



DESTINATION PANAMA CITY  
SPECIAL MEETING

Location: Bay County Government Complex  
840 West 11<sup>th</sup> Street, Panama City, FL 32401  
November 29, 2022

(Immediately following City of Panama City Board Meeting)

- 1) Roll Call
- 2) Approval of Minutes – November 2, 2022 (pg2)
- 3) Acceptance of TDT Revenue Reports – FY22 Collections thru September 2022 (pg 6)
- 4) Financial Status Report – Period Ending October 31 2022 (pg 11)
- 5) Marketing RFQ Contract Consideration (pg 14)
  - a) Proposed Contract with MWB and Advanced Travel & Tourism - primary (pg 15)
  - b) Proposed Contract with Aqua Marketing – alternative (pg 25)
- 6) Marina Civic Center – Second Site Location Evaluation (pg 35)
- 7) Adjournment

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

**1. PRESENTER NAME:**

Jennifer M. Vigil  
President & CEO

**2. MEETING DATE:**

11/29/2022

**3. REQUESTED MOTION/ACTION:**

Board accept the Board Meeting Minutes of 11/2/2022 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)

Board Meeting Minutes of 11/2/2022 have been prepared for review and acceptance.



DESTINATION PANAMA CITY  
SPECIAL MEETING MINUTES  
November 2, 2022  
10:00AM

- 1) Roll Call
  - a) Board Members Greg Brudnicki, Billy Rader, Scott Pilla, and Joshua Street were present; as well as Chairman Nirav Banker. Board Members Jenna Haligas and Kenneth Brown were absent.
- 2) Approval of Minutes – September 27, 2022
  - a) Board Member Scott Pilla motioned to accept the Minutes of the September 27, 2022 meeting as presented. Seconded by Board Member Brudnicki the motion passed unanimously.
- 3) Acceptance of TDT Revenue Reports – FY22 Collections thru August 2022
  - a) Board Member Brudnicki motioned to accept the FY 22 Collections thru August 2022 as presented. Seconded by Board Member Rader the motions passed unanimously.
- 4) Financial Status Report – Period Ending September 30, 2022
  - a) This agenda item was pulled from the meeting; City Accounting did not have the September 30, 2022 financial reports complete.
- 5) Aqua Marketing
  - a) Aqua Marketing (Dave DiMaggio, Chip Futch, and Kristy Grove) gave the presentation.
  - b) Board Members Brudnicki and Pilla stated there exists a challenge in differentiating Panama City from Panama City Beach.
  - c) Board Member Brudnicki inquired how many people were employed at Aqua, as he did not want Destination Panama City to be “just a number” and he wanted the “A” team. Dave DiMaggio responded there were only 25 employees at Aqua and all clients were a top priority.

d) CEO Vigil inquired about their experience with data dashboards; to which Dave DiMaggio stated that every Aqua client has a custom built dashboard that is free and does not require additional subscription fees.

6) Madden Media

a) Madden Median (Brett Gordon, Jamie Claudio, Jen Carlisle, and Danah Heye) gave the presentation.

b) Board Member Brudnicki inquired how many employees Madden had and referenced the “A” team concerns.

c) Jamie Claudio re-introduced Jen Carlisle as the individual that would be the Account Rep assigned to Destination Panama City and stated that while Madden has over 100 employees they are divided up into teams. Destination Panama City would be serviced by Team Honey Badger.

d) CEO Vigil told the Board that Destination Panama City has worked with Madden on VISIT FLORIDA co-op programming and currently subscribes to the Madden Voyage Dashboard for data aggregation and analysis. The cost is \$20,000 annually.

7) MWB & Advanced Travel & Tourism

a) MWB (Tim Mask, Keith Fraser, Willie Smith, and Jana Bell) and Advanced Travel & Tourism (Joseph Dabbs) gave their joint presentation.

b) Board Member Brudnicki stated he was impressed by the “Make your way to the Bay” concept and he inquired about who would be servicing the account – again, referencing the “A” team. Willie Smith and Keith Fraser stated they would be one the account.

c) CEO Vigil inquired about data dashboard experience to which Tim Mask and Joseph Dabbs responded that they did not offer an in-house data dashboard.

8) Board Discussion and Direction

a) After brief discussion, Board Member Rader motioned to select MWB & Advanced Travel & Tourism as the agency or record and task CEO Vigil with negotiating a

- contract. Board Member Brudnicki seconded the motion. CEO Vigil called the vote by saying "All in favor?" There was no response from the other three board members.
- b) CEO Vigil then called a roll call vote:
    - i) Board Member Rader – aye
    - ii) Board Member Brudnicki – aye
    - iii) Chairman Banker – aye
    - iv) Board Member Street – aye
    - v) Board Member Pilla – aye
    - vi) Motion passed 5-0 for CEO Vigil to negotiate a contract with MWB & Advanced Travel & Tourism for Marketing Services.
  - c) Board Member Street motioned for CEO Vigil to also negotiate a contract with Aqua as a back up if the contract could not be executed. Board Member Pilla seconded the motion and it passed unanimously.
- 9) The 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:**

11/29/2022

**3. REQUESTED MOTION/ACTION:**

Board approve the Tourist Development Tax collections as reported by Bay County Clerk of Court.

**4. AGENDA**

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

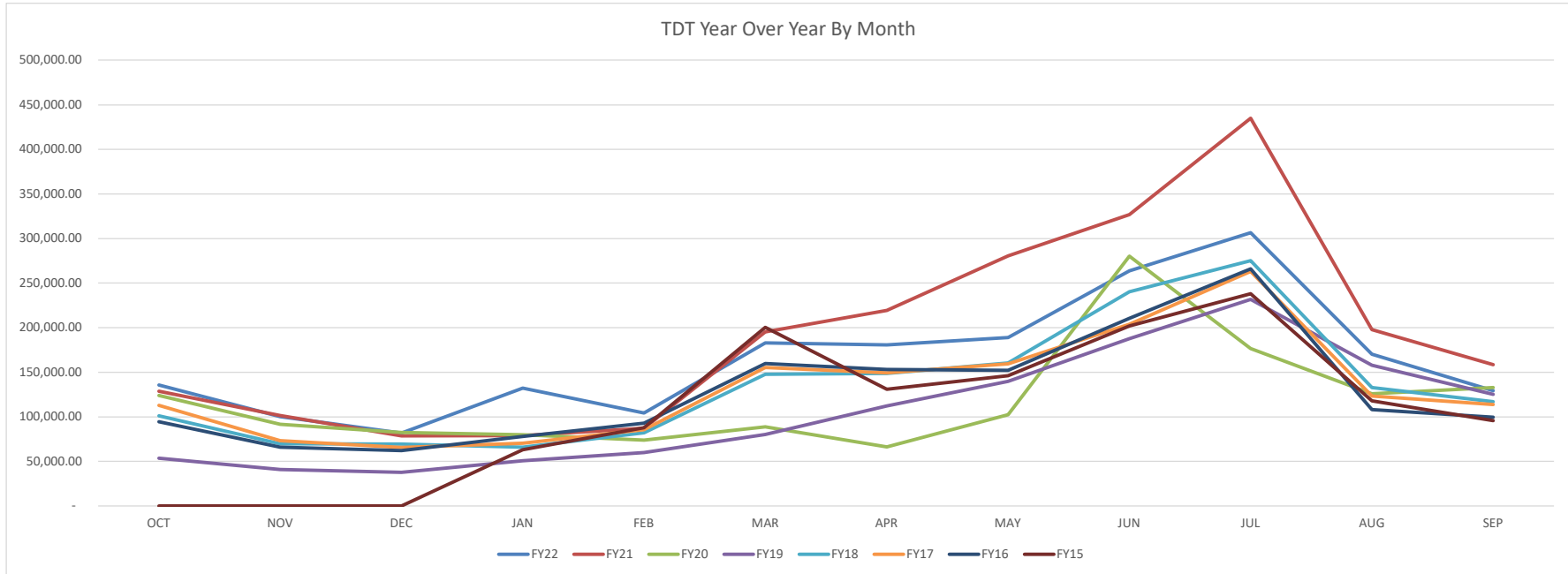
**5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:** YES  NO  IF NO, STATE ACTION REQUIRED  N/A

