

## 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 March, 2022, by and between the **City of Panama City** (“City”), whose address is 501 Harrison Avenue, Panama City, Florida 32401, and the **Panama City Community Development Council, Inc.** (“Destination Panama City”), whose address is 101 West Beach Drive, 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 eight (8) 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 April 1, 2022 and shall automatically renew on April 1st of each subsequent year unless earlier terminated as provided in this Agreement. The automatic renewals will be no more than four (4) one-year renewals.

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 sixty (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:  
  
To City:  
Mark McQueen, City Manager  
501 Harrison Avenue  
Panama City, FL 32401  
  
To Destination Panama City:  
Jennifer Vigil, President & CEO  
101 West Beach Drive  
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

\_\_\_\_\_  
Greg Brudnicki, Mayor

Acknowledged by:

\_\_\_\_\_  
Jan Smith, City Clerk-Treasurer

Approved as to Form:

\_\_\_\_\_  
Nevin J. Zimmerman, City of Panama City Attorney

PC\_CDC, Inc.

\_\_\_\_\_  
Jennifer Vigil, President & CEO

Acknowledged by:

\_\_\_\_\_  
Secretary

Approved as to Form:

\_\_\_\_\_  
Counsel for PC\_CDC, Inc.

## **EXHIBIT A**

### **Services & Fees**

#### **Management Services**

For the annual sum of \$13,500, which will be adjusted annually in accordance with the Consumer Price Index (CPI) that is used by the City for budget purposes, payable as invoiced by the City to Destination Panama City.

Further, the City will perform operational support services, benefits administration, information technology and accounting services pursuant to Generally Accepted Accounting Principles (GAAP) and pronouncements issued by the Governmental Accounting Standards Board (GASB).