



DESTINATION PANAMA CITY
REGULARLY SCHEDULED QUARTERLY MEETING
March 10, 2020

9:00AM (approximate time, follows City Commission Meeting)

- 1) Roll Call
- 2) Approval of Minutes
 - a) October 28, 2019
 - b) November 26, 2019
 - c) December 10, 2019
- 3) Acceptance of TDT Revenue Reports
- 4) Acceptance of Financial Statement Period Ending February 29, 2020
- 5) Visitor Center Facility
- 6) Temporary Visitors Center
- 7) City Services MOU
- 8) CEO Updates
 - a) Marketing
 - b) Sales / Groups
 - c) Staffing Grant
- 9) Public Participation
- 10) Adjournment



DESTINATION PANAMA CITY
SCHEDULED MEETING
October 22, 2019
9:00 A.M. (approximately)
Bay County Government Complex
840 West 11th Street, Panama City, FL 32401
MINUTES

- 1) Roll Call – Chairman Jenna Haligas and Board Members Greg Brudnicki, Mike Nichols, Billy Rader, Kenneth Brown, and Nirav Banker were all present for the meeting.
- 2) Motion to accept the Minutes of 07/19/19 was made by Brudnicki and seconded by Brown. Vote was unanimous.
- 3) Motion to accept Financial Report Period Ending 8/31/2019 was made by Brudnicki and seconded by Nichols. Vote was unanimous.
- 4) Motion to accept Tourist Development Tax Report as presented was made by Rader and seconded by Brown. Vote was unanimous.
- 5) Motion to authorize CEO Vigil to extend and invitation to formally present marketing agency of record was made by Nichols and seconded by Haligas. Vote was unanimous.
- 6) Motion to authorize CEO Vigil to bring Land Lease for future Visitors Center to City Administration for negotiation regarding section 7.1 Rent with final agreement brought back to the board for approval by Nichols and seconded by Rader. Vote was unanimous.
- 7) Motion to authorize CEO Vigil to engage Anchor CEI for drafting Design-Build RFP for new multi-use Visitors Center made by Brudnicki and seconded by Brown. Vote was unanimous.
- 8) After review and discussion of CEO Performance Evaluation for Jennifer Vigil, a motion was made to approve a 3% salary raise with a one-time 7% bonus by Nichols and seconded by Rader. Vote was unanimous.
- 9) CEO Vigil briefed the board regarding the topics of pole banner designers, gateway signage, short term rental business license requirements and board compositions and by-laws. No action was required on the items.
- 10) CEO Vigil announced the upcoming events, no action was required.
- 11) CEO Vigil requested the board approve the date of Nov 26, 2020 as the date for Marketing Agency formal presentations. Request approved by Banker and seconded by Nichols. Vote was unanimous.

Meeting adjourned.



DESTINATION PANAMA CITY
REGULARLY SCHEDULED QUARTERLY MEETING
November 26, 2019

9:00 A.M. (approx. – immediately following schedule City of Panama City meetings)
840 West 11th Street, Panama City, FL 32401
Commission Chambers
MINUTES

- 1) Roll Call – Chairman Haligas and board members Greg Brudnicki, Mike Nichols, Kenneth Brown, Billy Rader, Nirav Banker, and Jennine Brown were all in attendance.
- 2) Marketing Presentations were presented by teams from bcf and Fahlgren Mortine. After the presentations, the board discussed the pros and cons of each presentation, the impactfulness of the presentations, and what their personal opinions as to which firm would work best with the Destination Panama City. A motion to authorize CEO Vigil to negotiate a contract with Fahlgren Mortine was made by Nichols and seconded by Haligas. Vote was unanimous.
- 3) CEO Vigil stated should would set a target date of December 10, 2019 for bringing an acceptable contract back to the board with and authorization to execute request.



DESTINATION PANAMA CITY
REGULARLY SCHEDULED QUARTERLY MEETING
December 10, 2019
9:00AM (approximate time, follows City Commission Meeting)
MINUTES

- 1) Roll Call in attendance were Chairman Haligas and board members Greg Brudnicki, Mike Nichols, Billy Rader, Kenneth Brown, Nirav Banker and Jennine Brown.
- 2) CEO Vigil presented the negotiated marketing agency of record agreement between Destination Panama City and Fahlgren Mortine. Board member Brudnicki motioned to authorize CEO Vigil to execute the contract. Board Member Banker seconded the motion. Vote was unanimous.
- 3) There was no public comment.
- 4) Meeting was adjourned.

**Panama City Community Development Council
dba Destination Panama City
Agenda Item Summary**

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

3/10/2020

3. REQUESTED MOTION/ACTION:

Motion to Accept TDT Revenue Reports for as presented.

4. AGENDA

PRESENTATION ☐
PUBLIC HEARING ☐
CONSENT ☐
REGULAR ☒

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES ☐ NO ☐ IF NO, STATE ACTION REQUIRED ☐ N/A

BUDGET ACTION:
FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES ☐ NO ☐

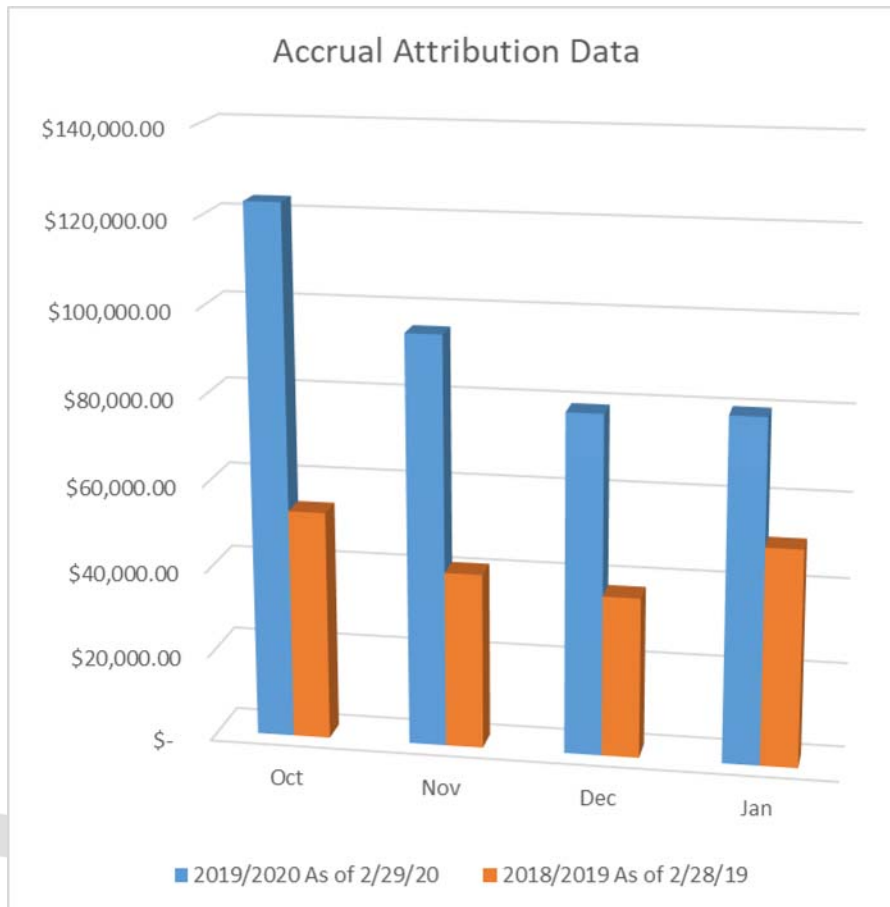
6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW))

Clerk of Court TDT division collects revenue and provides the attached reports.