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)

Tourist Development Taxes are collected by Bay County Clerk of Court and reported to Destination Panama City.

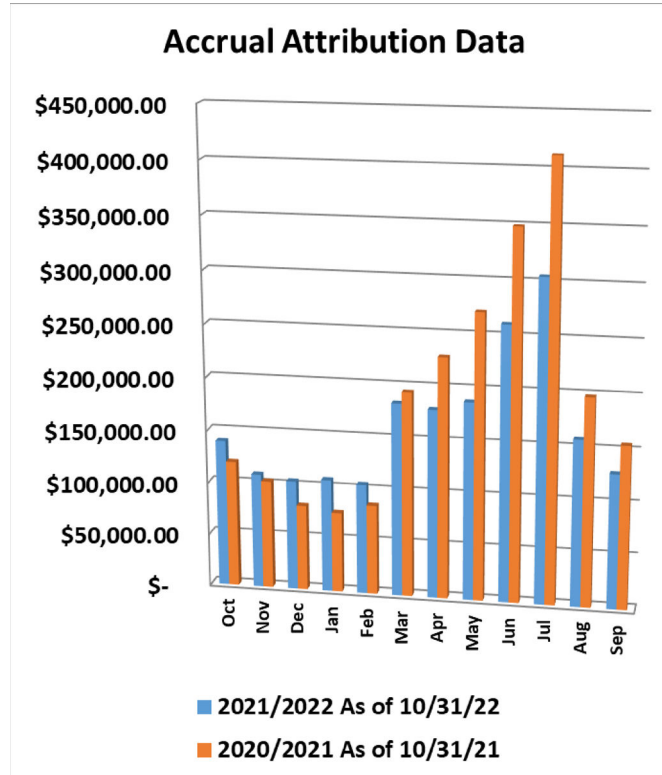


	FY22	FY21	FY20	FY19	FY18	FY17	FY16	FY15
OCT	135,808.08	128,768.79	123,861.73	53,465.19	101,281.73	112,754.00	94,571.27	-
NOV	100,118.98	101,630.73	91,643.79	40,942.54	69,765.50	73,327.00	66,059.88	-
DEC	81,802.37	78,649.26	82,443.03	37,691.14	69,355.65	65,657.00	62,079.90	-
JAN	132,165.89	78,908.76	79,980.05	50,642.49	66,053.88	70,339.00	78,155.39	63,069.50
FEB	104,387.19	87,288.10	73,996.73	59,891.56	82,266.95	85,637.00	92,804.00	87,845.52
MAR	182,793.74	195,307.74	88,811.23	80,393.83	147,842.53	155,229.00	159,731.00	200,483.24
APR	180,812.49	219,349.92	66,107.75	112,406.97	148,755.72	149,230.00	153,227.00	130,848.26
MAY	188,943.25	280,541.00	102,481.39	139,913.92	160,287.99	159,517.00	152,286.00	146,220.71
JUN	263,818.71	326,761.40	280,201.96	187,808.86	240,405.16	203,829.00	210,619.00	201,906.34
JUL	306,533.79	434,980.46	176,685.02	231,805.34	275,072.33	262,982.00	265,911.00	238,143.02
AUG	170,409.27	197,980.46	125,871.61	158,028.14	132,766.82	123,488.00	108,223.00	118,070.60
SEP	129,369.86	158,520.08	132,963.41	125,158.45	116,889.75	113,733.00	99,494.00	95,907.58
TOTAL	1,976,963.62	2,288,686.70	1,425,047.70	1,278,148.43	1,610,744.01	1,575,722.00	1,543,161.44	1,282,494.77



## Tourist Development Tax, Bay County, Florida

### Panama City



Accrual Attribution Data					
	<u>2021/2022 As</u> <u>of 10/31/22</u>	<u>2020/2021 As</u> <u>of 10/31/21</u>	<u>Variance</u>	<u>Variance %</u>	<u>2020/2021</u> <u>FINAL 10/31/22</u>
Oct	\$ 139,707.69	\$ 120,055.75	\$ 19,651.94	16.37%	\$ 133,565.86
Nov	\$ 109,136.72	\$ 102,962.22	\$ 6,174.50	6.00%	\$ 102,962.22
Dec	\$ 104,394.31	\$ 81,291.47	\$ 23,102.84	28.42%	\$ 81,160.38
Jan	\$ 107,470.61	\$ 76,372.67	\$ 31,097.94	40.72%	\$ 76,372.67
Feb	\$ 104,788.11	\$ 85,361.71	\$ 19,426.40	22.76%	\$ 85,361.71
Mar	\$ 183,371.78	\$ 194,212.99	\$ (10,841.21)	-5.58%	\$ 193,820.31
Apr	\$ 179,370.49	\$ 228,248.67	\$ (48,878.18)	-21.41%	\$ 229,606.18
May	\$ 187,806.71	\$ 270,956.42	\$ (83,149.71)	-30.69%	\$ 270,956.42
Jun	\$ 260,831.35	\$ 348,904.89	\$ (88,073.54)	-25.24%	\$ 348,956.15
Jul	\$ 305,053.89	\$ 412,241.09	\$ (107,187.20)	-26.00%	\$ 412,524.91
Aug	\$ 158,610.42	\$ 197,913.20	\$ (39,302.78)	-19.86%	\$ 198,199.54
Sep	\$ 128,197.76	\$ 155,208.84	\$ (27,011.08)	-17.40%	\$ 155,688.46
	<b>\$ 1,968,739.84</b>	<b>\$ 2,273,729.92</b>	<b>\$ (277,979.00)</b>	<b>-12.23%</b>	<b>\$ 2,289,174.81</b>

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](mailto:TDC@BayCoClerk.com)





