



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

Tuesday, December 13, 2022

Council Room, PCB City Hall

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
 - A. Invocation
 - B. Pledge of Allegiance
- III. REQUESTS TO ADDRESS THE BOARD ON AGENDA ITEMS (3 Minutes)**
- IV. CONSENT AGENDA**
 - A. Recommend to the Bay County Board of Commissioners for the award of Bid 23-08 Beach Tilling & Escarpment Leveling Project
 - B. Acknowledge Receipt of the October 2022 Tourist Development Tax Collection Report
- V. ACTION ITEMS**
 - A. Award Design Services Contract to Lose Design for the SABRE Event Center
 - B. Accept Recommendation rankings of the Aaron Bessant Park Improvement RFQ Review Committee and authorize the President to negotiate and execute a contract with the highest ranked firm.
- VI. PRESENTATIONS**
 - A. Indoor Sports & Event Center Update, Mr. Dan Rowe
 - B. Sports Tourism Industry & Publix Sports Park Update, Mr. Jason Clement
- VII. PRESIDENTS REPORT**
- VIII. CHAIRMAN'S REPORT**
- IX. AUDIENCE PARTICIPATION**
- X. ADJOURNMENT**

**Bay County Board of County Commissioners
 Bid Tabulation Sheet
 23-08 ITB Beach Tilling & Escarpment Leveling**

Opened by: Karen Grindle; Tabulated by: Ken Longstreet

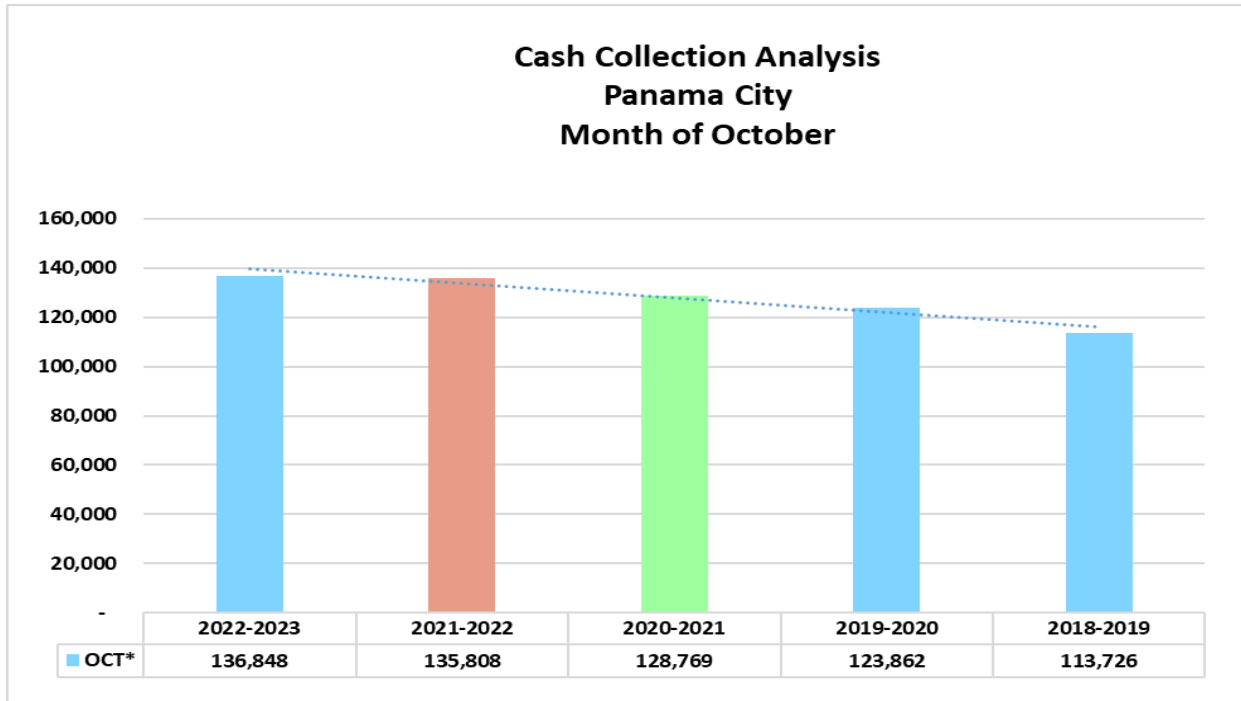
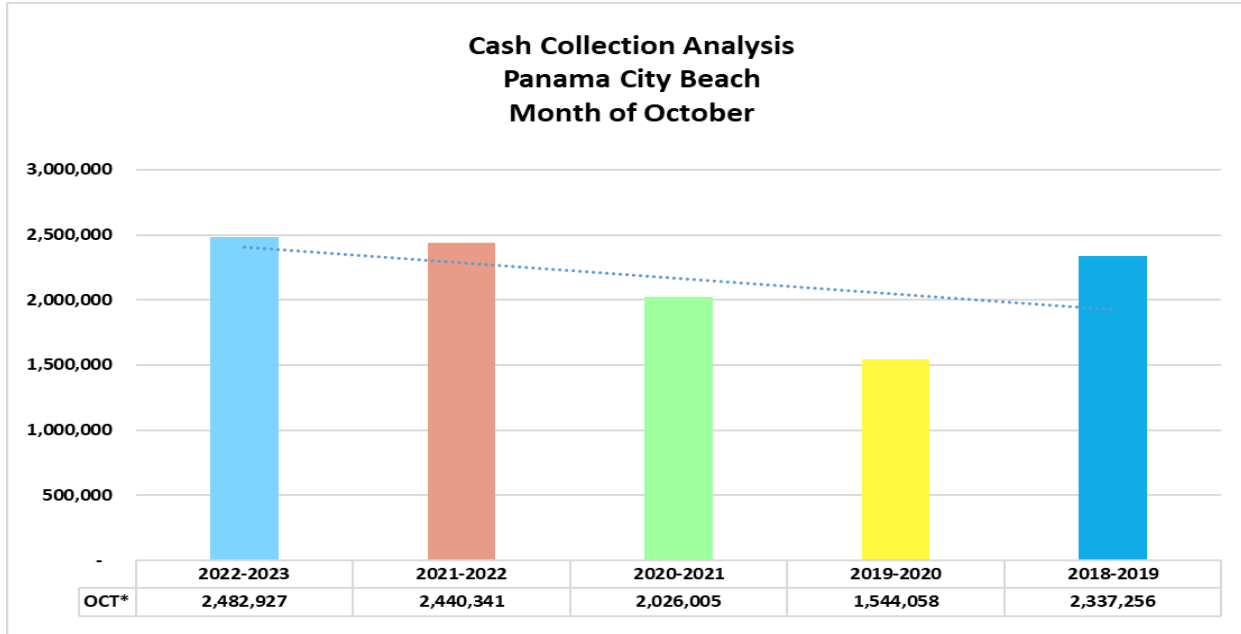
Opening: Friday December 9, 2022 @ 2:01 pm

Vendor	Total Base Bid	Bid Form	Addendum Acknowledgement	Anti-Collusion	Certification Regarding Scrutinized	Conflict of Interest	Identical Tie Bids / Drug Free Workplace	Questionnaire to accompany Bid	Sub-Contractors	Project Schedule	Order of Work Outline	Bid Bond
Coastal Parasail, Inc.	\$83,814.00	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Eastman Aggregate Enterprises, LLC	\$178,306.70	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

Y (yes) or N (no) or v, indicates only if documents are included with the response at the time of the opening, and is not an indication that documents are properly completed or determined to be responsive.



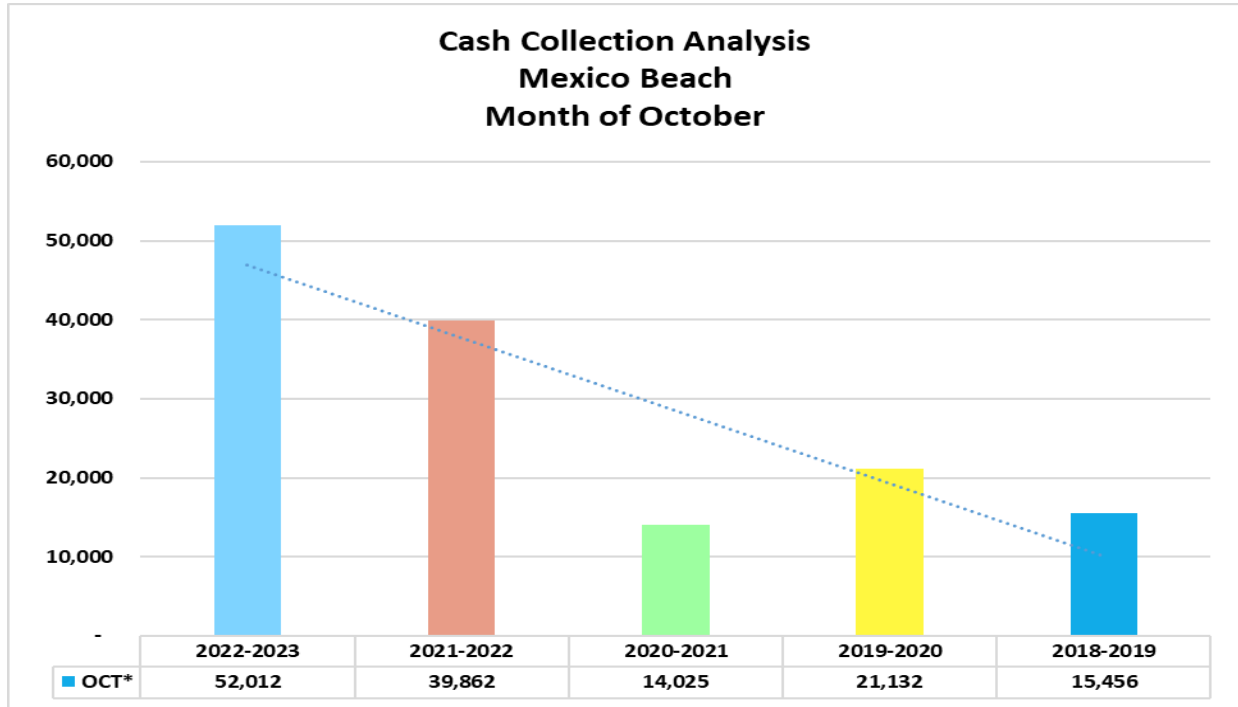
Tourist Development Tax, Bay County, Florida



Bay County Tourist Development Tax, Post Office Box 1230, Panama City, Florida 32402
Express Delivery: 225 McKenzie Ave, Panama City, Florida 32401
Phone: (850) 747-5226 Fax: (850) 747-5212
Visit us at: <https://TDC.BayCoClerk.com/TouristTax/> Email: TDC@BayCoClerk.com



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PROFESSIONAL SERVICES CONTRACT
SABRE Center CVB RFQ 22-65

This Contract, dated as of December _____, 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 WRRRC Project. Portions of the WRRRC 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 WRRRC 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 WRRRC 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.

[Signatures on Page Following]

DRAFT

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

Executed by:

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU, INC.

By: _____
Dan Rowe, President and CEO

ATTEST:

Yonnie Patronis, Board Secretary

Approved as to form

Office of Bay CVB Attorney

LOSE DESIGN
Consultant

By: _____
(Authorized Representative)

Its: _____

State of _____
CVB of _____

This Contract was acknowledged and subscribed before me the undersigned notary by _____, as _____ of Lose Design and with proper authority, and who is personally known by me or produced identification of _____.

