

**RESOLUTION 16-33**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,  
FLORIDA, APPROVING AN AGREEMENT WITH BAY  
TOWN TROLLEY RELATED TO THE CITY'S \$35,338  
CONTRIBUTION AND CONDITIONS FOR THAT FUNDING.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and the Bay Town Trolley, relating to **the funding of trolley transportation services in the City**, in the basic amount of Thirty Five Thousand Three Hundred Thirty Eight Dollars (\$35,338) in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

**THIS RESOLUTION** shall be effective immediately upon passage.

**PASSED** in regular session this 14<sup>th</sup> day of January, 2016.

**CITY OF PANAMA CITY BEACH**

By:   
Gayle F. Oberst, Mayor

**ATTEST:**

  
Diane Fowler, City Clerk

AGREEMENT FOR SERVICES

THIS AGREEMENT made this 1<sup>st</sup> day of December, 2015 by and between the City of Panama City Beach, a body politic, (the "City"), and the Bay Town Trolley, a corporation not for profit, (the "nonprofit"), witnesseth:

WHEREAS, the nonprofit has requested funding for their services or activities from the City for the fiscal year 2015-2016 (October 1, 2015 to September 30, 2016), and

WHEREAS, the City has approved funding for the nonprofit for the subject to the conditions herein,

NOW, THEREFORE, IT IS AGREED:

1. The Amount set forth in the budget (\$35,338.00) of the City for the nonprofit will be paid to the nonprofit in four proportionate payments on or before November 15, February 15, May 15 and September 30.
2. The nonprofit must provide the City with a report on or before September 30 of each year detailing the number of residents that benefited from the services of the nonprofit and the source of funds for benefits provided before entitlement to the September 30 payment.
3. The nonprofit shall provide the City with any and all audits, reports and tax returns that reflect the income and expenditures of the nonprofit and the accomplishment of the nonprofit objectives, if a part thereof.
4. The funding provided cannot be used for management or personnel salaries and must be expended for services or benefits provided. The source management and personnel salaries must be disclosed to the City upon request.
5. The nonprofit agrees to an audit of its affairs by the City provided it is at the expense of the City at any time.
6. Should the nonprofit cease operation, the nonprofit shall repay any unused funds to the City.
7. The failure of the nonprofit to comply with the requirements hereof shall terminate this agreement and any funding obligations.

IN WITNESS WHEREOF, this Agreement has been executed by the City and the nonprofit this 1<sup>st</sup> day of December, 2015.

CITY OF PANAMA CITY BEACH, FLORIDA

\_\_\_\_\_  
Gayle Oberst, Mayor

Bay Town Trolley

  
\_\_\_\_\_  
Angela Bradley, Transit Systems Administrator

ATTEST:

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