## Tourist Development Tax, Bay County, Florida

### FY2022 Cash/Accrual Breakdown

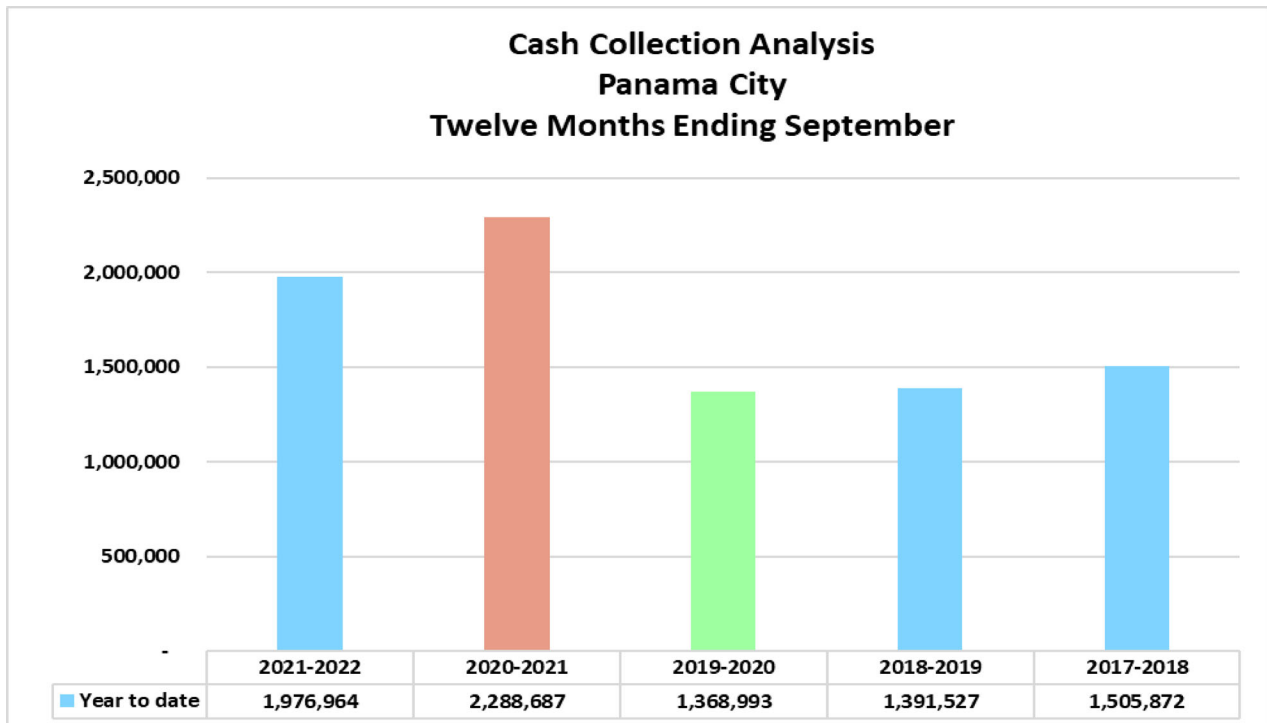
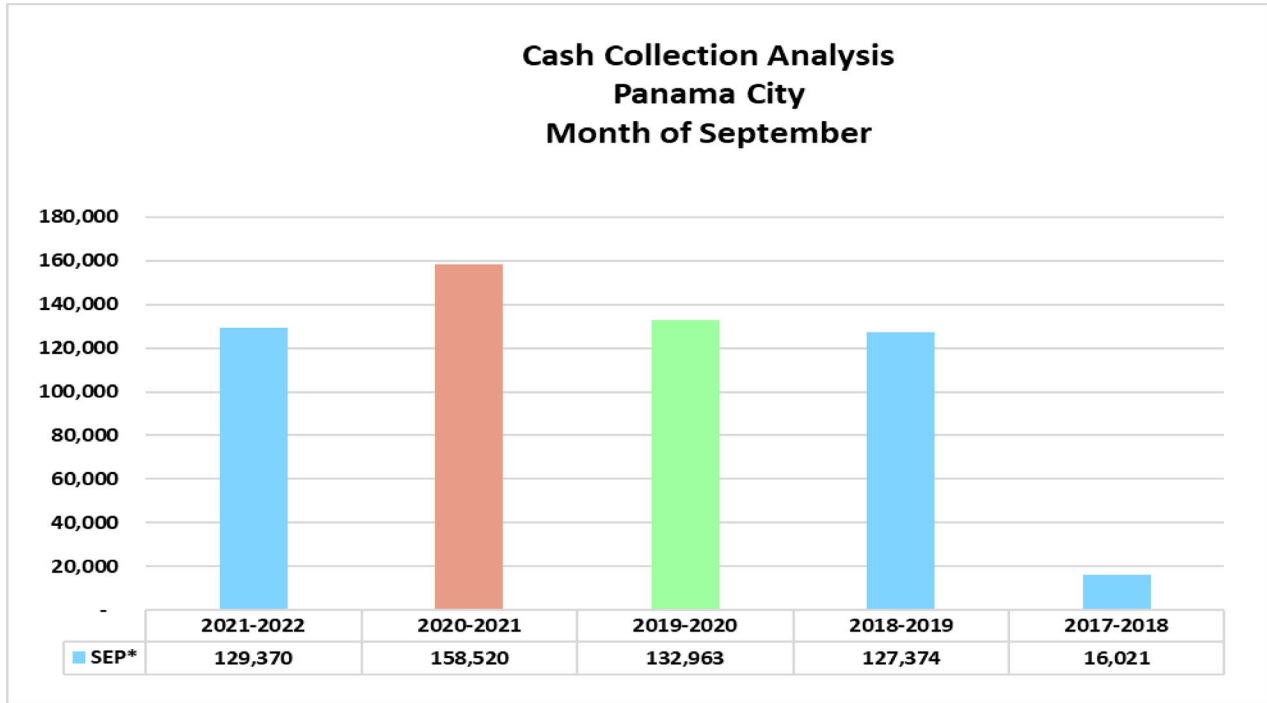
Collected in												
	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Pre	\$ 1,646.81	\$ 648.85								\$ 142.42	\$ 4,444.21	
Oct	\$ 134,081.27	\$ 3,843.09		\$ 293.95		\$ 41.03				\$ 750.00	\$ 698.35	
Nov	\$ 80.00	\$ 95,269.79	\$ 148.09	\$ 12,480.29					\$ 356.90			\$ 750.00
Dec	\$ 357.25	\$ 81,545.23	\$ 109.05	\$ 12,503.65			\$ 1,193.09	\$ 1,126.74	\$ 1,618.53	\$ 649.32	\$ 5,400.50	
Jan			\$ 109.05	\$ 106,888.00	\$ 165.10		\$ 78.80		\$ 229.66			
Feb					\$ 103,829.83	\$ 535.34	\$ 93.75		\$ 329.19			
Mar					\$ 392.26	\$ 182,129.62	\$ 279.02		\$ 327.62	\$ 243.26		
Apr						\$ 87.75	\$ 178,128.11	\$ 459.19	\$ 241.44	\$ 122.84	\$ 331.16	
May							\$ 242.43	\$ 186,293.44	\$ 1,065.13		\$ 205.71	
Jun							\$ 240.09	\$ 336.82	\$ 258,430.08	\$ 1,389.61	\$ 434.75	
Jul								\$ 1,220.16	\$ 303,070.81	\$ 762.92		
Aug									\$ 165.53	\$ 158,047.70	\$ 397.19	
Sep										\$ 32.32	\$ 128,165.44	
Post												\$ 57.23
	\$ 135,808.08	\$ 100,118.98	\$ 81,802.37	\$ 132,165.89	\$ 104,387.19	\$ 182,793.74	\$ 180,812.49	\$ 188,943.25	\$ 263,818.71	\$ 306,533.79	\$ 170,409.27	\$ 129,369.86
												\$ 1,976,963.62

Attributed period

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## Tourist Development Tax, Bay County, Florida



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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:**

11/29/2022

**3. REQUESTED MOTION/ACTION:**

Board accept the financial status reports as presented for period ending October 31, 2022.