Tourist Development Tax, Bay County, Florida

Panama City



	<u>2019/2020 As of 2/29/20</u>	<u>2018/2019 As of 2/28/19</u>	<u>Variance</u>	<u>Variance %</u>	<u>2018/2019 FINAL 2/29/20</u>
Oct	\$ 123,225.69	\$ 53,465.19	\$ 69,760.50	130.48%	\$ 53,465.19
Nov	\$ 95,203.28	\$ 40,942.54	\$ 54,260.74	132.53%	\$ 40,942.54
Dec	\$ 78,999.83	\$ 37,477.04	\$ 41,522.79	110.80%	\$ 40,885.58
Jan	\$ 79,863.76	\$ 50,642.49	\$ 29,221.27	57.70%	\$ 50,642.49
Feb-Sep	\$ -	\$ -			
	\$ 377,292.56	\$ 182,527.26	\$ 194,765.30	106.70%	\$ 185,935.80

Bay County Tourist Development Tax, Post Office Box 1230, Panama City, Florida 32402

Express Delivery: 840 w 11th St Suite #3000, Panama City, Florida 32401

Phone: (850) 747-5226 Fax: (850) 747-5212

Visit us at: <https://TDC.BayCoClerk.com/TouristTax/> Email: TDC@BayCoClerk.com

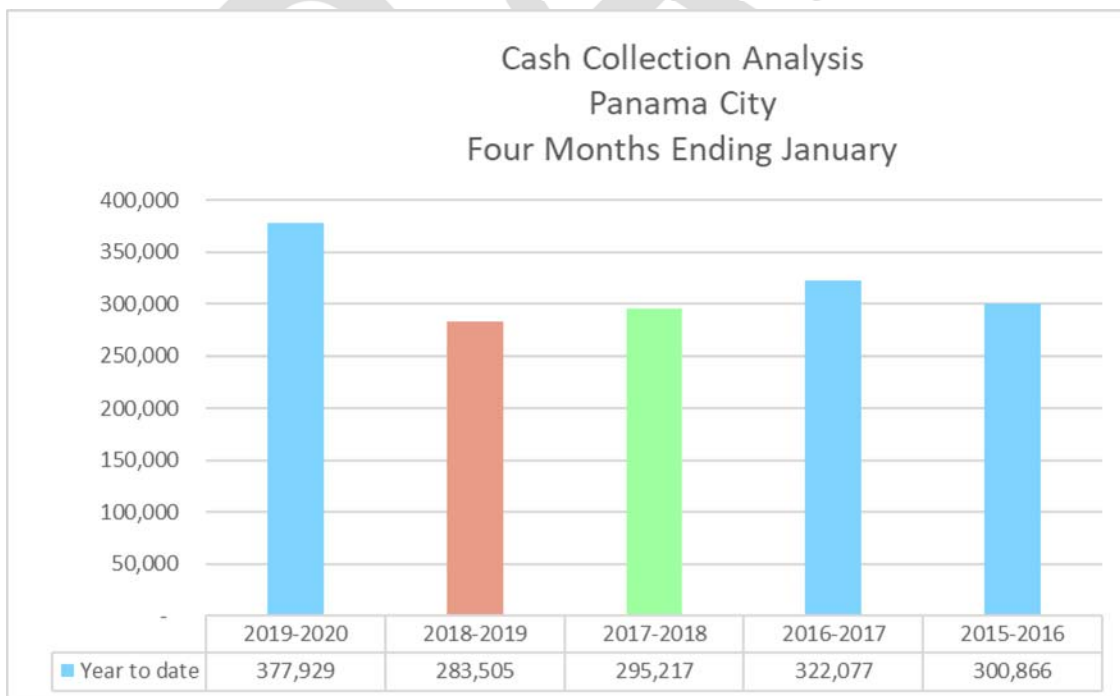
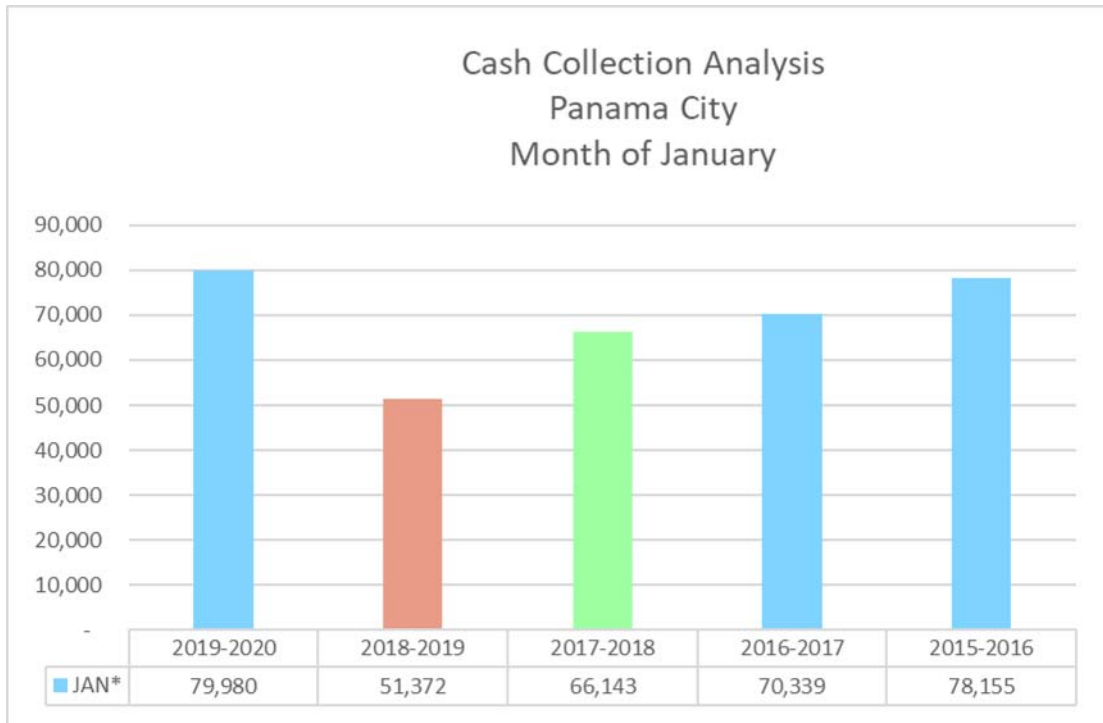


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**Panama City Community Development Council
dba Destination Panama City
Agenda Item Summary**

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

3/10/2020

3. REQUESTED MOTION/ACTION:

Approve Financial Reports for period ending February 29, 2020

4. AGENDA

PRESENTATION ☐
PUBLIC HEARING ☐
CONSENT ☐
REGULAR ☒

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES ☐ NO ☐ IF NO, STATE ACTION REQUIRED ☐ N/A

BUDGET ACTION:
FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES ☐ NO ☐

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW))

Accounting staff has prepared the Financial reports. Staff request approval on financials as presented.

Panama City Community Development Council, Inc.
Statement of Net Position, **UNAUDITED**
February 29, 2020
Interim financial reporting; for internal management use only

Assets	
Cash and cash equivalents	\$ 517,499
Accounts receivable - Bay County	37,949
Equipment & furniture	2,662
Allowance for depr/amort	(1,731)
Total assets	<u>\$ 556,379</u>
Liabilities:	
Accounts payable	\$ -
Other accrued liabilities	32,561
Deposits	100,000
Total liabilities	<u>132,561</u>
Net position:	
Unrestricted net position	423,818
Total liabilities and net position	<u>\$ 556,379</u>

Final audited balances may vary from interim financial reports.

