tasks in other fields affecting the attraction of tourists

_____ Respected in the management profession

_____ Demonstrates a capacity for innovation and creativity

_____ Anticipates problems and develops effective approaches for solving them

_____ Willing to try new ideas proposed by Board members and/or staff

3. RELATIONS WITH THE BOARD OF DIRECTORS

_____ Carries out the directive of the Board as a whole, rather than those of any one member of the Board

_____ Assists Board members in resolving problems at the administrative level in a manner that avoids unnecessary Board action

_____ Assists the Board in establishing policy, while acknowledging the ultimate authority of the Board

_____ Responds to requests for information or assistance by the Board

_____ Informs the Board of current issues and administrative developments in a timely manner

_____ Receptive to constructive criticism and advice

_____ Information is disseminated equally and completely to the Board

4. POLICY EXECUTION

_____ Implements Board actions in accordance with the intent of the Board

- _____ Supports the actions of the Board after a decision has been reached, both inside and outside the organization
- _____ Understands and follows TDC law
- _____ Understands and works well within the CVB/TDC/County legal and financial relationships
- _____ Timely and effectively executes TDC and CVB policies
- _____ Reviews CVB & TDC policies and procedures periodically to improve their effectiveness
- _____ Offers workable alternatives to the Board for changes in law or policy when an existing policy is impractical

5. REPORTING

- _____ Provides the Board with reports concerning matters of importance to the CVB and the TDC
- _____ Reports produced by the President/CEO are accurate, comprehensive, concise and written to their intended audience
- _____ Reports are generally produced through the President/CEO's own initiative rather than when requested by the Board
- _____ Prepares a sound agenda which prevents trivial administrative matters from being reviewed by the Board
- _____ Documentation produced by the President/CEO's office respects the fact that the affairs of the Convention & Visitors Bureau are fully open to public scrutiny

6. CITIZEN RELATIONS

- _____ Responsive to complaints from citizens
- _____ Displays and is dedicated to the community and the industry served by the CVB and the TDC

- _____ Skillful in dealing with the news media and in avoiding partisan political positions
- _____ Has the capacity to listen to others and to recognize their interests, and works well with others
- _____ Willing to meet with members of the community to discuss their real concerns
- _____ Generally, industry partners satisfied with CVB activities and services

7. STAFFING

- _____ Recruits and retains competent personnel for staff positions
- _____ Aware of weak or indifferent administrative personnel, and works to improve their performance
- _____ Accurately informed and concerned about employee relations

8. SUPERVISION

- _____ Encourages department directors to make decisions within their own jurisdictions and divisions without the President/CEO's approval, yet maintains general control of operations
- _____ Instills confidence and initiative in subordinates and emphasizes supportive rather than restrictive controls for their programs
- _____ Has developed a friendly and informal relationship with the staff and work force as a whole, yet maintains the prestige and dignity of the President/CEO's office
- _____ Evaluates personnel periodically, and points out management weaknesses and strengths. Manages and evaluates key personnel primarily by setting performance goals and objectives, and then assesses progress toward goals and objectives at least annually
- _____ The organization's staff works as a team and seeks ways to be innovative and oriented toward effective problem-solving
- _____ Delegates responsibility effectively and provides the right amount of communication to staff during the course of the year

_____ The President/CEO properly controls the organization's operational and functional activities and motivates others to maximum performance

9. FISCAL MANAGEMENT

_____ Prepares a balanced budget to provide services in the areas and at a level directed by the Board

_____ Makes the best possible use of available funds, conscious of the need to operate the CVB efficiently and effectively

_____ The prepared/recommended budget is in an intelligent and accessible format

_____ Possesses awareness of the importance of financial planning and accounting controls

10. COMMUNITY

_____ Difficult issues facing the TDC and the CVB and the tourism industry locally are addressed in a practical way, and adequate steps are taken to avoid unnecessary controversy

_____ Recognizes areas of common or aligned interests with neighboring TDCs and CVBs and cooperates effectively with them to promote those interests

_____ The President/CEO helps the Board address future needs and develops adequate plans anticipating long term trends

_____ Cooperates with other local governments, state and federal government

_____ Cooperates with other governmental units in the region such as the County and Panama City Beach

NARRATIVE EVALUATION

11. What would you identify as the President/CEO's strengths, expressed in terms of the principal results achieved during the evaluation period?

12. What performance areas would you identify as needing improvement? Why? What constructive, positive suggestions can you offer the President/CEO to enhance performance?

13. Other comments?

14. **STRONGEST / WEAKEST**

Of the ten scored groups above, circle the number of the **Strongest** category (only circle one number):

1 2 3 4 5 6 7 8 9 10

Of the ten scored groups above, circle the number of the **Weakest** category (only circle one number):

1 2 3 4 5 6 7 8 9 10

15. **COMPENSATION**

Recommended **merit** salary adjustment (from 0 to 5% for current year: _____ percent.

Guaranteed, indexed COLA adjustment for current fiscal year is _____ percent.

[To be inserted in advance by the Chair]

Rated by: _____
Evaluator Date

From Bay County Purchasing is the ranking for 21-02 TDC Coastal Engineering Services:

1. Coastal Protection Engineering, LLC
2. MRD Associates, Inc.
3. Coastal Technology Corporation
4. Mott MacDonald Florida, LLC

Coastal Protection Engineering LLC	1	94
MRD Associates, Inc.	2	91
Coastal Technology Corporation	3	86
Mott MacDonald Florida, LLC	4	83

Prepared by
Douglas Sale, Esquire
Hand Arendall Harrison Sale LLC
304 Magnolia Avenue
Panama City, FL, 32401
(850) 769-3434

ACCEPTANCE AND CONSENT

IN CONSIDERATION OF reliance upon these presents by the **BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY FLORIDA (the "Board")** as well as by the **BAY COUNTY TOURIST DEVELOPMENT COUNCIL (the "Council")**, and being corporately mindful of the content, purpose and passage of Bay County Ordinance No. _____ on _____ (the "Ordinance"), **THE ST. JOE COMPANY, a Florida corporation, f/k/a St. Joe Corporation**, whose address is: 130 Richard Jackson Blvd., Suite 200, Panama City Beach, Florida. 32407, by execution and delivery of these presents consents to and approves of the expansion of the Bay County Special Subcounty Tourist Development Tax District (the "District") and the levy of the Bay County Tourist Development Tax within the following described lands, to wit,

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

at the rate of tax established by the Board from time to time for the entire District, all as established by the Ordinance.

And The St. Joe Company hereby covenants with the Board of County Commissioners that it is lawfully seized of all said land in fee simple; that there are no persons occupying any of said land as residents or electors of Bay County, Florida, and that it has good right and lawful authority to execute and deliver this Acceptance and Consent.

IN WITNESS WHEREOF, The St. Joe Company has caused these presents to be executed in its name, on this the ____ day of _____, 202__.

Signed, sealed and delivered in our presence:

**THE ST. JOE COMPANY,
a Florida corporation**

Witness Signature

Print Name: _____

By: _____

Jorge Gonzalez

Its: President

Witness Signature

Print Name: _____

State of Florida

County of Bay

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on the ____ day of _____, 202__, by Jorge Gonzalez, as President, on behalf of THE ST. JOE COMPANY, a corporation, existing under the laws of the State of Florida, who is personally known to me or who has produced a valid drivers' license as identification.

[Seal]

NOTARY PUBLIC

Printed Name of Notary

My Commission Expires