**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)

As of 10/1/2022 Suzanne Kennon has provided accounting services for Destination Panama City. Attached is the financial status report for the period ending October 31, 2022. We recognize some adjustments and journal entries will be made once the FY22 audit is finalized by Carr Riggs & Ingram.

# Destination Panama City

## Balance Sheet

As of November 22, 2022

	TOTAL
<b>ASSETS</b>	
Current Assets	
Bank Accounts	
10001 Checking - Bankcorp South	568,609.51
<b>Total Bank Accounts</b>	<b>\$568,609.51</b>
Accounts Receivable	
11500 Accounts Receivable (A/R)	140,018.29
<b>Total Accounts Receivable</b>	<b>\$140,018.29</b>
Other Current Assets	
13100 Due from Others - Bay County	0.00
<b>Total Other Current Assets</b>	<b>\$0.00</b>
<b>Total Current Assets</b>	<b>\$708,627.80</b>
Fixed Assets	
16500 Allowance for Depreciation	-2,662.49
16600 Fixed Prop Machinery & Equipment	10,672.49
16610 Buildings & Land	1,362,497.49
16630 Furniture & Fittings	2,730.00
<b>Total Fixed Assets</b>	<b>\$1,373,237.49</b>
<b>TOTAL ASSETS</b>	<b>\$2,081,865.29</b>
<b>LIABILITIES AND EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
20200 Accounts Payable (A/P)	0.00
<b>Total Accounts Payable</b>	<b>\$0.00</b>
Other Current Liabilities	
20300 CDC PPP Loan	47,330.00
20400 Advance Deposits	100,000.00
21600 Compensated Absences	15,873.20
21601 Accrued Payroll	2,491.21
Direct Deposit Payable	0.00
Payroll Liabilities	
21801 Federal Taxes (941/943/944)	0.00
21802 Federal Unemployment (940)	18.76
21803 FL Unemployment Tax	151.02
21821 Health Insurance	1,511.65
21822 Dental Insurance	227.51
21823 Retirement	0.00
21824 Life Insurance	51.50
21825 Vision Insurance	-17.03

# Destination Panama City

## Balance Sheet

As of November 22, 2022

	TOTAL
<b>Total Payroll Liabilities</b>	<b>1,943.41</b>
Unearned Revenue	0.00
<b>Total Other Current Liabilities</b>	<b>\$167,637.82</b>
<b>Total Current Liabilities</b>	<b>\$167,637.82</b>
<b>Total Liabilities</b>	<b>\$167,637.82</b>
Equity	
27100 Fund Balance - Unrestricted	1,912,883.50
Retained Earnings	0.00
Net Income	1,343.97
<b>Total Equity</b>	<b>\$1,914,227.47</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$2,081,865.29</b>

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

**1. PRESENTER NAME:**

Jennifer M. Vigil  
President & CEO

**2. MEETING DATE:**

11/29/2022

**3. REQUESTED MOTION/ACTION:**

Board review and consider either the primary or alternate marketing contract 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)

On November 2, 2022, three marketing firms (Aqua, Madden, and MWB with Advanced Travel & Tourism) made presentations to the Board in hopes of securing the marketing contract with Destination Panama City. Based on action of the Board, MWB with Advanced Travel & Tourism was selected as the primary firm and Aqua was selected as the alternate.

CEO Vigil was tasked with negotiating a contract with each firm for presentation to the Board for consideration.

Attached are both contracts for review and consideration. The chart below reflects the economic and support variances related to each contract.

Firm	53401 Acct Mgt	53401 Total Monthly Hours	53402 Creative	53402 Total Monthly Creative Hours	54801 Commission
MWB / ATT	\$110.00	37.87	\$110.00	30.30	10%
Aqua	\$150.00	27.7	\$150.00	22.22	15%

Destination Panama City has a total annual budget for 53401 – Acct Mgt (\$50,000) and 53402 - Creative (\$40,000) which is used to derive the total possible hours an average month the firm could dedicate to DPC and stay within the scope of the budget.

With the annual marketing budget at \$500,000, the difference in media buys as a result of the fee differential between the two firms is approximately \$16,000 more advertising could be placed with MWB. However, MWB does not have an in-house data dashboard. Currently, Destination Panama City pays \$20,000 for the Madden Voyage dashboard. Aqua provides all of its clients a custom data dashboard for free.

MWB has stated that they will offer to co-op or pay some of the fees for a third party data dashboard.

## FY 23 ADVERTISING AGREEMENT

MWB and Advanced Travel & Tourism

agrees to serve

**Panama City Community Development Council, Inc.,  
Db a Destination Panama City**  
a Florida public agency and corporation not-for-profit  
(hereinafter called "Client")

as advertising agency of record in accordance  
with and subject to the terms and conditions set forth below.

### General Provisions

- 1. Agency-Client Relations.** Agency agrees to render to Client those services as agreed upon in written task orders executed by the parties as described herein. Agency is authorized to act as Client's agent in purchasing the media, materials and services required to produce and/or execute advertising, production, marketing communications, digital media or event management on Client's behalf, subject always to the terms and conditions herein. Agency will act as Client's agent with Client as the disclosed principal in entering into contracts with media or other marketing vendors, and a copy of this paragraph may be presented to media and/or other third parties as evidence of Agency's authority to act in such capacity for such purpose.
- 2. Advertising and Marketing Charges; Billing Policies.** Compensation to Agency and any reimbursement of Agency expenses shall be governed by **Exhibit 1**, attached and incorporated herein, except in instances when a task order expressly identifies deviations from the standard rules provided by **Exhibit 1** and provides substituted rules related to compensation, which shall only be applicable to that task order.

Agency does not finance Client's media advertising or other marketing unless as part of a Project as defined below. Charges for advertising placed or other marketing arranged by Agency on behalf of Client (other than as part of a Project) will be verified by Agency and billed to and paid by Client directly to the media or other marketing vendor in accordance with the negotiated (lowest available to Agency) **net rate** of the media or other vendor (after deduction of any applicable commission, discount, rebate or the like). Agency shall instruct all media and other vendors to bill Client directly and Client shall remit payments in accord with the payment terms established by the media or other vendor. Client agrees to assume full financial liability for authorized insertions for advertising space and/or time placed on its behalf by Agency. Authorized insertions are those insertions specified in a media plan approved by Client or otherwise approved in writing by Client.