Panama City Community Development Council, Inc.
Statement of Revenues, Expenses, and Changes in Net Position **UNAUDITED**
For the period ended February 29, 2020
Interim financial reporting; for internal management use only

	Adopted Budget	Budget Amendments	Amended Budget	Y-T-D Actual
Revenues:				
Intergovernmental:				
Bay County TDC Contract	\$ 799,500	\$ -	\$ 799,500	\$ 292,980
Bay County Carry Forward Revenue	100,000		100,000	-
Advertising revenue PC CDC	-	-	-	-
Total intergovernmental	899,500	-	899,500	292,980
Miscellaneous:				
Investment/Interest earnings	-		-	1,605
Insurance proceeds	-		-	-
Private Contributions & Donations	-		-	217,240
Miscellaneous	-		-	504
Event booth rentals	-		-	-
Sponsorship revenue	-		-	8,156
Alcohol sales	-		-	-
Merchandise sales	-		-	-
Event ticket sales	-		-	2,275
Total miscellaneous	-	-	-	229,780
Total Revenues	899,500	-	899,500	522,760
Expenses:				
Personal services	233,131		233,131	106,098
Operating expenses:				
Professional Services	20,000		20,000	80
Accounting & Auditing	23,500		23,500	8,500
Other Contractual Svcs	6,000		6,000	-
Other Contractual Svcs Dues	102,500		102,500	36,324
Travel and Per Diem	25,000		25,000	5,341
Non-staff Travel Expenses	5,000		5,000	38
Communication Services	7,500		7,500	3,056
Freight & Postage Service	25,000		25,000	94
Utility Services	5,000		5,000	1,078
Rental & Leases	25,000		25,000	9,329
Insurance	10,000		10,000	494
Repairs & Maintenance Svc	6,000		6,000	-
Printing & Binding	30,000		30,000	4,364
Promotional Activities	300,000		300,000	119,611
Other Current Charges	20,000		20,000	1,656
Office Supplies	1,000		1,000	495
Operating Supplies	12,000		12,000	884
Books Publications Memberships	30,000		30,000	8,754
Training	6,000		6,000	970
Operational Reserve For Contingency	3,869		3,869	-
Capital Outlay:				
Buildings	-		-	-
Machinery & Equipment	3,000		3,000	-
Total Expenses	899,500	-	899,500	307,166
Net change in net position	\$ -	\$ -	\$ -	\$ 215,594
Net position-beginning of year				208,225
Net position-end of year				\$ 423,818

Final audited balances may vary from interim financial reports.

**Panama City Community Development Council
dba Destination Panama City
Agenda Item Summary**

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

3/10/2020

3. REQUESTED MOTION/ACTION:

Board provide guidance on preferred method to proceed from options provided.

4. AGENDA

PRESENTATION ☐
PUBLIC HEARING ☐
CONSENT ☐
REGULAR ☒

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes ☐ No ☐ If No, STATE ACTION REQUIRED ☐ N/A

BUDGET ACTION:
FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes ☐ No ☐

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW))

On October 22, 2019, the Destination Panama City Board authorized CEO Vigil to engage Anchor CEI for assistance with drafting an RFQ for Design Build of a new Visitors Center facility. Staff and Anchor CEI have worked together to produce the attached draft RFQ.

Given the current nature of the construction industry, the flexibility of the PCCDC Purchasing Manual, and the desire to maintain a reasonable timeline and budget staff has listed the following potential alternatives for proceeding with the project.

1. Publicly advertise for 30 days, review and rank the submissions, and come back to the board with a request to engage the highest ranked responder for the project.
2. Deliver the draft RFQ to 3-4 local firms that are capable of completing the project given the time and cost parameters. Staff would select the firms to
3. Engage an architect through the Bay County Professional Services Task Order process to develop architectural plans and then deliver the plans to 3-4 competent local firms for construction bids.

There are benefits and challenges with each of the alternatives. Given the current post hurricane construction environment, our timeline, and our budget constraints CEO Vigil recommends option 2 or 3.

REQUEST FOR QUALIFICATIONS



***Destination Panama City (PCCDC)
228 Harrison Avenue, Suite 103
Panama City, FL 32401***

Visitors' Center / Community Sailing Center

March, 2020

**DESTINATION PANAMA CITY
REQUEST FOR QUALIFICATIONS
SUBMITTAL INSTRUCTIONS AND CONDITIONS**

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**DESTINATION PANAMA CITY
REQUEST FOR QUALIFICATIONS
SUBMITTAL INSTRUCTIONS AND CONDITIONS**

SECTION A. SUBMITTAL INSTRUCTIONS AND CONDITIONS

I.REQUEST FOR QUALIFICATIONS

Destination Panama City is requesting proposals from qualified Design-Build firms to provide a complete design for and also the construction of the new Destination Panama City Visitors' Center / Community Sailing Center (Project). The proposals shall consist of qualifications, experience, staffing plan, schedule and project statement.

Destination Panama City is the official destination marketing organization of Panama City, Florida. It is also a division of the Panama City Community Development Council, Inc., a 501(c)(6) not-for-profit corporation. It is the mission of Destination Panama City to inspire people to visit Panama City. They are dedicated to providing visitors, meeting and event planners, and group tour operators with all the necessary tools and information to make their visit to our beautiful city a memorable success. For this purpose, Destination Panama City (Owner) is need of a new office space and community sailing center.

The Owner intends to select a Design-Builder pursuant to the requirements set forth in Florida Statute 287.55.

The substantial completion date for this project is _____.

This is a qualification-based selection. The successful DESIGN-BUILDER will be determined solely from the Proposals. However, the Owner reserves the right to interview all or some of the Proposal respondents.

The Owner intends to implement the proposed improvements through a Design-Build project delivery method which includes the furnishing of all labor, materials, equipment, and supplies for all components in the scope for this project. In general, the project scope includes surveying, geotechnical services, preliminary engineering and design, final design, all permitting including stormwater management (as needed), material and equipment procurement, site improvements, and construction of the Destination Panama City Visitors Center / Community Sailing Center including but not limited to civil, mechanical, structural, electrical, architectural and environmental, quality control and safety and record drawings.

The project will consist of constructing a 2,620 sf conditioned area (4,500 sf under roof), 2-story facility with 3 offices, 2 bathrooms, kitchen, public meeting space, welcome area and a wraparound porch on the upper floor. The lower floor will be open area for storage and two (2) public bathrooms. The building is proposed for the property located at 101 Beach Drive, Panama City, FL 32401, also known as the former Elks Club.

A copy of the complete RFP is available for pick up by contacting the Owner's representative Elizabeth Moore, at Anchor CEI, Inc. via email at emoore@anchorcei.com.

**DESTINATION PANAMA CITY
REQUEST FOR QUALIFICATIONS
SUBMITTAL INSTRUCTIONS AND CONDITIONS**

PRE-PROPOSAL: A non-mandatory pre-proposal meeting will be held at DATE/TIME/LOCATION.

DUE DATE: DESIGN-BUILDER's that are interested in being considered must submit a Proposal in response to this RFP on or before DATE/TIME. **ALL LATE PROPOSALS WILL BE RETURNED UNOPENED.** All proposals received will be publicly opened, announced and recorded immediately following receipt deadline listed herein.

SUBMITTAL: Respondent must submit an original, two (2) printed copies and one copy on USB in pdf format of their Proposal.