Notary Public

EXHIBITS:

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

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 WRRRC 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.
- i) 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.

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**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.

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EXHIBIT 4

SUPPLEMENTAL GENERAL CONDITIONS FEDERAL CONTRACT REQUIREMENTS AND CONDITIONS

For the limited purpose set forth in the Contract relating to the adjacent WRRC 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.

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(R) See §200.322 Procurement of recovered materials.

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

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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.

**DESIGN SERVICES FOR AARON BESSANT PARK
IMPROVEMENTS (RFQ 22-10)**

DESIGN SERVICES FOR AARON BESSANT PARK IMPROVEMENTS (RFQ 22-10) Scoring Sheet - Summary Page				
Reviewer		Responsive Firms		
		HEIDT DESIGN	LOSE DESIGN	STOA Architects
Clair Pease		82	96	81
Dan Rowe		75	94	89
Al Shortt		74	89	86
AVERAGE		77	93	85

THE EVOLUTION OF A PROJECT – SABRE EVENT CENTER

PANAMA CITY BEACH, FLORIDA



LOCATION – Breakfast Point East



Publix Sports Park – Catalyst for Transforming East End of PCB



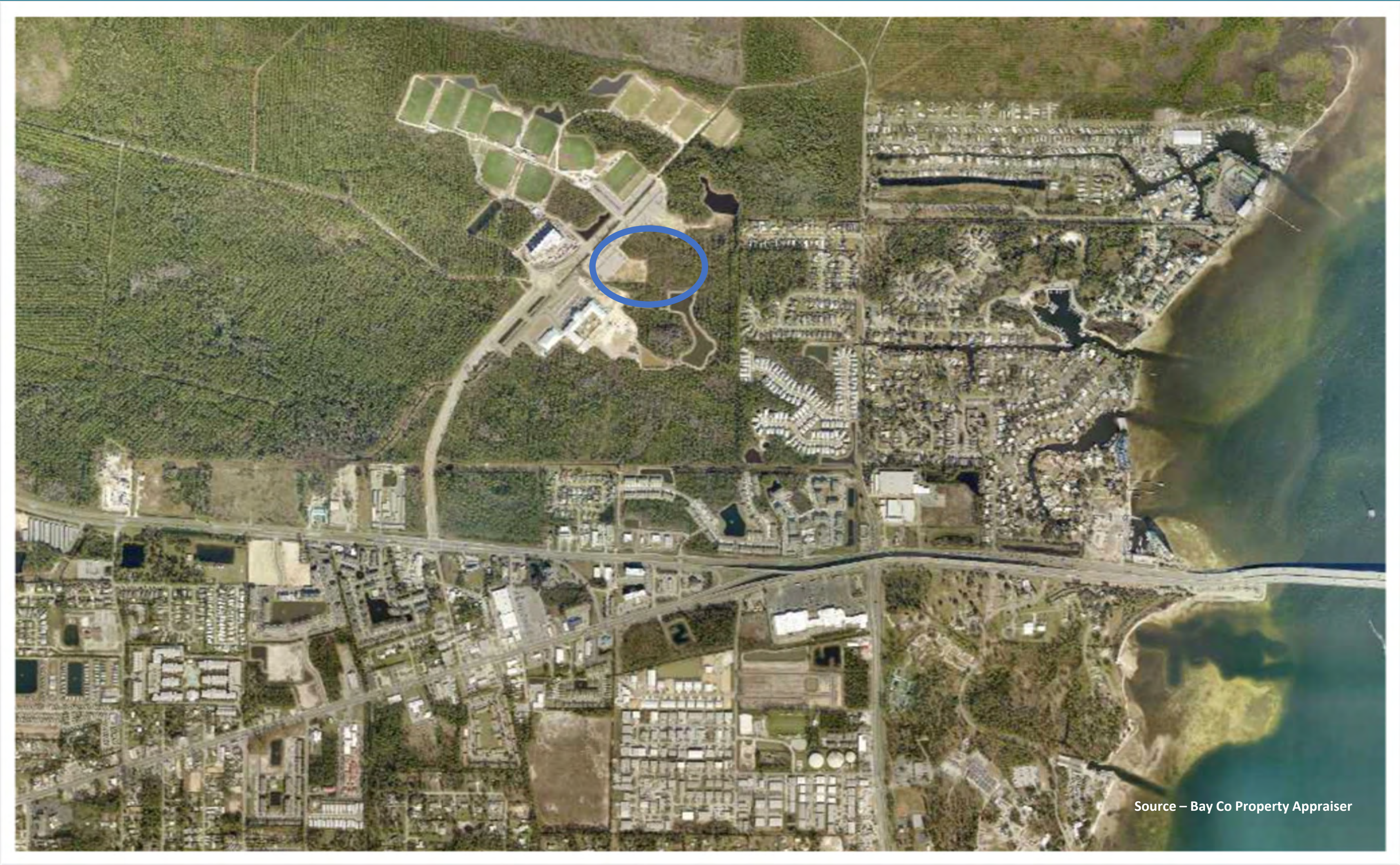
Source – Bay Co Property Appraiser

ST JOE UPDATES MASTER PLAN – Chip Seal Parkway Technology Park



Source – Bay Co Property Appraiser

Panama City Beach Indoor Sports Center



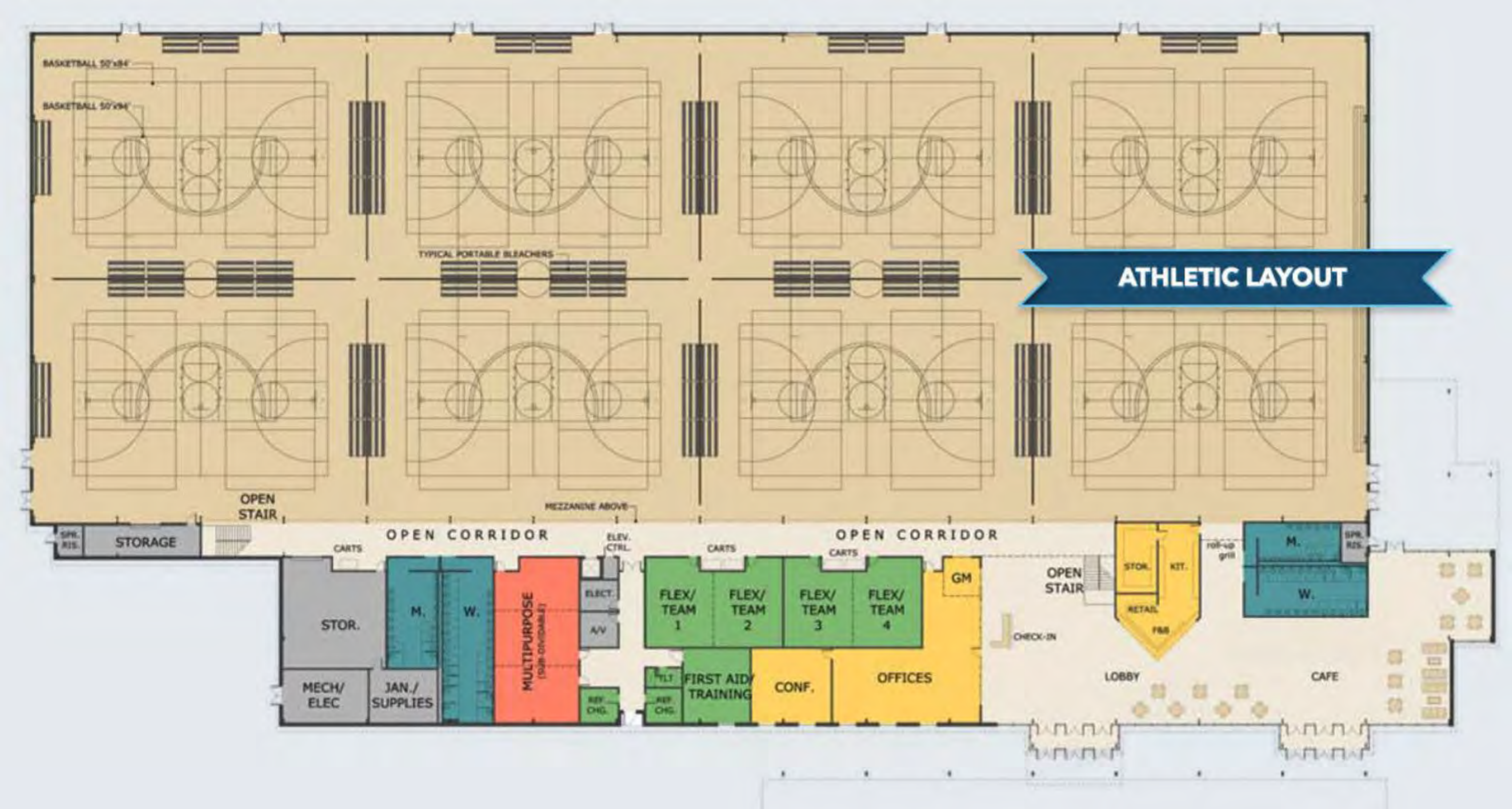
Source – Bay Co Property Appraiser



PANAMA CITY BEACH INDOOR SPORTS FACILITY

INDOOR SPORTS CENTER
PANAMA CITY BEACH, FLORIDA

INDOOR SPORTS CENTER – initial concept



HURRICANE MICHAEL – identified unmet community needs



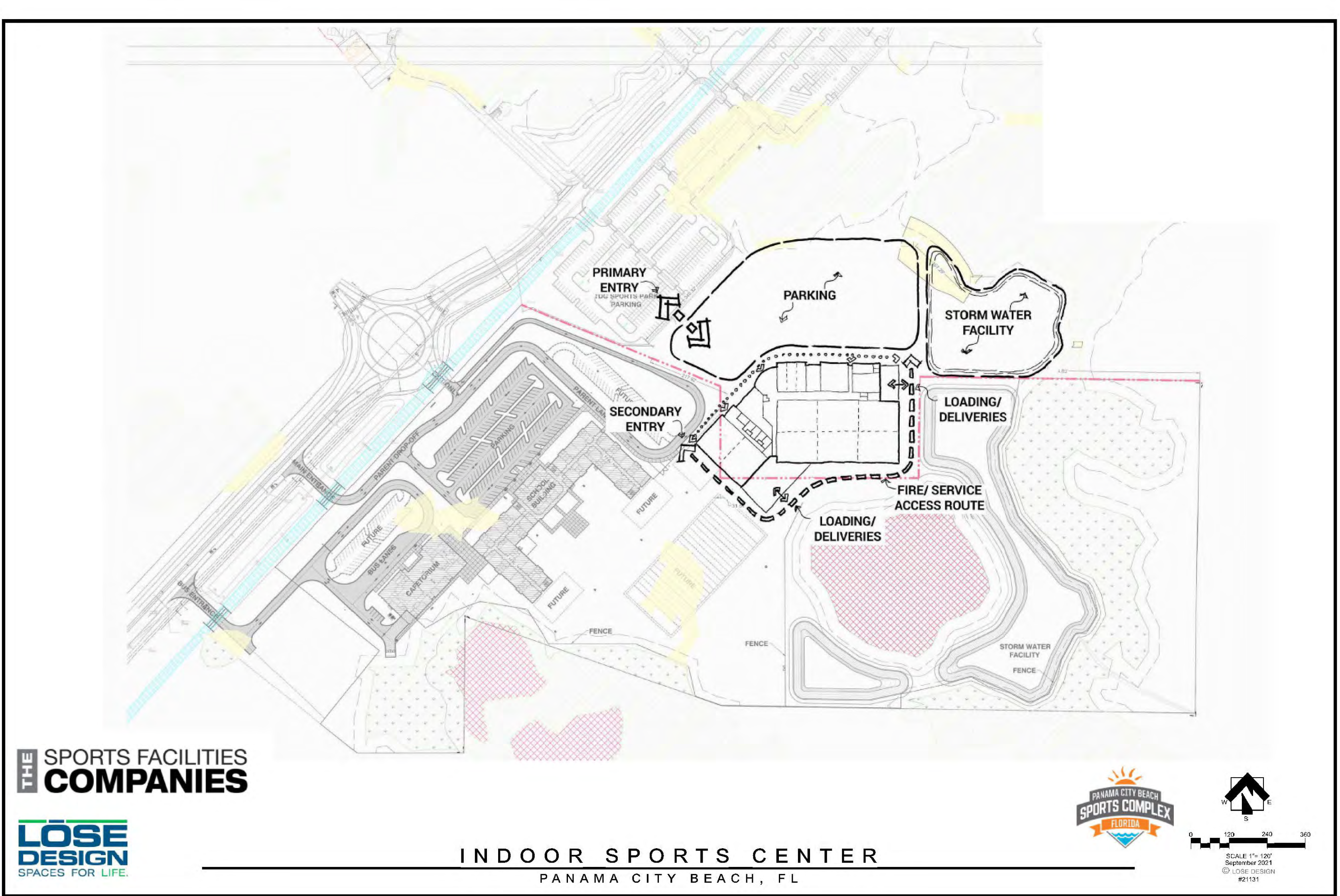
WESTERN REGION RESILIENCY CENTER – was born