Agency may require partial payment in advance equal to one-half (½) total cost for all production, marketing communications, digital media or event management projects (herein a "Project") in excess of \$5,000 based upon a Client-approved "not-to-exceed" cost estimate. When a Project is completed, final billing will be rendered detailing all actual costs and expenses and, if applicable, reflecting the initial partial payment. Client agrees to pay Agency for each Project the lesser of the actual cost or the maximum agreed Project cost.

Agency shall invoice Client monthly and Client must pay all fees and reimbursement of expenses under this agreement within 30 days of receipt of an invoice. Sales taxes for which Client is jointly responsible with Agency will be charged on all invoices unless Client files a tax-exempt certificate with Agency.

Reimbursements of any travel, lodging, and food expenses that may be provided for under this Agreement are subject to Florida Statute 112.061, with Agency and its employees being subject to the rules applicable to “authorized travelers.”

Agency may contract with media on the basis of “sequential liability” if each contract is approved in writing by Client. Client will remain solely liable for sums owing for space or time and if Client does not use all of the space or facilities for which Client originally authorized Agency to contract by written approval of a media estimate, and if a higher “short rate” results, Client will be responsible for the additional amount due by reason of the rate differential.

**3. Examination of Records.** Pursuant to Florida Statute 119.0701, Agency shall comply with public records laws and, more specifically, shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency’s custodian of public records, provide the public agency 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 this chapter 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 contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AGENCY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 832-5262, jennifer@destinationpanamacity.com, or 101 West Beach Drive, Panama City, FL 32401

**4. Talent Union Codes.** Client will defend, indemnify and hold harmless Agency against any loss Agency may sustain resulting from any claim, suit or proceeding against Agency for use of any Agency-produced commercials made or brought by talent provided to Agency by Client when such claim, suit or proceeding arises out of Client’s obligations under the applicable union codes or contracts relating to the production of commercials. Agency will defend, indemnify and hold harmless Client against any loss Client may sustain resulting from any claim, suit or proceeding made or brought against Client as a result of Agency’s work on behalf of Client in the production of commercials when such



claim, suit or proceeding arises out of Agency's obligations under the applicable union codes or contracts relating to the production of commercials. Client's duty to indemnify Agency, and Agency's duty to indemnify Client, attach to all commercials made pursuant to this agreement and shall survive the termination of this agreement for a period of five (5) years.

**5. Liability and Insurance Matters.** Agency agrees to exercise all reasonable precautions in the examination of all material prepared or used by Agency on Client's behalf to avoid any actions, suits or other proceedings against either Agency, Client, or both. To the extent not covered in full by the "Advertising Agency Special Perils Policy" described below, Client will defend, indemnify and hold Agency harmless with respect to any claims, demands or actions described by this paragraph arising out of product representations or other materials supplied by Client to Agency for inclusion in Client's advertising, publicity or promotion of any kind. Agency shall carry an "Advertising Agency Special Perils Policy" in a form and with companies satisfactory to Client, written on an occurrence basis with limits not less than **\$1,000,000** per occurrence and in the aggregate, and shall name Client as an additional insured party. Such policy shall be with respect to Agency's advertising, publicity or promotion of any kind of Client's products or services or Agency's services rendered or that should have been rendered by Agency in the development, placement or exhibition of advertising from claims, demands and actions pertaining to the following, except to the extent such claims arise from information or materials provided by or through Client:

- (a) any form of defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
- (b) any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness;
- (c) false arrest, detention or imprisonment or malicious prosecution, wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;
- (d) infringement of title, slogan, trademark, trade name, trade dress, service mark or service name;
- (e) infringement of copyright, plagiarism, piracy or misappropriation of ideas under implied contract;
- (f) unfair competition, dilution, deceptive trade practices, civil actions for consumer fraud, false advertising or misrepresentation in advertising, and claims under Section 43(a) of the federal trademark statute or similar state statutes.

This policy protects Client up to the amount of the limit of such policy if Agency and does not substitute for, limit, or reduce any obligation otherwise provided herein for Agency to indemnify Client.

Upon assertion of a claim or commencement of a suit or proceeding by a third party that may give rise to liability of an indemnifying party under this agreement, the indemnified party shall promptly notify the indemnifying party of the existence of such a claim and shall give the indemnifying party reasonable opportunity to settle the claim with its own counsel at its own expense. The indemnified party shall at all times have the right to participate in such defense at its own expense and shall not be obligated to participate in

any settlement which it reasonably believes would have an adverse effect on its business. The parties agree to assist each other as may reasonably be requested in order to ensure a proper and adequate defense. An indemnified party shall not settle any claim without the prior written consent of the indemnifying party. Client's duty to indemnify Agency, and Agency's duty to indemnify Client, shall survive the termination of this agreement for a period of five (5) years.

- 6. Term and Termination.** The term of this agreement is for nine months beginning on January 1, 2023 (the "Effective Date"), unless sooner terminated as provided herein. Thereafter, this agreement may be renewed from year to year upon on the mutual agreement of the parties. Such renewal must be in writing, executed by both parties, and shall be on the same terms stated herein except as specified by the written renewal. A renewal shall not be binding on Client unless executed by Client's President.

This agreement may be terminated for convenience, without cause, by either party by giving ninety (90) days advance notice in writing. The parties' respective rights, duties and responsibilities shall continue during such notice or "wind-down" period. Agency shall be entitled to any retainer fee to the end of the notification period and Client shall have the option, in its sole discretion, to pay such fee in full in advance and discharge Agency immediately.

Client may terminate this agreement for cause by written notice to Agency effective immediately. Cause shall include by way of example and not limitation, solicitation or acceptance of a competing client as described below, commission of a criminal act or an act evidencing moral turpitude, dishonest or deceptive dealing, incompetence, repeated lack of service, or any other material breach of this Agreement. Any wrongful termination for cause shall be conclusively deemed a termination for convenience.

Client may terminate this agreement on or about September 30 of any year in which the Board of County Commissioners of Bay County, Florida, fails to appropriate advertising and marketing funds to the Client for the next fiscal year in an amount materially equal to the amount appropriated for the then current fiscal year.

Furthermore, Client may terminate this contract if Agency is found to have submitted a false certification related to Florida Statute 287.15; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

As used throughout this agreement, termination shall mean termination by lapse of time or otherwise.

- (a) **Limitation of Pending Projects and Non-Cancelable Contracts.** Upon termination for convenience and during the wind-down period, Client may, in its sole discretion, require Agency to limit, reduce or cease work on any pending Project. In such case, Client shall be responsible for all ordinary Project costs incurred and hourly fees earned by agency through the date notice of limitation, reduction or cessation was given, provided Agency, at Client's request, uses its best efforts to cause any third party contract or benefit associated with the Project to be assigned or set over to Client. In addition, Client shall be responsible for all Project costs unavoidably incurred by Agency with a third party after notice of limitation, reduction or cessation was given, so long as Agency, at Client's request, uses its best efforts to cause such third party contract or benefit

to be assigned or set over to Client. However, Client shall not be responsible for any lost profit or benefit of the bargain claimed by Agency.

- (b) **Transfer of Property and Materials.** Upon termination, Agency shall transfer, assign and make available to Client or its representative, all property and materials in Agency's possession or control belonging to Client, including any copy, artwork, plates, licenses, digital files or other physical embodiment of creative work relating to any such property, all material which may be in Client's possession at termination of this agreement, all advertising, merchandising, package, plan or idea prepared by Agency and submitted to Client (whether submitted separately or as part of other material) which Client has elected to utilize or not to utilize, any unfinished Project or materials, and any passwords or permissions needed to access and use any such licenses or digital files; provided however, that Client grants Agency the right to use final Projects and material previously approved for publication by Client solely for purposes of marketing or promoting Agency and its services.
7. **Responsibility for Third Parties.** Agency shall take reasonable precautions to safeguard Client's tangible or intangible property entrusted to Agency's custody, control or use. Agency will guard against any loss to Client through failure of media or suppliers to properly execute their commitments related to this Agreement.
8. **Confidential Information.** Agency and Client agree to keep in confidence and not to disclose or use for its own benefit or the benefit of any third party (except as may be required for the performance of services under this agreement or as may be required by law), any information, documents or materials which are identified by a party, at the time that they are made available, to be proprietary or confidential and are marked as such, provided however that such obligation shall not extend to any information, documents or materials that become publicly available without breach of this provision. These obligations shall survive the termination of this agreement for a period of three (3) years.
9. **Miscellaneous.** The above provisions, the attached **Exhibit 1**, and any task order agreed upon by the parties in writing with the same formality required for an amendment to this Agreement constitute the entire agreement of the parties concerning the relations and agreements of Agency and Client. It is agreed that neither party shall have the right to, orally or in writing, modify the above terms unless the modifications, changes or additions have been executed as an amendment to this agreement by the properly authorized officers of each party in the same manner as the above provisions are being agreed. No waiver of any provision, or delay or failure to exercise any remedy, shall be deemed a subsequent waiver or modification of the same or any other provision. The prevailing party in any suit brought to enforce this agreement shall be entitled to a reasonable attorney's fee, including appeal, and any litigation to determine the amount of fees or costs owed to a prevailing party. This agreement shall be governed by and construed in accordance with the laws of the State of Florida, and exclusive venue and jurisdiction to hear any dispute shall lie in a court of appropriate jurisdiction located in Bay County, Florida. This agreement may not be assigned or transferred in whole or in part by either party without the other party's prior written consent. Client's obligation to defend, indemnify and hold harmless Agency is subject to the limits contained in Section 768.28 Florida Statutes (waiver of sovereign immunity). This agreement is solely for the benefit of the parties, and nothing herein shall be deemed to create any third-party beneficiary right in any other person. All notices and approvals required or permitted hereunder must be in writing; an email from one party which is received by the other at its customary email address shall qualify as a written notice or approval.
10. **Ownership of Materials.** All materials created and/or produced by Agency for Client shall become the property of Client upon receipt by Agency of payment in full for all

services rendered by Agency pursuant to this Agreement through the creation or development of such materials.

Agency acknowledges that Client is the sole and exclusive owner of Client's protectable intellectual property, including without limitation, trademarks, service marks, trade names and logos (collectively, the "Client Marks"). Agency agrees that it will not make any use of the Marks without Client's prior written consent. Agency further agrees and acknowledges that it shall not acquire any interest in the Marks or the goodwill associated with the Marks by virtue of this Agreement or Agency's use of the Marks. Client hereby reserves all such rights not specifically granted hereunder.

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11. **Conflict of Interest:** During the term of this Agreement, Agency shall not represent any destination marketing organization or tourism related business located in a competitive beachfront community or in the greater Panama Cityes area. Agency shall be entitled to request at any time Client's determination of whether soliciting or accepting a particular client will violate this covenant. Client shall respond in writing within five (5) business days after receipt of a written request for determination
12. **Appropriations.** Client, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts appropriated to Client by the Board of County Commissioners of Bay County, Florida, and budgeted as available for expenditure during such fiscal year for the purposes contained in this agreement. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract.

[Signatures on following page.]

The above provisions are accepted by:

**Destination Panama City  
Panama City  
Community Development Council, Inc.,**

**MWB**

By: \_\_\_\_\_  
Jennifer Vigil, CEO

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_  
President & CEO

Title: \_\_\_\_\_  
(Type or Print Name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Advanced Travel & Tourism**

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_  
(Type or Print Name)

Date: \_\_\_\_\_

## EXHIBIT 1

### SCOPE OF SERVICES

#### A. SERVICES

**Monthly strategic, analysis, and account management services will be billed to sub account 53401. Services billed to this line item will be billed at a rate of \$110 per hour and will not exceed \$4,000 per month.**

Account & Project Manage Services 53401:

- Organizes and manages day-to-day activities (including project schedules, status reporting, meeting agendas, and conference reports, etc.).
- Develops estimates and manages budget, providing Client with ongoing budget reconciliations.
- Coordinates efforts between Client, internal teams (MWB & ATT) and annual media vendors based on approved media buys/placements.
- Collaborates with partner agencies, such as PR (currently LRC), Website (Gorgeous Marketing), Photography & Videography (Boo Media), and others (ex. Strategic research).
- Prepares Monthly Status Reports and Strategic point-of-views and presents to stakeholders as needed.

Strategy Brand Planning & Business Intelligence 53401:

- Provides strategic direction to guide annual marketing planning
- Provides data analytics consulting, methodology, and design to inform annual planning
- Partners with Media to provide high level monthly digital reporting and optimization recommendations based on media reporting.

Creative Concepting 53401:

- Provides creative leadership, strategy, and direction
- Develops creative concepts for annual marketing campaigns up to 3 creative ideations/territories based on approved strategy.
- Partners with DPC team on media approach and tactics to support the delivery of the creative platform annually.

**Monthly creative design (54801), media buys (54800), and commission (54802) will be billed to the appropriate sub account. Services billed to line item 54801 will be billed at \$110 per hour and will not exceed \$40,000 per year. Services billed to 54802 for commission on media buying will be billed at 10% commission rate. Media buys will be billed to 54800 at cost.**

Media Planning & Buying:

- Provides media leadership, strategy, and direction
- Executes media planning, placement and buying annually in support of brand annual planning at an approximate investment of \$500,000. This is an aggregate of 54800, 54801, and 54802.
- Develops media approach and plan for Media, to include:
  - Target analysis that aligns with research studies
  - Establish media strategy, objectives, and tactics
  - Develop overall media strategic framework for the annual plan
  - Provide market analysis and recommendations
  - Prove media planning and investment across all channels: broadcast, radio, print, digital, mobile, social, and out of home
- Provide digital reporting and optimization recommendations monthly.
- Provide evaluations of media opportunities as needed and that arise throughout the year for opportunistic buys.
- Management of media plan and budget management, including actualizing plans, billing reconciliation, makegoods, etc.
- Negotiate and buy placement for all media authorized by Client.
- Manage and coordinate creative asset size details, file specifications, media partner contacts, and due dates with production and strategic engagement teams.
- Authorization: All media spend will be approved through an authorization document provided to Destination Panama City by the Agency for signature and will include: channel, inventory, net cost, estimated fee, flight details, and specifics related to campaign.