Request for Proposal (RFP) Title: Destination Panama City – Visitors' Center / Community Sailing Center

All Proposals must follow the format as specified within the RFP, placed in a sealed envelope marked to identify the RFP and delivered or mailed to:

Ms. Jennifer Vigil, Exec Dir
Destination Panama City (PCCDC)
228 Harrison Avenue, Suite 103
Panama City, FL 32401

The Design-Builder shall be solely responsible for delivery of its Proposal. Reliance upon mail or public carriers is at the Design-Builder's risk. Proposals are due by the time and on the date listed above. **ALL LATE PROPOSALS WILL BE RETURNED UNOPENED.**

Any person requiring a special accommodation at a Pre-Proposal meeting or Submittal opening because of a disability should contact the Owner's representative for this project, Anchor CEI, via email emoore@anchorcei.com or (850) 215-1285 at least five (5) workdays prior to the Submittal opening. For Hearing Impaired, Dial 1-800-955-8771 (TOO), and 1-800-955-8770 (Voice).

CONTACT: For technical questions or additional information contact the Owner's representative Elizabeth Moore, at Anchor CEI, Inc. via email at emoore@anchorcei.com.

The Owner reserves the right to amend the RFP based on questions and issues raised during the conduct of this solicitation.

II. QUALIFICATIONS

DESIGN-BUILDER shall have the following minimum qualifications to be considered eligible to submit a Proposal in response to this RFP. It is the responsibility of the DESIGN-BUILDER to ensure and certify that it meets the minimum qualifications. DESIGN-BUILDER not meeting all of the following criteria will not have their Proposals considered for Award. The Proposer must self-perform either the construction or engineering on this project.

**DESTINATION PANAMA CITY
REQUEST FOR QUALIFICATIONS
SUBMITTAL INSTRUCTIONS AND CONDITIONS**

The qualifications for construction and engineering are as follows:

- The Contractors shall be Florida Licensed Building Contractors. Bids may be deemed nonresponsive if not accompanied by proof of State of Florida General Contractor's License.
- Sub-Contractors shall be Florida licensed in their trade.
- Architect and/or Engineering firms shall be Florida licensed firms. Architects shall hold a Florida Professional Architect license. Engineers shall hold a Florida Professional Engineer's license. All professional services to be provided under the awarded contract shall be performed by Professionals licensed to practice in the State of Florida and in strict compliance with the Consultant's Competitive Negotiation Act, 287.055 F.S. (CCNA).
- The Proposer and subcontractors must have completed 3 similar projects in the last 5 years. Similar shall be defined as buildings of similar size, construction and use.
- Carry insurance meeting requirements listed in **Appendix A**.

III. PROJECT SCOPE AND SERVICES SUMMARY

A. Project Scope

The project will consist of constructing a 2,620 sf conditioned area (4,500 sf under roof), 2-story facility with 3 offices, 2 bathrooms, kitchen, public meeting space, welcome area and a wraparound porch on the upper floor. The lower floor will be open area for storage and two (2) public bathrooms. The building is proposed for the property located at 101 Beach Drive, Panama City, FL 32401, also known as the former Elks Club.

The parcel is currently vacant. Previously, a small building known as the Elks Lodge existed on this parcel. That building has since been removed from the property but the parking lot remains.

B. Service Summary

The following milestones represent the general steps proposed for this project.

1. Design Development Phase
 - a. Concept Design
 - b. Design Development
 - c. Construction Documents
 - d. Obtain regulatory and construction permits
 - e. Prepare Probable Opinion of Construction Costs at each submittal outlined above
2. Construction and Close Out Phase

DESTINATION PANAMA CITY
REQUEST FOR QUALIFICATIONS
SUBMITTAL INSTRUCTIONS AND CONDITIONS

- a. Assist Owner with obtaining building permit and coordination of utility service connections/upgrades.
- b. Prepare and maintain Master Project Schedule incorporating the activities of Owner, the Design Team and Contractor
- c. Prepare and maintain Master Project Budget for cost control and provide monthly project budget updates
- d. On-site Construction Administration and Construction Representative Services
 - 1. Provide part-time on-site construction representative services to observe progress of construction.
 - 2. Conduct weekly on-site construction meetings and issue meeting minutes
 - 3. Coordinate Owner's 3rd Party Testing and Special Inspections work
 - 4. Monitor and facilitate the vendor RFI, submittal, shop drawing process
 - 5. Prepare daily construction logs
 - 6. Facilitate construction close-out procedures including assembling of punch lists
- C. Proposals shall be good for a period of ninety (90) days following the opening of Proposals.
- D. The Owner reserves the right to reject any or all Proposals, or any part thereof, and/or to waive informalities if such action is in its best interest. The Owner may reject any Proposals that it deems incomplete, obscure or irregular including, but not limited to, Proposals from Companies who have previously failed to satisfactorily complete Contracts of any nature.
- E. The Owner reserves the right to cancel, postpone, modify, reissue and amend this RFP at its discretion.
- F. The Owner reserves the right to cancel or change the date and time announced for opening of Proposals at any time prior to the time announced for the opening of Proposals. The Owner may Award the Contract in whole or in part.

In such cases whenever the Owner exercises any of these reservations, Owner will make a reasonable effort to notify, in writing, all parties to whom RFPs were issued.

IV. THE SELECTION PROCESS

A. Timetable

The OWNER expects to undertake the selection process according to the following schedule:

- | | |
|--|------|
| • Deadline for receipt of written questions: | DATE |
| • Proposal Submission: | DATE |
| • DESIGN-BUILDER selection/recommendation | DATE |
| • Board Approval | DATE |

DESTINATION PANAMA CITY
REQUEST FOR QUALIFICATIONS
SUBMITTAL INSTRUCTIONS AND CONDITIONS

B. Proposal Evaluation Criteria

Upon review of proposals received in response to this RFP, the OWNER expects to select a single DESIGN-BUILDER to provide comprehensive design and construction services as outlined in Section III above. If a viable project is identified following the Design Development phase, the DESIGN-BUILDER and the OWNER will then negotiate a Design-Build contract to provide for the implementation of the proposed project.

1. The selection and contracting of a Design-Build Firm for these services will be in accordance with Florida Statute 287.55.
2. For purposes of this RFP, The Design Builder (Design Build Firm) is defined as a contractual entity, properly licensed under the Florida law, comprised of a firm possessing both design and construction resources in-house, or a joint venture between designer and contractor, or a contractor-led team with the designer in a subcontractor role, or a designer-led team with the contractor in a subcontractor role.
3. Each interested Design Build Firm shall submit a Proposal that presents their qualifications for providing the requested services in this RFP.
4. Upon receipt of the Proposals, Owner shall evaluate the Companies' Proposals submitted in response to this RFP.
5. In evaluating the Proposals, Owner will not consider price, but may consider factors including, but not limited to, the Company's professional personnel, experience, location, past performance, ability to design an approach and work plan to meet the project requirements, change order history and client references.
6. After reviewing the qualification packages of all the Companies in response to this RFP, Owner's staff or designee(s) will shortlist the top three to five firms for consideration by the Owner's Board and may invite the short-listed firms for formal interviews. The Owner will provide final ranking of the firms and ultimately enter into negotiations with the highest ranked Company and negotiate a Lump Sum Price for the project.
7. If a Lump Sum Price cannot be successfully negotiated with the top-ranked firm, Owner will terminate negotiations with the firm and begin negotiations with the next highest ranked firm and continue that process until negotiations for the Lump Sum Price have been successfully completed. After successful negotiations OWNER will award a contract for the project.
8. OWNER's budget for this project is \$_____, all-inclusive design and construction.