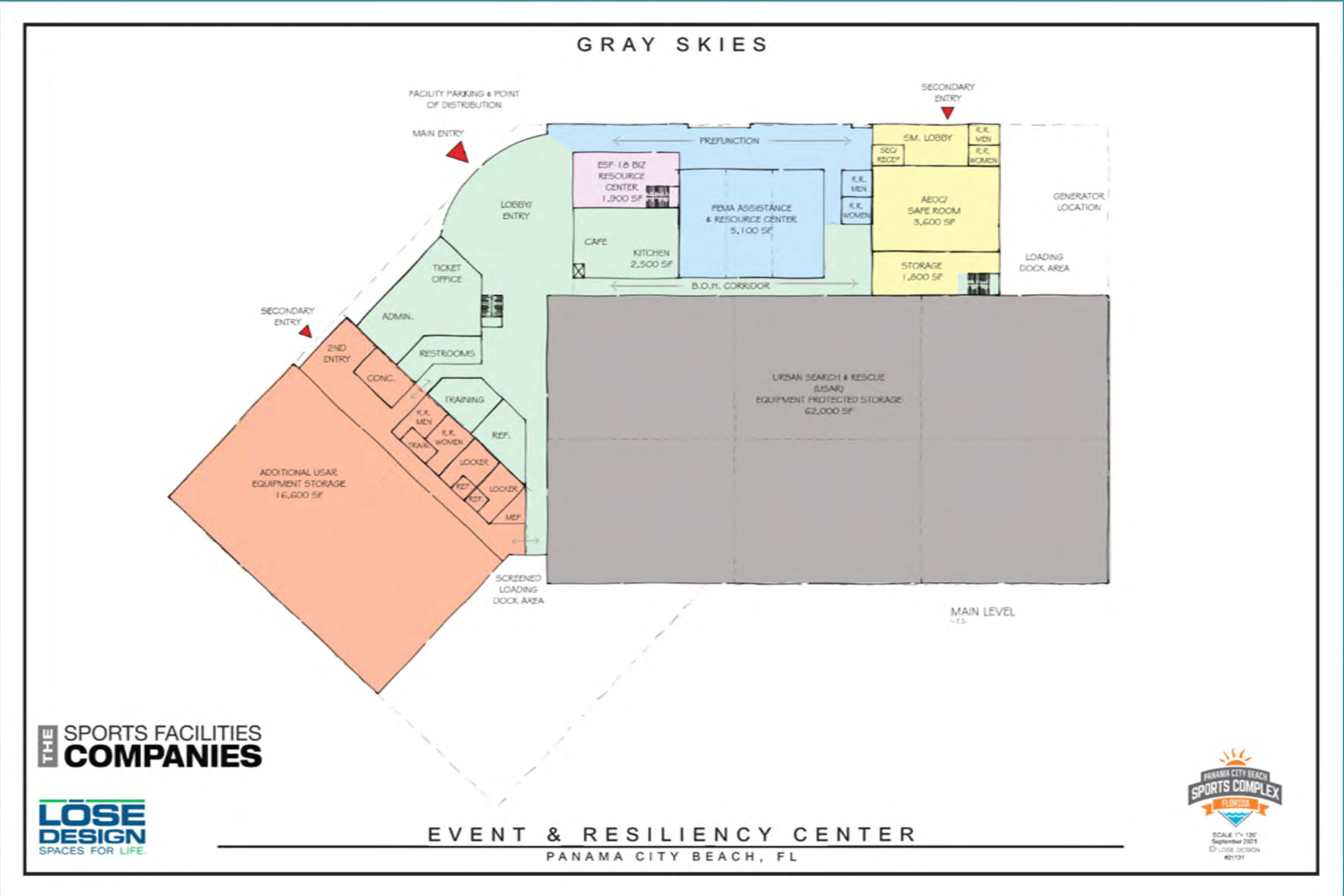
The Panama City Sports Complex, a mixed- use sports and special events center which is the centerpiece of the next phase of development within Breakfast Point East. The project will foster economic development opportunities as well as address several of the community's unmet needs related to disaster response.

LOSE
DESIGN
SPACES FOR LIFE.

SABRE CENTER PROJECT – Site Layout draft



SABRE CENTER PROJECT – Gray Sky Layout draft



THE SPORTS FACILITIES COMPANIES

LOSE DESIGN
SPACES FOR LIFE

EVENT & RESILIENCY CENTER
PANAMA CITY BEACH, FL

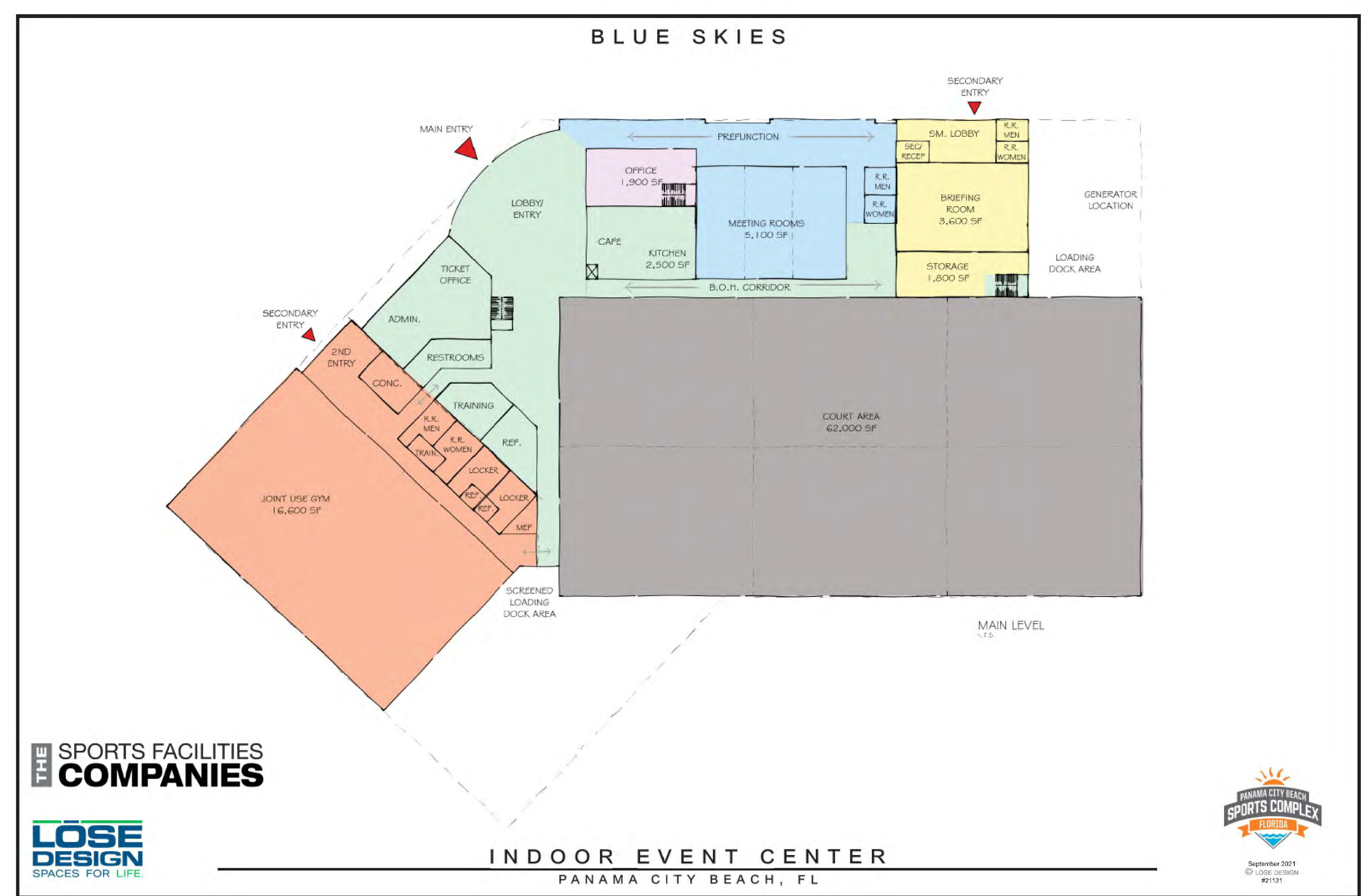


SABRE CENTER PROJECT aka WESTERN REGION RESILIENCY CENTER | gray sky uses

DISASTER RESPONSE & RECOVERY

- Alternate Bay County Emergency Operations Center (aEOC)
- Post-disaster Business Resource Center to stand up local companies
- “Hardened” to withstand 200 mph winds
- Secure fiber ring connection to primary EOC
- FEMA Safe Room to protect first responders: law enforcement, fire, EMS, public works, utilities
- Indoor storage capacity for heavy equipment, helicopters, vehicles
- Logistical Staging Area (LSA) for out-of-town responders
- Controlled access Point of Distribution (POD) site to serve disaster victims

SABRE CENTER PROJECT – Blue Sky Layout draft



THE SPORTS FACILITIES COMPANIES

LOSE DESIGN
SPACES FOR LIFE.