**Photography and Videography (54803) that falls outside the scope of the current contract with Boo Media will be outsourced locally. Creative direction provided by MWB and Advanced Travel & Tourism will be billed at \$110 per hour and will be considered for approval on a per project basis.**

**Any third party or OOP costs, as required, will be estimated by the Agency, and approved by Destination Panama City.**



## FY 23 ADVERTISING AGREEMENT

AQUA

agrees to serve

**Panama City Community Development Council, Inc.,  
Db a Destination Panama City**  
a Florida public agency and corporation not-for-profit  
(hereinafter called "Client")

as advertising agency of record in accordance  
with and subject to the terms and conditions set forth below.

### General Provisions

- 1. Agency-Client Relations.** Agency agrees to render to Client those services as agreed upon in written task orders executed by the parties as described herein. Agency is authorized to act as Client's agent in purchasing the media, materials and services required to produce and/or execute advertising, production, marketing communications, digital media or event management on Client's behalf, subject always to the terms and conditions herein. Agency will act as Client's agent with Client as the disclosed principal in entering into contracts with media or other marketing vendors, and a copy of this paragraph may be presented to media and/or other third parties as evidence of Agency's authority to act in such capacity for such purpose.
- 2. Advertising and Marketing Charges; Billing Policies.** Compensation to Agency and any reimbursement of Agency expenses shall be governed by **Exhibit 1**, attached and incorporated herein, except in instances when a task order expressly identifies deviations from the standard rules provided by **Exhibit 1** and provides substituted rules related to compensation, which shall only be applicable to that task order.

Agency does not finance Client's media advertising or other marketing unless as part of a Project as defined below. Charges for advertising placed or other marketing arranged by Agency on behalf of Client (other than as part of a Project) will be verified by Agency and billed to and paid by Client directly to the media or other marketing vendor in accordance with the negotiated (lowest available to Agency) **net rate** of the media or other vendor (after deduction of any applicable commission, discount, rebate or the like). Agency shall instruct all media and other vendors to bill Client directly and Client shall remit payments in accord with the payment terms established by the media or other vendor. Client agrees to assume full financial liability for authorized insertions for advertising space and/or time placed on its behalf by Agency. Authorized insertions are those insertions specified in a media plan approved by Client or otherwise approved in writing by Client.

Agency may require partial payment in advance equal to one-half (½) total cost for all production, marketing communications, digital media or event management projects (herein a "Project") in excess of \$5,000 based upon a Client-approved "not-to-exceed" cost estimate. When a Project is completed, final billing will be rendered detailing all actual costs and expenses and, if applicable, reflecting the initial partial payment. Client agrees to pay Agency for each Project the lesser of the actual cost or the maximum agreed Project cost.

Agency shall invoice Client monthly and Client must pay all fees and reimbursement of expenses under this agreement within 30 days of receipt of an invoice. Sales taxes for which Client is jointly responsible with Agency will be charged on all invoices unless Client files a tax-exempt certificate with Agency.

Reimbursements of any travel, lodging, and food expenses that may be provided for under this Agreement are subject to Florida Statute 112.061, with Agency and its employees being subject to the rules applicable to “authorized travelers.”

Agency may contract with media on the basis of “sequential liability” if each contract is approved in writing by Client. Client will remain solely liable for sums owing for space or time and if Client does not use all of the space or facilities for which Client originally authorized Agency to contract by written approval of a media estimate, and if a higher “short rate” results, Client will be responsible for the additional amount due by reason of the rate differential.

**3. Examination of Records.** Pursuant to Florida Statute 119.0701, Agency shall comply with public records laws and, more specifically, shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency’s custodian of public records, provide the public agency 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 this chapter 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 contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AGENCY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 832-5262, [jennifer@destinationpanamacity.com](mailto:jennifer@destinationpanamacity.com), or 101 West Beach Drive, Panama City, FL 32401

**4. Talent Union Codes.** Client will defend, indemnify and hold harmless Agency against any loss Agency may sustain resulting from any claim, suit or proceeding against Agency for use of any Agency-produced commercials made or brought by talent provided to Agency by Client when such claim, suit or proceeding arises out of Client’s obligations under the applicable union codes or contracts relating to the production of commercials. Agency will defend, indemnify and hold harmless Client against any loss Client may sustain resulting from any claim, suit or proceeding made or brought against Client as a result of Agency’s work on behalf of Client in the production of commercials when such

claim, suit or proceeding arises out of Agency's obligations under the applicable union codes or contracts relating to the production of commercials. Client's duty to indemnify Agency, and Agency's duty to indemnify Client, attach to all commercials made pursuant to this agreement and shall survive the termination of this agreement for a period of five (5) years.

**5. Liability and Insurance Matters.** Agency agrees to exercise all reasonable precautions in the examination of all material prepared or used by Agency on Client's behalf to avoid any actions, suits or other proceedings against either Agency, Client, or both. To the extent not covered in full by the "Advertising Agency Special Perils Policy" described below, Client will defend, indemnify and hold Agency harmless with respect to any claims, demands or actions described by this paragraph arising out of product representations or other materials supplied by Client to Agency for inclusion in Client's advertising, publicity or promotion of any kind. Agency shall carry an "Advertising Agency Special Perils Policy" in a form and with companies satisfactory to Client, written on an occurrence basis with limits not less than **\$1,000,000** per occurrence and in the aggregate, and shall name Client as an additional insured party. Such policy shall be with respect to Agency's advertising, publicity or promotion of any kind of Client's products or services or Agency's services rendered or that should have been rendered by Agency in the development, placement or exhibition of advertising from claims, demands and actions pertaining to the following, except to the extent such claims arise from information or materials provided by or through Client:

- (a) any form of defamation or other tort related to disparagement or harm to the character, reputation or feelings of any person or organization, including libel, slander, product disparagement, trade libel, infliction of emotional distress, outrage or outrageous conduct;
- (b) any form of invasion, infringement or interference with rights of privacy or publicity, including false light, public disclosure of private facts, intrusion and commercial appropriation of name or likeness;
- (c) false arrest, detention or imprisonment or malicious prosecution, wrongful entry or eviction, trespass, eavesdropping or other invasion of the right of private occupancy;
- (d) infringement of title, slogan, trademark, trade name, trade dress, service mark or service name;
- (e) infringement of copyright, plagiarism, piracy or misappropriation of ideas under implied contract;
- (f) unfair competition, dilution, deceptive trade practices, civil actions for consumer fraud, false advertising or misrepresentation in advertising, and claims under Section 43(a) of the federal trademark statute or similar state statutes.

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This agreement may be terminated for convenience, without cause, by either party by giving ninety (90) days advance notice in writing. The parties' respective rights, duties and responsibilities shall continue during such notice or "wind-down" period. Agency shall be entitled to any retainer fee to the end of the notification period and Client shall have the option, in its sole discretion, to pay such fee in full in advance and discharge Agency immediately.

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[Signatures on following page.]