C. Proposals will be evaluated and scored on the basis of the following criteria:

1. Qualifications and Project Experience Rating (Maximum 30 points)
(Letter of Interest and Proposal Sections 1)

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Points will be awarded based on demonstrated experience with similar projects as reported in the Statement of Qualifications and Experience Section and responses from project references.

2. In-house Staffing Plan (Maximum 25 points)
(Proposal Section 2)

Points will be awarded based on qualifications of proposed licensed and certified professionals (not including unrelated subcontractors), documented technical and project administration skills, licensure, certification and experience of the proposed project team. Only those individuals proposed to work directly on the subject project should be included in the Staffing Plan. Consistency of staff in the example projects and the proposed team should be ranked higher. Also, project teams that are primarily or completely composed of staff from the proposer or related companies should be ranked higher.

Provide the location of the Project Manager's Office and distance of that location from the project site. There is no limitation on the distance of this office, but could be a factor in the decision where similar skill sets exist between the competing top ranked firms.

Resumes

	Number of Resumes
Project Manager	1
Construction Manager	1
Architect	1
MEP Engineer	1
Site Engineer	1
Structural Engineer	1

Project Manager: The person who has the authority to negotiate with the Owner regarding scope, budget, and schedule, who is the design-builder's point of contact, and who is responsible for the delivery of the final product.

Construction Manager: The person who oversees the construction to ensure the project is built according to the architect/engineer's design and specifications and to applicable codes.

Architect: The Professional Architect who is responsible for the overall programming of the project, including all final design criteria as a whole and who accepts professional responsibility for all ultimate architectural/engineering

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decisions made on the project.

MEP Engineer: The Professional Engineer who is in “responsible charge” for the design of the project’s mechanical HVAC, electrical systems, and plumbing systems.

Site Engineer: The Professional Engineer who is responsible for the final site grading, and is responsible for analyzing final design site, obtaining stormwater permits, etc.

Structural Engineer: The Professional Engineer who is responsible for the structural design, analysis, and integrity of the infrastructure involved in the project.

3. Proposed Project Schedule (Maximum 25 points)
(Proposal Section 3)

Proposals will be evaluated on the reasonableness, clear presentation, length and detail of the proposed project schedule. The proposal should include descriptions of how the proposer intends to achieve the project schedule.

4. Project Statement (Maximum 15 points)
(Proposal Section 4)

Proposals will be evaluated on the Design-Builder’s understanding of the project goals, requirements, objectives, challenges, the project delivery method, and how the Design-Builder intends to ensure the scope, budget, and schedule will be met. Points will also be given for creative approaches to anticipated issues that will achieve goals.

5. Interview (Option Reserved by the Owner) (Maximum 5 points)

Interviews may be held at the option of the Owner with up to three (3) top ranked DESIGN-BUILDER’s to obtain clarification on issues raised by earlier stages of the evaluation process, and to assess the qualifications of the project team and its ability to implement all tasks and responsibilities in a prompt and efficient manner. Scores assigned for proposals, under any category, may be amended based on information obtained during the oral interviews. The proposed project team should be made available during the oral interview to discuss their individual experience, as well as their specific role in this project.

D. Final DESIGN-BUILDER Selection

The proposal with the highest combined total of awarded points from all members of the review team will ultimately determine the DESIGN-BUILDER to be selected to implement the

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project. The total maximum points per reviewer shall be 100.

The OWNER reserves the right to implement the project in multiple phases and award future phases to the DESIGN-BUILDER selected via this RFP.

V. RFP PROCEDURES AND CONTRACT INFORMATION

A. Point of Contact

For technical questions or additional information contact: Elizabeth Moore, Anchor CEI, Inc. via email: emoore@anchorcei.com.

B. Submission of Proposal / Sample CEA

Respondent must submit an original, two (2) copies and one copy on USB in pdf format of their Proposal.

C. Modification or Withdrawal of Proposals

Any proposal may be withdrawn or modified by written request of the proposer, provided such request is received by the OWNER at the above address prior to the date and time set for receipt of proposals.

D. Right to Reject Proposals

This RFP does not commit the OWNER to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or procure or contract for services. The OWNER intends to award a contract on the basis of the best interest of and advantage to the OWNER, and reserves the right to accept or reject any or all proposals received as a result of this request. The OWNER reserves the right to negotiate with all qualified proposers, or to cancel this RFP in part or in its entirety, if it is in the best interest of the OWNER to do so.

E. CONTRACT TERM- THROUGH COMPLETION OF WORK

The Contract shall be in force through completion of all work, acceptance and final payment, including resolution of all disputes, claims, or suits, if any. Certain provisions of this Contract may extend past termination including warranty provisions.

F. NUMBER OF CONTRACTS AWARDED

The Owner intends to award one (1) contract for this work.

G. EXPARTE COMMUNICATION

Ex Parte Communication is defined as any inappropriate communication concerning a RFP between a Company submitting a proposal and a the Owner or their representative during

DESTINATION PANAMA CITY
REQUEST FOR QUALIFICATIONS
SUBMITTAL INSTRUCTIONS AND CONDITIONS

the time in which the RFP is being advertised through the time of Award.

Ex Parte Communication is strictly prohibited. Failure to adhere to this policy will disqualify the noncompliant Company's Proposal. Any questions or clarifications concerning a RFP must be sent in writing via email to the Owner's representative listed. If determined by the Owner or their representative, that a question should be answered or an issue clarified, an addendum will be issued to all Companies.

H. REQUIRED ADDITIONAL INFORMATION TO SUBMIT WITH PROPOSAL

To submit a Proposal in response to this RFP, all of the following additional information must be submitted as part of the Proposal:

- State of Florida Building Contractor license required to perform the Work
- All applicable licenses to perform the work

If the above listed additional information is not submitted with the Proposal by the Proposal Due Time and Date, OWNER has the right to reject the Proposal. OWNER also requests the following documents to be submitted prior to Contract execution. A Proposal will not be rejected if these forms are not submitted at the Proposal Due Time and Date. However, failure to submit these documents prior Contract execution could result in Proposal rejection.

- Conflict of Interest Certificate Form
- Insurance Certificate
- W-9
- Evidence of registration with the State of Florida Department of Corporations (www.sunbiz.org)
- Any technical submittals as required by the Technical Specifications

I. JOINT VENTURES

Joint venture enterprise means an association of two or more business enterprises acting as a contractor and performing or providing services on a contracting opportunity in which each joint venture partner combines property, capital efforts, skill and/or knowledge. The joint venture association should be limited in scope and duration. Joint ventures must be qualified as such under Florida Law. Additionally, the qualifications of two separate companies cannot be used to satisfy the requirements herein. If a joint venture is submitting qualifications, the qualifications must have been earned or completed by the joint venture to meet the requirements of this RFP.

VI. PROPOSAL: FORMAT AND CONTENTS

Proposals must be submitted in the format outlined in this. The Owner reserves the right to eliminate from further consideration any submittals deemed to be substantially or materially non-responsive to the requests for proposal contained herein.

Letter of Interest _

The letter of interest shall include at a minimum:

- a) Name and address of Proposer

DESTINATION PANAMA CITY
REQUEST FOR QUALIFICATIONS
SUBMITTAL INSTRUCTIONS AND CONDITIONS

- b) Telephone and fax numbers.
- c) Names, titles, and e-mail address of people authorized to represent the firm on this project, and answer any questions presented by the Owner.
- d) Year firm was established.
- e) Quantity and type of licensed and/or certified professionals in office that will support this project.
- f) location of the Project Manager's Office and distance of that location from the project site.