INDOOR EVENT CENTER
PANAMA CITY BEACH, FL



September 2021
© LOSE DESIGN
#21131

SABRE CENTER PROJECT | blue sky uses

SPORTS & EVENTS

- 100,000 square foot indoor sports center
- Court sports: basketball & volleyball
- Other sports: wrestling, gymnastics, cheerleading, drone racing
- Expositions and trade shows
- Meeting rooms, locker rooms, training/physical therapy rooms
- Commercial kitchen & laundry facilities
- Joint use gymnasium shared with Walsingham Academy
- Additional 17,000 square feet of collaboration, conference, catering and office space

COMMUNITY – HIGH TECH – RESEARCH & DEVELOPMENT

- Expands Bay County's high-tech ecosystem in the fields of marine technologies, aerial & submersible autonomous unmanned vehicles, warfighting
- Work space for visiting NavalX Tech Bridge R&D engineers
- Temporary office space for Economic Development Alliance partners
- Indoor drone testing facility
- Adjacent to the St. Joe Company's planned Breakfast Point East technology park:
 - ✓ Hub for innovation, job training, system development, entrepreneurship
 - ✓ Location for tech business incubator
 - ✓ Linkage to FSU Panama City, FAMU-FSU College of Engineering & Gulf Coast State College
 - ✓ Collaboration with marine-focused government contractors

SUPPORTING NAVALX GULF TECH BRIDGE | Panama City Beach, FL



TECH BRIDGE GULF COAST – powered by NavalX



NAVALX TECH BRIDGE – Overview

The United States Military has a long and rich history of leveraging technological advancements in support of our nation's warfighters for wider commercial applications that improve the lives of our citizens.

The 2018 National Defense Strategy was a call to the Department of Defense to find ways to harness innovation in private businesses and academia to better serve and protect our country. As a response, Assistant Secretary of the Navy for Research, Development and Acquisition (ASN RDA) Hon. James "Hondo" Geurts established NavalX in February 2019 to expand Department of the Navy (DON) capabilities.

As a vehicle to foster collaboration between naval labs, industry, academia and other military branches, and to make innovation more scalable, a NavalX Tech Bridge utilizes space in a commercial business setting rather than on-base. An off-base location offers a more easily accessible landing spot to foster a collaboration ecosystem that builds productive partnerships and accelerates delivery of dual use solutions to the warfighter. NavalX Tech Bridges offer access to state and local government and academic agencies, thereby creating a richer regional innovation ecosystem and further supporting economic development.

Tech Bridges operate similar to business franchises so each region can develop its own model to connect the "unique innovation ecosystem" of the region. Each site aims to facilitate efforts focused on solving difficult problems identified by the Fleet and Navy Department workforce in that area of specialty.

Tech Bridges establish off-base collaborative spaces that connect components of the Navy workforce with startups, small businesses, traditional large companies and academia. In this way, Tech Bridges build sustainable networks for collaboration and accelerate problem solving. The off-base spaces also lower barriers that could hamper external collaboration.

As a direct report initiative under the Assistant Secretary of the Navy for Research, Development, and Acquisition (ASN RDA) and sponsored by the Office of Naval Research (ONR), the network of 16 NavalX Tech Bridge locations connects experts and solutions to Naval needs and challenges by: serving as a platform that connects people, ideas and best practices; guiding naval stakeholders to rapidly deliver capabilities; and, encouraging and fostering positive and productive culture change.

THE ROLE OF THE GULF COAST TECH BRIDGE IN FOSTERING BAY COUNTY, FLORIDA'S INNOVATION ECOSYSTEM

Within the Department of the Navy (DON), the Naval Sea Systems Command (NAVSEA) Warfare Centers are the hubs of research, development and technological advancement. Naval Support Activity – Panama City (NSA-PC) is home to the Naval Surface Warfare Center whose mission is to conduct research, development, testing and evaluation (RDT&E) and in-service support of the following core mission areas: Mine Warfare Systems, Naval Special Warfare Systems, Diving and Life Support Systems, Amphibious/Expeditionary Maneuver Warfare Systems and other missions that occur in the littoral (coastal) coastal regions.

On December 9, 2020, DON announced the establishment of the Gulf Coast Tech Bridge, thereby highlighting the importance of tech-centric facilities within Bay County to support local military missions. The purpose of the Gulf Coast Tech Bridge is to enable greater collaboration with non-traditional partners and develop partnerships that will help naval forces execute their missions. Divisions of NSA-PC are leading this mission throughout the region spanning from Tallahassee, Florida to New Orleans, Louisiana. Supported by NavalX, Gulf Coast Tech Bridge will act as a stimulus for potential development of a technology accelerator and innovation/collaboration hub for academia, defense contractors, military personnel and local entrepreneurs.

Technology facility partnerships associated with:

- Naval Surface Warfare Center – Crane, IN
- Naval Surface Warfare Center – Indian Head, MD
- Naval Air Warfare Center, Pax River, MD
- Cyber Innovation Center Barksdale Airforce Base, LA
- Palmetto Tech Bridge/SCRA, Charleston SC
- Innovate Newport, Newport RI

WESTGATE @ NSWC – Crane

Crane, IN

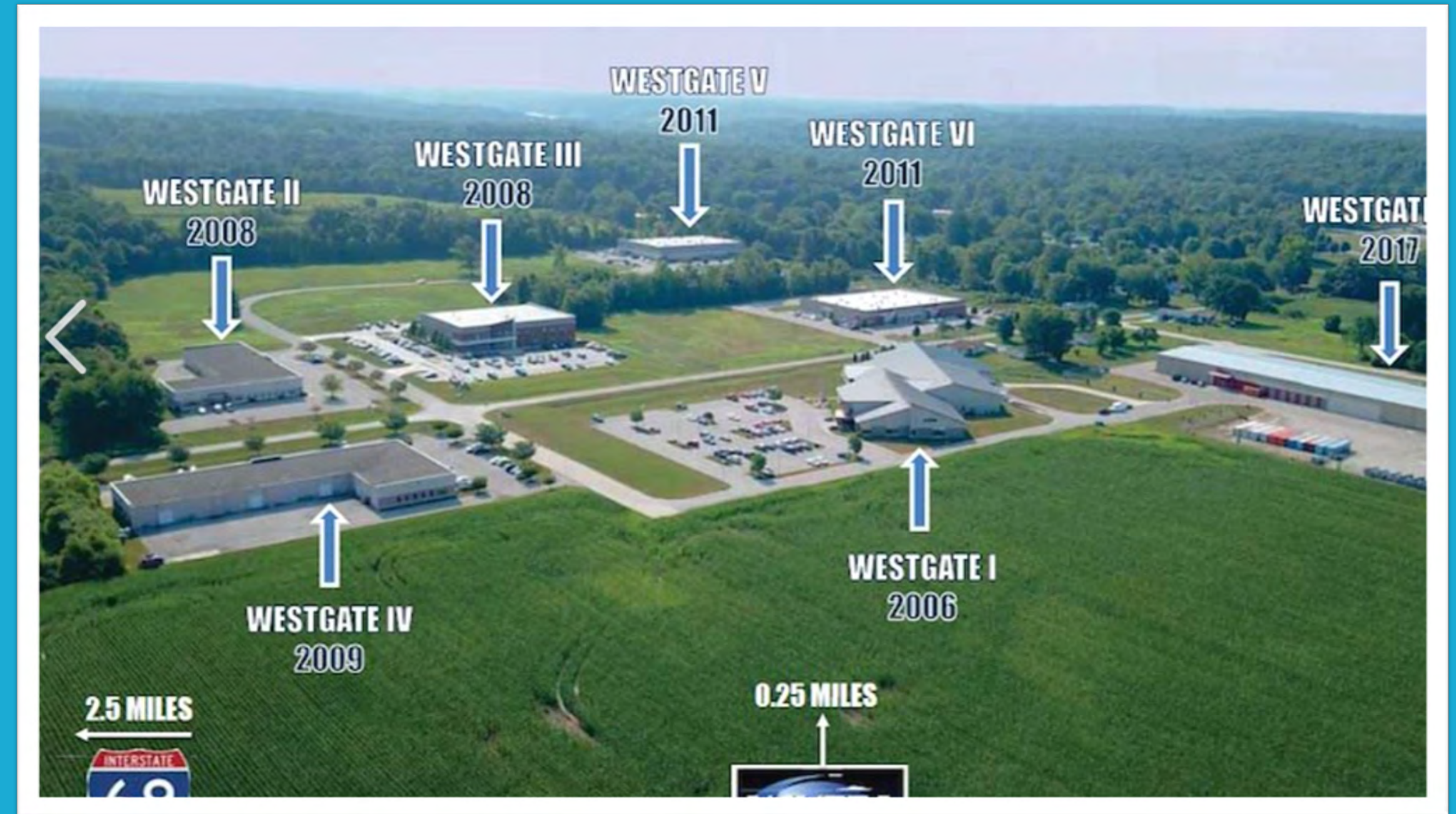
WestGate Technology Park is one of the nation's most successful collaborative environments that fosters innovation among military, academic and private sector research personnel.

Within the technology park, the 64,000 square foot WestGate Academy is a hub for more than 30 companies providing technical capabilities and services to NSWC-Crane, NavalX Midwest Tech Bridge and a host of customers and partners. The companies contribute to the strength and vitality of the Southern Indiana entrepreneurial ecosystem. The Academy also offers conference space and other amenities to host training sessions, workshops or seminars.

The Midwest Tech Bridge and NSWC-Crane utilize the facilities at Westgate for:

- Technology partnerships;
- Technology transfer;
- Commercialization via intellectual property and patents; and,
- Directly engaging university resources

Employment/Jobs Data, since 2017: 875 Employees
89 startups



IN3 Cyber Physical Systems (CyPhy) Lab, WestGate Crane, IN

In August 2021, the Indiana Innovation Institute (IN3) opened a new laboratory in WestGate@Crane Technology Park that will provide state-of-the-art equipment and expertise to assist industry, military and academia in turning their concepts into working prototypes. The overall goal is to increase collaboration and reduce barriers in creating deployed solutions for the defense, government, national intelligence and commercial sectors.

The Cyber Physical Systems (CyPhy) Lab is divided into an electronics test and integration bay, sensor integration bay, additive manufacturing and machine shop, and modeling and simulation workspace. The nearly 2,000-square-foot area also has a conference area for collaboration among organizations or individuals working on a project, and the facility is connected to I-Light, a high-speed fiber optic network that links state, national, and international research and education communities and powers high-quality video connections and the ability to exchange large data files.

Equipment in the new lab was made possible through a grant from the Office of Naval Research, supported by NSWC Crane and NavalX Midwest Tech Bridge. Indiana University provided support for linking to the I-Light network.



VELOCITY CENTER, NSWC - INDIAN HEAD, MD

Owned by the College of Southern Maryland, the Velocity Center is a 13,000 square feet located outside of the Naval Surface Warfare Center, Indian Head Division.

