

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

Tuesday, June 9, 2026

Council Room, PCB City Hall

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
 - A. Invocation – Pastor Kyle Shoots, Calvary of Panama City
 - B. Pledge of Allegiance
 - C. Approve May 12th, 2026, Minutes
- III. REQUESTS TO ADDRESS THE BOARD ON AGENDA AND NON-AGENDA ITEMS (3 Minutes)**
- IV. CONSENT AGENDA**
 - A. Approve Personnel Policies.
 - B. Approve Prior Expense Payments.
- V. ACTION ITEM**
 - A. Approve Resolution 26-02: Financial Management of CVB.
 - B. Approve Proposal with OPA Graphics, Inc. for Construction of 10 Beach Access Signs
 - C. Approve Pause of WRRRC and SABRE Center.
- VI. SECRETARY/TREASURER’S REPORT**
- VII. CHAIRMAN’S REPORT**
- VIII. PRESIDENT’S REPORT**
- IX. ADJOURNMENT**



**Panama City Beach Tourist Development
Council/Convention and Visitors Bureau,
Inc.
Agenda Item Summary**

Discussion and Approval of Revised CVB Personnel Policies

- Tourist Development Council
- Panama City Beach Convention and Visitors Bureau, Inc.

DEPARTMENT MAKING REQUEST/NAME:
Panama City Beach CVB / Visit Panama City Beach
Griff Griffiths, President/CEO
CVB Attorney

MEETING DATE:
June 9, 2026

REQUESTED MOTION/ACTION:
Move to approve the revised Personnel Policies for Employees of Visit Panama City Beach, substantially in the form presented, to supersede the personnel manual approved September 12, 2023, and authorize the President/CEO, in consultation with the CVB Attorney, to make non-substantive conforming, formatting, and administrative implementation edits consistent with Board approval.

AGENDA
Discussion / Action Item

BUDGETED ITEM? No direct new appropriation requested
BUDGET ACTION:
None at this time. Administration will implement the leave conversion and related payroll/benefit administration within approved budget and accounting processes.

BACKGROUND:
CVB Administration and the CVB Attorney have completed a comprehensive review and rewrite of the CVB personnel policies. The revision is intended to provide a clearer, more durable, and more administrable personnel framework while preserving Board oversight of policy-level and executive matters. The proposed manual updates the September 12, 2023 manual, and provides the following updates:

1. Governance, employer status, and at-will framework. The revised manual expressly confirms that the CVB is the private Florida not-for-profit employer of record, that CVB employees are not Bay County employees by virtue of CVB employment, and that Bay County personnel policies apply only if adopted or otherwise made binding. It also identifies Board-reserved matters, including adoption of the manual, oversight of the President/CEO, approval of authorized positions and compensation structures, and executive arrangements requiring Board approval. The revised manual also states clearly that employment is at will unless a written Board-approved employment agreement provides otherwise.
2. Updated equal employment, harassment, retaliation, and accommodation provisions. The old manual separated sexual harassment, other harassment, discrimination, and ADA concepts into multiple sections. The new manual consolidates and modernizes those provisions, expands protected-category references, identifies multiple reporting channels, preserves independent Board-level reporting routes for matters involving the President/CEO, and adds more current accommodation language for disability, religion, pregnancy, childbirth, related medical conditions, and lactation needs.
3. Public mission, ethics, gifts, conflicts, and internal controls. The revised manual strengthens the standards for stewardship of funds, approvals, contracts, records, and confidential information. It replaces the older fixed-dollar

1

gift approach with a more practical conflict and influence standard, adds clearer prohibitions on personal gain and disqualifying interests, and incorporates approval-routing and segregation-of-duties concepts for expenses, reimbursements, purchasing cards, and transactions involving the President/CEO.

4. Records retention, public records, subpoenas, audits, and technology. The new manual adopts a more nuanced records policy for a private nonprofit performing public-facing and contract-related functions. It requires employees to preserve CVB business records, including those created through personal devices or third-party platforms, and directs public-records, subpoena, audit, inspection, or copying requests to the designated records custodian or administrator. The technology section also updates monitoring, cybersecurity, storage, software, phishing, ransomware, and system-use expectations.
5. Artificial intelligence and emerging technology. The proposed manual adds a new AI policy. It permits AI-enabled tools only when approved or expressly authorized, requires human review before use or publication, prohibits uploading confidential, privileged, personnel, cardholder, security-sensitive, or legally protected information into unapproved tools, and prevents employment decisions, payment approvals, or public communications from being based solely on unreviewed AI output.
6. PTO and leave administration. The revised manual converts the former separate sick-leave and annual-leave structure into a single Paid Time Off bank. The annual PTO accrual schedule generally mirrors the combined annual value of the former sick and annual leave accruals, while simplifying use, administration, and carryforward. The revised draft also updates PTO payout rules, leave without pay, protected leave coordination, bereavement leave, holidays, insurance references, 401(k) references, education assistance, uniform/property obligations, and the sick leave pool so they work with the PTO structure.
7. Wage and hour, classification, timekeeping, overtime, exempt scheduling, and emergencies. The revised manual clarifies exempt and non-exempt classifications, confirms that all time worked must be recorded and paid as required by law, treats unauthorized overtime as a discipline issue without withholding pay for time actually worked, and replaces the older comp-time formula for exempt employees with discretionary scheduling flexibility. Emergency closure provisions are also updated to address office closures, essential work, payroll coding, and disaster-accounting documentation.
8. Staffing, screening, corrective action, separation, and grievances. The new manual adds more complete recruitment, selection, pre-employment, background-check, probationary-period, workforce-planning, reduction-in-force, and vendor-screening language. It also streamlines corrective action and separation provisions, identifies examples of serious misconduct, preserves management flexibility to respond to material misconduct, and narrows routine grievance processing so ordinary workplace disputes do not automatically become Board matters. Board-level review remains available for the President/CEO, Board-reserved decisions, independent oversight matters, major compliance concerns, misuse-of-funds allegations involving senior leadership, or other matters the Board determines warrant review.

ATTACHMENTS:

Description	Type
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1. Revised Personnel Policies for Employees of Visit Panama City Beach, Rev. 05.22.26 (Clean)	
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**PERSONNEL POLICIES FOR
EMPLOYEES OF
VISIT PANAMA CITY BEACH**

Approved by Board of Directors, _____, 2026
Panama City Beach Convention & Visitors Bureau, Inc.

Table of Contents

INTRODUCTION	5
ORGANIZATIONAL STRUCTURE.....	5
INTENT	5
PURPOSE OF THIS MANUAL	5
INTERPRETATION AND SAVINGS CLAUSE	6
SECTION I	6
POLICY STATEMENTS	6
EQUAL EMPLOYMENT OPPORTUNITY; NO DISCRIMINATION, HARASSMENT, OR RETALIATION ...	6
REASONABLE ACCOMMODATIONS.....	7
DRUG-FREE WORKPLACE	7
SMOKE-FREE AND TOBACCO-FREE WORKPLACE	8
SAFETY AND SECURITY	8
WORKPLACE VIOLENCE PREVENTION	8
ETHICS AND GIFTS	9
RECORDS RETENTION AND PRODUCTION.....	9
TECHNOLOGICAL DEVICES	9
ARTIFICIAL INTELLIGENCE AND EMERGING TECHNOLOGY	10
POLITICAL ACTIVITY.....	10
NEPOTISM AND PERSONAL RELATIONSHIPS.....	11
COMPLIANCE WITH LAW AND REPORTING CONCERNS.....	11
SECTION II	11
AUTHORITY AND ADMINISTRATION	11
DEFINITIONS.....	11
SCOPE OF POLICIES.....	13
BOARD-RESERVED MATTERS	13
PRESIDENT/CEO AUTHORITY	13
ADMINISTRATION OF PERSONNEL POLICIES.....	13
VARIANCES AND EXCEPTIONS	14
FISCAL CONTROLS AND ACCOUNTING RESPONSIBILITIES.....	14
PERSONNEL, MEDICAL, AND INVESTIGATION RECORDS.....	14
SECTION III	14
EMPLOYMENT INFORMATION AND REQUIREMENTS	14
STANDARDS OF CONDUCT	14
STEWARDSHIP OF FUNDS, CARDS, AND APPROVALS.....	15
SOCIAL MEDIA AND MEDIA CONTACT.....	15
RECORDING AND PHOTOGRAPHY RULES.....	16
PROFESSIONAL APPEARANCE AND IDENTIFICATION	16
ONBOARDING AND TRAINING	16
WORK SCHEDULES AND ATTENDANCE	16

SECONDARY EMPLOYMENT AND OUTSIDE ACTIVITIES.....	17
NON-TRAVEL EXPENSES AND REIMBURSEMENT	17
TRAVEL AND RELATED EXPENSES.....	18
NON-REIMBURSABLE EXPENDITURES.....	18
SECTION IV.....	19
COMPENSATION & CLASSIFICATION PLAN.....	19
JOB CLASSIFICATION AND PAYROLL ADMINISTRATION	19
PERFORMANCE REVIEWS.....	19
PAY ON PROMOTION, TRANSFER, AND OTHER CHANGES	19
TIMEKEEPING	19
OVERTIME FOR NON-EXEMPT EMPLOYEES	20
SCHEDULING FLEXIBILITY FOR EXEMPT EMPLOYEES.....	20
COMPENSATION DURING OFFICE CLOSURE OR EMERGENCY.....	20
SECTION V.....	21
LEAVE AND BENEFITS.....	21
PTO LEAVE	21
SICK LEAVE POOL.....	22
BEREAVEMENT LEAVE.....	23
LEAVE WITHOUT PAY	23
PROTECTED LEAVE AND LEGALLY REQUIRED COORDINATION	23
HOLIDAYS	24
INSURANCE AND OTHER BENEFITS	24
401(K) PLAN.....	24
EDUCATION ASSISTANCE	24
UNIFORMS AND OTHER PROPERTY.....	25
SERVICE AWARDS AND INCENTIVE PROGRAMS.....	25
COURT DUTY	25
SECTION VI.....	25
STAFFING PLAN	25
AUTHORIZED POSITIONS AND WORKFORCE PLANNING.....	25
RECRUITMENT AND SELECTION	26
PRE-EMPLOYMENT REQUIREMENTS.....	26
BACKGROUND CHECKS AND INDIVIDUALIZED REVIEW	26
PROBATIONARY PERIOD	26
PROMOTIONS, TRANSFERS, AND ADDITIONS TO STAFF	27
REDUCTION IN FORCE	27
VENDOR AND SUBCONTRACTOR SCREENING	27
SECTION VII.....	27
CORRECTIVE ACTION AND SEPARATION OF EMPLOYMENT	27
GENERAL PRINCIPLES	27
ADMINISTRATIVE LEAVE AND INVESTIGATIONS	28

EXAMPLES OF SERIOUS MISCONDUCT 28
RESIGNATION, JOB ABANDONMENT, AND FINAL OBLIGATIONS 28
SECTION VIII28
EMPLOYEE COMPLAINTS AND GRIEVANCES28
OPEN-DOOR PROCESS..... 28
ROUTINE GRIEVANCE PROCESS..... 29
BOARD-LEVEL REVIEW 29
EMPLOYEE ACKNOWLEDGMENT 30

INTRODUCTION

ORGANIZATIONAL STRUCTURE

Panama City Beach Convention & Visitors Bureau, Inc., doing business as Visit Panama City Beach (the "CVB"), is a private Florida not-for-profit corporation and the employer of record for all CVB employees. Unless a specific law or written agreement approved by the CVB Board of Directors provides otherwise, CVB employees are not Bay County employees, are not public employees by virtue of CVB employment, and are not subject to Bay County personnel policies unless those policies are expressly adopted by the CVB Board or made binding by contract or law.

The organization's Board of Directors is comprised of the nine members of the Bay County Tourist Development Council (TDC). The TDC is responsible for making recommendations to the Bay County Board of County Commissioners regarding expenditures of the Tourist Development Tax, including the County's beach maintenance and beach renourishment projects. The President/CEO of Visit Panama City Beach also serves as the Executive Director of the TDC.

The CVB Board of Directors retains authority over board-reserved matters, including adoption and amendment of this manual, oversight of the President/CEO, approval of authorized positions and compensation structures, and any other matter reserved by law, charter, bylaw, contract, or board resolution. The President/CEO retains day-to-day authority over hiring, supervision, evaluation, discipline, and termination of CVB employees other than the President/CEO, subject to board-adopted policy and any board-reserved approvals.

INTENT

The CVB strives to maintain a climate of positive employee relations that respect the rights and dignity of employees and promote engagement, performance, and responsible stewardship of public resources. As an organization entrusted with public funds and a public mission, the CVB is committed to transparency, ethical conduct, and the responsible use of resources. Employees are expected to conduct themselves in a manner that supports public confidence in the organization, protects the CVB's reputation, and aligns with applicable laws, policies, and standards of ethical behavior. Transparency, honesty, and accountability are essential to maintaining the trust of the public, our partners, and one another.

PURPOSE OF THIS MANUAL

This manual is intended to communicate the CVB's current personnel policies, employment expectations, and baseline procedures. It is not a guarantee of employment, a promise of any particular disciplinary sequence, or a contract for any specific term of employment.

The CVB may interpret, amend, suspend, or discontinue this manual at any time, subject to applicable law and board-reserved authority. If a law, written employment agreement, board

resolution, or binding contract requirement conflicts with this manual, the controlling law or document governs.

Employment with the CVB is at will unless the employee has a written employment agreement approved by the Board that expressly states otherwise. At-will employment means either the employee or the CVB may end the employment relationship at any time, with or without cause and with or without advance notice, subject to applicable law.

INTERPRETATION AND SAVINGS CLAUSE

This manual should be read to comply with applicable federal, state, and local law. No policy in this manual is intended to interfere with rights protected by law, including lawful whistleblowing, participation in investigations, requests for accommodation, discussion of wages, hours, or working conditions, protected concerted activity, or other protected activity. If any provision is determined to be unenforceable, the remaining provisions remain in effect.

SECTION I POLICY STATEMENTS

EQUAL EMPLOYMENT OPPORTUNITY; NO DISCRIMINATION, HARASSMENT, OR RETALIATION

The CVB prohibits discrimination or harassment in recruitment, hiring, assignment, compensation, benefits, training, promotion, discipline, termination, and all other terms and conditions of employment. Protected categories include race, color, religion, creed, sex, pregnancy, childbirth, related medical conditions, sexual orientation, gender identity or transgender status, national origin, ancestry, age, disability, genetic information, marital status, and any other status protected by applicable law. Harassment can occur in person, by telephone, in writing, through text message, email, social media, collaboration platforms, AI-enabled tools, photographs, video, or any other form of communication.

Prohibited conduct:

- a) Unwelcome sexual advances, requests for sexual favors, or other unwelcome conduct of a sexual nature.
- b) Epithets, slurs, derogatory jokes, insults, ridicule, stereotyping, or demeaning comments related to a protected characteristic.
- c) Unwanted physical touching, blocking movement, threatening behavior, or intimidating conduct directed at a person because of a protected characteristic.
- d) Displaying, sending, or accessing offensive, discriminatory, or sexually explicit materials in a work context.
- e) Retaliating against a person for making a complaint, reporting concerns, assisting in an investigation, requesting accommodation, refusing discriminatory conduct, or otherwise engaging in protected activity.

Employees are encouraged to report concerns promptly. A report may be made orally or in writing

to any of the following: the employee's supervisor; any manager; the Director of Administration/HR; the President/CEO; or, if the concern involves the President/CEO, a Board-designated committee, the Board Chair, or another board-designated recipient. Employees are not required to report misconduct to a person they believe is involved in the misconduct.

The CVB will review complaints promptly, impartially, and as confidentially as reasonably possible. Confidentiality will be maintained on a need-to-know basis and consistent with a fair investigation, applicable record-retention requirements, and any legal obligation to disclose records. The CVB may use an outside investigator, auditor, or legal counsel when appropriate.

The CVB will not discipline an employee for making a good-faith report or participating in an investigation, even if the allegations are not substantiated. Knowingly false statements, fabricated evidence, or intentionally dishonest reporting violates this policy and may lead to corrective action, but the mere fact that a complaint is unsubstantiated is not grounds for discipline.

REASONABLE ACCOMMODATIONS

The CVB will provide reasonable accommodation to qualified applicants and employees with disabilities, sincerely held religious beliefs or practices, and known limitations related to pregnancy, childbirth, or related medical conditions, unless doing so would impose an undue hardship or is otherwise not required by law. Employees may request accommodation from their supervisor, the Director of Administration/HR, or the President/CEO. The CVB may engage in an interactive process, request reasonable supporting information where permitted by law, and identify an effective accommodation.

The CVB will also provide reasonable break time and an appropriate private space, other than a bathroom, for nursing employees to express breast milk to the extent required by law. The CVB may also consider additional schedule changes, seating, lifting restrictions, temporary reassignment of marginal tasks, leave, remote-work arrangements where feasible, or other accommodations when legally required or operationally appropriate.

DRUG-FREE WORKPLACE

The CVB prohibits the unlawful manufacture, distribution, dispensation, possession, sale, purchase, transfer, use, or being under the influence of illegal drugs while on duty, on CVB premises, in CVB vehicles, during CVB-sponsored travel, or while otherwise conducting CVB business. The CVB also prohibits employees from reporting to work or remaining at work while impaired by alcohol, illegal drugs, cannabis, or any other substance, or by the misuse of legal or proscribed medication if the impairment affects safety, performance, judgment, or the workplace environment.

Conservative alcohol use is tolerated at hospitality, marketing, tourism, or board-related events when the event has a legitimate business purpose. Even at an authorized event, employees must act professionally, may not become impaired, may not expense alcohol unless expressly authorized by policy or written approval, and may not operate a vehicle if their ability to drive is affected.

Employees using prescription or over-the-counter medication that may impair safe or effective performance must notify the Director of Administration/HR or the President/CEO when the medication creates a work-related safety or accommodation issue. The CVB may require reasonable-suspicion testing, post-accident testing, fitness-for-duty evaluation, or similar measures to the extent permitted by law and consistent with business necessity.

Employees who are convicted or sentenced for on or off the job illegal drug activity will be considered in violation of this policy and subject to termination of employment.

SMOKE-FREE AND TOBACCO-FREE WORKPLACE

Smoking, vaping, and the use of tobacco or nicotine products are prohibited in enclosed indoor workplaces, company vehicles, and any other areas where prohibited by law or posted CVB rules. The CVB may designate limited outdoor areas for lawful use, provided that such use does not interfere with operations, visitors, events, or the health and safety of others.

SAFETY AND SECURITY

Employees must comply with safety rules, training requirements, emergency procedures, and security protocols; report hazards, injuries, accidents, and near-misses promptly; and cooperate in investigations and corrective measures. Except as otherwise permitted by law, employees may not possess, carry, brandish, use, or threaten to use firearms or other weapons while on duty, in CVB buildings, in nonpublic work areas, at CVB-controlled events, or in CVB vehicles unless specifically authorized by the CVB in writing for a lawful business or security purpose. Nothing in this policy is intended to restrict any right expressly protected by applicable law, including lawful rights relating to firearms kept in private vehicles.

Employees must immediately report threats, suspicious conduct, security breaches, missing keys or access credentials, cyber-enabled extortion or fraud attempts, and any behavior that could create a safety risk for employees, visitors, or the public.

An employee who use a vehicle for work or travel for work must use the necessary precautions when using a handheld device while driving and must comply with state law. Such precautions include but are not limited to not using your handheld device to receive or place text messages, surf the Internet, check phone messages, or respond to email while driving.

WORKPLACE VIOLENCE PREVENTION

The CVB prohibits violence, threats of violence, intimidation, stalking, bullying that rises to the level of workplace misconduct, physical assault, destruction of property, or other conduct that creates a reasonable fear of harm. The CVB may remove an employee from duty, restrict access to property or systems, involve law enforcement, or take any other lawful protective action when a threat is reported or reasonably suspected. No employee will be retaliated against for reporting a good-faith

concern about potential violence or for cooperating in a threat assessment or investigation.

ETHICS AND GIFTS

Because the CVB handles significant organizational, contract, and public-facing responsibilities, every employee must avoid actual conflicts of interest and the appearance of impropriety. Employees must use CVB resources only for legitimate business purposes and must exercise prudent stewardship over money, cards, contracts, systems, records, and confidential information.

Employees may not use their position for personal gain, secure unwarranted privileges for themselves or others, participate in decisions in which they have a disqualifying financial or personal interest, or disclose confidential or nonpublic information for personal benefit or for the benefit of another person or entity.

Employees may not solicit or accept gifts, favors, entertainment, travel, loans, rebates, kickbacks, or anything of value intended to influence, reward, or appear to influence a business judgment or discretionary decision. Modest promotional items or customary hospitality of nominal value may be accepted only when lawful, not intended to influence decision-making, and promptly disclosed if there is any doubt.

RECORDS RETENTION AND PRODUCTION

CVB records created, received, or maintained in connection with CVB business must be preserved, managed, and disclosed in accordance with applicable law, litigation holds, audit needs, contract requirements, and CVB record-retention schedules. The CVB is a private nonprofit corporation, but records relating to services performed under public contracts may still be subject to retention or disclosure duties by contract and, to the extent applicable, as records of a contractor acting on behalf of a public agency. CVB business conducted on personal devices, personal email accounts, text messages, or third-party platforms may still create CVB records and must be forwarded or otherwise preserved in a retrievable format.

All requests for public records or contract records relating to a public agency contract, and all subpoenas, audit requests, or requests to inspect or copy records relating to CVB business, must be forwarded immediately to the Records Custodian or designated administrator. Employees may not independently represent that all CVB records are public, nor may they destroy, conceal, alter, or delay production of records after a request, hold, audit notice, investigation, or preservation notice has been received or is reasonably anticipated.

TECHNOLOGICAL DEVICES

CVB-owned devices, systems, networks, accounts, data, and work product are CVB property. Employees have no expectation of privacy in CVB systems to the fullest extent permitted by law. The CVB may monitor, access, retrieve, review, preserve, or disclose information on its systems for business, security, compliance, public-records, audit, legal, and operational purposes. Management

has the right and the duty to control CVB Information Systems and its use. All employees are on notice that system security features, such as passwords and message delete functions, do not take away the CVB's ability to review or archive any information.

Information-systems rules:

- a) Use CVB systems primarily for legitimate business purposes; incidental personal use must be limited, lawful, and must not interfere with work or add cost or risk.
- b) Do not share passwords, disable security controls, install unapproved software, store cardholder data or confidential information in unauthorized locations, or circumvent procurement, cybersecurity, or retention rules.
- c) Do not use CVB systems to access or distribute unlawful, discriminatory, harassing, obscene, defamatory, or fraudulent content.
- d) Use only approved accounts and approved storage locations for CVB files whenever feasible. Promptly report phishing, suspected fraud, ransomware, or unauthorized access.
- e) Maintain equipment in good working order by routinely dusting equipment, cleaning monitor screens, and taking care to prevent damage. DO not to expose computers, keyboards, printers, copiers or other equipment to open beverage containers, food, plants, space heaters or other sources that can cause damage to the equipment.
- f) All software purchases must be approved by the Chief Technology Officer or his/her designee to ensure validity and compatibility. This does not preclude the purchase of software systems which have been approved by the CEO or Division VP.