The above provisions are accepted by:

**Destination Panama City  
Panama City  
Community Development Council, Inc.,**

**AQUA**

By: \_\_\_\_\_  
Jennifer Vigil, CEO

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_  
President & CEO

Title: \_\_\_\_\_  
(Type or Print Name)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT 1

### SCOPE OF SERVICES

#### A. SERVICES

**Monthly strategic, analysis, and account management services will be billed to sub account 53401. Services billed to this line item will be billed at a rate of \$150 per hour and will not exceed \$4,000 per month.**

Account & Project Manage Services 53401:

- Organizes and manages day-to-day activities (including project schedules, status reporting, meeting agendas, and conference reports, etc.).
- Develops estimates and manages budget, providing Client with ongoing budget reconciliations.
- Coordinates efforts between Client, internal teams (AQUA) and annual media vendors based on approved media buys/placements.
- Collaborates with partner agencies, such as PR (currently LRC), Website (Gorgeous Marketing), Photography & Videography (Boo Media), and others (ex. Strategic research).
- Prepares Monthly Status Reports and Strategic point-of-views and presents to stakeholders as needed.

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- Provides strategic direction to guide annual marketing planning
- Provides data analytics consulting, methodology, and design to inform annual planning
- Partners with Media to provide high level monthly digital reporting and optimization recommendations based on media reporting.

Creative Concepting 53401:

- Provides creative leadership, strategy, and direction
- Develops creative concepts for annual marketing campaigns up to 3 creative ideations/territories based on approved strategy.
- Partners with DPC team on media approach and tactics to support the delivery of the creative platform annually.



**Monthly creative design (54801), media buys (54800), and commission (54802) will be billed to the appropriate sub account. Services billed to line item 54801 will be billed at \$150 per hour and will not exceed \$40,000 per year. Services billed to 54802 for commission on media (traditional and digital) buying will be billed at 15% commission rate. Media buys will be billed to 54800 at cost.**

Media Planning & Buying:

- Provides media leadership, strategy, and direction
- Executes media planning, placement and buying annually in support of brand annual planning at an approximate investment of \$500,000. This is an aggregate of 54800, 54801, and 54802.
- Develops media approach and plan for Media, to include:
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  - Develop overall media strategic framework for the annual plan
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- Manage and coordinate creative asset size details, file specifications, media partner contacts, and due dates with production and strategic engagement teams.
- Authorization: All media spend will be approved through an authorization document provided to Destination Panama City by the Agency for signature and will include: channel, inventory, net cost, estimated fee, flight details, and specifics related to campaign.

**Photography and Videography (54803) that falls outside the scope of the current contract with Boo Media will be outsourced locally. Creative direction provided by AQUA and will be billed at \$155 per hour and will be considered for approval on a per project basis.**

**Any third party or OOP costs, as required, will be estimated by the Agency, and approved by Destination Panama City.**

Agenda Item 6 is a request from the City of Panama City. They are requesting Destination Panama City assistance in funding \$16,000 for Site 5 analysis as it relates to the Panama City Performing Arts and Events Center.

Please consider and see attached letter from Wilson Butler.

October 20, 2022 Revised November 14, 2022

Mr. Randall Plank  
City of Panama City  
501 Harrison Avenue  
Panama City, FL 32401

Regarding: **PANAMA CITY PERFORMING ARTS and EVENTS CENTER (PAEC)**  
Panama City, FL  
WBA Project No. 22117

Subject: **Additional Services Request No. 3**

Dear Randy,

At the request of the City of Panama City (COPC), and to conduct the due diligence of investigating the two highest rated sites for the Performing Arts and Events Center, the Wilson Butler Architects (WBA) Design Team has been asked to prepare an additional Site Study. The additional site under consideration for this investigation is identified as Site 5, and is bordered by West 5<sup>th</sup> and 6<sup>th</sup> Streets, Jenks Avenue and partially by Grace Avenue, behind City Hall and other buildings along Harrison Street.

This Additional Services Request (ASR) proposal is divided into three sections: Concept Design Study Assumptions, Design Team, Deliverables & Schedule, and Proposed Fees & Reimbursable Expenses.

#### **Concept Design Study Assumptions**

The purpose of this exercise is to investigate the potential and viability to locate the Performing Arts and Events Center (PAEC) on the downtown Site 5 and to determine if there are significant advantages with this location over the recommended Marina site (Site 1). To streamline this effort, the following represent factors that will be employed as part of the Conceptual Design Study on this alternate site:

- The architectural program and floor plan(s) developed and utilized for the Marina Site Conceptual Design will also be used for the Site 5 Study
- Operational functionality (i.e., equipment components and systems design) will remain unchanged
- Cost analysis will be limited to modification of the Marina Site Cost Estimate in response to the Site 5 site conditions only

#### **Design Team, Deliverables & Schedule**

With the below described deliverables and based upon the assumptions above, members of the Design Team included for this request for the Site 5 Study will include WBA and Venue Cost Consultants.

The Site 5 Study deliverables shall include a site plan utilizing the footprint/plan of the current conceptual design with accommodations for patron drop-off, limited on-site parking, loading/service access, etc. together with defined positive & negative attributes offered by Site 5. An adjusted Conceptual Cost Estimate reflective of the site-specific conditions and ramifications will also be included.

Also included as part of this ASR #3 and as requested by COPC, WBA will prepare five nighttime renders of the current Concept Design on the Marina Site (Delivered November 11, 2022). And prepare a presentation deck as requested by COPC describing potential utilization of Marina Site following the demolition of the existing Civic Center and before the beginning of construction of the PAEC.

It is anticipated that the timeframe required for the Design Team to prepare the Site 5 Study and corresponding associated costs is approximately two to four weeks from acceptance of this request and authorization to proceed.

**Proposed Fees & Reimbursable Expenses**

The Design Team fee for this additional study is \$26,000. Allocated as follows:

• WBA Fees for Civic Center Demo Study Plan & Deck	\$ 2,000.
• Venue Fees for Sitework Cost Revisions	\$ 6,000.
• WBA Fees for Site 5 Study, Site Plan & Deck	\$10,000.
• <u>WBA Fees for Site 1 Nighttime Renders (5)</u>	<u>\$ 8,000.</u>
<b>Total</b>	<b>\$26,000.</b>

These fees are structured as Not-To-Exceed without authorization and will be invoiced per the approved hourly rate schedules included in our current Agreement.

At this juncture, the Design Team assumes that presentation(s) of the Conceptual Design Study on Site 5 will be virtual, and no on-site meetings will be required. As such, we do not anticipate the need for reimbursable expenses. Should in-person meetings be requested, this ASR #3 will require revisions to accommodate additional time and expenses by members of the Design Team.

The entire WBA Design Team appreciates the opportunity to serve the City of Panama City and to guide your community towards a performing arts and events facility that will not only accommodate your needs today and in the future but will also be an integral catalyst for robust economic revitalization.

If in agreement, please provide an authorized signature and date in the spaces below, retain a copy for your records, and return a copy to me.

Thank you in advance and please let me know if you have any questions.

Sincerely,  
Wilson Butler Architects, Inc.



Paul Vaivoda, AIA, LEED AP BD+C, NCARB  
Principal

Cc: Mark McQueen; Nevin Zimmerman; Joy Masters; Ron Austin; Megan Dickerson; A.Scott Butler; Josh Stiling; Doreen Dube; file

City of Panama City FL, Accepted:

Authorized Signature	Printed	Date