The Navy utilizes the Center for conferences, meetings, showcases and professional development events. Navy scientists and industry leaders can interact with others and have a place to tinker and conduct unclassified research. The community can take advantage of the makerspace and other collaboration opportunities

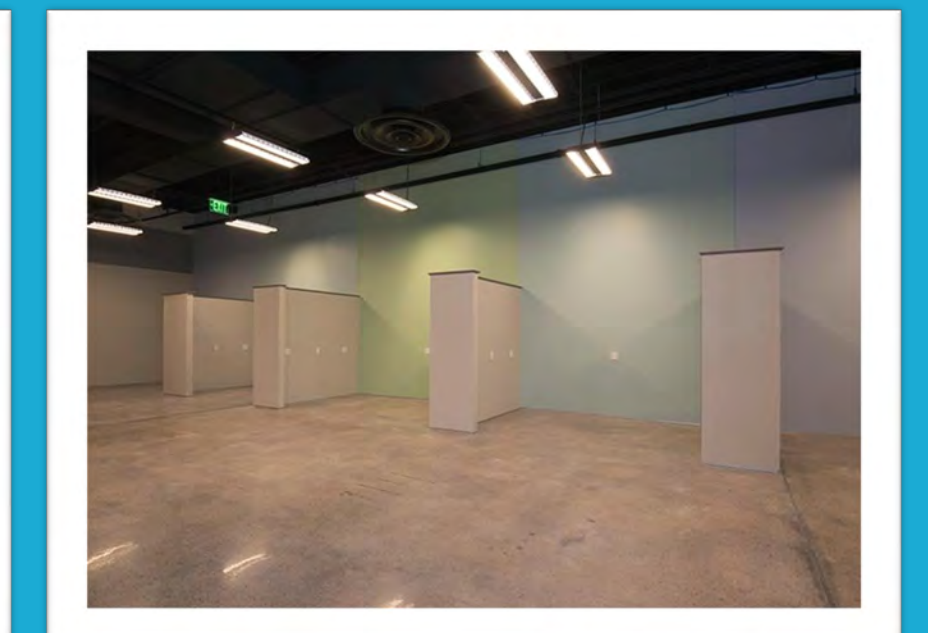
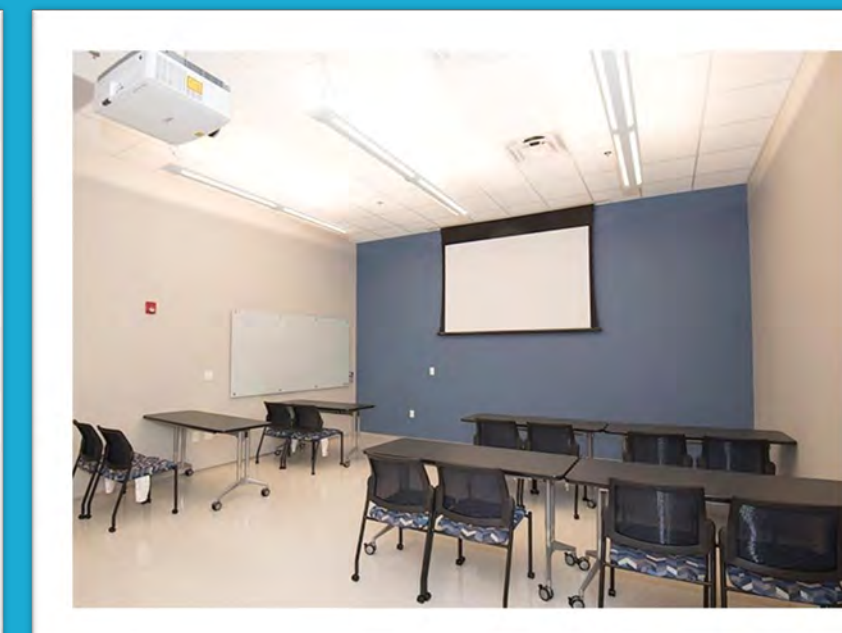
The CSM Velocity Center helps educate, train, expand, and retain the talent pipeline for Southern Maryland and the state as well as assists in professional development and collaborative projects between academia, industry and government. The facility accommodates the following types of activities:

Conference and Meeting Space

- Large conference space with seating for up to 280 people
- Two 24-seat classroom/seminar rooms
- An 8-seat boardroom-style conference room with high-definition video conferencing

Shared Flex space and Workspace

- Flex space for Navy research, ideation, and design supporting small learning workshops and seminars, vendors' showcases, technology transfer and other projects.



THE VELOCITY CENTER, NSWC – INDIAN HEAD, MD

- Shared office space that can be rented by the day or week
- Workspace designed for contractors or visitors who have business in Indian Head for short periods of time

Makerspace

- Collaborative work space for making, learning, exploring, and sharing
- Equipped with a variety of maker equipment including 3D printers, laser cutters, subtractive machines, soldering irons, and more
- Hardware and software for cyber/gaming, CAD modeling, simulation, app development, robotics, and prototyping

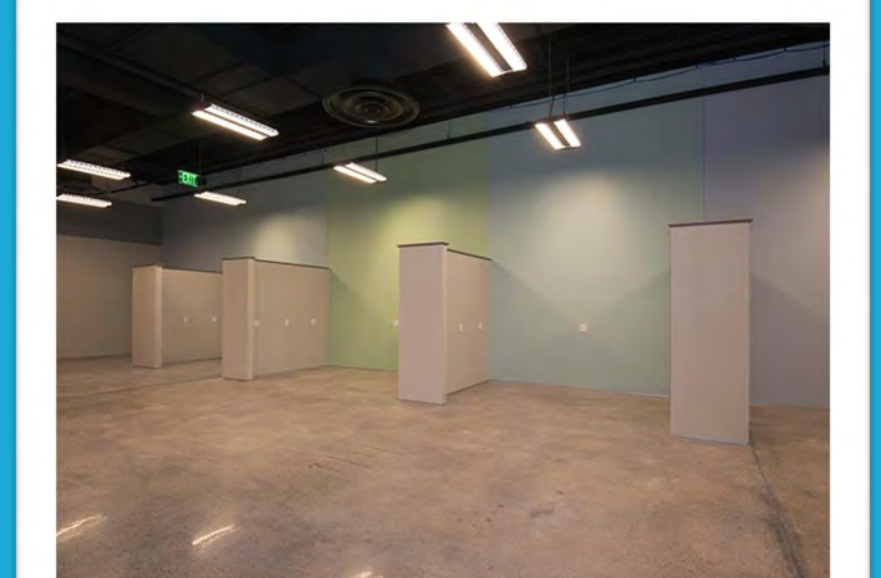
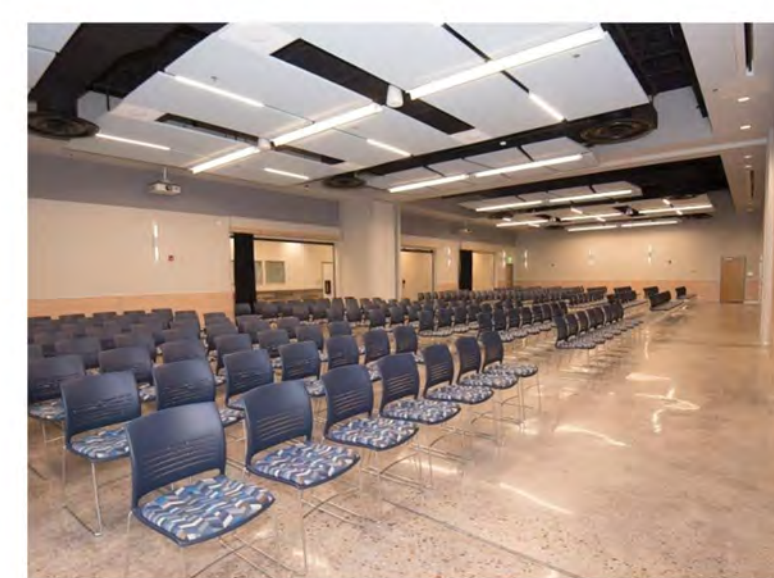
NSWC Indian Head Division is a heavy user in the space; Navy uses the space “3 out of 5 days per week on average over the last year” to host:

- Technology Collaboration Events
- Tech Transfer Meetings with Industry
- “Industry Days”

Energetics Technology Center relocated and expanded into space in the Velocity Park and the United States Bomb Technician Association is also investing in a new headquarters across the street.

Since opening in September 2020, the project has indirectly delivered 60 full time jobs to Indian Head and \$6 million in enhanced commercial tax base to the town and county.

The Velocity Center was awarded a Silver award in the “Real Estate Development & Reuse” category by the International Economic Development Council (IEDC) in October 2021.



Southern Maryland Autonomous Research & Technology (SMART) Building

Designed to serve research & development, educational, training, and workforce development needs of Naval Air Warfare Center – Aircraft Division (NAWCAD) and NAVAIR at NAS-Patuxent River. The Navy assisted in facility design aspects.

University System of Maryland is a key stakeholder

State of MD invested \$86 million in new 52,000 sq. ft SMART (St. Mary's Autonomous Research and Technology) building, opening Jan 2022.

Contains flexible classroom, conference/meeting/collaboration space for 330, R&D and engineering, maker space, 3D printing labs and open air high bay UAS testing space.

Focus on collaborative resources and research in unmanned and autonomous systems.

Funding through USM, events, conferences, research revenues (\$3-\$5M per year estimated), degree programs, etc.

Has already been the catalyst in creation of an Aerospace Innovation District surrounding the building to support and expand a \$2.4 billion County UAS industry.



Southern Maryland Autonomous Research & Technology (SMART) Building

The Southern Maryland Autonomous Research and Technology (SMART) Building features a massive Unmanned Autonomous Systems (UAS) research facility, which will include sea, air, and land capabilities. The facility will make the University System of Maryland at Southern Maryland the USM's only regional higher education center with a research component.

The new facility is also expected to be a catalyst for economic activity and job growth in the region. St. Mary's County is home to several important economic assets—including the St. Mary's County Regional Airport and Naval Air Station Patuxent River—as well as defense contractors, tech companies, and the business technology incubator, TechPort, which all combine to create a burgeoning "Innovation District" fostering an emerging research-and-development economy in Southern Maryland.

The SMART Innovation Center will offer the high-bay space of 20 foot ceilings required to test unmanned aircraft. The research conducted at USMSM will take place in tandem with testing programs conducted by the U.S. Navy at Naval Air Station Patuxent River. USMSM estimates that, within eight to ten years, research revenues from this collaboration could range from \$3 million to \$5 million per year.



CYBER INNOVATION CENTER - BOSSIER CITY, LA

Cyber Innovation Center (CIC), located in Bossier City, Louisiana, is the anchor of the 3,000 acre National Cyber Research Park and serves as the catalyst for the development and expansion of a knowledge-based workforce throughout the region.