ARTIFICIAL INTELLIGENCE AND EMERGING TECHNOLOGY

Employees may use AI-enabled tools for CVB business only if the tool is approved by the CVB or if use is otherwise expressly authorized. AI output must be reviewed by a responsible employee for accuracy, completeness, tone, confidentiality, and legal compliance before the output is relied upon, distributed, or published.

Employees may not input confidential information, nonpublic personal information, cardholder data, privileged information, personnel information, information protected from disclosure by law or contract, security-sensitive information, trade-secret information, or draft legal advice into an unapproved AI tool. Employees may not use AI to fabricate records, falsify receipts, disguise authorship for improper purposes, or evade record-retention, public-records, procurement, or approval rules.

No employment decision, discipline decision, payment approval, or official public communication may be based solely on unreviewed AI output. Any material use of AI in a public-facing deliverable or operational decision should be documented as required by CVB administrative guidance.

POLITICAL ACTIVITY

Employees may engage in lawful personal political, civic, or advocacy activity on their own time and with their own resources, provided the activity does not violate law, create a conflict of interest,

interfere with work, imply CVB endorsement, or misuse the employee's title, position, authority, systems, funds, or facilities. Unless expressly authorized by the Board or the President/CEO for lawful organizational advocacy, employees may not use CVB property or funds to support or oppose a candidate, political committee, or ballot measure; pressure any other employee regarding political activity or contributions; or represent that they are speaking for the CVB on political or legislative matters.

NEPOTISM AND PERSONAL RELATIONSHIPS

The CVB seeks to avoid favoritism, conflicts, and disruption arising from family or close personal relationships in the workplace. No employee may participate in, influence, or approve the hiring, supervision, discipline, evaluation, promotion, compensation, scheduling, or contract administration of an immediate family member, romantic partner, or any person with whom the employee has a relationship that would reasonably call impartiality into question. The CVB may reassess reporting relationships or impose other reasonable safeguards when such a relationship exists or develops.

COMPLIANCE WITH LAW AND REPORTING CONCERNS

Employees must comply with applicable law, contract requirements, procurement rules, recordkeeping rules, and CVB policies. Employees must promptly report suspected fraud, theft, misuse of funds, misuse of purchasing cards, falsification of records, kickbacks, conflicts of interest, unlawful retaliation, discrimination, contract noncompliance, contract-related public-records noncompliance, audit obstruction, or other serious misconduct.

Reports may be made internally to a supervisor, Director of Administration/HR, the President/CEO, the Board Chair, a board-designated committee, outside counsel or investigator designated by the CVB, or any lawful external reporting channel. Where a concern involves the President/CEO, senior administration, public funds, public contracts, or Chapter 119 compliance, the report should not be routed solely through the regular supervisory chain if that would undermine independence or employee confidence.

The CVB prohibits retaliation against any person who in good faith reports a concern, objects to unlawful conduct, refuses to participate in unlawful conduct, assists with an investigation, or provides truthful information to an internal or external investigator, auditor, agency, or law-enforcement body. This internal non-retaliation commitment applies regardless of whether a particular statute imposes additional coverage thresholds, procedures, or remedies.

SECTION II

AUTHORITY AND ADMINISTRATION

DEFINITIONS

For purposes of this manual, the following terms are used functionally and should be interpreted in a manner consistent with applicable law and current CVB structure.

Term	Definition
Board	The CVB Board of Directors. References to "Board" do not automatically include Bay County administrative staff unless a policy expressly says so.
President/CEO	The chief executive officer of the CVB, or an authorized designee acting within delegated authority.
Director of Administration/HR	The CVB official responsible for HR administration, personnel records, and designated compliance functions, or an authorized designee.
Regular full-time employee	An employee assigned to an authorized ongoing position and regularly scheduled to work 30 or more hours per week, unless a different schedule is approved by the Board or President/CEO.
Regular part-time employee	An employee assigned to an authorized ongoing position and regularly scheduled to work fewer than 30 hours per week.
Probationary employee	An employee within the initial introductory period, or within a probationary period following promotion or reassignment, as established by CVB policy or offer documentation.
Temporary employee	An employee hired for a limited duration, project, season, emergency need, or other temporary assignment.
Exempt / non-exempt	A classification under the Fair Labor Standards Act and applicable law determining eligibility for overtime and certain timekeeping rules.
Immediate family	A spouse, domestic equivalent if recognized by applicable benefit documentation, parent, child, sibling, grandparent, grandchild, in-law, step-relative, or other comparable relationship residing in the employee's household or treated as family for bereavement or conflict-of-interest purposes.
Workweek	The seven-day payroll workweek designated by the CVB for wage-and-hour administration.
Protected activity	Conduct protected by law, including complaints of discrimination, requests for accommodation, lawful whistleblowing, and participation in investigations.

SCOPE OF POLICIES

These policies apply to CVB employees and, where applicable, to applicants, interns, and volunteers. Particular provisions may apply differently depending on classification, job duties, work location, benefit eligibility, or legal coverage thresholds. For clarity, Bay County and the TDC are not part of the CVB's ordinary supervisory, discipline, or grievance chain unless a specific contract or legal requirement says otherwise.

BOARD-RESERVED MATTERS

- a) Adoption and amendment of this manual and board-level personnel policies.
- b) Hiring, evaluating, compensating, disciplining, and terminating the President/CEO, unless authority is lawfully delegated in writing.
- c) Approval of authorized positions, compensation structures, major reorganization, and other strategic or budgetary workforce decisions reserved by board action.
- d) Approval of any employment agreement, severance agreement, or other executive arrangement requiring board approval.
- e) Designation of board-level recipients for complaints involving the President/CEO, misuse-of-funds allegations involving senior leadership, or other matters requiring board independence.

PRESIDENT/CEO AUTHORITY

Except for Board-reserved matters, the President/CEO is responsible for the day-to-day administration of personnel functions, including recruitment, hiring, supervision, work assignments, performance management, corrective action, separation decisions, budget implementation, and policy administration. The President/CEO may delegate duties to management or the Director of Administration/HR but remains accountable for ensuring compliance with board policy and law.

ADMINISTRATION OF PERSONNEL POLICIES

The Director of Administration/HR is responsible for maintaining the official personnel manual, distributing policy updates, retaining employee acknowledgments, coordinating training, maintaining personnel files, and assisting management with consistent policy administration. Supervisors and managers are responsible for applying policy consistently, maintaining accurate attendance and expense records, escalating issues promptly, avoiding retaliation, and consulting HR or the President/CEO when a matter involves legal risk, protected activity, accommodation, or potential termination.

VARIANCES AND EXCEPTIONS

A variance from a generally applicable policy may be granted only when consistent with law, operational need, fiscal prudence, and fair treatment of employees. Requests for exceptions must be documented in writing. Variances involving the President/CEO require the approval process designated by the Board. A variance granted in one instance does not create a precedent or contractual right in another instance.

FISCAL CONTROLS AND ACCOUNTING RESPONSIBILITIES

Managers and designated administrators must maintain complete and accurate records of time worked, leave used, travel, purchasing-card activity, reimbursements, procurement approvals, and other financial transactions. Falsification, back-dating, concealment, split approvals, or off-books recordkeeping is prohibited.

No employee may approve the employee's own time record, expense reimbursement, purchasing-card statement, or contract payment request. Approvals must follow segregation-of-duties principles to the extent practicable. The CVB may implement additional approval matrices, spot audits, or required certifications by administrative guidance.

Expenses or transactions involving the President/CEO must be reviewed under a board-designated approval process independent of the President/CEO. Any employee who identifies an internal-control weakness must report it promptly.

PERSONNEL, MEDICAL, AND INVESTIGATION RECORDS

The CVB will maintain personnel records in a reasonably secure manner. Personnel records may include application materials, acknowledgments, training records, evaluations, compensation documentation, attendance records, disciplinary documentation, and other employment-related records. Medical information, accommodation documentation, background reports, and investigation materials should be maintained separately to the extent practicable.

Employees may review their own personnel file at a reasonable time and in a reasonable manner determined by the Director of Administration/HR, subject to lawful exceptions, confidentiality needs, and record-retention rules. An employee who disagrees with a document in the personnel file may submit a written rebuttal for inclusion in the file.

Access to personnel, medical, and investigation records is subject to Florida's Public Records law and will be released only if legally required.

SECTION III

EMPLOYMENT INFORMATION AND REQUIREMENTS

STANDARDS OF CONDUCT

CVB employees are expected to act honestly, professionally, lawfully, and in a manner that protects the CVB's reputation, visitors, partners, stakeholders, and financial resources. These standards apply on duty, while using CVB resources, while traveling on CVB business, and in any setting where the

employee is representing or appears to be representing the CVB.

The following conduct may result in corrective action up to and including termination: dishonesty; falsification of time, leave, receipts, expense reports, records, or applications; theft; fraud; misuse of purchasing cards or funds; insubordination; unauthorized disclosure of confidential information; discrimination or harassment; retaliation; workplace violence; unlawful possession of weapons; impairment at work; repeated attendance violations; misuse of systems; destruction of records; unauthorized commitments on behalf of the CVB; or any other conduct materially inconsistent with the employee's duties or the CVB's legitimate interests.

STEWARDSHIP OF FUNDS, CARDS, AND APPROVALS

- a) Corporate cards may be issued only upon documented business need and written approval under the Credit Card Policy.
- b) Personal charges on a corporate card are prohibited, even if the employee intends to reimburse the CVB later, unless a documented inadvertent charge is promptly disclosed and repaid under administrative guidance.
- c) Itemized receipts and a clear business purpose are required for each reimbursable charge, except for limited circumstances approved under a lost-receipt affidavit process.
- d) Employees may not split purchases, route purchases through another employee, or otherwise structure a transaction to avoid approval requirements, procurement rules, or spending limits.
- e) Any suspected misuse of a corporate card, reimbursement process, or procurement channel must be reported immediately and may result in card suspension, repayment obligations, discipline, referral to law enforcement, or all of the foregoing.

SOCIAL MEDIA AND MEDIA CONTACT

Employees may use social media and personal communication platforms in their private lives, and they may speak as private individuals on their own behalf, but they may not disclose confidential information, make knowingly false statements about CVB business, speak on behalf of the CVB without authorization, or post content that violates anti-harassment, anti-discrimination, confidentiality, or records rules. Employees should make clear when they are speaking personally and not for the CVB.

Nothing in this policy is intended to prohibit lawful discussion of wages, hours, working conditions, or other protected activity, including protected concerted activity. Employees, however, remain responsible for protecting confidential information, complying with records and ethics rules, and avoiding false, threatening, harassing, or discriminatory communications.

Employees may not make public statements or respond to media inquiries on behalf of the CVB unless authorized. Media inquiries should be directed to the President/CEO, the marketing or communications lead designated by the CVB, or another authorized spokesperson.

RECORDING AND PHOTOGRAPHY RULES

Unauthorized audio recording, video recording, photography, or livestreaming in nonpublic work areas is prohibited when the recording would disclose confidential information, cardholder data, records protected from disclosure by law or contract, privileged communications, sensitive personnel matters, security systems, trade secrets, or private areas such as restrooms or lactation spaces. This policy is not intended to interfere with legally protected activity, but employees must avoid unauthorized disclosure of confidential or protected information.

PROFESSIONAL APPEARANCE AND IDENTIFICATION

Employees should maintain a professional appearance appropriate to their duties, public-facing role, and safety requirements. Supervisors or the President/CEO may issue specific dress expectations consistent with the CVB's brand, event needs, and business environment.

Appearance rules must be applied in a neutral, nondiscriminatory manner and reasonably accommodate disability, religion, pregnancy-related needs, and other protected circumstances when required by law. The CVB may require name badges, logo apparel, trade-show uniforms, or event-specific attire for legitimate business reasons.

ONBOARDING AND TRAINING

Each new employee will complete onboarding as designated by the CVB, which may include completion of employment paperwork, policy acknowledgments, tax forms, employment-eligibility verification, technology setup, procurement and card-use training, contract/public-records training, cybersecurity training, ethics/conflict training, and any department-specific instruction.

The CVB may require refresher training annually or at any other interval for contract/public-records compliance, purchasing-card use, expense reporting, cybersecurity, anti-harassment, accommodations, and other topics that present legal, financial, or operational risk.

WORK SCHEDULES AND ATTENDANCE

Employees are expected to report to work on time, remain available during scheduled hours, and meet attendance and responsiveness expectations applicable to their position. Work schedules may be changed by management based on operational need, with reasonable notice when practicable.

The CVB does not permit remote work, telework, or work-from-home arrangements. All positions are designated as on-site positions and require employees to perform their duties at their assigned CVB work location during scheduled work hours.

Employees who will be late, absent, or unable to perform their duties must notify their supervisor as soon as possible and, absent emergency circumstances, before the start of the workday or shift.

Repeated tardiness, failure to follow call-in procedures, or unauthorized absences may result in corrective action.

Employees may not work off the clock. Non-exempt employees must accurately record all time worked, including approved remote work, travel time that is compensable under law, call-backs, training time, and meal periods interrupted by work.

SECONDARY EMPLOYMENT AND OUTSIDE ACTIVITIES

Employees must disclose outside employment, board service, consulting, or business interests that could conflict with the employee's CVB duties, impair work performance, compete with the CVB, affect scheduling or responsiveness, involve CVB vendors or partners, or create an appearance of impropriety. The CVB may approve, condition, or deny secondary employment based on these factors. Failure to disclose a disqualifying conflict may result in discipline.

NON-TRAVEL EXPENSES AND REIMBURSEMENT

Employees may incur non-travel business expenses only for legitimate CVB purposes and only when the expense is properly approved, documented, and coded. Mileage and cash expenses must be submitted on the CVB's approved form or expense platform and must include a clear business purpose and supporting documentation.

Mileage reimbursement will follow the current approved rate published by the CVB. Reimbursable mileage generally excludes the employee's ordinary commute unless a specific exception applies, such as a required business stop that exceeds the normal commute or a direct trip to an off-site business location that is more prudent than travel from the office.

Corporate-card statements and reimbursement requests must be submitted timely, with itemized receipts where available. Repeated late submissions, incomplete documentation, or missing business-purpose descriptions may result in card suspension or other corrective action.

Expense approval matrix

Expense submitter	Primary approval route
Regular employee	Supervisor and any administrative approval required by the CVB's current expense or procurement matrix.
Supervisor / manager	Department head or President/CEO, plus any administrative approval required by the current matrix.
Vice President / executive other than President/CEO	President/CEO and administrative review where required.
President/CEO	Board-designated reviewer, such as the Board Chair, Treasurer,

Expense submitter	Primary approval route
	or designated committee, plus administrative processing.

TRAVEL AND RELATED EXPENSES

Travel must have a legitimate CVB business purpose and must be authorized in advance. Employees are expected to use prudent judgment, obtain economical transportation and lodging consistent with safety and operational effectiveness, and document travel expenses fully. Administrative guidance may establish current rates, booking rules, per-diem guidelines, and required documentation. High-cost markets, official conference hotels, international travel, and other special circumstances may justify reasonable exceptions when approved in advance.

Business entertainment must be directly related to destination marketing, industry relations, sponsorship, group business development, or other authorized CVB objectives. Entertainment expenses require advance approval when feasible and must identify the amount, date, place, attendees or group, business purpose, and benefit to the CVB. Entertainment involving vendors, suppliers, or other persons seeking business with the CVB requires heightened scrutiny.

Travel controls

- a) Alcohol is not reimbursable unless expressly pre-authorized in writing under a documented business purpose and consistent with ethics and budget rules.
- b) Employees may not expense personal travel, extended personal stays, upgrades for personal comfort, spa services, souvenirs, or other personal items, except to the extent an approved personal extension reduces the overall airfare and the employee documents the savings.
- c) Class-of-service upgrades, international business-class travel, rental-car exceptions, and unusually high entertainment expenses require advance written approval under the current travel matrix.
- d) Travel to destinations identified as sanctioned, high-risk, or otherwise restricted by the U.S. government or the CVB’s travel-risk guidance requires advance approval and any required safety review.

NON-REIMBURSABLE EXPENDITURES

Employees should assume that all out of pocket, discretionary spending on a business trip that is not for the express benefit of the CVB is a personal expense and will not be reimbursed. This includes but is not limited to:

- a) Hotel charges resulting from the fact that an employee failed to cancel a guaranteed reservation unless the reason for cancellation was not known prior to the cancellation deadline.
- b) Travel extensions for personal reasons, unless the extension reduces the overall cost to the CVB through lower airfare costs.
- c) Sundries items (e.g. toothbrush, toothpaste, shampoo, deodorant, etc.) or other items

purchased for the employee's personal benefit or enjoyment (books, magazines, souvenirs). In-room movies, spa expenses, or other personal activities while traveling.

SECTION IV **COMPENSATION & CLASSIFICATION PLAN**

JOB CLASSIFICATION AND PAYROLL ADMINISTRATION

Each position will be classified as exempt or non-exempt under applicable wage-and-hour law. Job titles alone do not determine exempt status. The CVB may review and revise classifications prospectively when duties, law, or organizational needs change.

Employees will be paid according to the CVB's payroll schedule and compensation practices as approved by the Board and administered by the President/CEO. Compensation decisions may consider budget, market conditions, experience, internal equity, performance, and business need. No manager may promise compensation or guaranteed increases outside approved authority.

PERFORMANCE REVIEWS

The CVB may conduct performance reviews for regular employees at intervals established by management, ordinarily at least annually for positions designated by the CVB for formal review. Reviews are intended to support accountability, development, and compensation decisions, but a review does not guarantee a pay increase, bonus, promotion, or continued employment.

PAY ON PROMOTION, TRANSFER, AND OTHER CHANGES

When an employee is promoted, transferred, reclassified, or assigned materially different duties, the CVB may adjust the employee's compensation consistent with the approved compensation structure, budget, and business justification. The CVB reserves discretion to determine the effective date and amount of any such change. Other increases, including merit increases, equity adjustments, retention adjustments, or market-based changes, may be granted only through approved compensation processes and are not automatic.

TIMEKEEPING

Non-exempt employees must record all time worked accurately and contemporaneously, using the timekeeping method designated by the CVB. Altering, falsifying, or instructing another person to alter a time record is prohibited. Supervisors must review time records carefully and may correct recordkeeping errors only in a transparent manner that preserves accuracy.

OVERTIME FOR NON-EXEMPT EMPLOYEES

Non-exempt employees must receive prior approval before working overtime unless emergency circumstances make prior approval impracticable. Working unauthorized overtime may result in discipline, but all overtime actually worked must still be recorded and paid in accordance with law. Overtime for non-exempt employees is based on hours actually worked in excess of 40 hours in the designated workweek unless a different legal standard applies to a specific position. Paid leave, holidays not worked, and other non-worked paid time generally do not count as hours worked for overtime purposes unless required by law or a specific CVB policy states otherwise.

The CVB is not required to pay a premium simply because work occurs on a Saturday, Sunday, holiday, or day off; however, if total hours actually worked exceed the legal overtime threshold for the workweek, overtime will be paid at the applicable rate.

SCHEDULING FLEXIBILITY FOR EXEMPT EMPLOYEES

Exempt employees are expected to work the schedule and additional hours reasonably necessary to fulfill their duties. Exempt employees are paid on a salary basis and are not eligible for statutory overtime. To promote fairness and sustainability, the President/CEO may approve flexible scheduling or discretionary equivalent time off for exempt employees who perform substantial after-hours, weekend, travel, or emergency-response work. Such time is an administrative scheduling tool, not statutory compensatory time, does not accrue indefinitely, and may be limited, denied, or adjusted based on workload and business need.

COMPENSATION DURING OFFICE CLOSURE OR EMERGENCY

The CVB may close offices in whole or in part because of weather, disaster, declared emergency, technology outage, or other circumstances. Employees designated as essential or otherwise directed to work during a closure must comply with reporting instructions.

Non-exempt employees required to work during an authorized closure will be paid for all hours actually worked and any overtime required by law. Exempt employees required to work during an authorized closure will continue to receive their salary, and the President/CEO may approve flexible scheduling or discretionary equivalent time off when appropriate.

Employees who do not work during an office closure will be paid, charged leave, placed on remote-work status, or otherwise administered under the closure notice and applicable law. The CVB may require special coding, FEMA-related documentation, or other records when emergency reimbursement or disaster accounting is involved.

SECTION V
LEAVE AND BENEFITS

PTO LEAVE

CVB employees historically accrued separate sick and annual leave. To streamline accrual and use of paid leave, all previously accrued sick and annual leave is converted to Paid Time Off (PTO), which may be used for various reasons, including vacation, religious holidays, illnesses, physician appointments, or personal emergencies. After the effective date of this policy, PTO will accrue per pay period based upon years of service. Separate sick and annual leave will no longer accrue.

Accrual of PTO begins on the date of employment for all full-time employees, and in most cases, ends with the date of separation. PTO accrual for fractions of a pay period shall be prorated based on the hours worked and credited. PTO cannot be used for days you are not scheduled to work. Absent specific approval, PTO may not be used until an employee's probationary status is completed.

PTO is accrued based on the following schedule of continuous service for full-time employees:

Length of Continuous Service*	Annual Accrual Rate
Less than 5 years	216 hours per year
5-9 years	240 hours per year
10-14 years	264 hours per year
15-19 years	288 hours per year
20 years or more	312 hours per year

*Years must be completed to move to the next tier.

Non-exempt employees shall charge absences from work to PTO according to the number of leave hours rounded to fifteen (15) minute minimum increments. Exempt employees must use PTO in full day increments. No employee is allowed to use future PTO that has not accrued.

An employee must request PTO in advance in accordance with current timekeeping policies and procedures so conflicts may be avoided and coverage assured. Approval of PTO is based on the needs of the CVB and is not guaranteed. If an emergency prevents advance approval, the employee must notify their immediate supervisor as soon as practicable to report the absence.

A maximum of 240 hours of PTO may be carried forward at the end of the calendar year. The CVB may require employees to use leave to avoid forfeiture and may restrict leave dates based on business needs.

Upon completion of probation and confirmation that the employee has returned CVB property, resolved outstanding obligations, and satisfied any lawful offset or repayment documentation, full-time employees that separate from employment will be eligible for payment of accumulated PTO. Employees with less than six months of service or those who are terminated for cause are not

eligible for PTO pay upon separation. In the event of an employee's death, his/her beneficiary shall be paid for accumulated PTO.