Section 1 - Statement of Qualifications and Experience Proposer must include the following elements in response to this RFP section (**See Appendix A – PROPOSAL Forms**):

EXPERIENCE:

Both the Engineer/Architect and the Contractor must describe three projects that best exemplify the range of technical services provided by the Design-Builder for a project similar to this one:

- (a) Customer's name and address
- (b) Total contract cost.
- (c) Type of contract; design-build, construction management, Guaranteed Maximum Price, Cost Plus, shared savings, etc.
- (d) Name and telephone number of references for the project. (Owner presumes permission to contact).
- (e) Brief description of the project's scope of services and status. Include type of facility at which project was implemented, whether the project was completed on the original schedule and whether significant problems occurred that affected project performance. This section should be used to demonstrate the firm's experience in completing a project using the technologies relevant to the Owner's facilities.

Section 2 – Staffing Plan This section should include a description of the individual experience and qualifications of the proposed project staff. The staffing plan should include name, title, experience and relevant duties of each individual active in this specific project. No credit will be granted during the evaluation process for the experience of anyone who will not be directly involved in implementing this project. Provide an organizational chart.

In addition, any sub-consultants the DESIGN-BUILDER intends to use for the project shall be identified and their role(s) described. Provide sub-consultant's name, address, contact person, phone number and relevant experience.

Examples of sub-consultants that shall be identified included but are not be limited to:

- (a) Geotechnical Engineering
- (b) Survey

Section 3– Proposed Project Schedule

DESTINATION PANAMA CITY
REQUEST FOR QUALIFICATIONS
SUBMITTAL INSTRUCTIONS AND CONDITIONS

The proposer must provide a program schedule for the completion of all major project milestones. The proposer must provide a complete schedule for achievement of all major project milestones and tasks. Tasks shall include, but not limited to, the following:

Milestone 1: Feasibility Study Phase

Task 1.1: Commencement and completion of Feasibility Study Report

Milestone 2: Project Development

Task 2.1: Design phase including design & specification documents

Task 2.2: Subcontractor prequalification, pricing & selection

Task 2.3: Preparation and execution of final contract documents.

Milestone 3: Construction

Task 3.1: Obtaining all required permits and government approvals.

Task 3.2: Construction phase including, kickoff through completion.

Task 3.3: Substantial Completion

Task 3.4: Final Completion

The Owner reserves the right to terminate the contract at any time, subject to the termination terms and conditions.

Section 4. Project Statement

The proposal response must explain the approach your organization will take in delivering the comprehensive technical services required to design, procure and construct the project. Describe the process to be followed in prequalifying, selecting and managing subcontractors.

Discuss how the Design-Builder will utilize best practice techniques such as value engineering and constructability reviews and provide evidence of previous experience with any of the methodologies presented. Address the Design-Builder's approach to implementation of a Quality Control/Quality Assurance plan for both self-performing and subcontracted work.

A summary chart of delivered projects similar to the project described herein with total costs and ultimate building square footage costs (site improvements lumped in) to demonstrate Design-Builder's efficiency of design/construction will be viewed favorably.

A submittal of design/specification documents are not required at this time.

DESTINATION PANAMA CITY
REQUEST FOR QUALIFICATIONS
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SECTION B. DESIGN CRITERIA

- A. General - The Owner has elected to retain the services of a Design-Builder who is regularly engaged in the design and construction of commercial buildings and their associated site improvements. The Owner has provided a survey of the existing conditions, a conceptual site plan and conceptual building floor plan (**Appendix B**). The site plan outlines the approximate location of the building and the parking area.
- B. The OWNER expects to refine the details of the proposed plans with the Design-Builder's professional team to include division of the space to accommodate the Owner, aesthetics, and functional efficiencies of the building.
- C. The site is located on the corner of Beach Drive and W 4th Street. The parcel is a waterfront lot with some landscaping left over from the previous site plan. The site appears to have water and sewer connections on site but their viability will need to be verified by the Design-build team. The parcel also includes an asphalt paved parking area that appears to be in good condition. The Owner will expect the Design-Build team to make a recommendation regarding the use of the parking area.
- D. Verification of Existing Conditions - The Design-Builder shall be responsible for verification of existing conditions.
- E. The survey in **Appendix B** provides topographic information on the development parcel. The Design-Builder shall perform any additional surveying and mapping services necessary to complete the design and construction of the project. Survey services must also comply with all pertinent Florida Statutes and applicable rules in the Florida Administrative Code.
- F. A signed and sealed post construction (as-built) survey will be required.
- G. The new building shall be designed with architectural treatments that are aesthetically appealing and visually compatible. An example of a style appealing to the Owner is included in **Appendix B**.

APPENDIX A
PROPOSAL FORMS

SECTION 1 QUALIFICATIONS AND PROJECT EXPERIENCE

Both the Architect and the Contractor must describe three projects that best exemplify the range of technical services provided by the Design-Builder for a project similar to this one.

CONTRACTOR EXPERIENCE (No. 1):

Customer's name _____

Customer's address _____

Total contract cost _____

Start date_____ Completion date_____

Type of contract (Circle One): Design-build Construction Management
Guaranteed Maximum Price Cost Plus Other

References (Owner presumes permission to contact):

Name _____

Telephone number _____

Brief description of the project's scope of services.

[illegible]**CONTRACTOR EXPERIENCE (No. 2):**

Customer's name

Customer's address

Total contract cost

Start date	Completion date
------------	-----------------

Type of contract (Circle One): Design-build Construction Management
Guaranteed Maximum Price Cost Plus Other

References (Owner presumes permission to contact):

Name _____

Telephone number

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Customer's name _____
Customer's address _____
Total contract cost _____
Start date _____ Completion date _____

References (Owner presumes permission to contact):

Telephone number _____

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

ARCHITECT EXPERIENCE (No. 1):

Customer's name _____

Customer's address _____

Total contract cost _____

Start date_____ Completion date_____

Type of contract (Circle One): Design-build Design Only Other

References (Owner presumes permission to contact):

Name _____

Telephone number _____

Brief description of the project's scope of services.

[illegible]

ARCHITECT EXPERIENCE (No. 2):

Customer's name _____

Customer's address _____

Total contract cost _____

Start date _____ Completion date _____

Type of contract (Circle One): Design-build Design Only Other

References (Owner presumes permission to contact):

Name _____

Telephone number _____

Brief description of the project's scope of services.

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all bidders/proposers, must disclose if any Destination Panama City Port Authority employee(s), appointed official(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a Destination Panama City employee, appointed official or agency is also associated with your business), or "no". If yes, give person(s)' name(s) and position(s) with your business.

Yes _____ No _____

If yes, list names and position(s)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO.: _____ FAX NO.: _____

E-MAIL ADDRESS: _____

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who,
[name of individual signing]
after first being sworn by me, affixed his/her signature in the space provided above on this
_____ day _____ 20 ____.

Personally known _____
or produced identification _____ Notary Public – State of Florida

(Notary Stamp)

INSURANCE - BASIC COVERAGES REQUIRED

- a. The Design-Builder shall procure and maintain the following described insurance, except for coverages specifically waived by the Owner, on policies and with insurers acceptable to the Owner. These insurance requirements shall not limit the liability of the Design-Builder. All subconsultants are subject to the same coverages and limits as the Design-Builder. The Owner does not represent these types or amounts of insurance to be sufficient or adequate to protect the Design-Builder's interests or liabilities, but are merely minimums.
- b. Except for workers' compensation and professional liability, the Design-Builder's insurance policies shall be endorsed to name the Owner as an additional insured to the extent of the Owner's interests arising from this agreement, contract, or lease.
- c. Except for workers' compensation, the Design-Builder waives its right of recovery against the Owner, to the extent permitted by its insurance policies
- d. The Design-Builder's deductibles/self-insured retentions shall be disclosed to the Owner and may be disapproved by the Owner. They shall be reduced or eliminated at the option of the Owner. The Design-Builder is responsible for the amount of any deductible or self-insured retention.
- e. Insurance required of the Design-Builder or any other insurance of the Design-Builder shall be considered primary, and insurance of the Owner shall be considered excess, as may be applicable to claims that arise out of the Hold Harmless, Payment on Behalf of the Owner, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.
- f. **WORKERS' COMPENSATION COVERAGE**
The Design-Builder 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 Design-Builder shall also purchase any other coverages required by law for the benefit of employees. The Design-Builder shall provide to the Owner an Affidavit stating that they meet all the requirements of Florida Statute 440.02(14)(d).
- g. **COVERAGE GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY** The Design-Builder 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 Design-Builders, contractual liability covering this agreement 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 Design-Builder is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the Owner's acceptance of renovation or construction projects.