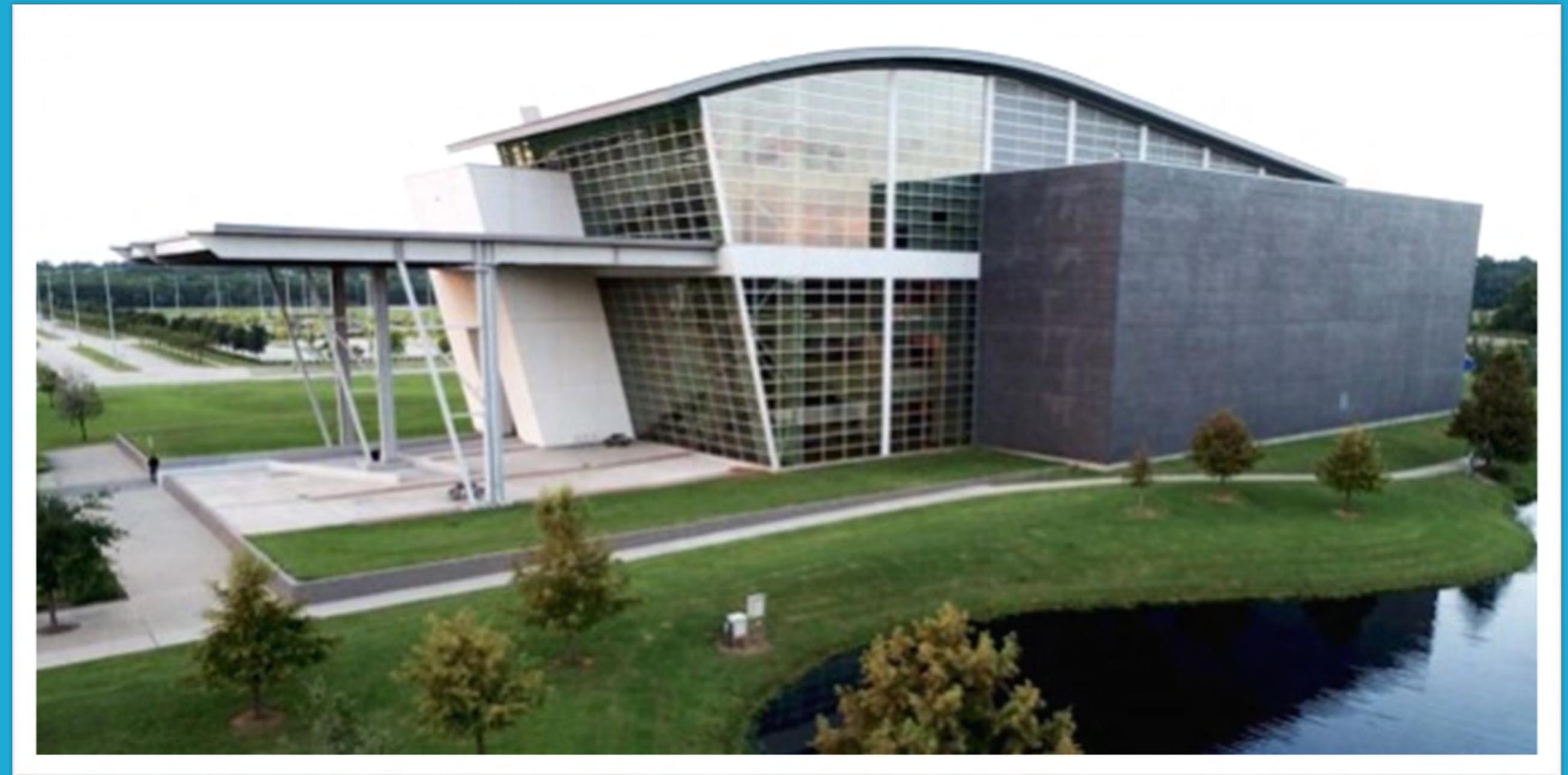
As a 501(c)(3) not-for-profit corporation, CIC fosters collaboration among its partners and accelerates technology, research and development. One of its primary missions is to develop a sustainable knowledge-based workforce that can support the growing needs of government, industry and academic partners.

Designed to support Research and Development for Air Force Global Strike Command out of Barksdale AFB

State of Louisiana and Bossier Parish invested \$107 million for this 135,000 sq. ft cyber research center as an anchor for a National Cyber Research Park. Completed 2012.

Operated and supported by a non-profit having a PIA with the Command. Focal point for cyber education, research, training, collaboration and interdisciplinary R & D.

CIC and its development of the research park has spurred 2,651 permanent jobs and \$148 million in new household earnings in Bossier and neighboring parishes since establishment in 2012. 3,898 jobs are projected by 2025



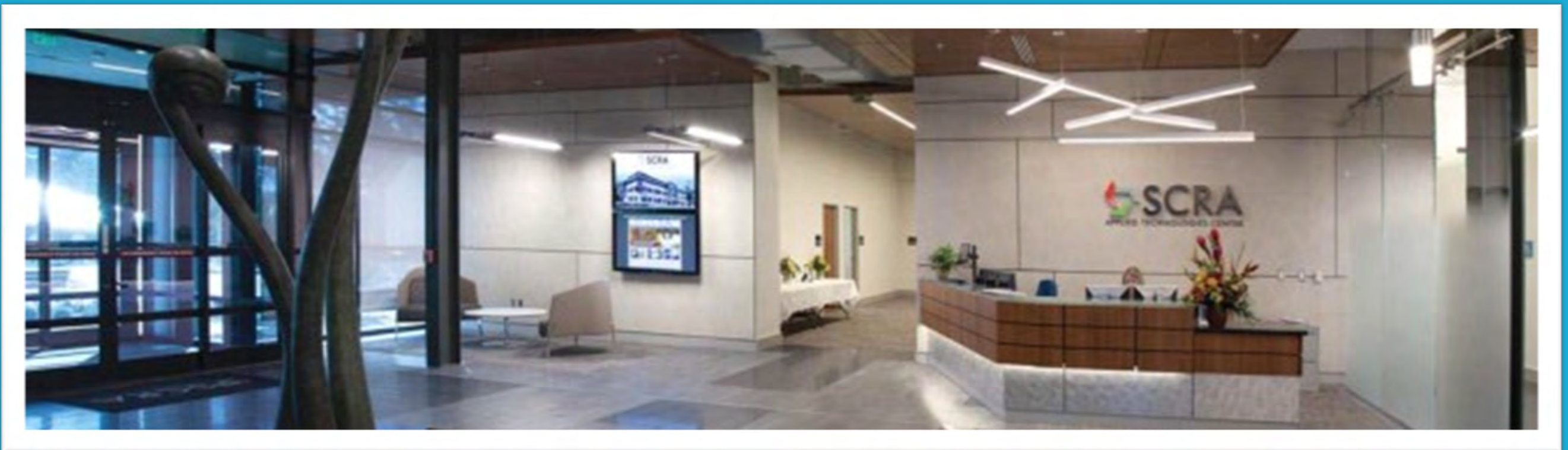
Over 250 events hosted by CIC with 6,000 attendees and \$2.89 million economic impact.

Spurred General Dynamics to locate in the park in 2016, bringing 800 jobs to the park and another 300 to the parish. GD is now working on a \$238 million task order connected to the VA's computer and software technology needs.

PALMETTO TECH BRIDGE, CHARLESTON, SC

The Palmetto Tech Bridge (PTB), located in Charleston, South Carolina, draws on talents from across industry and academia, and focuses and facilitates a considerable innovative force in developing dual-use solutions to meet national defense needs and to enhance the region's economic strength with innovative commercial products.

Though a Partnership Intermediary Agreement (PIA) with the South Carolina Research Authority (SCRA), the PTB utilizes the Applied Technologies Center in Summerville, SC. The facility offers state-of-the-art facilities for emerging companies and academic institutions including wet labs, research facilities and collaboration spaces essential to advance technology as well as to grow and attract companies to South Carolina.



INNOVATE NEWPORT, NEWPORT, RI

Innovate Newport is a collaborative initiative between the City of Newport, Newport County Development Council (the non-profit 501(c)3 arm of the Newport County Chamber of Commerce) and The Economic Development Foundation of Rhode Island.

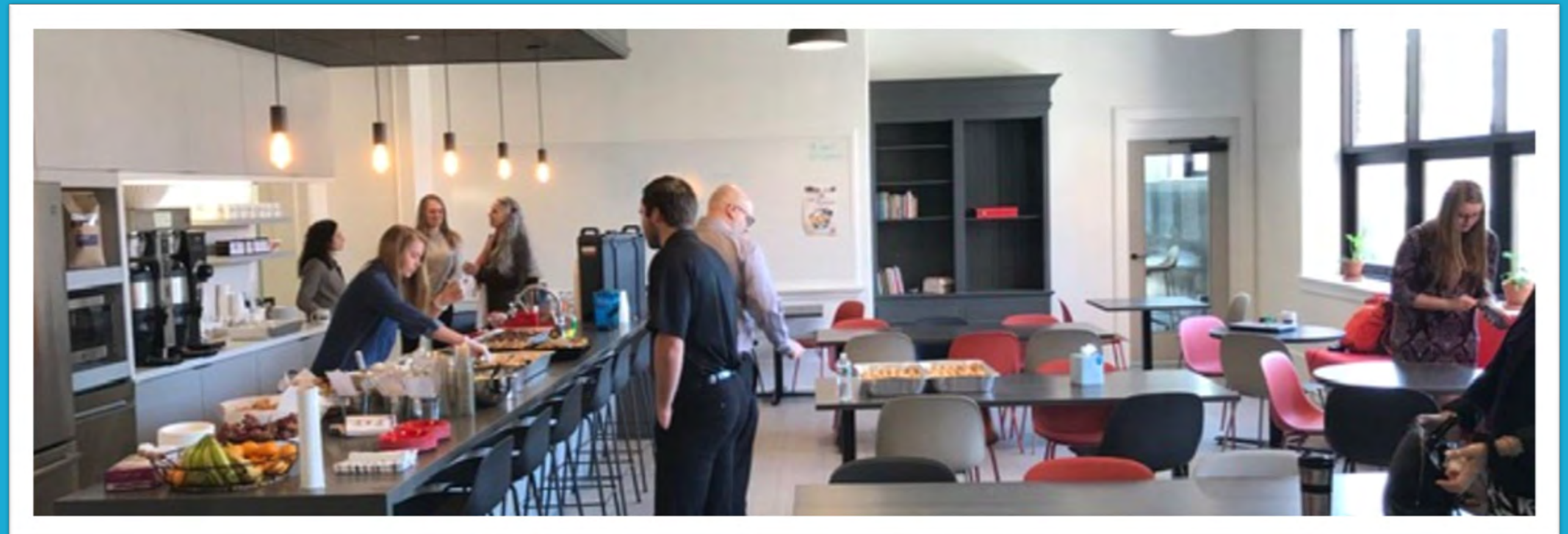
Explore Spaces

Conference Hall – Offering the perfect blend of high-tech meeting/presentation space and old school gymnasium décor. This is our largest space within Innovate Newport (2350 sq/ft) and is capable of any configuration desired. Natural light streams into the space and it comes with two large movable monitors, projection capabilities, videography, white boards, and a variety of table/chair arrangements. With capacity up to 150 guests, this is the best meeting/event space on Aquidneck Island!

Café – The Café can accommodate up to 35 people, making it the perfect informal atmosphere to relax and network. Refrigerators, coffee/tea service, and more amenities are available, too.

Cowork Space/Hot Desks – Whether working in a cozy spot or having a locked, dedicated desk, our cowork space offers many options to fit your work style.

Dedicated Desk Room – A more traditional work environment, our dedicated desk room provides a workspace that is all yours. A private file cabinet and locked room gives you the ability to leave your computer, monitor, and anything else to make your space....well.... your space!



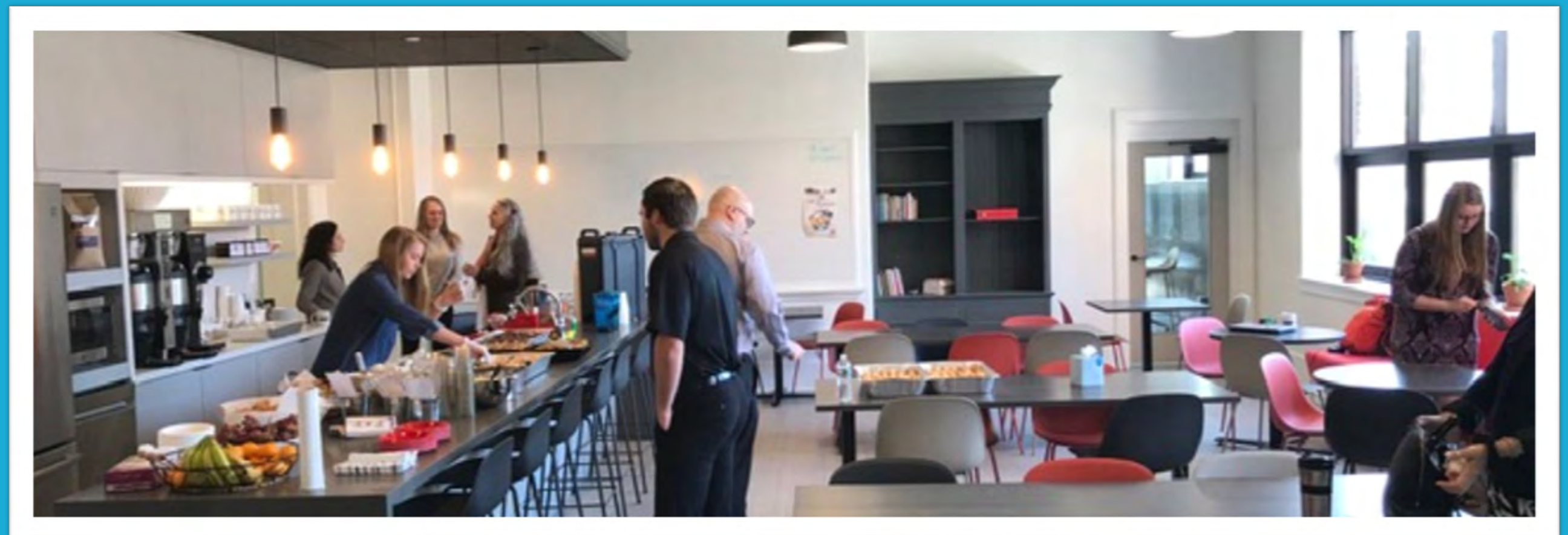
INNOVATE NEWPORT, NEWPORT, RI

Huddle Rooms – Perfect spaces for small gatherings of 6 or less. Comfortable and quiet for maximum ‘focus time’, and each equipped with a monitor.

Small Boardroom – An eight-foot conference table with executive chairs, white board, and monitor make this space ideal for a meeting of 4 to 9 individuals.

Large Boardroom – A wall of windows brings natural light into this space which holds a fourteen-foot conference table, executive chairs, large white board, and monitor. Our large board room is prepared to accommodate a formal meeting or a casual brainstorming session of 12 to 18 team members.

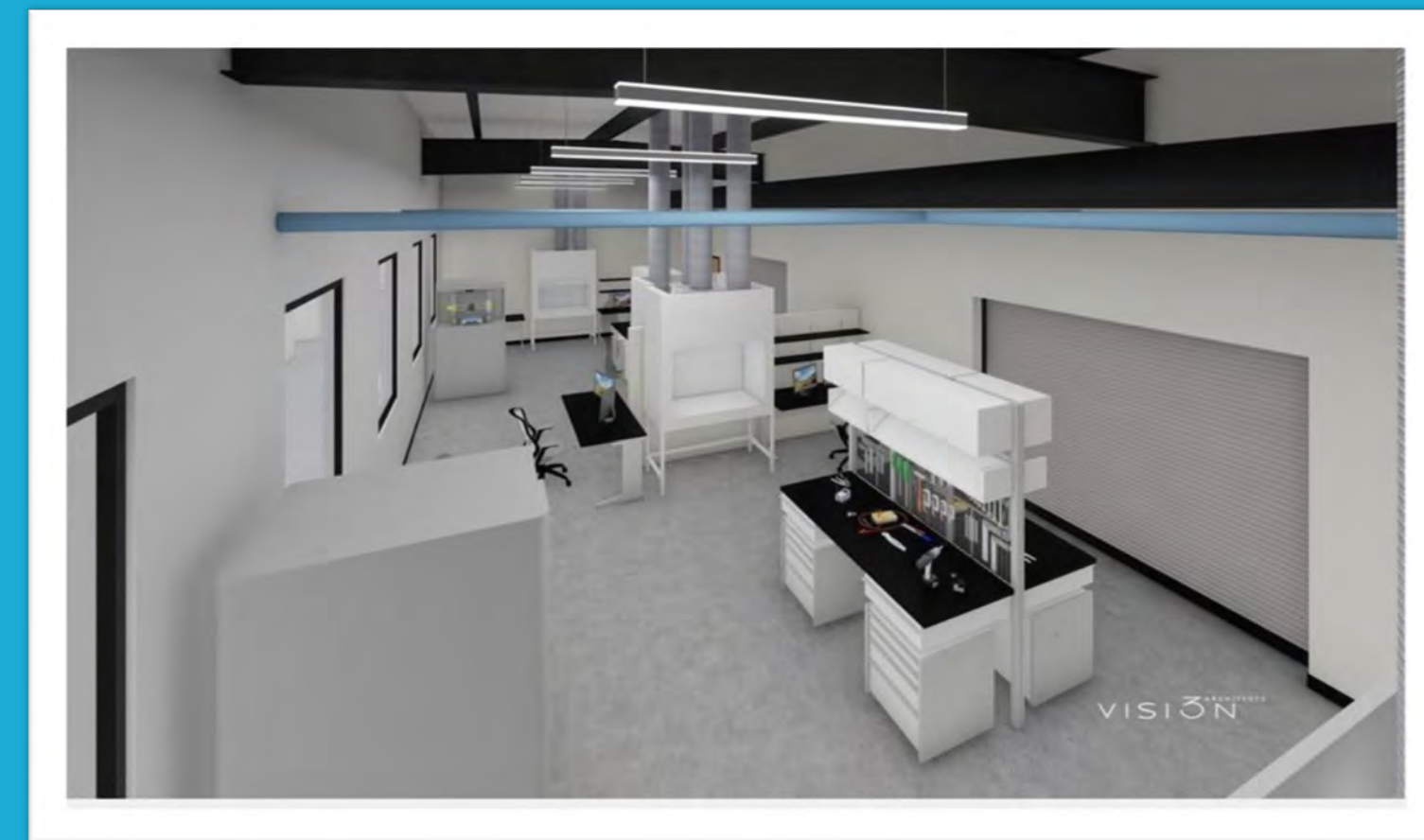
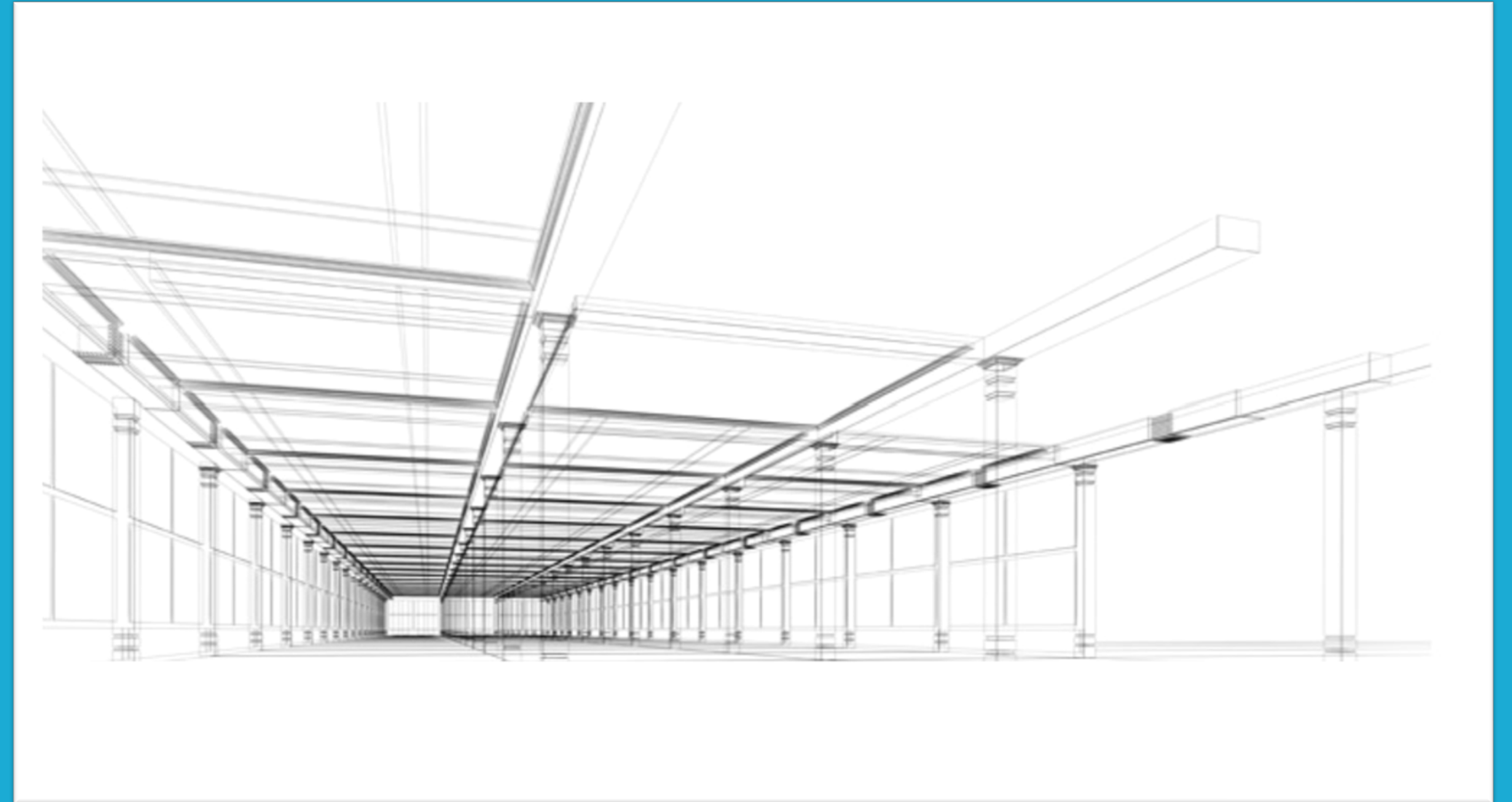
Streetside Courtyard – Enjoy Newport’s beautiful weather while outside in our courtyard. Bistro table seating and teak picnic-style tables bring it all together for a casual meeting space for up to 35 individuals.



INNOVATE NEWPORT, NEWPORT, RI

ADVANCED MATERIALS INNOVATION CENTER – Portsmouth, RI

- 17,000 sq ft Advanced Materials Innovation Center commencing 2022, by 401 Techbridge. NUWC & ONR key partners.
- 401 Techbridge is a non-profit, economic development organization. Parent org is NIST Polaris MEP.
- Separate from, but partners with NavalX NE Techbridge.
- \$8.3 million from State of RI, EDA, ONR, & NIST for renovation of an existing building.
- Envisioned as a Blue Tech Engine for RI. Superconnector to start-ups and small businesses.
- Will contain collaboration, classroom, labs, testing, small manufacturing and prototyping spaces for Navy, academia, industry.
- Focus on composite materials as Navy need and in support of a \$3B industry in RI.
- Delayed due to COVID from a projected 2021 start-up date.



THE SABRE CENTER TECHNOLOGY ECOSYSTEM PROJECT | Panama City Beach, FL

For More Information on the NavalX Tech Bridge Analogs contact:

- Jim Thomsen, Principal Deputy Assistant Secretary of the Navy for Research, Development and Acquisition 2008 – 2015
email: james.e.thomsen@gmail.com
cell phone: (301) 412 - 4699
- Gene Lauer, Economic Development Consultant Energetics Technology Center
email: glauer@etcmd.com
cell phone: (301) 741 - 1776

For More Information on the SABRE Center contact:

- Dan Rowe, Executive Director, Bay County Tourist Council/Panama City Beach CVB
email: drowe@visitpanamacitybeach.com
cell phone: (850) 819 - 5196

THE SABRE CENTER TECHNOLOGY ECOSYSTEM PROJECT | Panama City Beach, FL



SABRE EVENT CENTER - recap

The project has evolved over time to help address the Bay County's economic development and community resiliency needs.

Every aspect of this project will seamlessly integrate during during blue sky days and times of crisis.



THE SPORTS FACILITIES
COMPANIES
MANAGEMENT | ADVISORY | DEVELOPMENT

PARTNERSHIP

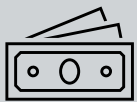
SPORTS' PLACE IN GENERATING TOURISM

- FY 2022 Economic Impact of Sports Tourism in PCB was \$139,370,965



INDUSTRY TRENDS

SPORTS TRAVELER LEVELS AND ANNUAL GROWTH



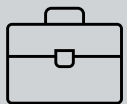
\$39.7B

Direct Spending
Impact



\$91.8B

Total Economic
Impact



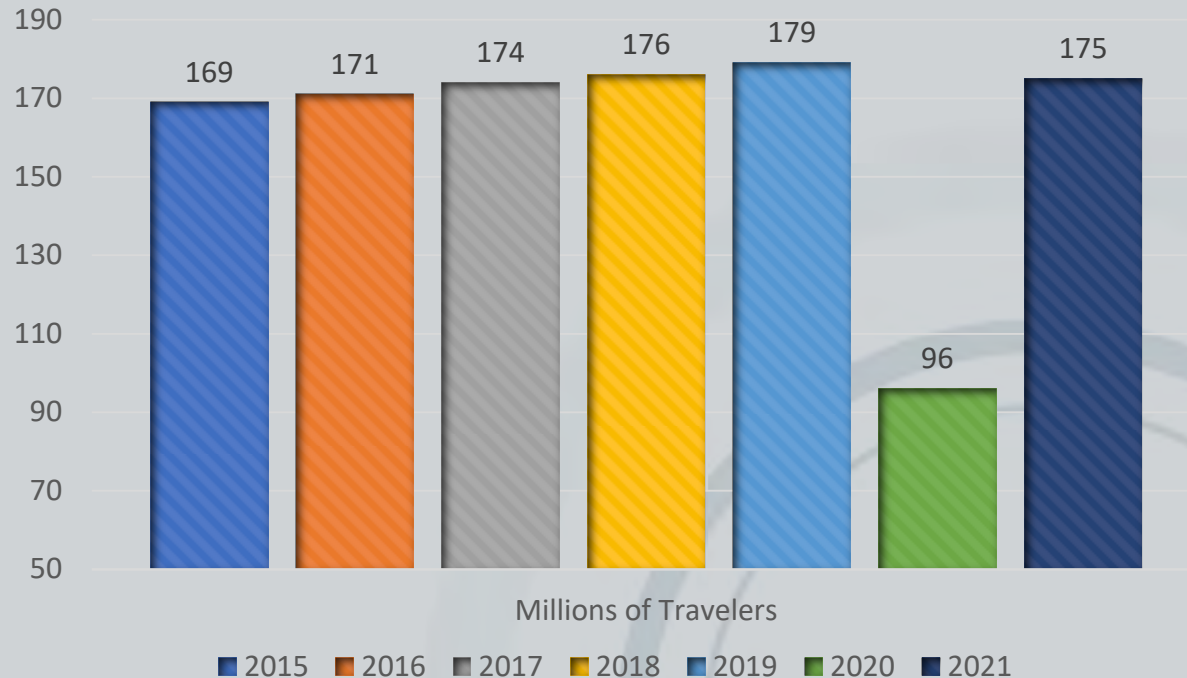
635,000

Total Jobs
Created



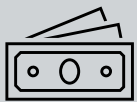
\$12.9B

Total Tax
Revenues



INDUSTRY TRENDS

SPORTS RELATED TRAVEL SPENDING AND ANNUAL GROWTH



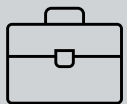
\$39.7B

Direct Spending
Impact



\$91.8B

Total Economic
Impact



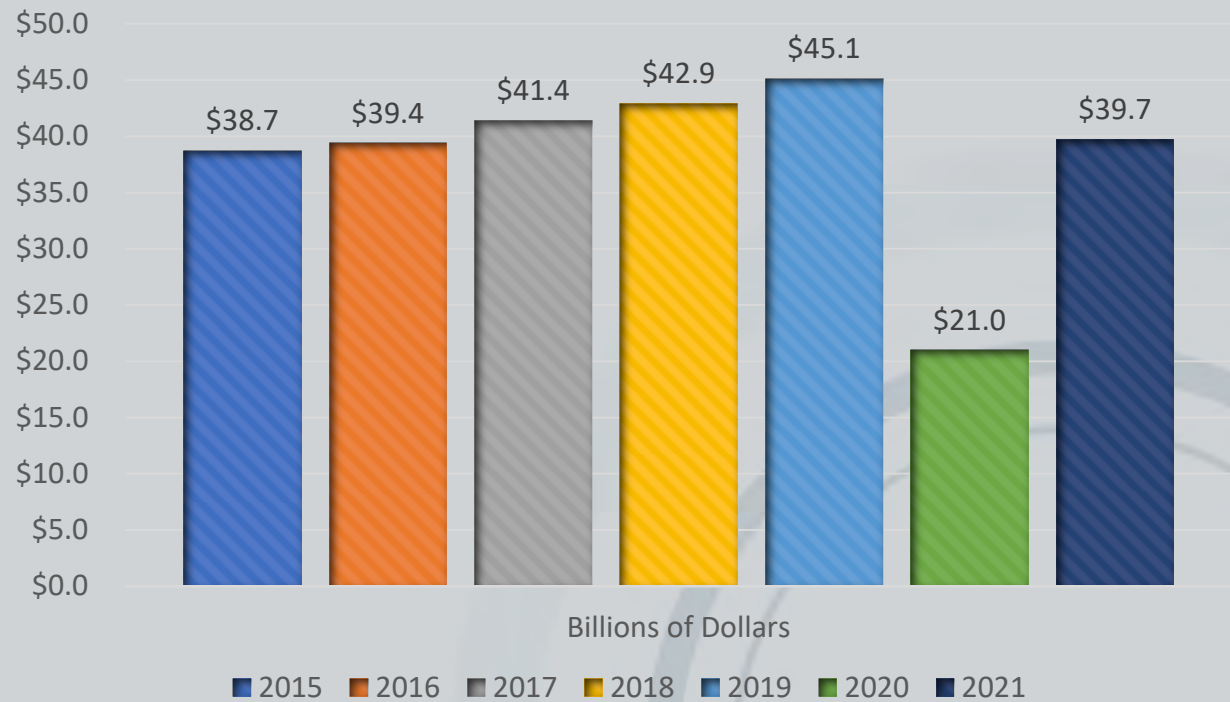
635,000

Total Jobs
Created



\$12.9B

Total Tax
Revenues



FISCAL YEAR 2021-2022 RECAP



Total Attendance:
111,093



Total Teams:
2,439



Total Economic Impact:
\$75,506,194

- Exceeded FY 21-22 budget of \$1.5M
- Budgeted 18% revenue increase for FY 22-23
- Celebrate success, but more work ahead

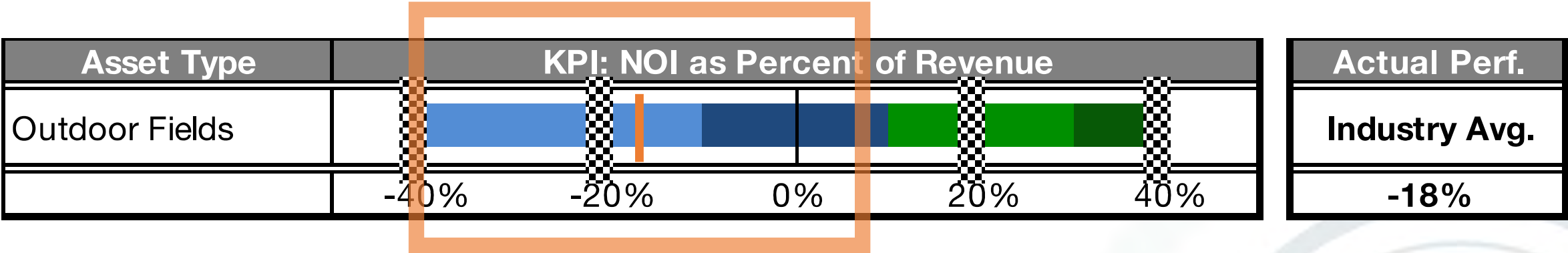
PERFORMANCE VS. INDUSTRY KPI'S

REVENUE PER FIELD

Industry Key Performance Indicators and Thresholds: Revenue					Actual Performance	
Program	Industry Avg.	High-Performing	Top-Performing	Best In Class	PSP FY 2022	
	Rev/Field	Rev/Field	Rev/Field	Rev/Field	Rev/Field	Threshold
Programs and Rentals	\$40,000	\$65,000	\$80,000	\$100,000	\$36,173	Near Ind. Avg.
Food & Beverage	\$5,000	\$15,000	\$45,000	\$225,000	\$58,657	> Top Perf.
Sponsorship & Advertising	\$2,500	\$5,000	\$10,000	\$15,000	\$13,835	Near Best in Class
Other	\$2,500	\$10,000	\$20,000	\$50,000	\$12,503	> High Per.
Total Revenue per Field	\$50,000	\$95,000	\$155,000	\$390,000	\$121,168	B/W High & Top

PERFORMANCE VS. INDUSTRY KPI'S

NET OPERATING INCOME



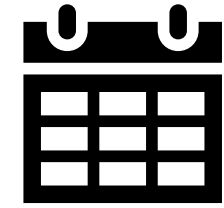
- Industry Average
- High Performing
- Top Performing
- Best in Class

PERFORMANCE VS. INDUSTRY KPI'S

ECONOMIC IMPACT PER FIELD

Industry Key Performance Indicators and Thresholds: Economic Impact					Actual Performance	
Program	Industry Avg.	High-Performing	Top-Performing	Best In Class	PSP FY 2022	
	EI/Field	EI/Field	EI/Field	EI/Field	EI/Field	Threshold
Total Economic Impact per Field	\$210,000	\$450,000	\$1,100,000	\$3,500,000	\$5,808,169	> Best In Class

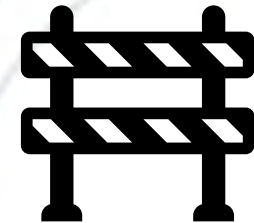
WHAT'S NEXT



2023 Bookings Focus



Rectangular Events Focus



Capital Project Completion

CONTINUED VALUE OF SFC

FIRST STEPS

RESOURCES FROM SFC HEADQUARTERS AND PARTNER FACILITIES

- Marketing
- Graphics
- Sponsorships
- Operations
- Food and Beverage
- General Managers
- Child Safety
- Legal / Risk Management
- Finance Support
- New acquisitions
- Capital partner



Over 40
Facilities



\$250M in Economic
Impact Created
Annually



485,000 Room
Nights Booked
Each Year



25,000,000
Guest Visits
Annually



CONTINUED COLLABORATION WITH VISIT PCB

**ABILITY TO COLLABORATE
BETWEEN CVB AND PSP STAFF
THROUGH STRATEGY SESSIONS**



Booking



Marketing



Sponsorships

OUR FOCUS GOING FORWARD



Constant refinement of park operations



Continued revenue growth of Publix Sports Park



Expansion of sports complex with new indoor facility



Continue our mission statement to improve the lives and economic vitality of Panama City Beach through sports!