SICK LEAVE POOL

The CVB's sick leave pool allows participating full-time employees to pool leave for use after all other available leave is exhausted. The Chief Operating Officer shall serve as the administrator of the sick leave pool. You may become a participant in the pool if you submit a written application to the administrator and meet the following criteria:

- a) Have completed 6 months of continuous service with the CVB as a full-time employee.
- b) Have a minimum of 80 hours of PTO accumulated at the time of application.
- c) Be actively at work (not currently on leave).
- d) Have no knowledge of a pre-existing health condition that would result in being unable to work in the future.

Open Enrollment for the sick leave pool takes place in October of each year. Once enrolled, employees must contribute 16 hours to the pool. When 120 hours have been deposited into the sick leave pool, the pool will be activated for use by eligible participating employees. The pool will be considered depleted when less than 120 hours remain on deposit. Once the pool is depleted and unless the employee has withdrawn, an automatic additional contribution of 16 hours will occur.

If a participating employee repeatedly fails to have a sufficient balance in her/his individual PTO account when requested to contribute to the pool, the reasons for the use of PTO by the employee shall be investigated by the administrator for a determination as to whether the employee's membership in the pool should be cancelled. Hours contributed to the pool shall be placed in a single account for use by all members. No contributions for the benefit of a specific individual, illness, or position will be accepted.

Participation in the sick leave pool is at all times voluntary, and a participating employee may withdraw from the pool at any time by giving written notice to the administrator. Upon withdrawal from the pool, an employee shall cease to be entitled to use leave credits from the pool. Any leave contributed to the pool by a participating employee shall be forfeited upon the employee's cancellation of membership in the pool, upon retirement, or upon leaving employment of the CVB.

The administrator shall maintain in a concise and orderly fashion accurate and reliable written records regarding all functions of the sick leave pool; investigate alleged abuse of the sick leave pool; and receive and process applications from CVB employees who elect to participate in the pool and wish to use leave from the pool. When a request for use of pooled leave is submitted by an eligible member of the pool, the administrator shall issue a written decision to approve or deny the request based on the following criteria:

- a) Whether the occurrence leading to the request is considered a catastrophic illness or disability for which leave can be withdrawn. A "catastrophic illness or disability" is an

- employee's extended critical illness, surgery, injury, or disability due to illness or injury.
- b) Whether a valid medical certification accompanied the request to withdraw leave.
 - c) Whether the employee has used all of their accrued PTO.
 - d) Whether the Pool contains enough hours to grant leave to all employees whose requests have been approved. If it does not, then requests will be processed and granted in the order received.

When any participating employee uses 240 hours of leave from the pool in any calendar year due to a continuing illness or disability, the withdrawal of any further hours shall require renewed medical certification and review. No member of the pool shall use more than 480 hours (12 weeks) of leave from the pool in any calendar year.

The CVB may at any time repeal this rule for the purpose of discontinuing the pool. All hours remaining in the pool, at the time of the repeal of this rule, will be apportioned among the remaining members of the pool.

BEREAVEMENT LEAVE

In the event of the death of an immediate family member as defined in this policy, an eligible employee may receive up to three consecutive scheduled workdays of bereavement leave, unless a greater benefit is approved in the CVB's current leave schedule or required by law. Supervisors may request reasonable documentation or may approve the use of other available leave when additional time is needed.

LEAVE WITHOUT PAY

Leave without pay may be granted when paid leave is exhausted, when paid leave is unavailable or inappropriate, or when unpaid leave is otherwise required or approved. Requests should be made in writing whenever practicable and should state the reason, expected duration, and anticipated return-to-work date.

An employee on approved leave without pay does not accrue any paid leave benefits unless required by law or a specific CVB policy states otherwise. Benefit continuation during unpaid leave will be administered in accordance with the applicable plan documents, law, and any employee premium-payment obligations. For employees placed on unpaid leave during an investigation by the CVB, the CVB may require the employee to pay the full premium for any health or other benefits during the period of leave.

Return from leave may be conditioned on fitness-for-duty certification when lawfully required and job-related. Failure to return from leave as scheduled, absent an approved extension or legal protection, may be treated as job abandonment or resignation.

PROTECTED LEAVE AND LEGALLY REQUIRED COORDINATION

Military leave will be administered in accordance with USERRA and applicable state law. To the

extent the CVB is a covered employer and the employee is eligible, Family and Medical Leave Act leave will be administered in accordance with the FMLA. During FMLA leave, sick leave and annual/vacation leave will be utilized until exhausted; the remainder of the FMLA leave will be unpaid.

Leave may also be provided as a reasonable accommodation, under workers' compensation, under the Pregnant Workers Fairness Act, for religious accommodation, or under any other applicable legal requirement. Nothing in this manual limits any legal right to protected leave, military service protections, jury or witness service rights, or legally required leave coordination.

HOLIDAYS

The CVB will publish an annual holiday schedule. The CVB holiday schedule may align with Bay County holidays in whole or in part for operational convenience, but alignment is not automatic and may be adjusted to protect CVB autonomy, visitor-facing operations, or event schedules. Employees are entitled to paid time off for holidays. If a holiday falls during an approved paid leave, leave pay will be issued and not holiday pay. No pay will occur for a holiday occurring during unpaid leave.

When necessary, employees may be asked to work on a holiday. In that case, non-exempt employees will be paid one and one-half times their regular rate of pay for hours actually worked on the holiday. Exempt employees will be paid their normal rate of pay and may request approved flex leave at a later date.

INSURANCE AND OTHER BENEFITS

Eligible employees may participate in group health, dental, life, disability, employee-assistance, retirement, and other benefit programs in accordance with current plan documents and eligibility rules. Official plan documents, carrier policies, enrollment materials, and legal requirements will control the terms of participation. Continuation rights, including COBRA or any other legally required continuation coverage, will be administered according to law.

401(K) PLAN

Eligible employees may participate in the CVB's 401(k) plan after satisfying current plan eligibility requirements. The official plan document controls eligibility, vesting, distributions, and all other plan terms.

EDUCATION ASSISTANCE

Each full-time regular employee with a minimum of five (5) years of employment and a satisfactory job performance is eligible for education-assistance or certification-reimbursement program, subject to budget and administrative approval. The course(s) must be job related to the employee's present job and must enhance the employee's knowledge, skills and abilities relating to official duties which an employee performs. If an employee is eligible for Veterans' (VA) benefits, grants, or

scholarships, these must be utilized instead of the CVB's education reimbursement program. This policy does not apply to situations where an employee is required by the CVB to attend courses, in which case the CVB will pay 100% of the cost.

The President/CEO may establish application forms, approval timelines, eligible coursework standards, reimbursement percentages, and service-commitment agreements. Participants receiving education-assistance or certification-reimbursement must remain in the employ of the CVB for at least one (1) year following course(s) completion. Employees who separate from employment for any reason other than disability within the time period applicable to course(s), certifications, license, or degree shall be required to repay the CVB for all tuition or fee benefits applicable to coursework completed during the affected period, and any related costs associated with the collection of repayment to the CVB. Repayment shall be pro-rated for the remaining period of employment not completed, rounded to the nearest month. Reimbursement may be deducted from final pay in compliance with applicable wage laws.

UNIFORMS AND OTHER PROPERTY

The CVB may provide uniforms, logo apparel, name badges, and other property to employees. Employees must return CVB-owned uniforms, badges, cards, devices, keys, and other property at separation. Failure to return CVB-owned property may result in deduction from final pay in compliance with applicable wage laws.

SERVICE AWARDS AND INCENTIVE PROGRAMS

Longevity awards, service awards, and other recognition programs may be provided by the President/CEO under current administrative guidance and budget authority. These may include, but are not limited to, one-time fixed bonuses upon reaching a threshold of years of service, certificates of appreciation and recognition for years of service or merit, and service awards for employees achieving academic degrees at accredited colleges or universities.

COURT DUTY

Employees summoned for jury duty or subpoenaed as witnesses will receive paid leave. Employees must provide prompt notice and any available supporting documentation. When excused or relieved from such service, the employee shall report for his/her regular employment, provided, however, that at least three hours remain during his/her regular workday. Any fees paid for such service may be retained by the employee.

SECTION VI STAFFING PLAN

AUTHORIZED POSITIONS AND WORKFORCE PLANNING

All positions must be authorized through the CVB's approved staffing and budget process. The Board

approves the staffing structure and position framework reserved to it; the President/CEO administers recruiting and day-to-day staffing decisions within that framework. The CVB may create, revise, combine, or eliminate positions based on mission, workload, budget, internal controls, technology, compliance, or strategic priorities, subject to any board-reserved approvals.

RECRUITMENT AND SELECTION

The CVB will recruit and select employees based on job-related qualifications, business need, organizational fit, and lawful selection criteria. The CVB may post openings internally, externally, or both, and may use structured interviews, work samples, reference checks, writing samples, presentations, or other lawful assessment tools. Selection decisions should be documented sufficiently to show the business basis for the decision. The CVB encourages internal advancement when qualifications, performance, and business needs support promotion from within, but internal candidates are not automatically entitled to selection.

PRE-EMPLOYMENT REQUIREMENTS

- a) Completion of a truthful employment application and any supplemental forms requested by the CVB.
- b) Verification of identity and employment authorization using Form I-9 and supporting documentation as required by law.
- c) Reference checks, education or certification verification, driving-record checks, criminal-background screening, credit-related or other consumer reports where job-related and lawful, and any post-offer medical or fitness requirements permitted by law.
- d) Execution of confidentiality, cardholder, technology-use, conflict-disclosure, or repayment agreements when required for the position.

BACKGROUND CHECKS AND INDIVIDUALIZED REVIEW

When the CVB uses a third-party consumer-reporting agency for employment screening, it will provide the disclosures, authorizations, notices, and adverse-action process required by applicable law. Screening will ordinarily occur after a conditional offer unless the law for a specific position requires a different sequence.

Criminal-history information, when considered, should be evaluated in a manner reasonably related to the duties of the position, the nature of the conduct, the time that has passed, the circumstances of the position, and any information the applicant or employee provides. The CVB does not use blanket exclusions when a more tailored and lawful review is appropriate.

PROBATIONARY PERIOD

New employees are ordinarily subject to a 90-day probationary period unless a different period is stated in the offer letter or approved by the President/CEO. The probationary period is an introductory period for evaluation and orientation; satisfactory completion does not alter at-will status.

PROMOTIONS, TRANSFERS, AND ADDITIONS TO STAFF

Promotions and transfers are based on job-related criteria, performance, readiness, and organizational need. The CVB may establish application, interview, and approval procedures for internal postings, acting assignments, reclassifications, and position additions. When new positions are approved, current employees may be encouraged to apply. Selection for a newly created position does not automatically entitle an employee to back pay, title changes, or other status changes before formal approval.

REDUCTION IN FORCE

If a reduction in force becomes necessary, the CVB may consider business needs, skills, performance, documented disciplinary history, attendance, versatility, certifications, seniority, and other job-related factors. The CVB may offer reassignment, posting priority, or severance arrangements only if approved by the President/CEO. Nothing in this section limits the CVB's right to reorganize lawfully.

VENDOR AND SUBCONTRACTOR SCREENING

Vendors, contractors, temporary labor providers, consultants, and subcontractors with access to CVB funds, purchasing channels, systems, records, confidential data, payment-card environments, or unsupervised access to facilities may be required to meet screening, insurance, confidentiality, cybersecurity, and training requirements as determined by the CVB. Employees engaging such vendors must route requests through approved procurement and contract channels.

SECTION VII CORRECTIVE ACTION AND SEPARATION OF EMPLOYMENT

GENERAL PRINCIPLES

If an employee engages in misconduct which violates policies of the CVB, and/or is detrimental to the working atmosphere which the CVB wishes to provide for its employees and citizens, then disciplinary action may be imposed. The CVB may use coaching, counseling, written warnings, performance-improvement plans, suspension, administrative leave, demotion, reassignment, final warning, or termination to address misconduct, performance problems, policy violations, or operational needs. The level of action depends on the circumstances.

The CVB generally prefers progressive corrective action when appropriate but reserves the right to skip steps or proceed directly to termination based on the seriousness of the conduct, the employee's history, legal risk, safety, dishonesty, misuse of funds, or other aggravating circumstances.

ADMINISTRATIVE LEAVE AND INVESTIGATIONS

The CVB may place an employee on paid or unpaid administrative leave pending investigation, to protect the workplace, preserve records, reduce risk, or allow a fair review of allegations. Administrative leave is not a finding of wrongdoing. Employees on administrative leave must remain available, comply with instructions, protect records, and refrain from interfering with the investigation.

EXAMPLES OF SERIOUS MISCONDUCT

All violations of these policies or the law are taken seriously and may warrant discipline under the progressive discipline model adopted by the CVB. However, certain serious misconduct will never be tolerated and may result in immediate termination, referral to law enforcement, or both, including but not limited to:

- a) Fraud, theft, embezzlement, kickbacks, misuse of purchasing cards, falsified receipts, or intentional misuse of CVB, grant, contract, or public funds.
- b) Intentional falsification of time, leave, employment, payroll, personnel, procurement, contract, or public records.
- c) Discrimination, harassment, retaliation, threats, violence, or serious breach of safety or security rules.
- d) Unauthorized disclosure of confidential information or destruction, concealment, or alteration of records.
- e) Gross insubordination, repeated policy violations, or conduct that materially undermines the employee's ability to perform the job or the CVB's ability to trust the employee.

RESIGNATION, JOB ABANDONMENT, AND FINAL OBLIGATIONS

Employees are encouraged to provide written notice of resignation. Failure to report to work for three consecutive scheduled workdays without notice or approval will be treated as job abandonment or voluntary resignation unless the CVB determines a different treatment is warranted.

Separating employees must return all CVB property, including cards, devices, keys, documents, records, passwords, files, and confidential information, and must cooperate in exit procedures. Final pay, accrued leave payout if any, expense reimbursement, and benefit transition will be administered in accordance with policy, law, and any lawful written obligations.

SECTION VIII EMPLOYEE COMPLAINTS AND GRIEVANCES

OPEN-DOOR PROCESS

The CVB encourages employees to raise workplace concerns promptly and respectfully. Employees may use the ordinary supervisory chain, HR/Administration, the President/CEO, or any specialized

reporting channel described in this manual depending on the nature of the issue.

ROUTINE GRIEVANCE PROCESS

Routine grievances involving day-to-day workplace matters, application of a written policy, or non-termination discipline ordinarily should be raised first with the immediate supervisor within five working days after the event giving rise to the concern, unless there is a reasonable basis to bypass that supervisor. If the matter is not resolved, the employee may elevate the grievance to the department head or the Director of Administration/HR, and then to the President/CEO or the President/CEO's designee. The CVB may require grievances to be reduced to writing at any stage.

The routine grievance process is not intended to create a right to Board review of ordinary workplace disputes. Hiring decisions, promotion decisions, performance evaluations, classification decisions, compensation decisions, layoffs, discretionary management decisions, and termination decisions are not subject to routine grievance appeal unless the employee alleges a specific violation of law, retaliation, or a board-adopted mandatory procedure.

BOARD-LEVEL REVIEW

Board-level review is reserved for matters involving the President/CEO, board-reserved decisions, complaints requiring independent oversight, allegations of misuse of funds or major compliance failures involving senior leadership, or interpretation of board-adopted policy when the Board determines review is appropriate. The Board may assign such matters to the Board Chair, a designated committee, outside investigator, or legal counsel. Nothing in this grievance process limits any right to make a protected complaint to a governmental agency, auditor, law-enforcement body, or other lawful reporting channel.

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that I have received or been provided access to the Personnel Policies and Employment Manual of Panama City Beach Convention & Visitors Bureau, Inc. d/b/a Visit Panama City Beach. I understand that it is my responsibility to read, familiarize myself with, and comply with the policies and procedures contained in the manual, as amended from time to time.

I understand that this manual is not a contract of employment and does not alter the at-will nature of employment unless a written employment agreement approved by the Board expressly states otherwise. I understand that the CVB may interpret, amend, suspend, or discontinue policies consistent with law and board authority.

Employee name (print): _____

Employee signature: _____ Date: _____

Witness / HR representative: _____ Date: _____



Panama City Beach Tourist Development Council/Convention and Visitors Bureau, Inc.
Agenda Item Summary

Approval of Payment of American Express Account Balances

- Tourist Development Council
- Panama City Beach Convention and Visitors Bureau, Inc.

DEPARTMENT MAKING REQUEST/NAME:

Panama City Beach CVB
Griff Griffiths, President/CEO

MEETING DATE:

June 9, 2026

REQUESTED MOTION/ACTION:

Approve and authorize payment to American Express of the outstanding CVB American Express account balances reflected in the May 29, 2026 statements, not to exceed \$489,148.85, plus any additional undisputed delinquency charges, interest, fees, or payoff adjustments accrued through the date of payment, subject to verification of the current payoff amount by the President/CEO, finance staff, and the CVB Attorney. Approval is made without ratifying any underlying personal charges and without waiving the CVB's claims against former Vice President of Administration Aaron Lee, any insurance or fidelity claim, criminal restitution rights, or any transaction-specific billing dispute rights and instructing the CVB Attorney to dispute and negotiate any disputed payments.

AGENDA

Consent Agenda

BUDGETED ITEM? No

BUDGET ACTION:

Authorize payment from non-tourist development tax fund, subject to current payoff verification and negotiation

BACKGROUND:

The CVB has identified substantial American Express charges associated with former Vice President of Administration Aaron Lee that the CVB alleges were personal, illegitimate, and unrelated to CVB business. Payment of the American Express balance is not an approval or ratification of those charges.

The American Express accounts are cancelled, and the May 29, 2026, statements show payment due by June 13, 2026, with delinquency charges already assessed. The supplied statements reflect balances of \$244,596.91, \$244,380.94, and \$171.00, for a total statement balance of \$489,148.85. Staff will verify the current payoff before payment.

At the account level, the charges remain obligations owed to American Express because they were incurred through cards associated with the CVB account. Prompt payment mitigates further delinquency charges, collection risk, credit harm, and operational disruption while preserving the CVB's claims against Mr. Lee and any available insurer. The staff requests authority to dispute and negotiate further additional reductions in the outstanding balance based upon negotiation and settlement with American Express.

The President/CEO has requested payment from non-tourist development tax revenues, and the CVB Attorney has advised that payment is legally appropriate within the President/CEO's authority. Because the Bay County Clerk of Court has declined to process the payment without Board approval, staff requests Board authorization to resolve the payment-processing issue and preserve the CVB's recovery position

ATTACHMENTS:

<u>Description</u>	<u>Type</u>
American Express Statements dated May 29, 2026	Backup



**Corporate Card
Statement of Account**

**Sign-up For
Online Statements**

www.americanexpress.com/gopaperless

Prepared For
**DANIEL J. ROWE
PANAMA CITY BEACH CV**

Account Number
XXXX-XXXXX7-91005

Closing Date
05/29/26

Page 1 of 3

Previous Balance \$	New Charges \$	Other Debits \$	Payments \$	Other Credits \$	Balance Due \$	Please Pay By 06/13/26
237,286.09	0.00	7,094.85	0.00	0.00	244,380.94	For important information regarding your account refer to page 2.

Account cancelled. Return all charge cards. Pay balance by 06/13/26 and avoid further delinquency charge.

To manage your Account online or to pay your bill, please visit us at corp.americanexpress.com. For additional contact information, please see the reverse side of this page.

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Do not staple or use paper clips
Payment Coupon

Account Number 3787-500527-91005

**DANIEL J. ROWE
PANAMA CITY BEACH CV
17001 PANAMA CITY BEACH PKWY
PANAMA CITY BEACH FL 32413**

**Please Pay By
06/13/26** Payable upon receipt in U.S. Dollars.

**Amount Due
\$244,380.94** Enter 15 digit account number on all payments. Checks or drafts must be drawn against banks located in the U.S.

Mail Payment to:

See reverse side for instructions on how to update your address, phone number, or email.

**AMERICAN EXPRESS
PO BOX 6031
CAROL STREAM IL 60197-6031**
|||||

0000378750052791005 024438094000000000 2944

Prepared For
DANIEL J. ROWE
PANAMA CITY BEACH CV

Account Number
XXXX-XXXXX7-91005

Page 2 of 3

Payments: Your American Express® Corporate Card statement is payable in full upon receipt. Payments received after 5:00pm may not be credited until the next day. Payments must be sent to the payment address shown on your statement and must include the remittance coupon from your statement. Payments must be made in US currency, with a single draft or check drawn on a US bank and payable in US dollars or with a single negotiable instrument payable in US dollars and clearable through the US banking system, or through an electronic payment method clearable through the US banking system. Your Account number must be included on or with all payments. If payment does not conform to these requirements, crediting may be delayed and additional Charges may be imposed. If we accept payment made in a foreign currency, we will choose a conversion rate that is acceptable to us to convert your remittance into US currency, unless a particular rate is required by law. Please do not send post-dated checks. They will be deposited upon receipt. Our acceptance of any payment marked with a restrictive legend will not operate as an accord or satisfaction without our express prior written approval.

Authorization for Electronic Debit: We will process checks electronically, at first presentment and any re-presentments, by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. By submitting a check for payment, you authorize us to initiate an electronic debit from your bank or asset account. When we process your check electronically, your payment may be debited to the bank or asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your bank or asset account statement. If we cannot collect the funds electronically we may issue a draft against the bank or asset account for the amount of the check. If you currently send in an individual payment for expenses on the Corporate Card, please note that you are eligible to pay your bill online.

Authorization for Electronic Payments: By using Pay By Computer, Pay By Phone or any other electronic payment service of ours, you will be authorizing us to initiate an electron debit to the financial account you specify in the amount you request. Payments received after 5:00pm may not be credited until the next day.

Transactions Made in Foreign Currencies: If you incur a Charge in a foreign currency, it will be converted into US dollars on the date it is processed by us or our agents. Unless a particular rate is required by applicable law, we will choose a conversion rate that is acceptable to us for that date. Currently the conversion rate that we use for a Charge in a foreign currency is no greater than (a) the highest official conversion rate published by a government agency, or (b) the highest Interbank conversion rate identified by us from customary banking sources, on the conversion date or the prior business day, in each instance increased by 2.5%. This conversion rate may differ from rates in effect on the date of your Charge. Charges converted by establishments (such as airlines) will be billed at the rates such establishments use.

In Case of Errors or Questions About Your Bill: If you think your bill is incorrect, or if you need more information about a transaction on your bill, please call 1-800-528-2122 or the number on the back of your Card. You can also write us on a separate sheet of paper at the Customer Service address noted to the right. Requests for refunds of credit balances (designated "CR") should be made by calling us at 1-800-528-2122 or the number on the back of your Card. Billing disputes can also be initiated online. This applies to Corporate Cards only, not Cards issued under the Corporate Defined Express Program.

In Case of Errors or Questions About Electronic Transfers: Please contact us by calling 1-800-IPAY-AXP for Pay By Phone, Pay By Computer issues and automatic payment issues.

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For all further inquiries or to pay by phone, please call the number on the back of your Card.

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International Collect:
1-336-393-1111

Hearing Impaired Services:
Dial Relay 711 and
1-800-528-2122

Large Print and Braille Statements:
1-800-528-2122



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- Via Mobile device
- Voice automated: call the number on the back of your card
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care

Please do not add any written communication or address change on this stub.



Prepared For
DANIEL J. ROWE
PANAMA CITY BEACH CV

Account Number
 XXXX-XXXXX7-91005

Closing Date
 05/29/26

Activity Date reflects either transaction or posting date

Card Number XXXX-XXXXX7-91005		<i>Reference Code</i>	Amount \$
05/29/26	DELINQUENCY CHARGE ON 237,286.09		7,094.85
Total for DANIEL J. ROWE		New Charges/Other Debits	7,094.85
		Payments/Other Credits	0.00



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**DANIEL J. ROWE
PANAMA CITY BEACH CV**

Account Number
XXXX-XXXXXX7-91001

Closing Date
05/29/26

Page 1 of 3

Previous Balance \$	New Charges \$	Other Debits \$	Payments \$	Other Credits \$	Balance Due \$	Please Pay By 06/13/26
237,495.79	0.00	7,101.12	0.00	0.00	244,596.91	For important information regarding your account refer to page 2.

Account cancelled. Return all charge cards. Pay balance by 06/13/26 and avoid further delinquency charge.

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Payment Coupon

Account Number 3787-500567-91001

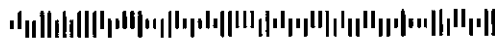
**DANIEL J. ROWE
PANAMA CITY BEACH CV
17001PANAMACTYBCHPKW
PANAMA CITY BEACH FL 32413**

Please Pay By Payable upon receipt in U.S.
06/13/26 Dollars.

Amount Due Enter 15 digit account
\$244,596.91 number on all payments.
Checks or drafts must be drawn against banks located in the U.S.

Mail Payment to:

See reverse side for instructions on how to update your address, phone number, or email.



**AMERICAN EXPRESS
PO BOX 6031
CAROL STREAM IL 60197-6031**

0000378750056791001 024459691000000000 29HH

Payments: Your American Express® Corporate Card statement is payable in full upon receipt. Payments received after 5:00pm may not be credited until the next day. Payments must be sent to the payment address shown on your statement and must include the remittance coupon from your statement. Payments must be made in US currency, with a single draft or check drawn on a US bank and payable in US dollars or with a single negotiable instrument payable in US dollars and clearable through the US banking system, or through an electronic payment method clearable through the US banking system. Your Account number must be included on or with all payments. If payment does not conform to these requirements, crediting may be delayed and additional Charges may be imposed. If we accept payment made in a foreign currency, we will choose a conversion rate that is acceptable to us to convert your remittance into US currency, unless a particular rate is required by law. Please do not send post-dated checks. They will be deposited upon receipt. Our acceptance of any payment marked with a restrictive legend will not operate as an accord or satisfaction without our express prior written approval.

Authorization for Electronic Debit: We will process checks electronically, at first presentment and any re-presentments, by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. By submitting a check for payment, you authorize us to initiate an electronic debit from your bank or asset account. When we process your check electronically, your payment may be debited to the bank or asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your bank or asset account statement. If we cannot collect the funds electronically we may issue a draft against the bank or asset account for the amount of the check. If you currently send in an individual payment for expenses on the Corporate Card, please note that you are eligible to pay your bill online.

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Dial Relay 711 and
1-800-528-2122

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- Via Mobile device
- Voice automated: call the number on the back of your card
- For Name, Company Name, and Foreign Address or Phone changes, please call Customer Care

Please do not add any written communication or address change on this stub.



Prepared For
DANIEL J. ROWE
PANAMA CITY BEACH CV

Account Number
XXXX-XXXXX7-91001

Closing Date
05/29/26

Page 3 of 3

Activity

Date reflects either transaction or posting date

Card Number XXXX-XXXXX7-91001		<i>Reference Code</i>	Amount \$
05/29/26	DELINQUENCY CHARGE ON 237,495.79		7,101.12
Total for DANIEL J. ROWE		New Charges/Other Debits	7,101.12
		Payments/Other Credits	0.00



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Prepared For
CORPMEMRWDS
PANAMA CITY BEACH CO

Account Number
XXXX-XXXXX0-51005

Closing Date
05/29/26

Page 1 of 3

Previous Balance \$	New Charges \$	Other Debits \$	Payments \$	Other Credits \$	Balance Due \$	Please Pay By 06/13/26
132.00	0.00	39.00	0.00	0.00	171.00	For important information regarding your account refer to page 2.

Account cancelled. Return all charge cards. Pay balance by 06/13/26 and avoid further delinquency charge.

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Payment Coupon

Account Number XXXX-XXXXX0-51005


CORPMEMRWDS
PANAMA CITY BEACH CO
17001PANAMACTYBCHPKW
PANAMA CITY BEACH FL 32413

Please Pay By
06/13/26 Payable upon receipt in U.S. Dollars.

Amount Due
\$171.00 Enter 15 digit account number on all payments. Checks or drafts must be drawn against banks located in the U.S.

Mail Payment to:

See reverse side for instructions on how to update your address, phone number, or email.


AMERICAN EXPRESS
PO BOX 6031
CAROL STREAM IL 60197-6031

0000349992756889539 000017100000000000 29HH

Payments: Your American Express® Corporate Card statement is payable in full upon receipt. Payments received after 5:00pm may not be credited until the next day. Payments must be sent to the payment address shown on your statement and must include the remittance coupon from your statement. Payments must be made in US currency, with a single draft or check drawn on a US bank and payable in US dollars or with a single negotiable instrument payable in US dollars and clearable through the US banking system, or through an electronic payment method clearable through the US banking system. Your Account number must be included on or with all payments. If payment does not conform to these requirements, crediting may be delayed and additional Charges may be imposed. If we accept payment made in a foreign currency, we will choose a conversion rate that is acceptable to us to convert your remittance into US currency, unless a particular rate is required by law. Please do not send post-dated checks. They will be deposited upon receipt. Our acceptance of any payment marked with a restrictive legend will not operate as an accord or satisfaction without our express prior written approval.

Authorization for Electronic Debit: We will process checks electronically, at first presentment and any re-presentments, by transmitting the amount of the check, routing number, account number and check serial number to your financial institution, unless the check is not processable electronically or a less costly process is available. By submitting a check for payment, you authorize us to initiate an electronic debit from your bank or asset account. When we process your check electronically, your payment may be debited to the bank or asset account as soon as the same day we receive your check, and you will not receive that cancelled check with your bank or asset account statement. If we cannot collect the funds electronically we may issue a draft against the bank or asset account for the amount of the check. If you currently send in an individual payment for expenses on the Corporate Card, please note that you are eligible to pay your bill online.

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Prepared For
CORPMEMRWDS
PANAMA CITY BEACH CO

Account Number
XXXX-XXXXX0-51005

Closing Date
05/29/26

Activity

Date reflects either transaction or posting date

Card Number XXXX-XXXXX0-51005		Reference Code	Amount \$
05/29/26	DELINQUENCY CHARGE ON	132.00	39.00
Total for CORPMEMRWDS		New Charges/Other Debits	39.00
		Payments/Other Credits	0.00



Panama City Beach Tourist Development Council/Convention and Visitors Bureau, Inc.
Agenda Item Summary

Approval of Resolution 26-03

- Tourist Development Council
 Panama City Beach Convention and Visitors Bureau, Inc.

DEPARTMENT MAKING REQUEST/NAME:

Panama City Beach CVB
Griff Griffiths, President/CEO

MEETING DATE:

June 9, 2026

REQUESTED MOTION/ACTION:

Approve Resolution 26-03 intended to restore clear lines of responsibility for the financial management of the Panama City Beach Convention and Visitors Bureau, Inc.

AGENDA

Action Item

BUDGETED ITEM? N/A

BUDGET ACTION: N/A

Click or tap here to enter text.

BACKGROUND:

Resolution No. 26-01 was adopted in good faith following serious financial-control concerns. Its purpose was to strengthen safeguards, restore public confidence, and provide additional oversight during a sensitive period.

Since that time, however, practical experience has shown that placing the Clerk in direct financial management roles has created operational challenges for the CVB. The resolution finds that the current structure has blurred the distinction between external review and internal management, and that public accountability is better served by a clearer governance model.

Resolution No. 26-03 would take the following high-level actions:

1. Repeal Resolution No. 26-01. Effective July 1, 2026, the prior resolution granting broad financial management authority to the Clerk would be repealed.
2. Remove the Clerk from CVB financial management roles. The resolution directs the removal of the Clerk and Clerk personnel from CVB bank signatory authority, online banking credentials, payment authorization functions, accounting systems, payroll systems,

procurement approvals, vendor-payment platforms, and similar day-to-day financial-control roles, except where a specific role is required by law or expressly authorized by contract.

3. Restore day-to-day financial management to the CVB. The CVB's accounting, budgeting, payroll, payables, receivables, procurement support, financial reporting, audit preparation, and related financial functions would be managed under the authority of the President/CEO, subject to Board oversight, the adopted budget, the Program of Work, applicable law, and written internal controls.

4. Preserve lawful audit and review rights. The resolution expressly preserves the County's and Clerk's rights under the applicable agreement, including invoice documentation, review of questioned items, independent annual audit requirements, and post-audit access to CVB books and records upon reasonable notice and at reasonable times.

5. Direct a professional transition plan. The President/CEO and CVB Attorney are directed to take the steps necessary to ensure the CVB can either perform these financial functions internally through qualified personnel or procure qualified outside professionals, such as accountants, payroll providers, financial software providers, bookkeeping firms, or fractional controller/CFO services.

Resolution No. 26-03 does not remove public accountability. It does not eliminate audits. It does not prevent the County or Clerk from exercising lawful rights under the governing agreement. Instead, the resolution clarifies that audit and review functions should remain audit and review functions, while daily business administration should be handled by the CVB through its Board, President/CEO, qualified staff, and qualified professional service providers.

The resolution continues to emphasize transparency, professional financial management, and strong internal controls. It directs the use of documented approvals, segregation of duties, dual control for appropriate payments, monthly bank reconciliations, secure payment credentials, and periodic financial reporting to the Board.

The goal is not to reduce oversight. The goal is to make oversight more effective by restoring a structure in which management manages, auditors audit, and the Board retains clear governance responsibility.

Click or tap here to enter text.

ATTACHMENTS:

Description	Type
Resolution 26-03	

RESOLUTION NO. 26-03

A RESOLUTION OF THE PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC., REPEALING RESOLUTION NO. 26-01; WITHDRAWING PRIOR AUTHORIZATION FOR THE BAY COUNTY CLERK OF THE COURT TO OVERSEE OR MANAGE THE CVB'S ACCOUNTING AND FINANCIAL MANAGEMENT OPERATIONS; DIRECTING REMOVAL OF THE CLERK FROM CVB FINANCIAL MANAGEMENT ROLES, BANK SIGNATORY AUTHORITY, ONLINE BANKING CREDENTIALS, AND PAYMENT AUTHORIZATION FUNCTIONS EXCEPT AS EXPRESSLY REQUIRED BY CONTRACT; DIRECTING THE PRESIDENT/CEO TO IMPLEMENT AN ORDERLY TRANSITION TO INTERNAL OR EXTERNALLY PROCURED FINANCIAL MANAGEMENT SERVICES; PRESERVING LAWFUL AUDIT AND CONTRACT REVIEW RIGHTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Panama City Beach Convention and Visitors Bureau, Inc. (the "CVB") is a Florida not-for-profit corporation and tax-exempt organization that provides destination marketing, tourism promotion, and related services for the Panama City Beach Tourist Development Tax District under an independent agreement with the Board of County Commissioners of Bay County, Florida (the "County"); and

WHEREAS, the CVB is entrusted with the careful and lawful use of tourist development tax revenues and related public funds for the public purposes authorized by law, the CVB's governing documents, the County-approved Program of Work, and the Agreement for Marketing and Promotional Services between the County and the CVB, as amended and restated from time to time (the "Agreement"); and

WHEREAS, the Agreement recognizes the CVB as a separate legal entity and confirms the County's confidence in the CVB to select the means and methods by which tourism marketing and promotional services are performed, while maintaining transparency, public confidence, and appropriate financial accountability; and

WHEREAS, under Chapter 617, Florida Statutes, and the CVB's Articles of Incorporation and Bylaws, the CVB's corporate powers, property, affairs, business, and operations are managed by or under the direction of the CVB Board of Directors (the "Board"), acting through the CVB's officers, employees, and agents consistent with the Board's policies and directives; and

WHEREAS, the Board recognizes and respects the constitutional and statutory duties of the Bay County Clerk of the Circuit Court and Comptroller (the "Clerk") with respect to County funds, including the Clerk's role as ex officio clerk of the Board of County Commissioners, auditor, recorder, and custodian of County funds under Article VIII, Section 1(d), Florida Constitution, Article V, Section 16, Florida Constitution, and Section 28.12, Florida Statutes; and

WHEREAS, the Board further recognizes that the Clerk's contractual rights expressly provided by the Agreement, are materially different from day-to-day

management of the CVB's accounting operations, banking access, vendor-payment processes, payroll systems, financial staff, procurement administration, and programmatic decision-making; and

WHEREAS, on or about January 13, 2026, the Board adopted Resolution No. 26-01, which authorized the Clerk to assume responsibility for the CVB's accounting and financial management operations, designated the Clerk as a final oversight authority for CVB expenditures, and made the Clerk and the Board Chair, or the Vice Chair in the Chair's absence or unavailability, the only authorized signatories on CVB bank and financial accounts; and

WHEREAS, Resolution No. 26-01 was adopted in good faith to strengthen financial controls and restore public confidence after serious financial-control concerns, but practical experience under that Resolution has demonstrated that the arrangement has not achieved the anticipated operational balance; and

WHEREAS, the Board finds that continued placement of the Clerk in CVB financial management roles has created operational hardship, delayed or complicated ordinary financial administration, and blurred the proper line between the Clerk's audit or review role and the CVB's own corporate management responsibilities; and

WHEREAS, the Agreement provides a framework for documentation, invoice review, an imprest account for payroll-related items if established, independent annual auditing, and cooperation with the Clerk for post-audit access upon reasonable notice and at reasonable times, but the Agreement does not appoint the Clerk as the CVB's chief financial officer, treasurer, finance director, accounting department, procurement officer, bank signatory, payment administrator, or business manager; and

WHEREAS, the Board finds that public accountability will be better served by restoring a clear separation between (i) the CVB's responsibility to manage its own finances with professional care, robust internal controls, and Board oversight, and (ii) the County's and Clerk's lawful review, audit, and contract-administration functions; and

WHEREAS, the Board desires to repeal Resolution No. 26-01, withdraw the CVB's voluntary authorization for the Clerk to manage or control CVB financial operations, and direct an orderly transition to a financial management structure performed internally by qualified CVB personnel, externally by qualified professionals or firms, or through an appropriate combination of both; and

WHEREAS, the Board desires that the operative date for the repeal and removal provisions be July 1, 2026, to allow a smooth, orderly, and professional transition without disrupting the CVB's ability to carry out its Program of Work and contractual obligations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Panama City Beach Convention and Visitors Bureau, Inc., that:

Section 1. Recitals Adopted. The foregoing recitals are true and correct, are incorporated into this Resolution, and constitute legislative and corporate findings of the Board.

Section 2. Repeal of Resolution No. 26-01. Effective at 12:01 a.m. on July 1, 2026, Resolution No. 26-01 is repealed in its entirety and shall have no further force or

effect. To the extent within the CVB's authority, all approvals, delegations, directives, policies, procedures, account documents, bank resolutions, payment authorizations, and internal practices adopted, issued, or maintained pursuant to Resolution No. 26-01 are rescinded or superseded to the extent inconsistent with this Resolution.

Section 3. Withdrawal of Voluntary Financial Management Authority. Effective at 12:01 a.m. on July 1, 2026, the CVB withdraws and terminates any voluntary authority, consent, delegation, designation, or approval previously granted by the CVB to the Clerk, or to any employee, deputy, contractor, agent, or designee of the Clerk, to:

- a. assume responsibility for, manage, direct, or control the CVB's accounting or financial management operations;
- b. serve as final oversight authority for CVB expenditures or substitute the Clerk's judgment for the policy judgment of the Board or the programmatic and operational discretion of the President/CEO and CVB management;
- c. initiate, pre-approve, process, authorize, release, or control payment of CVB expenditures, except to the extent expressly required by applicable law or expressly provided in the Agreement;
- d. control or administer CVB bank accounts, online banking systems, ACH or wire-transfer capabilities, check stock, positive pay systems, purchasing cards, vendor-payment platforms, payroll platforms, accounting software, general ledgers, procurement workflows, or finance staff; or
- e. act as a CVB officer, employee, fiscal agent, treasurer, finance director, controller, chief financial officer, purchasing agent, bank signatory, or payment administrator.

Section 4. Removal from Accounts, Credentials, and Financial Systems. The President/CEO is directed, in consultation with the CVB Attorney, to take all steps necessary or advisable to remove the Clerk and Clerk personnel, effective July 1, 2026, from all CVB financial management positions, bank and depository account authority, signature cards, bank resolutions, online banking credentials, ACH and wire approvals, check-signing authority, accounting and payroll software permissions, vendor-payment platforms, purchasing-card administration, procurement approvals, and other payment or financial-control functions, except to the extent a specific role is expressly required by applicable law or expressly authorized by the Agreement. The President/CEO is further directed to obtain written confirmation of such removal from each affected financial institution, software provider, payroll provider, accounting platform, and other affected vendor or service provider when reasonably practicable.

Section 5. Preservation of Lawful Audit and Contract Review Rights. Nothing in this Resolution shall be construed to impair, diminish, or waive any right or duty of the County or the Clerk that is expressly provided by the Agreement. Without limiting the foregoing, the CVB shall continue to comply with applicable invoice documentation requirements, cooperate with contractually authorized requests for additional information concerning invoice items, refrain from paying questioned items with County funds until such questions are resolved as required by the Agreement, cause its books and records to be audited by an independent certified public accountant as required by the Agreement,

and cooperate with the Clerk for post-audit access to CVB books and records upon reasonable notice and at reasonable times as provided in the Agreement.

Section 6. Restoration of CVB Financial Management Responsibility. Effective July 1, 2026, day-to-day administration of the CVB's accounting, budgeting, payroll, payables, receivables, procurement support, contract-payment administration, bank reconciliations, financial reporting, audit preparation, and related financial functions shall be performed under the authority of the President/CEO, subject to Board oversight, the CVB's adopted budget and Program of Work, the Agreement, the CVB's governing documents, applicable law, and written internal financial controls. The President/CEO is authorized to assign ministerial duties to qualified CVB employees and to recommend for Board approval such contracts, policies, staff positions, budget amendments, and bank documents as may be necessary to implement this Resolution.

Section 7. Authorized Signatories and Internal Controls. Effective July 1, 2026, the Clerk and Clerk personnel shall not be authorized signatories on any CVB bank or financial account and shall not hold online banking credentials for any CVB account. Unless the Board approves a separate depository or bank resolution, the authorized signatories for CVB bank and financial accounts shall be the President/CEO, the Chair, the Vice Chair, the Secretary/Treasurer, and any additional CVB officer or employee specifically approved by the Board. All disbursements shall be subject to written internal controls that provide for segregation of duties, documented approval, dual control for checks, ACH payments, wires, and other electronic disbursements, as appropriate, monthly bank reconciliations, protection of check stock and payment credentials, and periodic financial reporting to the Board.

Section 8. Direction to Procure External Services or Perform Services Internally. The President/CEO and CVB Attorney are directed to take all necessary and advisable steps to ensure that, on and after July 1, 2026, the CVB can procure externally or perform internally all services and functions necessary to manage the CVB's finances with the utmost care, professionalism, transparency, and operational competence. Such steps shall include, as appropriate and subject to Board-approved budget authority and applicable procurement requirements:

- a. identifying each accounting, banking, payroll, procurement, reporting, payment, reconciliation, compliance, audit-support, and financial-control function currently performed, controlled, or affected by the Clerk or Clerk personnel;
- b. determining which functions should be performed by qualified CVB employees and which should be procured from qualified external professionals, including certified public accountants, bookkeeping firms, payroll processors, fractional controller or chief financial officer providers, financial software providers, and other specialized service providers;
- c. preparing and issuing requests for proposals, requests for qualifications, scopes of work, engagement letters, purchase orders, or other procurement documents necessary to obtain external services, and presenting any contracts requiring Board approval to the Board for consideration;

- d. preparing or updating written financial policies and standard operating procedures addressing approvals, procurement, vendor onboarding, contract payment, credit cards, travel and expense reimbursement, ACH and wire transfers, check controls, payroll controls, grant or restricted-fund accounting, budget amendments, bank reconciliations, fraud reporting, document retention, and audit preparation;

Section 9. Repealer and Supersession. All prior resolutions, policies, procedures, bank documents, internal directives, or other actions of the CVB are repealed, rescinded, or superseded to the extent they conflict with this Resolution. This Resolution shall not supersede the Agreement except to the extent the CVB is withdrawing voluntary authority previously granted by the CVB that is not required by the Agreement or applicable law.

Section 10. Severability. If any section, subsection, sentence, clause, phrase, or provision of this Resolution is held invalid or unenforceable by a court or other tribunal of competent jurisdiction, such invalidity shall not affect the remaining provisions of this Resolution, which shall remain in full force and effect to the fullest extent permitted by law.

Section 11. Effective Dates. This Resolution shall become effective on July 1, 2026.

DULY ADOPTED by the Panama City Beach Convention and Visitors Bureau, Inc. Board of Directors at a duly noticed public meeting on _____, 2026.

**PANAMA CITY BEACH CONVENTION
AND VISITORS BUREAU, INC.**

By: _____
Reggie Johns, Chair

ATTEST:

Jeff DiBenedictis, Secretary/Treasurer

Approved as to form:



**Panama City Beach Tourist Development
Council/Convention and Visitors Bureau, Inc.
Agenda Item Summary**

Approval of Proposal for Beach Access Signs #61-66;68-71

- Tourist Development Council
 Panama City Beach Convention and Visitors Bureau, Inc.

DEPARTMENT MAKING REQUEST/NAME:

Panama City Beach CVB
 Griff Griffiths, President/CEO

MEETING DATE:

June 9, 2026

REQUESTED MOTION/ACTION:

Approve and ratify the President/CEO's approval and execution of the proposal from OPA Signs and Graphics for the fabrication and installation of 10 custom beach access signs for Beach Access Nos. 61 through 66 and 68 through 71, together with related warning signs and brackets, in the total proposal amount of \$129,602.24 and to authorize the President/CEO and staff to take all actions necessary to complete the project in accordance with the CVB Procurement Policy.

AGENDA

Action Item

BUDGETED ITEM? No

BUDGET ACTION

Approval of an unbudgeted expenditure in the amount of \$129,602.24 from available funds.
 Click or tap here to enter text.

BACKGROUND:

In accordance with the Board's prior direction, the CVB is reconstructing and replacing all of beach access signs throughout Panama City Beach. This request concerns the next package of replacement signs for Beach Access Nos. 61 through 66 and 68 through 71. These signs are public-facing visitor infrastructure and support beach access identification, wayfinding, safety messaging, and the continued presentation of a consistent destination experience along the beach corridor.

OPA Signs and Graphics previously completed fabrication and installation of the signs for Beach Accesses 41-50 with satisfactory results. At direction of the prior President/CEO, OPA submitted Proposal No. 260143-04 for the fabrication of 10 additional signs at Beach Accesses #61-66 and 68-71. The proposal includes a total project amount of \$129,602.24. The proposal requires a 50% deposit of \$64,801.12 to begin production, with the remaining balance due upon invoice and customer approval.

The attached proposal indicates an estimated production period of four weeks from deposit, plus an additional two-week allowance for installation. The proposal also includes a 12-month warranty against defective materials and a 12-month guarantee on parts and labor. The proposal excludes

sign permits, structural engineering, traffic control equipment and permits, and electrical services, which will be addressed separately if required.

Direct selection of OPA Signs and Graphics is justified under the circumstances presented. The project involves custom-fabricated, location-specific beach access signs that must integrate into an ongoing reconstruction program. The continuity of design, construction standards, installation sequencing, and public-facing consistency across the beach access system are material considerations. This is not merely a commodity purchase; it is a custom signage and installation package for a high-visibility public visitor amenity, where compatibility and schedule are paramount.

Staff recommends approval and ratification of the OPA proposal so the CVB may continue the beach access sign reconstruction program without unnecessary delay.

ATTACHMENTS:

Description	Type
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2300 Earhart Boulevard
New Orleans • Louisiana 70113

SALES@OPAGraphics.com

OPASigns.com

504.524.1415

PROPOSAL

260143-04

Date: 02/18/2026

Expires: 05/25/2026

Drawing Numbers:

Project: Panama City Beach Access signs #61 thru 66 and 68 thru 71

Client: Panama City Beach - Beach Access Signs
17001 Panama City Beach Parkway
Panama City Beach, FL 32413

Contact: Terri Hogg (850) 955-9340

We are pleased to offer this proposal for the following services. ** Please direct all replies to your salesperson copied on this email . Replies to proposals@opagraphics.squarecoil.net will automatically bounce and not be received.** -The OPA team.

Project Description:	Item Total:
	\$94,632.00

Fabricate 10 Access signs #61 thru 66 and 68 thru 71

- Fabricate Custom signage
- QTY (10) Custom beach Access signage as per drawings
- SINGLE FACED

Warning Signs	\$7,800.00
Quantity 20 single faced alum. signs 23.5" x 42" x .080 highway standard	
Quantity 40 custom brackets	
Installation of 10 Access signs as per drawings #61 thru 66 and 68 thru 71	\$20,000.00

Deposit Rate: 50%
Deposit: \$64,801.12

Subtotal:	\$122,432.00
Tax:	\$7,170.24
Total:	\$129,602.24

Notes: All prices are subject to applicable sales tax. Prices are based on available information given at the time and are subject to change. A service charge of 3% will be added to all credit card purchases.
Exclusions: Sign permits, structural engineering, traffic control equipment and permits are not included in the above quotations and if required shall be invoiced on a time and material basis. Electrical services to the proposed sign(s), unless specifically quoted above, is assumed to be existing or provided by others.

Warranty: 12 months against defective materials and 12 month unconditional guarantee on parts and labor.

Salesperson: David Barr

Buyer	Initial GG	Seller	JB
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2300 Earhart Boulevard
New Orleans • Louisiana 70113

SALES@OPAGraphics.com

OPASigns.com

504.524.1415

PROPOSAL

260143-04

Date: 02/18/2026

Expires: 05/25/2026

Drawing Numbers:

Project: Panama City Beach Access signs #61 thru 66 and 68 thru 71

Client: Panama City Beach - Beach Access Signs
17001 Panama City Beach Parkway
Panama City Beach, FL 32413

Contact: Terri Hogg (850) 955-9340

Terms:

- **Payment.** Buyers agrees to all payments in the attached quote. Buyer agrees to pay 50% deposit to begin production. The balance of the invoice to paid in full on invoice and customer approval.
- **Taxes.** Unless stated in the attached quote, the prices and costs are exclusive of all taxes. Any taxes imposed on OPA, which were not listed on the attached quote, shall be invoiced separately.
- **Cancellation.** Once Buyer has agreed to the attached quote and these Terms and Conditions, Buyers order is no longer cancellable unless agreed to by OPA. In the event OPA agrees to cancel order, Buyer agrees to compensate for all costs incurred by OPA in reliance of Buyer's acceptance of the attached quote.
- **Warranty.** Subject to and contingent upon the full and timely payment of all sums due by Buyer to OPA. OPA guarantees all original work against defective materials, parts and workmanship for a period of one year. OPA's obligation to such products or parts shall be limited to replacement or repair, which shall be made solely at the seller's option.
- **Permits.** Unless otherwise stated in the attached quote, OPA is not responsible for the permitting of signage.

Production time is 4 weeks from time of deposit , plus 2 weeks allowance for installation.

Salesperson: David Barr

Buyer's Acceptance

Signed by:
Griff Griffiths
7008007730004743...

Title President/CEO

Date 5/13/2026 | 7:36 AM PDT

Seller's Acceptance

DBARR

Title PRES./OWNER

Date 5/14/26



**Panama City Beach Tourist Development
Council/Convention and Visitors Bureau, Inc.
Agenda Item Summary**

**Discussion and Possible Action to Suspend WRRC/SABRE Center Work and Evaluate Alternative Site
Uses**

- Tourist Development Council
- Panama City Beach Convention and Visitors Bureau, Inc.

DEPARTMENT MAKING REQUEST/NAME: Panama City Beach CVB Griff Griffiths, President/CEO	MEETING DATE: June 9, 2026
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REQUESTED MOTION/ACTION:
 Authorize the President/CEO. To immediately stop all staff work and third-party contractor/consultant work on the Western Regional Resiliency Center and SABRE Center, pay outstanding, properly submitted invoices and approved closeout/termination costs for authorized work performed through the effective stop-work/termination date from previously approved project funds, and direct CVB staff to evaluate alternative tourism-supporting development options for the site and return with recommendations, conceptual scope, costs, funding options, and required approvals.

AGENDA Discussion/Action Item	BUDGETED ITEM? Yes - previously approved project funds; no new capital appropriation. BUDGET ACTION: Authorize payment of valid outstanding invoices and approved closeout/termination costs from existing project funds. Suspend further spending except safety, preservation, public-records, closeout, and legal-compliance costs approved by the President/CEO and counsel.
---	---

BACKGROUND:
 The TDC/CVB has advanced development of the Western Regional Resiliency Center and SABRE Center adjacent to Publix Sports Park through design, permitting, environmental, parking, and infrastructure work under existing professional services agreements and amendments.
 A new Financial Feasibility Analysis prepared by PFM Financial Advisors LLC, dated April 30, 2026, evaluated the proposed indoor facility against an alternative expansion of Publix Sports Park. PFM concluded that outdoor sports fields and related improvements could meet the County's tourism and economic-vitality goals at a fraction of the indoor facility cost while leveraging the established success of Publix Sports Park.
 Given this feasibility information, continued project work could incur additional costs before the TDC/CVB determines whether the present project should proceed. Staff recommends an orderly stop-work and closeout process: pause work, preserve the site, secure deliverables and public records, pay valid outstanding invoices for authorized work performed, and evaluate alternative site uses, including outdoor sports facilities, parking, concessions/restrooms, pickleball or other event-supporting amenities, stormwater and road access, environmental constraints, costs, funding, tourism impact, operating costs, and required approvals.

ATTACHMENTS:

Description	Type
Western Resiliency Building Financial Feasibility Analysis, PFM Financial Advisors LLC, Draft dated April 30, 2026	Backup
Relevant project professional services contracts, amendments, and change orders	Backup



April 30, 2026

Memorandum **DRAFT**

To: Bay County, Florida
From: PFM Financial Advisors LLC
RE: **Western Resiliency Building Financial Feasibility Analysis**

1. Introduction

The following memo is intended to inform and support Bay County, Florida (the "County") on certain financing considerations related to the optimal use of the proposed Western Resiliency Building site (the "Project") at the Publix Sports Park in Panama City beach, Florida (the "Publix Sports Park"). The County is considering two options: **Option (1)** constructing an indoor facility capable of housing six (6) sports courts along with the addition of storm safe shelter space, or **Option (2)** expanding the existing Publix Sports Park with additional outdoor facilities (sports fields). This analysis is intended to support decision making by evaluating the financial feasibility and long-term profitability of each option.

2. Background

The Publix Sports Park is a premier 160-acre sports complex in Panama City Beach, Florida, designed for high-level tournaments and community recreation. Opened in 2019, it serves as a major hub for "play-cations," combining elite athletic facilities with proximity to the area's white-sand beaches.

Facility Features – the Publix Sports Park is one of the largest in the Southeast, offering versatile spaces for a wide variety of sports

- **Field Count:** 13 configurable multi-purpose fields in total
- **Surface Types:** 9 high-quality AstroTurf fields with Z-cap cooling technology and 4 natural grass fields
- **Championship Venue:** Includes a 1,500-seat championship stadium field for major events
- **Lighting:** All 13 fields are equipped with LED lighting for night games
- **Training Amenities:** Features 7 batting cages, bullpens, and dedicated warm-up areas

Events & Sports – The park hosts local, regional and national championships year-round

- **Major Sports:** Baseball, softball, soccer, lacrosse, football (7v7 and flag), and field hockey
- **Key Tournaments:** Hosts the Grand Slam World Series, USFA Fastpitch World Series, and the College Baseball Classic
- **Recognition:** Awarded the USSSA National Complex of the Year (2023) and Florida's Mid-Market Venue of the Year (2024)



3. PFM Review

When tasked with evaluating the financial feasibility and long-term profitability of **Options 1 & 2**, it's important to take the following into account:

- **Total Investment & Capital Requirement**
 - o Accurately determining costs including design, construction and contingencies
- **Operating Cost & Cash Flow Analysis**
 - o Calculating ongoing expenses including labor, materials, rent, and utilities
- **Revenue Projections & Market Demand**
 - o Estimating income streams based on market research and relevant comparables
- **Profitability**
 - o Utilizing metrics such as Net Present Value (NPV), Internal Rate of Return (IRR) and Return on Investment (ROI)
- **Funding Sources**
 - o Identifying where capital will come from (equity or debt) and the associated financing costs
- **Risk Mitigation & Concerns**
 - o Identifying financial risks, overarching concerns, and having contingency plans in place

This memo addresses each of these key considerations by analyzing information provided by the County, comparable facilities in local proximity, and general market analysis using publicly available data.





3.1 Total Investment & Capital Requirement

Option (1) constructing an indoor facility capable of housing six (6) sports courts

PFM has reviewed the Cost Estimate Document provided by Lose Design, the prime consultant for the A/E team. To fulfill its cost estimate requirement, Lose Design engaged Barrett Brothers, LLC, a professional cost estimator, to develop a detailed estimate by specification division based on provided construction documents comprised of the plans and project specifications manual. This estimate utilized current market data for material and labor costs.

Exhibit 1: Option 1 Cost Estimates

	Cost for Current Code/Standard of 135-MPH	Total Costs to Include Cost Plus, Safe Room Cost and Generator	FEMA Amounts Requested for Code Plus Hardening, Safe Room and Generator
Phase I Design & Permitting Costs	\$1,741,361.00	\$2,164,960.00	\$423,599.00
Phase II Construction Costs			
Materials Total	\$21,631,215.50	\$28,701,154.50	\$6,766,505.00
Labor Total	\$4,125,835.50	\$9,446,676.00	\$5,320,840.50
Fees Total	\$665,644.00	\$1,438,244.50	\$772,600.50
Phase II Total	\$26,422,695.00	\$39,586,075.00	\$12,859,946.00
Contingency (Max. 5% of project cost)	\$351,731.00	\$781,625.00	\$429,894.00
Total Phase I & II Project Cost	\$28,515,787.00	\$42,532,660.00	\$13,713,439.00
Construction Site Work	\$5,940,550.00	\$8,486,493.00	\$2,545,943.00
Full Cost of Project	\$34,456,337.00	\$51,019,153.00	\$16,259,382.00

It's understood that the current building plans for the Project, as provided by Lose Design dated September 12, 2023, total ~101.5k square feet as summarized in Exhibit 3 below. This square footage includes a gymnasium with 6 courts, office/meeting space, kitchen and a utility room, among other usage.

Exhibit 2: Western Resiliency Building Statistics

Building Usage	SF
Ground Floor (gymnasium)	54,265
Ground Floor (remaining)	30,456
Mezzanine	16,790
Total SF	101,511
Total Cost	\$51,019,153
Cost/SF	\$503



To determine the fairness of a \$503/SF cost, PFM has researched public recreation & community centers in the Florida panhandle with multipurpose gymnasiums supporting at least 2 indoor courts for volleyball. The average square footage & cost per square foot of these facilities (including the Project) are 40,700 SF & \$363/SF, respectively.

Exhibit 3: Public Recreation & Community Centers within Proximity

	Total SF	Cost/Market Value	Cost/SF	Cost/Market Value less FEMA Grant	Cost/SF
Fort Walton Beach Recreation Center	30,000	\$6,338,229*	\$211	-	-
Vickrey Resource Center	15,000	\$2,791,395*	\$186	-	-
Martin Luther King Jr. Rec Center	30,000	\$21,000,000*	\$700	\$6,000,000	\$200
Lynn Haven Sports Complex	27,000	\$5,790,762*	\$214	-	-
Western Resiliency Building	101,511	\$51,019,153	\$503	\$34,759,771	\$342
Average	40,702	\$17,387,908	\$363		\$231

**Just market value of the respective parcel per respective county property appraiser.*

While the size and cost of the Project is the highest of those selected, it's important to note that the Project is expected to also serve as an emergency operations center and storm shelter during gray sky conditions. The additional hurricane proofing features allow the County to request FEMA reimbursement in the amount of \$16.2 million. Assuming the grant is applied, this cost reduction brings the cost per square foot to \$342. The Martin Luther King Jr. Rec Center similarly received a FEMA grant of \$15 million to rebuild the facility from the ground up as it was destroyed by hurricane Michael in 2018. Construction began in February 2024 with the grand opening officially held on January 16, 2026. The Lynn Haven Sports Complex also received \$7.4 million from FEMA for its damage due to the 2018 hurricane.

PFM has inquired with staff about the stated need for a hurricane shelter rated facility, or if the removal could reduce the overall cost of the facility. While staff have noted it's unsure whether it's a tourism need as the Lynn Haven Sports Complex currently provides storm shelter capacity for the Publix Sports Park, the removal of storm grade enhancements presumably eliminates a FEMA grant as a source of funds. Regardless, the Project is expensive (\$342/SF) relative to the other comparable public facilities in the Florida panhandle (average of \$231/SF), even while taking the requested FEMA reimbursement into consideration.



FEMA

In comparison, the standalone 54,000 SF Brevard County Emergency Operations Center opened in June 2024 and cost approximately \$35.6 million. At \$660/SF, it acts as the primary hub for emergency management, 9-1-1 administration and a consolidated dispatch center.



Option (2) to expand the existing Publix Sports Park with additional outdoor facilities

It's noted by staff that the number of ballfields to be constructed at this time is undermined, as there are current parking needs for the current ballfields that would eat into the developable area. The wetlands limit the footprint, but staff notes there may be potential for:

- 2-4 baseball fields
- 2-4 rectangle fields (for multipurpose use)
- Possible upgraded large baseball fields with lockers, press box, etc.
- Football/Soccer field (2-3 acres)
- Possible BMX track (2-4 acres to fill regional need to host large scale events)

Consistent with the approach for determining the reasonableness of costs associated with Option 1, PFM has reviewed recent local projects for additional outdoor facilities (baseball & mixed-purpose fields). In Bay County, several recent and ongoing projects provide a realistic picture of construction costs for baseball facilities, ranging from community-focused recreation parks to world-class sports tourism complexes:

1. Publix Sports Park (Panama City Beach)

This massive 160-acre complex is one of the largest in the Southeast and highlights the costs for high-end, professional-grade turf.

- **Initial Cost: \$41 million** for 13 multi-purpose fields (including 9 AstroTurf fields).
- **Expansion (2025/2026): \$4 million project** completed in January 2026 to convert existing grass fields to all-weather turf, adding roughly 300,000 square feet of new surface.
- **Per-Field Math:** The turf conversion alone costs approximately **\$307,000 per field** (just for surfacing, not including the base or lighting).





2. HG Harders Recreation Complex

Located in Panama City, FL, this 76-acre county park includes a wide variety of amenities

- **Total Cost:** ~\$24 million (2022 estimated hurricane damage repairs).
- **Capacity:** 5 softball fields, 2 baseball fields and 9 multipurpose fields
- **Per-Field Math:** Roughly **\$1.5 million per field** when including all supporting infrastructure (lighting, parking, trails, and concession buildings).



3. Southport Recreation Complex

37-acre community-focused project in Bay County, FL

- **Total Cost:** ~\$13.9 million (completed March 2026).
- **Capacity:** 6 baseball fields, batting cages and walking trails
- **Per-Field Math:** Roughly **\$2.3 million per field** including all supporting infrastructure (lighting, parking, trails, and concession buildings).



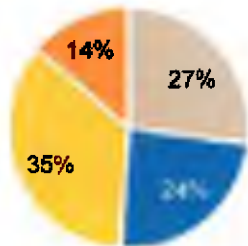
3.2 Operating Cost

In addition to the upfront cost of the multi-purpose indoor facility or additional sports fields, there are expected to be ongoing costs associated with the maintenance and upkeep of either facility. Currently, the Bay County Parks and Recreation Department does not have any estimates of the operational costs of the proposed indoor facility, but they do have budgeted costs for the current service offerings provided under Exhibit 5.

The Sports Facilities Advisory prepared a 5-year operating proforma for the City of Westminster, SC, in 2024 for a 95,000 SF indoor athletic facility. The space included 6 basketball courts (12 volleyball courts), a fitness center, and flex space. Total Operating Expenses (facility expense, operating expense, management payroll & taxes/benefits) averaged \$900,000 over the first 5 years. Exhibit 4 summarizes the breakdown of operating expenses and Exhibit 5 summarizes the breakdown of facility expenses, which makes up approximately 27% of total annual operating expenses.

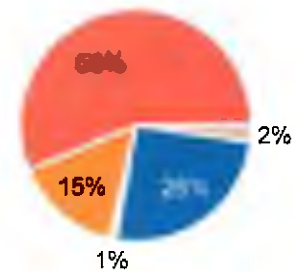


Exhibit 4: Average Annual Operating Expenses - \$900,000 (Westminster)



- Facility Expense
- Management Payroll
- Operating Expense
- Payroll Taxes/benefits/bonus

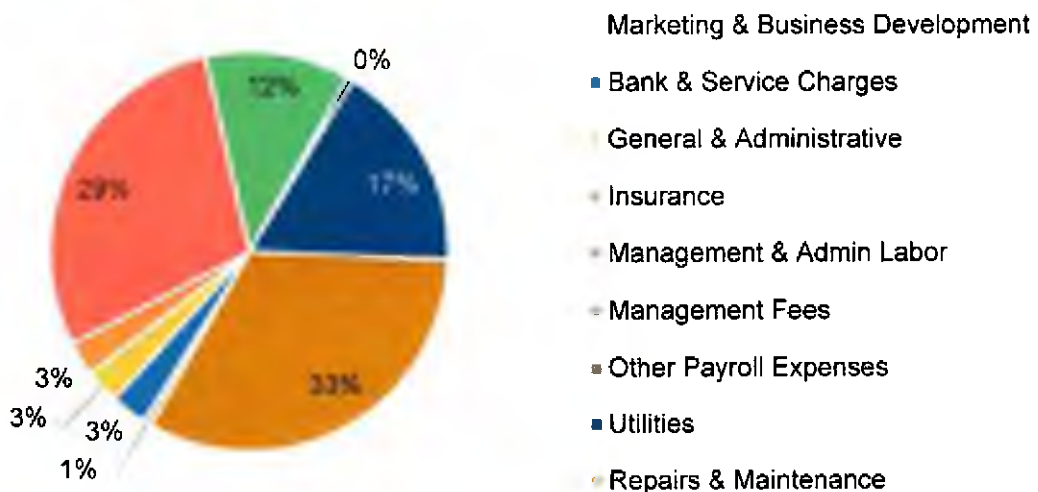
Exhibit 5: Average Annual Facility Expenses - \$225,000 (Westminster)



- Alarm System Maintenance
- Safety Supplies
- Utility Expense
- Janitorial Expenses
- Maintenance & Repairs

Provided below in Exhibit 6 is a breakdown of the Publix Sports Park's budgeted FY 26 operating costs which total \$1.7 million. 62% of the total operating costs are associated with repairs & maintenance and management & admin labor.

Exhibit 6: Breakdown of FY 26 Budgeted Operating Costs (Publix Sports Park)



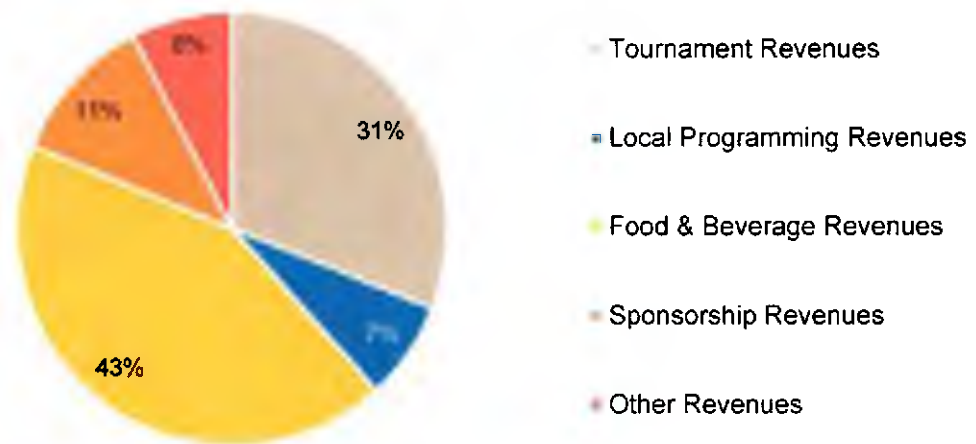
The recent conversion of the three natural grass fields to artificial turf not only improves durability but reduces maintenance. Annual maintenance for turf fields focuses on cleaning, brushing and infill replenishment, while grass fields require intense, consistent care including mowing, watering, and fertilizing. Industry data suggests the switch reduces annual field maintenance costs by up to 2-3x.