APPENDIX B
FACILITY INFORMATION

1. Topographical Survey
2. Conceptual Site Plan
3. Conceptual Floor Plan
4. Conceptual Architectural Style

**Panama City Community Development Council
dba Destination Panama City
Agenda Item Summary**

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

3/10/2020

3. REQUESTED MOTION/ACTION:

Board authorize CEO Vigil to move forward with securing temporary Visitors Center as outlined.

4. AGENDA

PRESENTATION ☐
PUBLIC HEARING ☐
CONSENT ☐
REGULAR ☒

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes ☐ No ☐ If No, STATE ACTION REQUIRED ☐ N/A

BUDGET ACTION:
FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: Yes ☐ No ☐

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW))

With Board authorization, CEO Vigil secured a lease at 228 Harrison Avenue, Suite 103 in May 2019 as an intended temporary facility. The one year lease will expire on May 3, 2020.

At this time, CEO Vigil recommends securing temporary facilities onsite at the “kayak launch property” identified as parcel 19506-000-000. The current leased facility, while a beautiful historic building, is not ideal for the work day activity required at the Destination Panama City offices. CEO Vigil has been in communication with the County Purchasing Department for authorized vendors for modular offices, the City of Panama City Planning Department regarding the process for placement of a modular unit.

All parties recommend the use of a General Contractor to oversee the installation and pull the necessary permits. CEO Vigil has enlisted Andrew Rowell, of GAC Contractors for preliminary assistance in beginning this process. The modular unit 8 – month rental estimate is below \$20,000 and the anticipated general contractor costs are anticipated to be less than \$5,000. CEO Vigil has a \$25,000 spending authority for unbudgeted items and would like the board’s approval in proceeding since the costs hover at the top of her spending authority.

The plan is to have the Modular Unit in place by May 1, 2020 just in time for TOURISM APPRECIATION MONTH. This will allow staff to have a Tourism Appreciation Month event onsite at the new location on May 18, 2020. Relocating to the new site will also allow CEO Vigil to maintain a daily presence during the construction of the new Visitors Center facility.



Williams Scotsman, Inc.
1200 Swedesford Road
Berwyn, PA 19312

Your Williams Scotsman Representative
Frederick Vanderburg
Phone: (610)232-1200
Fax:
Email: fjvander@willscot.com
Toll Free: 800-782-1500

Contract Number:1223450
Revision: 1
Date: February 14, 2020

Lease Agreement

Lessee:

Destination Panama City
228 Harrison Avenue
Panama City, Florida, 32401

Contact:

Jennifer Vigil
228 Harrison Avenue
Panama City, FL, 32401
Phone: 850.832.5262
Fax:

Ship To Address:

PANAMA CITY, FL, 32401

Delivery Date(on or about):
3/12/2020

E-mail: jennifer@destinationpanamacity.com

Rental Pricing Per Month		Quantity	Price	Extended
64x12 Sales Office (60x12 Box)	Unit Number:	1	\$722.00	\$722.00
Property Damage Waiver (11/12) Alt		1	\$85.00	\$85.00
ADA/IBC Ramp-switchback & step		1	\$390.00	\$390.00
ADA/IBC Stair - Rental		1	\$80.00	\$80.00
General Liability - Allen Insurance		1	\$22.00	\$22.00
Minimum Lease Term: 8 Months		Total Monthly Building Charges:		\$722.00
		Subtotal of Other Monthly Charges:		\$577.00
		Total Rental Charges Per Month:		\$1,299.00
Delivery & Installation				
Ramp - Delivery & Installation		1	\$811.76	\$811.76
Ramp - Knockdown & Return		1	\$811.76	\$811.76
Tiedowns into dirt		12	\$40.34	\$484.08
Block and Level		1	\$1,114.29	\$1,114.29
Delivery Freight		1	\$1,987.50	\$1,987.50
Teardown		1	\$342.86	\$342.86
Return Freight		1	\$987.50	\$987.50
Vinyl skirting		144	\$16.00	\$2,304.00
		Total Delivery & Installation Charges:		\$8,843.75
Final Return Charges*				
		Due On Final Invoice*:		\$0.00
Total Charges Including (8) Month Rental, Delivery, Installation & Return**:				\$19,235.75

Summary of Charges

Model: SO6412	QUANTITY: 1	Total Charges for (1) Building(s): \$19,235.75
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Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

Recommended Items	Billing Frequency	Qty	Price	Extended
Premium Office Package	Monthly	2	\$80.00	\$160.00
Basic Cafe Package	Monthly	1	\$40.00	\$40.00

**Williams Scotsman, Inc.**1200 Swedesford Road
Berwyn, PA 19312**Your Williams Scotsman Representative**Frederick Vanderburg
Phone: (610)232-1200
Fax:
Email: fjvander@willscot.com
Toll Free: 800-782-1500**Contract Number:**1223450**Revision: 1****Date:** February 14, 2020**Lease Agreement****Lessee:**Destination Panama City
228 Harrison Avenue
Panama City, Florida, 32401**Contact:**Jennifer Vigil
228 Harrison Avenue
Panama City, FL, 32401
Phone: 850.832.5262
Fax:**Ship To Address:**

PANAMA CITY, FL, 32401

Delivery Date(on or about):
3/12/2020

E-mail: jennifer@destinationpanamacity.com

Rental Pricing Per Month	Quantity	Price	Extended
56x12 Sales Office (52x12 Box) Unit Number:	1	\$680.00	\$680.00
Property Damage Waiver (11/12) Alt	1	\$85.00	\$85.00
ADA/IBC Ramp-switchback & step	1	\$390.00	\$390.00
ADA/IBC Stair - Rental	1	\$80.00	\$80.00
General Liability - Allen Insurance	1	\$22.00	\$22.00
Minimum Lease Term: 8 Months	Total Monthly Building Charges:		\$680.00
	Subtotal of Other Monthly Charges:		\$577.00
	Total Rental Charges Per Month:		\$1,257.00

Delivery & Installation			
Ramp - Delivery & Installation	1	\$811.76	\$811.76
Ramp - Knockdown & Return	1	\$811.76	\$811.76
Tiedowns into dirt	12	\$40.34	\$484.08
Block and Level	1	\$1,002.86	\$1,002.86
Delivery Freight	1	\$1,788.75	\$1,788.75
Teardown	1	\$342.86	\$342.86
Return Freight	1	\$888.75	\$888.75
Vinyl skirting	128	\$16.00	\$2,048.00
Total Delivery & Installation Charges:			\$8,178.82

Final Return Charges*	
	Due On Final Invoice*: \$0.00
Total Charges Including (8) Month Rental, Delivery, Installation & Return**: \$18,234.82	