3.3 Revenue Projection & Profitability

The bulk of the Publix Sports Park’s 2026 budget (~\$2.6 million) is driven by Food & Beverage followed by tournament revenues. Both development options would have a positive impact on current revenues, but it’s noteworthy that baseball makes up 56% of the 2026 budget (~\$450,000).

Exhibit 7: Breakdown of FY 26 \$2.6 Million Budgeted Revenues



Option 2 (the expansion of the Publix Sports Park with additional fields) is attractive given it capitalizes on an established revenue stream. Per the January 2026 field expansion noted in section 3.1, it’s also the cost-effective option for expansion. Comparatively, the introduction of **Option 1** helps the Publix Sports Park diversify its revenue stream, allowing the hosting of events such as basketball and volleyball practices/tournaments.

Exhibit 8: Tournament Revenue Source by Source

Source	FY26 Budget
Soccer	\$69,950
Football	50,400
Lacrosse	17,300
Baseball	451,350
Softball	178,825
Gate/Ticketing/Race	31,000
Total	\$798,825

Staff has indicated that outdoor fields currently rent at range of \$450 to \$750 a day per field. There is also an hourly fee structure and per game fees for smaller events.



Per discussion with management, its PFM's understanding that the overall philosophy of the Publix Sports Park and the Panama City Beach Convention & Visitors Bureau (CVB) is not to "nickel and dime" visitors. While there is potential for earnings associated with charging for things like parking, visitors are not currently charged, and staff has indicated that is unlikely to change.

While the Publix Sports Park itself may not be in sole pursuit of profitability on a standalone basis, it does have a tremendous impact on the surrounding market. The estimated economic impact for FY24-25 was \$116.5 million.

Per the Panama City Beach Chamber of Commerce, the opening of the newly completed turf fields in January 2026 were projected to generate an estimated \$3.8 million in direct economic impact through opening weekend, benefitting hotels, restaurants, retailers and small business throughout the community.



- **Future Stars Invitation by Kohl' Kicking Camp (1/17-1/18):**

- o The Future Stars Invitational by Kohl's Kicking Camp returns for its third year, featuring 300 invite-only high school kickers and punters from across the country, this time taking place at the new turf fields. Approximately 1,000 visitors are expected for the two-day event, **which is projected to generate \$500,000 in economic impact.** The event is led by Jamie Kohl, director of Kohl's Professional Camps and a kicking consultant for NFL teams, including the Carolina Panthers and the Chicago Bears.

- **All American Bowl United Youth Sports Football Tournament (1/16-1/18):**

- o The All American Bowl United Youth Sports Football Tournament will make its Panama City Beach debut, hosting 36 tackle football teams and 70 games across three days at fields 7-9. Teams will travel from nine states, bringing more than 2,000 visitors and **an estimated \$2.1 million in economic impact.**

- **Future Stars Invitation by Kohl' Kicking Camp (1/17-1/19):**

- o The USSSA MLK and Kickoff Classic Softball Tournament will feature 93 adult teams and 1,080 players, including top-ranked teams from across the country, competing at Publix Sports Park and Frank Brown Park. The tournament is **expected to generate \$1.2 million in economic impact** and marks the destination's largest January softball event to date.

It's important to highlight the economic impact of these events as they are part of the "status quo" offering of the Publix Sports Park. These sports weekends highlight the role sports tourism plays in supporting local businesses and filling hotels year-round and are expected to continue whether **Option 1** or **Option 2** are pursued.



3.4 Funding Sources

Most major Bay County projects are funded through a combination of **tourism tax dollars** (bed taxes), **park impact fees** on new construction, and **state grants**. The Publix Sports Park cost approximately \$41 million to build and was funded by a mix of tourism-related sources and public-private partnerships.

Initial Construction (2019):

- Bay County Tourist Development Council (TDC): Contributed \$35 million
- CVB Provided \$6 million, primarily sourced from a 5% lodging tax (often called the "bed tax") paid by overnight visitors
- Land & Infrastructure: The St. Joe Company donated 165 acres of land and built an access road, while the Florida Department of Treasury provided necessary infrastructure

Sponsorship & Naming Rights: In February 2022, the Sports Park secured a \$500,000 naming rights deal with Publix Super Markets

- Publix pays \$100,000 per year over a five-year term
- All funds from this sponsorship must pass through the Bay County Commission for approval
- Additional funding and support came from partners like Culvers, Geico, Pepsi & Jimmy Buffet's Margaritaville

Recent Upgrade & Expansion: Ongoing maintenance and major expansions continue to rely on diversified funding streams:

- Turf Conversion (2025-2026; noted earlier in this memo): \$4 million project funded 100% by tourism tax dollars
- **Western Resiliency Building Project:** indoor facility and emergency operations center expected to be funded by:
 - o **FEMA:** ~\$16 million described herein due to its use as an emergency operations center
 - o **TDT Revenue:** Current cash or a loan
 - o **Triumph Gulf Coast:** Potential funding sought from BP Oil Spill settlement funds

Staff has confirmed that a borrowing of \$25 million would be needed to fund the balance of the project. A preliminary 20-year bank loan at an assumed rate of 4.25% would cost the County ~\$200,000 to issue and result in ~\$1.9 million of annual debt service.

Essential questions regarding the feasibility of the project: *Are there other critical projects to be financed prior to the Publix Sports Park? Does the County have a policy for increased TDT revenues from TDC projects?* These questions, while important, are not proportionately impactful when considering the cost of sports fields to a multi-purpose building.



3.5 Risk Mitigation & Concerns

Per discussion with Staff, PFM noted that the concerns regarding the expansion and operation of the Publix Sports Park center on its ability to compete for national events while managing extreme daily usage. The primary risks identified are insufficient infrastructure to support concurrent programming and a lack of parking that may deter high-level event organizers.

Competitive Positioning

- **National Stature:** Current plans for a 6-court facility are seen as too small for the national stage, trailing behind larger, modern venues being built elsewhere.
- **Market Demand:** Major rights holders prioritize larger-scale venues and may bypass Publix Sports Park for more expansive facilities.

Infrastructure & Logistics

- **Critical Parking Deficits:** Existing parking is already maxed out by current outdoor sports (soccer, baseball, softball).
- **Event Rejections:** Organizers (rights holders) have indicated they will not book the venue if parking remains inadequate.

Capacity & Scheduling

- **Concurrent Use Conflicts:** High demand makes it difficult to host indoor and outdoor events simultaneously.
- **Calendar Saturation:** The park already hosts 60+ tourism events across 190 days, plus heavy weekday use (40–50 practices and school games), leaving little room for growth
- **Peak Demand:** Conflict is most likely during high-demand months like November and December.

The concerns regarding the \$51 million cost for the new indoor facility are fueled by the trade-offs required to make it work, particularly the sacrifice of existing outdoor assets and the risk of building “too small” for the national market. While the 100,000 SF facility is a massive investment, its 6-court design may still struggle against larger venues that offer 8-12 courts, which benefit from better economies of scale and higher operating margins.

Exhibit 9: Comparison of Regional vs. National Facilities

	Indoor Size (SF)	Basketball Courts	Volleyball Courts
Publix Sports Park (proposed)	101,000	6	12
Wiregrass Ranch (FL)	98,000	8	16
Rocky Mount Event Center (NC)	165,000	8	16
Grand Park Events Center (IN)	377,000	8+	-



4.0 Conclusion & Recommendations

As detailed in this memo, there are several key considerations when comparing the construction and funding of a multi-purpose building (recreation & emergency services center) to additional sports fields.

- Total Investment & Capital Requirement
- Operating Cost
- Revenue Projection & Profitability
- Funding Sources
- Risk Mitigation & Concerns

PFM has reviewed the materials provided by Bay County, consulted with staff and conducted independent analysis of comparable local facilities in the panhandle. Taking everything into consideration, the construction of an indoor facility capable of housing six (6) sports courts would be an expensive endeavor for the County to undertake, especially in direct comparison to the available alternatives. While there is earnings potential associated with the indoor sports courts, the same is true for outdoor sports fields that would be a fraction of the cost. Furthermore, the County has significant potential to increase its cash flow by leveraging lower operational costs and the established success of its current services. Addressing the need for more parking and concessions is critical, as these improvements are vital to any version of expansion

Overall, the data suggests that the County would still accomplish its goals in improving the health and economic vitality of the local community by pursuing **Option 2: the expansion of the existing Publix Sports Park with additional outdoor facilities.**



PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES/FEES

**Project Number 21131
2020 Bill Rates**

Panama City Beach Indoor Recreation Center-Panama City Beach, FL

Scope of Services

See attachment A.

Fees

See attachment A.

Remit Payment To:
Lose Design
Attn: Accounts Receivable
2809 Foster Avenue
Nashville, TN 37210

Questions May Be Directed to:
Tammy Boyte
Controller
tboyte@lose.design
615-767-5811



TERMS AND CONDITIONS

Payment Schedule and Terms – Progress payments for the fees described previously will be due monthly, based on the Design Professional's estimate of the percentage of the work complete. If payment is not received by the Design Professional within 30 calendar days of the invoice date, the Client shall pay as interest an additional charge of 1.5% of the past due amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. Failure to make payments when due shall be cause for suspension of the Design Professional's services, and the filing of a lien against the property.

Current Hourly Rates - An attached table outlines our current hourly rates and reimbursable expenses. These rates are current until January 1, 2022, at which time they may be adjusted by the Design Professional.

Additional Services – Only items of work specifically called out under the Services section of this Agreement are to be performed for the specified Fees. The Design Professional will consider any items not so specified as "Additional Services" and will perform those services upon request on an hourly fee basis as outlined on the attached Hourly Rate Schedule. If any Additional Services are requested, the Design Professional shall be reimbursed for associated out-of-pocket expenses as reflected on the attached Hourly Rate Schedule.

Term of Proposal – It is understood that this document outlines proposed Services and Fees to be provided in relation to the Client's project, and that this offer of proposed Services and Fees remains open for sixty (60) days from the date this document is issued. If the Client does not indicate acceptance by signing and returning one copy to the Design Professional within sixty days, this document becomes null and void.

Ownership of Documents – All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Design Professional as instruments of service shall remain the property of the Design Professional. The Design Professional shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse for extensions of the project or for new projects shall require written permission of the Design Professional and further compensation at a rate agreed upon by both parties. Any changes made to the construction documents by the Client, or by the Client's representatives, are strictly prohibited without the knowledge and written consent of the Design Professional. The Design Professional shall be released from any liability resulting from the unauthorized alteration of construction documents. The Design Professional grants the Client the right to use the drawings for their use in publications, public meetings, planning efforts, award submittals and the right to reproduce the drawing as needed for stated uses without requesting authorization from the Design Professional.

Jobsite Safety – The Design Professional is not responsible for job site safety during the master planning process. The owner retains sole responsibility and liability associated with securing the site and maintaining job site safety during the planning process.

Applicable Law – Unless otherwise provided, this Agreement shall be governed by Florida state law.

Disputes Resolution - All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or breach thereof shall be presented to non-binding mediation, subject to the parties agreeing to a mediator.

Termination of Services – This Agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail to perform substantially in accordance with the terms of this Agreement through no fault of the party initiating termination. If this Agreement is terminated by the Client, the Design Professional shall be paid for services performed to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributable to termination, plus



15 percent of the total compensation earned to the time of termination to account for the Design Professional's rescheduling adjustments, reassignment of personnel, and related costs incurred due to the termination.

Opinion of Probable Cost – In providing opinions of probable construction cost, the Client understands that the Design Professional has no control over costs or the price of labor, equipment, or materials, or over the contractor's method of pricing, and that the opinions of probable construction costs provided are to be made on the basis of the Design Professional's qualifications and experience. The Design Professional makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

Limit of Liability - In recognition of the relative risks and benefits of the project to both the Client and the Design Professional, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Design Professional and its subconsultants to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Design Professional and its subconsultants to all those named shall not exceed \$50,000 or the Design Professional's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

In addition, the Client agrees to indemnify and hold the Design Professional harmless for any damage, liability or cost, including reasonable attorney's fees and defense costs, arising from any errors or omissions contained in the plans, specifications or other contract documents prepared by others. The Client agrees to extend any and all liability limitations and indemnifications provided by the Client to the Design Professional to those individuals and entities the Design Professional retains for performance of the services under this Agreement, including but not limited to the Design Professional's subconsultants and their officers, employees, heirs and assigns. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Contract Termination – Upon giving the other party five (5) calendar days prior written notice, this Agreement may be terminated by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this agreement is so terminated, the Design Professional shall be paid for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract. The Client shall pay the Design Professional in full within ten (10) calendar days of termination.



ATTACHMENT B –Rate Schedule

(for use with requested Additional Services agreements, if requested)

Professional Services Hourly Rate for additional service requests

Principal/President.....	\$240.00
Executive Vice President.....	\$220.00
Vice President.....	\$200.00
Division Director	\$185.00
Sr. Landscape Architect, Project Mgr, Architect, Engineer, Planner	\$150.00
Marketing Director.....	\$135.00
Landscape Architect, Architect, Engineer, Project Manager	\$120.00
Certified Planner, Senior Proposal Coordinator, Engineer in Training	\$110.00
Land Planner, Intern Architect, BIM Specialist, GIS Specialist, Graphic Designer, Interior Designer.....	\$100.00
Technician.....	\$80.00
Marketing Coordinator, Proposal Coordinator	\$80.00
Administrative Assistant.....	\$65.00

Reimbursable Expenses for additional service requests

Consultants' Services	cost
Prints	cost
Postage and Shipping	cost
Mileage and Travel Expenses	cost
Copies	cost

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. These rates are current until January 1, 2022, at which time they may be adjusted by the Design Professional.



SIGNATURE PAGE

This is an Agreement made as of July __, 2021 between Visit Panama City Beach-Bay County, TDC (herein called the CLIENT), and Lose & Associates, Inc., dba Lose Design (herein called Lose Design or the DESIGN PROFESSIONAL)

I. Client and Lose Design, for the mutual considerations hereinafter set forth agree that the services for project number 21131, Panama City Beach Indoor Recreation Center-Panama City Beach, FL, shall conform to the Scope of Services.

II. Client agrees to pay Lose Design as compensation for its services in accordance with the Fees Section in the proposal. Fees and other charges will be invoiced monthly by Lose Design. The amount of each invoice shall be due at the time of billing.

III. The person signing this Agreement warrants he has authority to sign as, or on behalf of, the Client. If such person does not have such authority, he agrees that he is personally liable for all breaches of this contract, and that in any action against him for breach of such warranty, a reasonable attorney's fee shall be included in any judgment rendered.

IV. When signed by both parties, this Professional Services Agreement, including the attached Scope of Services/Fees, Terms and Conditions, and Hourly Rate Schedule attached to this document, constitutes a final written expression of all terms of this Agreement and is a complete and exclusive statement of those terms. Any and all prior representations, promises, warranties, or statements by Lose Design that differ in any way from the terms of this written Agreement shall be given no force or effect. The terms of this Agreement can be modified only in writing which must be signed by both parties.

Agreed to:

Visit Panama City Beach-Bay County TDC

Client Name

Dan Rowe

Signer's Name (Typed or Printed)

DocuSigned by:


BY: 30B1A7774A17429...

Authorized Signature

Date: 7/30/2021 | 6:16 AM PDT

President & CEO

Title: _____

To Whom Should Invoices Be Directed:

Charlene Honnen

NAME: _____

EMAIL ADDRESS: chonnen@visitpanamacitybeach.com

PHYSICAL ADDRESS: 17001 Panama City Beach
Pkwy
Panama City Beach, FL
32413

Agreed to:

Lose Design

Lose & Associates, Inc., dba Lose Design

Whit Alexander

Signer's Name (Typed or Printed)

BY: 

Authorized Signature

Date: 7/27/21

Title: Executive Vice President

ATTACHMENT A

Scope of Services

Project Kickoff:

We will review earlier conversations, designs, etc. and meet with your team virtually in a 3-hour programming meeting, where we establish various parameters for the design process going forward. We understand the facility program developed thus far includes:

A large indoor center with

- Six Indoor Basketball Courts with other sport overlays, which also functions as Urban Search and Rescue (USAR) Staging
- Storage, Meeting, Administration, Food & Bev, E-sports, Biz Support Center and other spaces to support both the sports use and USAR uses
- FEMA Assistance & Resource Center admin space
- FEMA safe room space
- USAR protected storage
- Support parking, utility infrastructure, etc.

We understand that during design, the Sports Facility Companies will continue their process of providing strategic planning, feasibility studies, economic impact studies, funding support, management systems, and optimization strategies. We have worked with SFC several times before and look forward to our combined input for the evolution of the facility program.

Initial Concept Options:

We will incorporate our findings and discussions into rough concept options for the various areas of the project. Design elements will be reviewed in rough diagrammatic form to explore adjacency, complimentary and conflicting uses, and best options for efficient operation. These will be presented virtually so the team can discuss the opportunities and constraints of each option and work together on blending the concepts into the next stage of design.

Preliminary Concept Plan:

After this initial meeting, we will incorporate your and SFC input and will refine our previous concepts to create a preliminary overall concept plan for the venue. Plan and initial 3D graphics will be prepared appropriate to this level of work. We will hold a virtual review meeting to gather your team's comments.

Final Concept Plan:

Following the receipt of your comments, we will then create a final concept plan for development, with refined supporting graphics and an opinion of probable cost. We will present these final concepts virtually, and will provide you with digital files for your use in promotion of the project.

Deliverables will include a site plan, a schematic floor plan, and various 3D renderings of the exterior.

Fees

2020 Billing Rates/No Reimbursables

A. For the services outlined in our project approach, we will charge a lump sum fee of \$25,500, inclusive of reimbursables, to be invoiced monthly as a percentage of completion.

Final deliverables will include a 2D rendered site plan, developed to the following graphic level for your promotional and budgeting purposes.



Final deliverables will include a 2D rendered building floor plan, developed to the following graphic level for your promotional and budgeting purposes.



Using the plans developed in the steps above, we will build computer models sufficiently for generating 3D renderings of the exterior for your use in promotional materials.

These renderings will explore exterior materials for use in cost estimating. Images will be developed to the following levels:



If desired, these models can also be used to generate a 3D-fly through video for promotional purposes (as an additional expense).

B. In-person/site meetings: \$3,000 (each)

If desired, in-person meetings can be provided for an additional fee of \$3,000 each.



Contract Amendment No. 3

September 11, 2025

Mr. Dan Rowe
Panama City Beach Convention and Visitors Bureau, Inc
17001 Panama City Beach Parkway
Panama City Beach, Florida 32413

Contract Amendment No. 3
Sabre Center CVB RFQ 22-65
Original Contract Dated November 11th, 2021
CVB Project No. 4399-133-R
Lose Design Job Number 22091

This letter shall serve as Contract Amendment No. 3 for the Sabre Center. Contract Amendment No. 3 will cover the following services outlined below.

Scope Narrative: Lose Design (Lose) understands that the Panama City Beach Convention and Visitors Bureau, Inc. (Client) requires additional services under the existing agreement to prepare full construction documents for the pickleball complex identified in the completed feasibility study. These services will include project coordination, base plan development, construction document preparation, design review with cost updates, and permitting coordination for the pro shop/restroom building.

The design scope will address court lighting, the pro shop/restroom building, shade structures (pre-engineered catalog products), site furnishings, fencing, gates, pedestrian pavement, and the selected court surfacing system with associated fixtures. Grading design will extend to the pavement edge, with stormwater design and permitting responsibilities continuing under Contract Amendment No. 2.

Fees: Amendment No. 3 – \$231,500 for additional services.

If you have any questions, please do not hesitate to contact me. We appreciate the opportunity to continue supporting your team and look forward to delivering this important phase of the project.

Sincerely,

Sean Guth, AIA
President and CEO

Attachments:
–Scope of Services / Fees
–Exhibit 'A'

Based on the approved concept shown as Exhibit 'A,' this task will consist of preparation of full construction documents, milestone reviews, opinions of probable cost, and incorporation of client review comments. The work is divided into three coordinated design packages as outlined below.

A. Site and Courts

- Cover Sheet: Project title, location map, sheet index, general notes, and abbreviations.
- Site Layout & Dimensions: Layout and enlarged plans with horizontal control, dimensions, and reference benchmarks for pickleball courts, shade structures, site furnishings, pedestrian pavement, and roof structure footprint (Bid Alternate)
- Grading Plan, Landscape Plan, Court Surfacing & Striping Plan, Fencing & Gates Plan.
- Electrical & Lighting Plan for sports lighting poles and roof structure (Bid Alternate).
- Details Sheets and Technical Specifications for all site and court elements.
- Review and Opinion of Probable Cost: Prepare 50% and 90% milestone sets, conduct Client/team review meetings, provide updated cost opinions, and incorporate review comments into the final documents.

B. Pro Shop / Restroom Building

- Architectural documentation consisting of floor plans, roof plan, elevations, building sections, reflected ceiling plan, door and window schedules, interior elevations, wall/door/window details, and code compliance sheets (life safety, egress, accessibility, building code data summary)
- Structural design of the building with foundation plan, roof framing, building sections, details, and notes.
- Mechanical and plumbing design with HVAC load calculations, equipment selection, duct layouts, ventilation, restroom exhaust, plumbing fixtures, and domestic water and sanitary systems.
- Electrical system design with service distribution, panel schedules, interior and exterior lighting, receptacles, and coordination with site utilities.
- Specifications for all building divisions and major systems, with the concessions area documented as a non-cooking kitchen.
- Details Sheets and Technical Specifications for building construction
- Review and Opinion of Probable Cost: Prepare 50% and 90% milestone sets, conduct Client/team review meetings, provide updated cost opinions, and incorporate review comments into the final documents.



C. Court Shade / Roof Structure (Bid Alternate)

- Documentation of a large clear-span, open-sided roof structure covering the pickleball courts.
- Structural design of the slab and foundations supporting the roof system, with coordination of lighting integration and utilities.
- Drainage coordination with civil design.
- The roof superstructure will be provided as a pre-engineered system by the manufacturer and is not designed as part of this scope.
- Full documentation as a Bid Alternate in the Construction Documents.
- Review and Opinion of Probable Cost: Prepare 50% and 90% milestone sets, conduct Client/team review meetings, provide updated cost opinions, and incorporate review comments into the final documents.

Each design package consists of up to two (2) client-review revision cycles.

Phase 2: Permitting and Bidding Assistance

Upon approval of the 100% CD package, Lose will coordinate with the Client and permitting authorities for the ticketing building. This includes providing required documentation, responding to review comments, and ensuring permit requirements for the building are addressed in the construction documents.

Permitting services for the **Site and Courts Design** will be provided under **Contract Amendment No. 2** by Anchor Engineering as part of the parking expansion scope. Permitting and bidding services under this amendment are limited to the following:

A. Pro Shop / Restroom Building

- Pre-application meeting with Bay County Planning staff.
- Preparation and upload of Development Order Application to the Bay County City View portal.
- Response to permitting review comments and revisions to documentation as required.
- **Bidding Assistance:** Issue construction documents for bidding, respond to contractor RFIs, provide clarifications or addenda as needed, and assist the Client in evaluating bids and preparing for contract award.

B. Court Roof Structure (Bid Alternate)

- Coordination with Bay County and/or state/local agencies regarding development order or structural permit requirements for the roof structure.
- Preparation and submittal of required documentation for roof structure approval.
- Response to permitting review comments and revisions to documentation as required.



- **Bidding Assistance:** Issue construction documents for bidding, respond to contractor RFIs, provide clarifications or addenda as needed, and assist the Client in evaluating bids and preparing for contract award

C. Bidding Assistance

- Issue construction documents for bidding, respond to contractor RFIs, provide clarifications or addenda as needed, and assist the Client in evaluating bids and preparing for contract award

Construction Administration services for the pickleball complex will be provided in accordance with, and concurrently with, the Construction Administration services defined for the Sabre Center project.



The services described herein will be provided on a Lump Sum (LS) fee as follows:

<u>Total</u>	<u>Fee Amount ⁽¹⁾</u>
<i>Phase 1 – Construction Documents</i>	
Phase 1a – Site and Courts.....	\$67,250.00
Phase 1b – Pro Shop / Restroom.....	\$94,500.00
Phase 1c – Court Shade / Roof Structure.....	\$46,500.00
Phase 2 – Permitting & Bidding Assistance.....	\$23,250.00
Total	231,500.00

Notes:

(1) Expense amounts are **not** included in these fees and are inclusive of reasonable out-of-pocket expenses incurred on behalf of the client and shall include travel and subsistence, plotting and reproduction, telephone/communications, deliveries, agency fees, and mileage. Expenses shall be billed in accordance with Attachment A.

Terms and Conditions outlined in the original contract dated December 20th, 2022 will govern the work included in Amendment 3.

Agreed to:

Agreed to:

Panama Beach CVR
Client Name

Lose Design
Lose & Associates, Inc., dba Lose Design

Lanie Powe
Signer's Name (Typed or Printed)

SEAN GUTH
Signer's Name (Typed or Printed)

[Signature]
Authorized Signature

[Signature]
Authorized Signature

Date: 9/11/25

Date: 9/11/25

Title: Pres / CEO

Title: Pres / CEO

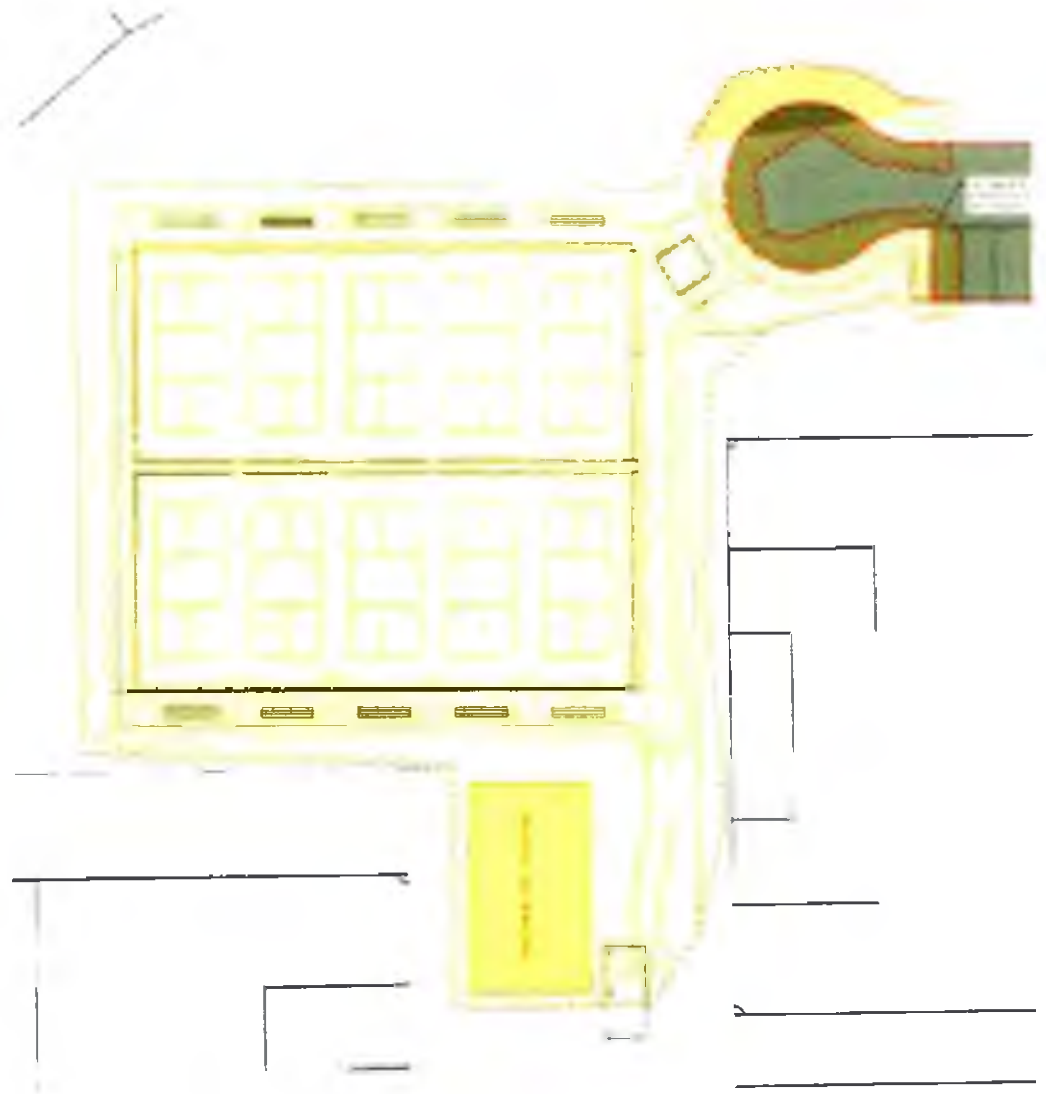
To Whom Should Invoices Be Directed:

NAME: _____

EMAIL ADDRESS: _____

Remit Payment To:
Lose Design
Attn: Accounts Receivable
2809 Foster Avenue
Nashville, TN 37210

Questions May Be Directed to:
Tammy Boyte
Controller
615-767-5811





Contract Amendment No. 1

June 25, 2024

Mr. Dan Rowe
Panama City Beach Convention and Visitors Bureau, Inc.
17001 Panama City Beach Parkway
Panama City Beach, Florida 32413

Contract Amendment No. 1
Sabre Center CVB RFQ 22-65
Original Contract Dated November 11th, 2021
CVB Project No. 4399-133-R
Lose Design Job Number 22091

This letter shall serve as Contract Amendment No. 1 for the Sabre Center.
Contract Amendment No. 1 will cover the following services outlined below.

Scope Narrative: Lose Design (Lose) understands that the Panama City Beach Convention and Visitors Bureau, Inc. (Client) requires Lose to provide services outside of the original agreement to develop construction and bid documents for a parking facility, pickleball facility, restroom facility and ticket booth. See Exhibit 'A'. Lose further understands that the scope and extent of architecture, engineering and landscape architecture is required to change to meet the development needs. The scope breaks out the Parking Facility and the Pickleball Facility into two separate projects. The Parking Facility contains a feasibility task to evaluate the measures and cost associated with the Pickleball Facility development. The areas of improvement and scope outside the current contract are indicated below.

Fees: Amendment No. 1

Fees will be \$253,000.00 for additional services.

If you have any questions, please feel free to give me a call to discuss.
We have enjoyed working with your team and look forward to assisting with this portion of the project as well.

Sincerely,

A handwritten signature in black ink that reads "Sean Guth". The signature is fluid and cursive, with a horizontal line extending to the right.

Sean Guth, AIA
President and CEO

Attachments:
-Scope of Services / Fees
-Exhibit 'A'



PARKING FACILITY

Phase 1: Pre-Design and Programming

Task 1.1 - Data Collection and Meetings

This task will consist of the following:

- Coordinate and attend up to two (2) in-person meetings with Client.
- Evaluation of provided plans and permit applications from Client.
- Project management services expected for tasks 1 – 15.

Task 1.2 – Civil Engineering and Landscape Architecture

Based on the approved concept shown as Exhibit 'A' this task will consist of the following:

- Lose will provide two sketches to program the site to consider and illustrate vehicular and pedestrian circulation.
- Lose will further develop the sketch concept into Autocad to progress layout.
- Lose will meet with the Client to evaluate sketches.
- This task consists of up to two (2) revisions of the plan.

Phase 2: Schematic Design (30% CD's)

Task 2.1 – Survey

This task will consist of the following:

- Engage a registered surveyor to complete a partial boundary, topographic survey, and limited tree survey for approximately 26 acres.

Task 2.2 – Environmental

This task will consist of the following:

- Engage a registered environmental engineer to provide recommendations and evaluations for existing sensitive areas.
- Coordinate with the environmental consultant during this phase as needed to review any environmentally sensitive areas that may be impacted.
- Initiate permitting discussions as necessary with regulatory agencies.
- A meeting with the environmental engineer onsite is anticipated for this task.

Task 2.3 – Geotechnical Engineering

This task will consist of the following:

- Engage a registered geotechnical engineer to provide 5-ft depth auger testing at determined locations.
- Engage a registered geotechnical engineer to provide analysis and recommendations for pavement and soil conditions.

Task 2.4 – Preliminary Engineering

Lose will engage a local registered civil engineer to provide the following:

- Utilizing survey information and approved plan, prepare a digital base file for design of the proposed facility site improvements.
- Evaluate conceptual layout and prepare preliminary layout to meet facility and CVB requirements.
- Create preliminary grading plan and drainage based on preliminary site layout.
- Prepare preliminary utility routing based on preliminary site layout.



- Evaluate existing hydrology and prepare preliminary evaluation of stormwater detention requirements.
- Evaluate preliminary site layout and prepare preliminary water quality design to meet CVB requirements.
- Lose will prepare a 30% SD plan set to be presented to CVB for review and comments.
- Evaluate buffer and planting requirements and provide required areas of planting for review.
- Up to two (2) revisions of the plan will be completed for this task.

Task 2.5 – Utility and Stormwater Coordination

Upon receiving Client and City approval for Phase 1 Lose Design will engage a local registered civil engineer to provide the following:

- Coordinate with Panama City Beach Stormwater on preliminary design and attend meetings to review design.
- Coordinate with Panama City Beach Public Works on preliminary design and attend meetings with Public Works to review design compliance with staff.
- Coordinate with additional Utility Departments as necessary to review design compliance and coordinate existing and proposed utility routing not listed above.

Phase 3: Design Development (50% CD's)

Task 3.1 – Preliminary Engineering

This task will consist of the following:

- Based on preliminary grading and drainage plans approved from schematic design Lose will proceed with formal civil engineering design.
- Size and design utilities based on preliminary site layout.
- Using initially prepared hydrology and preliminary stormwater detention study, design necessary stormwater measures to meet county requirements.
- Water quality design meeting Panama City Beach requirements will be designed, sized and drawn on the site.

Task 3.2 – Civil and Landscape Architecture

Upon approval of the preliminary schematic plans, and feedback from the CVB, we will provide the following:

- Prepare a cover sheet with site information, required information by the County and general notes.
- Prepare a demolition plan indicating elements on site to be destroyed and removed.
- Prepare a site layout plan for the development consisting of pertinent dimensions and labeling to facilitate construction.
- Prepare grading plans for the development consisting proposed contour grades and pertinent spot elevations to facilitate construction of parking, sidewalks, pads, curb elevations and drainage inlets/stormwater infrastructure.
- Prepare site landscape plans.
- Prepare irrigation plans for the facility.
- Overall site utility plans for the development.

Phase 4: Construction Documents (100% CD's)



Task 4.1 – Stormwater Design and Hydrologic Report

This task will consist of the following:

- Lose will prepare an approximate drainage model based on available information and engineering judgement for the pre-development conditions.
- Lose will evaluate the current Stormwater infrastructure on site using survey.
- Lose will provide Design of a stormwater management system to meet the treatment requirements of the NFWMD/FDEP. The stormwater management system will be designed utilizing accepted engineering practices and based on the provided geotechnical report.
- Lose will indicate necessary upgrades to the system to bring it into compliance with current regulations.
- Lose will evaluate the needs of a proposed pond after construction upgrades and incorporate design measures into the final design as needed.
- Lose will design the proposed stormwater system to comply with local regulations.
- Lose will provide recommended BMP's, notes, and calculation spreadsheets as necessary to complete the stormwater design reports to present to the county.
- Lose will create a long term maintenance manual to final acceptance of site.

Task 4.2 – Civil and Landscape Architecture

Upon approval of the DD plans, and feedback from the City, we will provide the following in a 100% CD package:

- Prepare a cover sheet with site information, required information by the City and general notes.
- Prepare a demolition plan indicating elements on site to be destroyed and removed.
- Prepare a site layout plan for the development consisting of pertinent dimensions and labeling to facilitate construction.
- Prepare grading plans for the development consisting proposed contour grades and pertinent spot elevations to facilitate construction of parking, sidewalks, pads, curb elevations and drainage inlets/stormwater infrastructure.
- Prepare site landscape plans.
- Prepare irrigation plans.
- Prepare Erosion Protection and Sediment control plans for the proposed land disturbance.
- Prepare site utility plans for the development.
- Create construction details at various scales for contractor's convenience and indicating desired construction conditions.

Phase 5: Permitting

Task 5.1 – Civil and Landscape Architecture

Upon approval of the 100% CD package, we will provide the following:

- Prior to beginning any work on this task, Lose will schedule and attend a pre-application meeting with the Bay County Planning staff to discuss expectations and requirements for issuance of a Development Order permit for this project.
- Lose will prepare and upload to the Bay County City View portal, the Planning & Zoning Division Development Order Application



- Make application for county land disturbance permit for the proposed disturbed area.
- Submittal of hydrologic calculations and required documentation for application county engineering approval.
- Address county review comments and resubmittal of plans.

Task 5.2 – Environmental

This task will consist of the following:

- Lose will coordinate with an environmental consultant to provide wetland flagging and environmental permitting services, as needed, for the proposed additional roadway, parking and walkways at the Publix Sports Park. The environmental consultant will prepare and submit any amendments to the existing Florida Department of Environmental Protection (FDEP) EMA permits (without new wetland impacts), as needed, and provide consultation regarding environmental permitting. This task also includes the environmental consultant's attendance at the engineers' or permitting agency's meetings, permit application submittal and response to requests for additional information (RAI) from these agencies.

Phase 6: Bidding

Task 6.1 – Bidding

This task will consist of the following:

- Attend a pre-bid meeting.
- Review, respond, and issue addenda to the contract documents to address Contractor questions, clarifications, and substitution requests.
- Attend the bid opening meeting.
- Review received bids and provide a recommendation.

Phase 7: Pickleball Feasibility Evaluation

Task 7.1 – Pickleball Facility Evaluation

This task will consist of the following:

- Coordinate with Environmental and Civil engineers to evaluate impacts of layout on wetland areas.
- Coordinate with team members to evaluate cost impact for development within the area.
- Evaluate alternatives for impact reduction in sketch and discussion format.



Fees

The services described herein will be provided on a Lump Sum (LS) fee as follows:

<u>Total</u>	<u>Fee Amount⁽¹⁾</u>
Phase 1 Pre-Design and Programming.....	\$46,250.00
Phase 2 Schematic Design (30% CD's).....	\$96,250.00
Phase 3 Design Development (50% CD's).....	\$24,750.00
Phase 4 Construction Documents (100% CD's).....	\$53,500.00
Phase 5 Permitting.....	\$5,000.00
Phase 6 Bidding.....	\$7,250.00
Phase 7 Pickleball Feasibility.....	\$20,000.00
Total.....	\$253,000.00

Notes:

(1) Expense amounts are not included in these fees and are inclusive of reasonable out-of-pocket expenses incurred on behalf of the client and shall include travel and subsistence, plotting and reproduction, telephone/communications, deliveries, agency fees, and mileage. Expenses shall be billed in accordance with Attachment A.

Remit Payment To:
Lose Design
Attn: Accounts Receivable
2809 Foster Avenue
Nashville, TN 37210

Questions May Be Directed to:
Tammy Boyte
Controller
tboyte@lose.design
615-767-5811

Terms and Conditions outlined in the original contract dated December 20th, 2022 will govern the work included in Amendment 1.

Agreed to:

Agreed to:

Renee L'Ne Boech CVB
Client Name

Lose Design
Lose & Associates, Inc., dba Lose Design

Daniel J. Rowe
Signer's Name (Typed or Printed)

SEAN GUTH
Signer's Name (Typed or Printed)

BY: [Signature]
Authorized Signature

BY: [Signature]
Authorized Signature

Date: 4/29/24

Date: 6/25/24

Title: Pres/CFU

Title: President + CEO

To Whom Should Invoices Be Directed:

NAME: _____

EMAIL ADDRESS: _____

Exhibit 'A'



PROFESSIONAL SERVICES CONTRACT
SABRE Center CVB RFQ 22-65

This Contract, dated as of December 20, 2022, is between the Panama City Beach Convention and Visitors Bureau, Inc., located at 17001 Panama City Beach Parkway, Panama City Beach, Florida, 32413 ("**CVB**"), and Lose & Associates, Inc. d/b/a Lose Design, located at 220 W Crogan Street, Suite 100, Lawrenceville, Georgia, 30046 and 2809 Foster Avenue, Nashville, Tennessee, 37210 ("**Consultant**") for vertical design and construction administration of the Saint Andrew Bay Research Ecosystem project ("**SABRE Center**").

1. Intent

The CVB is engaging the services of the Consultant to provide professional architectural and engineering services (Phase 1) for the development of the Western Region Resiliency Center Project #4399-133-R, and to provide construction administration services if, and only if, after completion of the design phase consultant's compensation for construction administration services can be negotiated as part of Phase II of the Project. If compensation for construction administration services cannot be agreed, this Contract will be terminated.

2. Scope of Services

The Consultant will perform those services stated the Scope of Work attached, incorporated and marked **Exhibit 1** and in RFQ 22-65, incorporated herein, and the Consultant's Response attached hereto as **Exhibit 2**, which includes a Project Scope, Goals, and Specific Project Requirements. See Section 30 entitled "Conflicts."

Portions of this project may relate to an adjoining project known as the WRRC Project. Portions of the WRRC project may be reimbursed by the Hazard Mitigation Grant Program (HMGP) DR-4399-133-R, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). Funding for WRRC project made possible through these grants is contingent on strict conformance to guidelines set forth by FDEM and FEMA. In performing this contract, Consultant will design the SABRE center to avoid any conflict between the WRRC project and the Federal Regulations Contract Requirements shown at Exhibit 5.

Neither the United States nor any of its departments, agencies or employees is or will be a party to this contract.

The CVB has an evaluation process to monitor the satisfactory performance of services under this contract. The Consultant shall be evaluated within sixty (60) days of

project completion. The Consultant shall be given an opportunity to provide written comments in response to the completed evaluation. Such evaluation may be used as reference information for future solicitations issued by the CVB.

Upon completion of the project, the Consultant shall deliver to the CVB, at a minimum, the following:

- a. Two sets of engineering Signed/Sealed final design and analysis and surveying
- b. Construction Plans and bid documents
- c. Revised cost estimate for Phase II – construction (include Phase I costs) to implement the design project
- d. All Product Specifications/Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized
- e. Color aerial maps with project area clearly marked
- f. Color photographs of the project area
- g. Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed and inspected by a structural engineer who is registered in the state. Must provide an inspection report and attestation or copy of the signed/sealed plans to the CVB before payment will be made.
- h. All Permits required.

3. Compensation

The terms and conditions of this contract are fixed price and fixed time. For the satisfactory completion of the Phase 1 design services to be provided under this Contract, the CVB agrees to pay the Consultant a lump sum, or stipulated sum, of \$1,003,750 as provided in Exhibit 3..

Monthly invoices shall be submitted to the CVB in a format and distribution schedule defined by the CVB, no later than the 10th day of the following month.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify the CVB, prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant shall notify the Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

A Final Invoice will be submitted to the CVB no later than the 30th day following Final Acceptance of the individual project or as requested by the CVB.

INVOICE REQUIREMENTS: All invoices are required to have the following information included:

Vendor's name

Invoice numbers (FEMA separated, e.g. No. 1 and No. 1F)

Invoices date

FEMA Project Number

Dates of service/activities were provided (mm/dd/yy-mm/dd/yy)

Site of work

Details of work provided, including hours/rates

Percentage of completion

Amount of the invoice

Notwithstanding anything contained herein to the contrary (including exhibits and appendices), payments shall be made in accordance with the Florida Prompt Payment Act, Section 218, Florida Statutes.

4. Monthly Invoicing Against Lump Sum

Cumulative compensation paid in proportion to the Lump Sum fee shall not exceed the proportion of work completed. Reimbursable expenses are included in the Lump Sum fee and the total sum paid Consultant under this Contract shall not exceed the stated Lump Sum, unless that sum is amended by a written amendment to this Contract. The Consultant certifies that the wage rates and other factual unit costs supporting all invoices are set forth upon attached and incorporated **Exhibit 3** and are accurate, complete, and current at the time of contracting. Furthermore, to the extent that such wage rates and other factual unit costs are found by the CVB to be inaccurate, incomplete, or non-current, the original price for such Contract and any additions there to shall be adjusted to exclude any increases in the compensation paid to the Consultant due to such circumstances.

5. Effective Date and Time of Performance

This contract takes effect on the date of execution by the CVB and continue in effect through project completion. As described in the CVB's solicitation, Phase 1 of the work shall be completed within 240 days of the CVB giving Consultant written notice to proceed. Before giving that notice, the CVB will request and consider, but not be bound by, any comments on timing that Consultant might offer. Notwithstanding the forgoing,

the 240-day deadline shall be extended by any permitting delay not caused or contributed to by Consultant. The term of Phase 2 of the work (construction related services) shall be 18 months commencing upon the issuance of a notice to proceed to the contractor. It is anticipated that the term of construction shall be 16 months but this contract shall extend for an additional 2 months.

6. Independent Contractor

The Consultant shall at all times, relevant to this contract, be an independent contractor and in no event shall the Consultant, nor any employees or sub-consultants under it, be considered to be employees of the CVB.

7. Consultant's Personnel

Consultant has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Consultant. The direction of the work of Consultant's employees shall be under the exclusive control of Consultant. If the CVB objects to the presence or performance of any employee of Consultant, Consultant shall remove such employee from CVB premises. Notwithstanding the forgoing, Consultant acknowledges and agrees that the CVB anticipates and is entering this Contract in reliance upon the fact that the Consultant's senior professionals who were identified in Consultant's proposal and who negotiated this contract with the CVB shall perform and personally supervise all the services to be provided and agrees that, so long as those individuals are employed by Consultant, this project shall be amongst those assigned primarily to them.

8. Cooperation

Consultant agrees to perform each phase of the work described upon attached and incorporated **Exhibits 1, 2, and 4** at or before the time and in the sequence scheduled. Consultant will cooperate with Dan Rowe or Keith Bryant, or their respective designees as requested and specifically to allow the CVB to inspect the performance of work of this Contract.

9. CVB Representative

Dan Rowe, the CVB's CEO, or his designee has authority to designate the work to be done by Consultant, to inspect such work, and to resolve questions which arise between the parties. The Consultant or the Consultant's designee will deal with the CVB's representative on matters relating to the performance of the work. The CVB shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

10. Records / Audits

The CVB is subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

- a. Keep and maintain public records required by the CVB to perform the service.
- b. Upon request from the CVB's custodian of public records, provide the CVB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., 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 for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the CVB.
- d. Upon completion of the contract, transfer, at no cost to the CVB, all public records in possession of the Consultant, or keep and maintain public records required by the CVB to perform the service. If the Consultant transfers all public records to the CVB upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CVB, upon request from the CVB's custodian of public records in a format that is compatible with the information technology systems of the CVB.

The Consultant shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The CVB, 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.

11. Public Records Custodian

If the Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant's duty to provide public records relating to this contract contact Charlene Honnen, Custodian of Public

Records, at (850) 233-5070, PublicRecords@VisitPanamaCityBeach.com or 17001 Panama City Beach Parkway, Panama City Beach, Florida 32413.

12. Inspector General

To the extent requested by the CVB, Consultant agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

13. Insurance

The Consultant represents that it has obtained and will maintain at its expense for the duration of this Contract, those insurance coverage requirements set forth in the attached **Exhibit 5**.

14. Prohibition Against Contingent Fees

Pursuant to Florida Statute 287.055 (6)(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract." For the breach or violation of this provision, the agency shall have the right to terminate the contract without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

15. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity,

and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing the Contract, CONSULTANT represents that the execution of this Contract will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Contract and recovery of all monies paid hereto and may result in debarment from CVB's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any subconsultant has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

CONSULTANT will promptly notify the CVB if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

16. Employment Eligibility Verification

As a condition precedent to entering into this CONTRACT, and in compliance with Section 448.095, Fla. Stat., Consultant and its subconsultants shall, register with and use the E-Verify system to verify work authorization status of all employees.

a. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this CONTRACT.

b. The CVB, Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The CVB, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subconsultant.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant

acknowledges that upon termination of this CONTRACT by the CVB for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the CVB as a result of termination of any contract for a violation of this section.

e. Subcontracts. Consultant or subconsultant shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subconsultants to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in this section.

17. Modification, Assignability of Contract

This Contract, including all documents incorporated by reference, contain the entire contract between the parties, and no statements, promises or inducements made by either party, or agents of either party, that are not contained in the written contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written contract signed by both parties hereto.

The Consultant may not subcontract or assign its rights (including the right to compensation) or duties arising under this Contract without the prior written consent of the CVB. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract and will be required to enter into a written contract with the CVB.

18. Administrative, Contractual, or Legal Remedies

Unless otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the local government and the Consultant, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

19. Termination for Cause and for Convenience

(A) This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) an opportunity for consultation with the terminating party prior to termination.

(B) This contract may be terminated in whole or in part in writing by the CVB for its convenience provided that the Consultant is afforded the same notice and consultation opportunity specified in (A) above.

If termination for default or cause is effected by the CVB, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the Consultant at the time of termination may be adjusted to cover any additional costs to the CVB because of the Consultant's default and, if the payment due insufficient, damages obtained.

If termination for convenience is effected by the CVB, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.

For any termination, the equitable adjustment shall provide for payment to the Consultant for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the Consultant relating to commitments (e.g., suppliers, subconsultants) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (A) or (B) above, the Consultant shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the Consultant in performing this contract, whether completed or in process.

Failure of the Consultant to comply with the provision of Section 21 Laws, Rules, and Regulations shall constitute grounds for the CVB to immediately terminate this Contract for cause and declare the Consultant to be non-responsible for bidding or proposing on future contracts for one year from the date the CVB notifies the Consultant of such non-compliance.

20. Documents Incorporated by Reference

The CVB's Request for Qualifications (RFQ 22-65) and all attachments to it, along with the Response to the Request for Qualifications are incorporated by reference and are material elements of this Contract. The CVB is responsible for compliance with all applicable Federal or State laws. The Consultant specifically agrees to assist the CVB with ensuring compliance with all applicable Federal or State laws.

21. Laws, Rules and Regulations

General Laws: Consultant shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Consultant's performance of this Contract and the preservation of public health and

safety. Upon request by the CVB, Consultant shall provide proof of such compliance to the CVB.

Illegal Alien Labor: Consultant shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor is in compliance with such laws. Consultant agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Consultant shall pay all cost incurred to initiate and sustain the verification programs.

22. Indemnification and Hold Harmless

To the maximum extent permitted by law, the Consultant shall indemnify and hold harmless the CVB, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused or contributed to by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the design professional in the performance of the contract.

The parties understand and agree that such indemnification by the Consultant 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.

The Consultant'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.

This Section survives termination or expiration of this Contract.

23. Duty to Pay Defense Costs and Expenses

The Consultant agrees to reimburse and pay on behalf of the CVB the cost of the CVB's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for all claims described in the Indemnification and Hold Harmless paragraph 22.

The CVB shall choose its legal defense team, experts, and consultants and invoice the Consultant accordingly for all fees, costs and expenses upon the conclusion of the claim.

Such payment on the behalf of the CVB shall be in addition to any and all other legal remedies available to the CVB and shall not be considered to be the CVB's exclusive remedy.

This Section survives termination or expiration of this Contract.

24. Errors and Omissions

Acceptance of the work by the CVB or Contract termination does not constitute CVB approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during construction of the project, they shall be corrected without additional compensation.

25. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

26. Waiver

No term of this Contract may be waived except in a writing signed by the party waiving enforcement. No term of this Contract shall be deemed to be waived by reason of any failure to previously enforce such term. In no event shall the making of any payment required by this Contract constitute or be construed as a waiver by the CVB of any breach of this Contract or a waiver of any default of Consultant and the making of such payment by the CVB while any such default or breach shall exist shall in no way impair or prejudice any right of the CVB.

27. Headings

Section headings are inserted for convenience only and shall not be used in any way to construe the meaning of terms used in this Contract.

28. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the CVB:

Panama City Beach Convention
And Visitors Bureau, Inc.
Attn: Dan Rowe
1700 Panama City Beach Parkway,
Panama City Beach, FL 32413,
and
drowe@visitpanamacitybeach.com
with a copy to
Keith Bryant
kbryant@bayCVBfl.gov

For the Consultant:

Lose Design

Attn: Sean Guth
220 W. Crogan Street Suite 100
Lawrenceville, GA 30046
and
sguth@lose.design
with a copy to
Whit Alexander at
walexander@lose.design

The Consultant shall notify the CVB of any change to its address. The Consultant's notification of address change is sufficient if sent by email or facsimile.

29. Special Representation

The Consultant represents that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Contract. The Consultant further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion or negotiation leading to the award of this Contract. Any such activity by the Consultant shall make this Contract null and void.

30. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.
- b. The proposal form and attachments are next.
- c. The provisions of the CVB's initial solicitation and Consultant's response are the final priority.

31. Construction and Venue

This Contract will be construed under and governed by the laws of the State of Florida. In the event of litigation concerning it, venue is the in the state courts of Bay CVB, Florida.

IN WITNESS WHEREOF, the Parties have executed this Contract as of this 20th day of December 2022.

Executed by:

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC.

By: [Signature]
Dan Rowe President and CEO

ATTEST:

[Signature]
Yonnie Patronis, Board Secretary

Approved as to form

[Signature]
Office of Bay CVB Attorney

LOSE DESIGN
Consultant

By: [Signature]
(Authorized Representative)
Its: Exec VP

State of Georgia
CVB of Gwinnett

This Contract was acknowledged and subscribed before me the undersigned notary by Whit Alexander, as Exec VP of Lose Design and with proper authority, and who is personally known by me or produced identification of Dan Rowe license

[Signature]
Notary Public

EXHIBITS

- 1 Scope of Work
- 2 RFQ and Consultants Response
- 3 Fees and Rates
- 4 Federal Regulations Contract Requirements
- 5 Insurance Requirement

BRADLEY PETRELLA NOTARY PUBLIC Gwinnett County State of Georgia My Comm Expires June 17 2026
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EXHIBIT 1
SCOPE OF WORK / SERVICES

SABRE CENTER

UNDERSTANDING

The CVB wishes to retain us to design, complete construction documents, and provide construction administration services for the development of the SABRE Center Facility.

The scope for this project will include building uses from those original concepts that exceed the 100,000 SF limit of the Western Region Resiliency Center, which are expected to be between 17,000 and 22,000 SF. Those uses may be placed in 2-3 separate buildings near the WRRRC in a campus setting. The campus setting may include plazas, lawns and other gathering spaces between the buildings, and a boardwalk connection to the sports park. From our initial conversation, a law-enforcement precinct location will also be explored in the site design, but we expect that will not be developed further in this scope. The project will include necessary roads, parking, utilities, grading, stormwater management, landscape architecture and other site development to support these buildings and the WRRRC.

We understand that this project will run in conjunction with the development of the WRRRC Project. Submittals, meetings, reviews, bids, construction schedules, etc. will be coordinated to run simultaneously for efficiency.

In our Phase 1 scope of services, we include:

- Architecture
- Electrical engineering, low voltage and lighting design and engineering, including for example and not limitation, security, data, telecommunication, etc.
- Mechanical engineering
- Structural engineering and hardening engineering
- Building envelope design
- Fire protection engineering
- Life safety design
- Land Use Planning Approval and Construction Permitting
- Site civil engineering*
- Surveying*
- Landscape architecture*
- Irrigation design*
- Environmental assessments*
- Environmental permitting for wetlands if needed*+
- Geotechnical services*
- Bidding and Selection of General Contractor

- * Includes adjacent WRRC project
- + fees and costs reimbursable

In our Phase II scope of services we include Construction Administration. Construction materials testing, special inspections and commissioning are excluded from our scope and are understood to be provided by Bay County on behalf of the CVB. We will review all Requests for Information related to the project and provide necessary responses.

SCOPE OF SERVICES

Phase 1.

Preliminary Design Services:

In order to establish the program for the project leading to construction documents, we need to verify the information available, establish a program acceptable to the CVB, create acceptable concepts that lead to project feasibility, and create opinions of probable cost to establish the budget.

We will hold a pre-design meeting with your team to revisit the earlier work and establish the program for the building and site.

Site surveys, geotechnical exploration and wetland confirmation work will commence.

Based on the input from the meeting, we will create conceptual plans and graphics for both the buildings and the site, prepare a preliminary opinion of probable cost for the project. We will meet in person to review this information. We understand any end-user interested stakeholders such as Dept. of Defense, FSU PC, etc. will be invited to this meeting to give comment, rather than hold independent meetings with each group.

Once we have received all feedback, we will revise the conceptual plans, graphics and opinion of probable cost to establish the project scope and budget, and will confirm that with you virtually, before proceeding to the next step.

Schematic Design Phase:

Using information from the program verification stage, technical plans for the building and systems will continue to be developed to a schematic design level. Life safety consultants will provide input at the early conceptual stages. Structural engineers will be involved early as well to comply with wind loading considerations. Site civil engineering and site design services will continue.

It is understood that this area is part of a special environmental permitting area that is regulated Regional General Permit (RGP and Environmental Management Agreement (EMA) previously established between the St. Joe Company, the Florida Department of Environmental Protection (FDEP), and the US Army Corps of Engineers (USACE). As such, there is minimal opportunity to impact wetlands on the entire site any further. Impacts to wetlands will be avoided or moved to a second phase to eliminate lengthy state or federal permitting delays.

Documents necessary for early planning approval will be prepared and coordinated with review agencies, local planning staff and officials as necessary. During this process, we will continue to coordinate with and plan to meet with local permitting staff to listen to their early suggestions on the plans. Along with the schematic plans, we will develop a preliminary opinion of probable cost for the project. As the plans are completed to 30%, we will hold an in-person review meeting with your team.

Design Development Phase:

Following the input from the schematic design meeting, team members will continue with their designs and coordination with permitting and regulatory officials where needed. We will begin involving team MEP engineers, building envelop engineers for hurricane waterproofing, etc. as the plans evolve. FEMA ICC 500, NISPOM and other requirements will be employed.

As this phase draws to a close, an in-person design development documents review meeting will be held, and the design team will present the 70% plans and revised supporting opinions of probable cost. The new cost numbers will be compared to the overall project budget to determine if any modification to the project program is needed. If opinions of probable cost exceed budget funding, your team will be asked to identify elements for later phasing consideration.

Construction Document Phase:

Immediately following the receipt of the design development review comments, recommended changes will be made, and preparation of the 100% construction documents/permit submittal documents will begin (with a virtual check in review before completion). We will continue coordination with requisite permitting agencies to develop permit submittal packages as soon as possible to expedite permitting. The plans and updated opinions of probable cost will be presented in-person to your team for a review meeting. We will then submit plans for permitting agencies for review.

Adjacent Project Peer Reviews

We understand that Peer Review will be required by the Florida Division of Emergency Management as part of the design process of the adjacent WRRC project. We will coordinate

development and timing of services on this SABRE project to conform to the WRRRC project.

Land Use Planning and Construction Permitting Services:

Comments received from County Land Use Planning and Construction Permitting officials will be forwarded to the CVB's Representative. In consultation with the CVB's representative and those County planning and building officials, plans will be developed and modified to reflect land use and building code comments and will be resubmitted to the appropriate officials for approval. Up to two (2) plan revisions of materially complete plans will be provided based on land use and building codes comments, but this shall not limit our ability to consult with County Land Use Planning and Construction Permitting officials at will during plans development. Upon receipt of approved plans from those officials, the project will be ready for bidding/construction. We will update our opinions of probable costs to reflect the changes that occurred.

Bidding Services and Contracting:

Final plans and a specification bid manual will be prepared for the project. We will prepare technical specifications and work with your team on creating the front end documents. We will investigate potential alternate price items and coordinate those with your team for inclusion in the bid. We will update our opinions of probably cost to reflect the changes that occurred during permitting for comparison when bids are opened. During the bid process, we will distribute bid documents and attend and facilitate a pre-bid meeting for the prospective contractors. We will respond to contractor questions and assist in your issuing of clarifications and addenda, as necessary. We will assist your team in analyzing contractor bids and in the contract award. We will assist your team in preparing and negotiating the construction contract.

Construction Related Services (Phase II)

Our fee for Construction Administration will be negotiated at the commencement of Phase II. In the event Davis-Bacon Wage evaluations or Equal Opportunity monitoring, or both, are required Bay County will provide or cause those services to be provided.

During construction we will meet approximately twice each month with your team and the contractor on site to discuss construction progress and to observe site conditions and clarify matters for the contractor. Some of these meetings will be attended by various staff, depending on the progress of construction and items needing review. We will attend regular Owner-Architect-Contractor progress meetings and will prepare minutes of the meeting's discussions and findings. At key periods of construction, various team members, MEP and structural

engineers, etc., responsible for specific portions of the project design, will attend meetings as necessary to their trade.

Each month, we will review and approve the contractor's applications for payment. As they are submitted, we will review shop drawings, material submittals, requests for information, change order requests (both from owner and contractor), etc. As the project draws to a close, we will perform construction closeout review and coordinate with the contractor to collect contractor's occupancy certificates, warranties, as-built information and documentation in the form of red lined construction documents, O&M manuals, lien releases, etc.

Deliverables included:

Upon completion of Phase II, we shall deliver the following documents with sufficiently supporting documentation and provide a summary of all scope of work changes, if any.

Additional documentation shall include:

- a) Copy of permit(s), notice of commencement.
- b) Two sets of engineering Signed/Sealed final design and analysis, and surveying.
- c) Construction Plans and bid documents. Digital PDF copy of Final Plans and Specifications will also be furnished.
- d) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project
- e) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
- f) Color aerial map with the project area clearly marked.
- g) Color photographs of the project area.
- h) Proof of compliance with Project Conditions and Requirements contained herein.
- l) Pursuant to subsection 553.896(2), Florida Statutes, projects including the construction of new or retrofitted window or door coverings must conform to design drawings that are signed, sealed, and inspected by a structural engineer who is

registered in this state. We shall provide an inspection report and attestation or a copy of the signed and sealed plans to the County before payment will be made.

j) Any other documentation requested by the County to prepare for PH 2 contracting, not limited to Project Conditions and Requirements herein.

Exclusions:

Exclusions from the Scope of Services include: Professional Services other than those listed in the above Scope of Services, and Special Inspections and materials testing.

Other Services:

Other services not included in the Scope of Services that may be provided as an additional service include Data networking equipment specification, audio-visual systems equipment specification, procurement and specification of building furnishings beyond furniture layouts and scheduling.

EXHIBIT 2
RRQ AND CONSULTANT'S PROPOSAL

To the extent they are not inconsistent with this Agreement, the Consultant agrees to provide services to the CVB according to Request for Qualifications (RFQ) 22-65 Design Services for the Western Region Resiliency Center Project and the Consultant's response thereto said documents being incorporated into this agreement as if fully set out herein.

**EXHIBIT 3
FEES AND RATES**

SABRE CENTER

We will provide the outlined Phase I design services for a lump sum fee of \$1,003,750 to be invoiced monthly as a percentage of completion.

The lump sum is allocated as follows:

Task 1 – Pre-Design Services.....	\$124,000
Task 2 – Schematic Design.....	\$153,750
Task 3 – Design Development	\$277,250
Task 4 – Construction Documents	\$312,250
Task 5 – Permitting Services	\$73,500
Task 6 – Bidding Services	\$63,000

Reimbursable expenses (except plans review fees and, if needed, environmental permitting for wetlands) are included in the lump sum fee, over the specified project duration. If the project duration is extended, reimbursable expenses will be invoiced monthly beyond the initial end date. Plans review fees shall be advanced by us and reimbursed by the CVB upon invoicing.

Hourly Services:

Throughout the course of this project from the Schematic Design Phase through the completion and closeout of the project, as part of our base fees, our team will review requirements and prepare plans related to the FSU and Department of Defense end user. If reporting is required by these agencies, or if reviews and revisions are required by these agencies, we can provide those services hourly.

Additional Services:

If additional in-person meetings are requested, they can be provided at our hourly rates plus expenses.

It is assumed that wetlands will not be impacted, as all available wetland impacts in the Regional General Permit have already been used in the development of previous projects. Our fee includes confirmation of those wetland limits to avoid impacts. If impacts are unavoidable and additional permitting is required, including notifications of developing allowable disturbances, those will be performed as additional services.

Other services not included in the Scope of Services that may be provided as an additional service include: FEMA Map Amendments, Phase 1 Environmental Assessments, EV Charging stations design/engineering, Data networking equipment specification, audio-visual systems equipment specification, procurement and specification of building furnishings beyond furniture layouts and scheduling.

If other additional services are requested, they can be provided at our hourly rates, or through additional lump sum amounts based on these rates.

Rates for Reimbursable Expenses and Hourly Work:

Prints	cost + 10%
Postage and Shipping	cost + 10%
Mileage and Travel Expenses	cost + 10%
Copies	cost + 10%

Principal.....	\$255.00
Vice President.....	\$220.00
Division Director, Senior Architect	\$195.00
Sr. Landscape Architect, Sr. Project Manager, Sr. Engineer, Sr. Planner	\$165.00
Landscape Architect, Architect, Engineer, Project Manager, Planner.....	\$140.00
Senior Proposal Coordinator, Engineer in Training, Interior Designer	\$125.00
Land Planner, Intern Architect, BIM Specialist, GIS Specialist	
Graphic Designer, Marketing Content Manager	\$105.00

Technician\$90.00
Proposal Coordinator, Administrative Assistant.....\$85.00

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost.

EXHIBIT 4

SUPPLEMENTAL GENERAL CONDITIONS FEDERAL CONTRACT REQUIREMENTS AND CONDITIONS

For the limited purpose set forth in the Contract relating to the adjacent WRRRC Project, Consultant's attention is directed to the Supplemental General Conditions, Federal Contract Requirements and Conditions bound herein which may contain grant related rules, regulations and requirements.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

- (A) In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- (B) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (C) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (D) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity,"

and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- (E) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (F) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by
- (G) Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (H) **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (I) **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (J) **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (K) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (L) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

- (M) Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (N) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (O) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (P) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(Q) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(R) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

EXHIBIT 5

CVB INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Consultant for the protection of all persons, including employees, and property. The Consultant shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The CVB may order work to be stopped if conditions exist that present immediate danger to persons or property. The Consultant acknowledges that such stoppage will not shift responsibility for any damages from the Consultant to the CVB.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the CVB, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the CVB. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the CVB's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the CVB is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the CVB can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the CVB's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Consultant shall procure and maintain the following described insurance, except for coverages specifically waived by the CVB, on policies and with insurers acceptable to the CVB. These insurance requirements shall not limit the liability of the Consultant. All subcontractors are subject to the same coverages and limits as the Consultant. The CVB does not represent these types or amounts of insurance to be

sufficient or adequate to protect the Consultant's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Consultant's insurance policies shall be endorsed to name the CVB as an additional insured to the extent of the CVB's interests arising from this contract, contract, or lease.

c. Except for workers' compensation, the Consultant waives its right of recovery against the CVB, to the extent permitted by its insurance policies.

d. The Consultant's deductibles/self-insured retentions shall be disclosed to the CVB and may be disapproved by the CVB. They shall be reduced or eliminated at the option of the CVB. The Consultant is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Consultant or any other insurance of the Consultant shall be considered primary, and insurance of the CVB shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the CVB, Insurance, Certificates of Insurance and any Additional Insurance provisions of this contract, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Consultant shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Consultant shall also purchase any other coverages required by law for the benefit of employees. The Consultant shall provide to the CVB an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Consultant shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS

The Consultant is required to continue to purchase products and completed operations coverage, at least to satisfy this contract, contract or lease, for a minimum of three years beyond the CVB's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the CVB shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC., 17001 Panama City Beach Parkway,, Panama City Beach, Florida 32413. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the CVB by the Consultant. **The CVB shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

2. New Certificates of Insurance are to be provided to the CVB at least 15 days after coverage renewals.

3. If requested by the CVB, the Consultant shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Consultant shall, at the option of the CVB, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. **RECEIPT OF INSUFFICIENT CERTIFICATES**

Receipt of certificates or other documentation of insurance or policies or copies of policies by the CVB, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Consultant's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, the CVB requires the following additional types of insurance.

Professional Liability/Malpractice/Errors or Omissions Coverage

The Consultant shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000.00 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.