Summary of Charges		
Model: SO5612	QUANTITY: 1	Total Charges for (1) Building(s): \$18,234.82

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

Recommended Items	Billing Frequency	Qty	Price	Extended
Premium Office Package	Monthly	2	\$80.00	\$160.00
Basic Cafe Package	Monthly	1	\$40.00	\$40.00



Williams Scotsman, Inc.
1200 Swedesford Road
Berwyn, PA 19312

Your Williams Scotsman Representative
Frederick Vanderburg
Phone: (610)232-1200
Fax:
Email: fjvander@willscot.com
Toll Free: 800-782-1500

Contract Number:1223450
Revision: 1
Date: February 14, 2020

INSURANCE REQUIREMENTS ADDENDUM

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
1	SO6412	\$35858.00	\$3000.00
1	SO5612	\$33354.00	\$3000.00

Lessee: Destination Panama City

Pursuant to Section 13 of the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

- Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
- Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

By signing below, the Lessee agrees to the terms and conditions stated herein. All other general Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

Commercial General Liability Insurance

Lessee elects to participate in the Commercial General Liability Insurance Program, whereby Lessee will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The Lessee acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts that Lessee is legally obligated to pay due to bodily insurance and property damage arising **from the proper use and occupancy** of Equipment leased from Williams Scotsman up to the policy limits. Coverage is subject to underwriting and specific terms and conditions set forth in the policy. An outline of cover is available upon request. By signing below, Lessee understands and agrees that the Lessor is not providing the insurance coverage and serves only as a billing agent for the Insurer and its Agent; and, accordingly, it assumes no liability therefore.

Signature of Lessee: _____ Print Name: _____ Date: _____

Damage Waiver Program

Lessee: elects to participate in the Lessor's Damage Waiver Program. **Lessee:** understands and agrees that under this program, the Lessor waives, for a fee, **Lessee:**'s obligation to carry Commercial Property Insurance and **Lessee:**'s liability to Lessor for repair or replacement of the modular units leased from Williams Scotsman resulting from loss or damage as specified in Section 12 of the Lease. **Lessee:** remains liable to Williams Scotsman for the amount of the damage deductible per unit of equipment noted above. Please refer to the Agreement for specific details on coverage, exclusions and restrictions on coverage. The Property Damage Waiver is not and shall not constitute a contract for insurance.

Signature of Lessee: _____ Print Name: _____ Date: _____

Please return this signed document with the signed lease agreement

**Panama City Community Development Council
dba Destination Panama City
Agenda Item Summary**

1. PRESENTER NAME:

Jennifer M. Vigil
President & CEO

2. MEETING DATE:

3/10/2020

3. REQUESTED MOTION/ACTION:

Board authorize CEO Vigil to (1) obtain bids for health insurance, benefits administration, and IT support; and (2) renegotiate the annual MOU Accounting Support fee.

4. AGENDA

PRESENTATION ☐
PUBLIC HEARING ☐
CONSENT ☐
REGULAR ☒

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: YES ☐ NO ☐ IF NO, STATE ACTION REQUIRED ☐ N/A

BUDGET ACTION:
FINANCIAL IMPACT SUMMARY STATEMENT:

DETAILED ANALYSIS ATTACHED?: YES ☐ NO ☐

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT ACTION WILL BE ACCOMPLISHED, (WHO, WHERE, WHEN & HOW))

At its inception, the DPC utilized city departments for benefits administration, accounting, and IT services. The first year, the City invoiced DPC quarterly based on actual hours reported by city staff. The City Clerk recommended a transition to a flat rate annual fee to minimize the administrative record keeping. The annual MOU for City Services was approved at \$13,500.

While Destination Panama City has appreciated the support and assistance from all of the city departments, we recognize the vast differences between the two agencies has at times created support confusion and inconvenience.

For two years, we have discussed going out for bid for health insurance. Staff has investigated potential alternatives and plans to go out to bid for quotes on health insurance and benefits administration. Likewise, DPC staff requires more of a 24/7 IT support and we would like to go out for quotes for those services.

In regards to accounting services, DPC staff would like to retain the MOU support relationship, although we would like to discuss the ability to be able to have a log in to see our financials as needed.

Agreement for Services

City of Panama City and Panama City Community Development Council, Inc

THIS AGREEMENT FOR SERVICES (“Agreement”), made and entered into on this _____ day of _____, 2018, by and between the **City of Panama City** (“City”), whose address is 9 Harrison Avenue, Panama City, Florida 32401, and the **Panama City Community Development Council, Inc.** (“Destination Panama City”), whose address is 1000 Beck Avenue, Panama City, FL 32401..

RECITALS:

WHEREAS, Destination Panama City is a sub-district of the Bay County Tourist Development Council and its geographical boundary is identical to the city limits of the City of Panama City; and,

WHEREAS, Destination Panama City is responsible for the expenditure of tourist development tax (“Bed Tax”) that is collected within the City and is charged with expending the funds for the promotion of tourism by destination marketing, destination promotion, destination visitor information, stakeholder relations, human resources management and accounting, budgeting and planning for the proper expenditure of the Bed Tax; and,

WHEREAS, Destination Panama City has a current staff of four full time employees and it is not cost-effective for Destination Panama City to hire support staff for operational support services; and,

WHEREAS, the City, as the general local government for the city limits of the City of Panama City, has staff dedicated for operational support services such as benefits administration, information technology and accounting services, and has been providing these services to Destination Panama City for the past four (4) years, and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

1. The above Recitals are true and correct and incorporated herein by this reference.
2. Destination Panama City hereby engages the City to provide operational support services, such as benefits administration, information technology resources and accounting, as set forth in Exhibit A.

3. The term of this Agreement shall be one (1) year. This Agreement shall be effective as of October 1, 2017 and shall automatically renew on October 1 of each subsequent year unless earlier terminated as provided in this Agreement.
4. The Agreement may be terminated as follows:
 - a) upon the dissolution, be it natural or otherwise, any party to this Agreement; or
 - b) by any party, for any reason, upon 60 days written notice provided; however, should this Agreement be terminated, the City, and or Destination Panama City shall take all reasonable and necessary actions to transfer all the books and records of the Destination Panama City in its possession in an orderly fashion to Destination Panama City or its designee.
5. Each party shall devote such time as is necessary to complete the duties and responsibilities assigned to it under this Agreement.
6. This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Bay County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
7. In any action brought by any party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.
8. Nothing contained in this Agreement is intended to be a waiver of sovereign immunity between the parties or for any third party.
9. All notices required in this Agreement shall be sent by certified mail, return receipt requested, and shall be mailed to:

City
Jeff Brown, City Manager
9 Harrison Avenue
Panama City, FL 32401

Destination Panama City
Jennifer Vigil, President & CEO
1000 Beck Avenue
Panama City, FL 32401

10. The foregoing terms and conditions constitute the entire Agreement between the parties hereto and any representation not contained herein shall be null and void and no force and effect. Further this Agreement may be amended only in writing upon mutual consent of the parties hereto.
11. No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

IN WITNESS WHEREOF, the City and DESTINATION PANAMA CITY have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

Signed and Sealed
in the presence of:

City of Panama City, Florida

Witness

Greg Brudnicki, Mayor

Witness

Acknowledged by:

Secretary

Approved as to Form:

Counsel

PC_CDC, Inc.

Witness

Jennifer Vigil, President & CEO

Witness

Acknowledged by:

Secretary

Approved as to Form:

Counsel

EXHIBIT A

Services & Fees

Management Services

For the annual sum of \$13,500, payable as invoiced by the City to Destination Panama City, the City will perform operational support services, benefits administration, information technology and accounting services pursuant to Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB)