City of
Panama City Beach

Council Chambers |
17007 Panama City Beach Pkwy |
Panama City Beach, FL 32413

CITY COUNCIL
REGULAR MEETING AGENDA
THURSDAY, OCTOBER 10, 2024
6:00 PM

A. CALL TO ORDER AND ROLL CALL

B. INVOCATION BY PASTOR RAMON DUVALL FROM THE BEACHSIDE FELLOWSHIP CHURCH

C. PLEDGE OF ALLEGIANCE LED BY VICE MAYOR MICHAEL JARMAN

D. COMMUNITY ANNOUNCEMENTS

D.1 Community Announcements
Item Memo
10.10.2024.Community Announcements.pdf

E. APPROVAL OF MEETING MINUTES

E.1 September 26, 2024 Regular Meeting Minutes
Item Memo
09.26.2024.Council Meeting Minutes.draft.pdf

F. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS

G. PRESENTATIONS

G.1 Police Department Accreditation
Item Memo

G.2 Achievement Award
Item Memo

H. PUBLIC COMMENTS ON THE CONSENT AGENDA AND/OR NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)

I. <u>CONSENT AGENDA</u>

I.1 **RESOLUTION NO. 25-01, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY'S CYBERSECURITY FRAMEWORK AS THE CYBERSECURITY STANDARD FOR THE CITY OF PANAMA CITY BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.**
Item Memo
Res 25-01.Adopting National Institute Standard Cybersecuirty Framework.pdf

I.2 **RESOLUTION NO. 25-02, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A VIRTRA 300 DE-ESCALATION**

SIMULATOR FROM VIRTRA, INC. IN THE TOTAL AMOUNT OF $247,355.72.
Item Memo
Res 25-02.Approving Virtra De-escalation Simulator.pdf
Exh A.Virtra De-escalation Simulator Agreement.signed by VirTa.pdf
PCB 24-35 OVERALL EVAL Demo Scoring Sheet - FINAL.pdf
PCB24-35.RFP.VirTra.pdf

I.3 **RESOLUTION NO. 25-03, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH GEORGE & ASSOCIATES, CONSULTING ENGINEERS, INC. FOR DESIGN SERVICES FOR THE LYNDELL CENTER PARKING LOT REHABILITATION PROJECT IN THE TOTAL AMOUNT OF $37,427.00 PLUS REIMBURSABLE EXPENSES.**
Item Memo
Res 25-03.George Assoc.Design Lyndell Parking Lot Rehab Task Order.pdf
Exh A.George Assoc.Task Order.NTP.Lyndell Parking Lot Rehab.signed.pdf
Scope of Services.LyndellParkingLotRehabProject.pdf
Lyndell Center Parking Lot Rehab Project Drawing.pdf

I.4 **RESOLUTION NO. 25-04, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO THE 26th ANNUAL VISIT PANAMA CITY BEACH IRONMAN FLORIDA EVENT; CONSENTING TO THE TEMPORARY CLOSURE OF PORTIONS OF FRONT BEACH ROAD AND THOMAS DRIVE ON SATURDAY, NOVEMBER 2, 2024, FOR THE EVENT AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE RESOLUTION.**
Item Memo
Res 25-04.Ironman Road Closures for Nov 2024.pdf
Ironman Road Closure Description.pdf

I.5 **RESOLUTION NO. 25-05, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE RENEWAL OF ANCILLARY INSURANCE COVERAGE AND SERVICES FROM HUMANA, INC., MINNESOTA LIFE, AND ALLSTATE INSURANCE COMPANY AS MORE PARTICULARY DESCRIBED IN THE BODY OF THE RESOLUTION AND AUTHORIZING ADDITIONAL RENEWALS UNDER THE SAME TERMS AND CONDITIONS.**
Item Memo
Res 25-05.Renewal of Ancillary Insurance Coverage and Services.pdf
Exhibit A .Proposed Ancillary Renewal Documents.pdf

I.6 **RESOLUTION NO. 25-06, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE RENEWAL OF STOP LOSS INSURANCE FROM ONE80 INTERMEDIARIES, INC. FOR AN ESTIMATED ANNUAL PREMIUM AMOUNT OF $938,612.00.**

Item Memo
Res 25-06.One80 Intermediaries.Renewal of Stop Loss Insurance.pdf
One80 Stop Loss Proposal 10.3.24.pdf

J. REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

J.1 **ORDINANCE NO. 1652, AMENDING THE CITY'S CODE RELATED TO PERMITTING IN PUBLIC RIGHTS-OF-WAY; SECOND READING / PUBLIC HEARING.**

Item Memo
Ord 1652.Amending Chapter 19-154.Permitting in ROW.2nd Reading.pdf

Ord 1652.Permitting in ROW.Business Impact Estimate.pdf
Notice Ord 1652 2nd Reading.pdf

J.2 **ORDINANCE NO. 1655, AMENDING CHAPTER 4 OF THE CITY'S CODE ESTABLISHING REQUIREMENTS FOR BEACH WEDDINGS AS SPECIAL EVENTS; FIRST READING / PUBLIC HEARING.**
Item Memo
Ord 1655.Amending Chapter 4.Establishing Requirements Weddings on Beach.1st Reading.pdf
Ord 1655.Business Impact Estimate.pdf

J.3 **DISCUSSION / ACTION ITEM, APPOINTMENT TO THE PLANNING BOARD.**
Item Memo
Planning Board Roster.10.02.2024.pdf
Stacia Greene.Planning Board Application.pdf
Ted Liberty.Planning Board Application.pdf
Grant Wittstruck.Planning Board Application.pdf

J.4 **DISCUSSION / ACTION ITEM, GOLF CART PARKING ON OLEANDER DRIVE.**
Item Memo

K. CITY MANAGER REPORT

L. CITY ATTORNEY REPORT

M. COUNCIL COMMENTS

N. ADJOURN

***** AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS **THE CITY OF PANAMA CITY BEACH COMMUNITY REDEVELOPMENT AGENCY** , JOINTLY AND CONCURRENTLY, AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY. ACTION ITEMS NOTED WITH AN ASTERICK.

****** AT EACH OF ITS REGULAR OR SPECIAL MEETINGS, THE CITY COUNCIL ALSO SITS, EX-OFFICIO, AS **THE LAW ENFORCEMENT TRUST BOARD**, JOINTLY AND CONCURRENTLY, AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY. ACTION ITEMS NOTED WITH TWO ASTERICKS.

PAUL CASTO	**X**	**PAUL CASTO**	**X**
MARY COBURN	**X**	**MARY COBURN**	**X**
MICHAEL JARMAN	**X**	**MICHAEL JARMAN**	**X**
ETHAN REGISTER	**X**	**ETHAN REGISTER**	**X**
STUART TETTEMER	**X**	**STUART TETTEMER**	**X**
I certify that the Council members listed above have been contacted and given the opportunity to include items on this agenda.		I certify that the Council members listed above have been contacted and given the opportunity to include items on this agenda.	
/s/ City Clerk	**Date**	**/s/ City Clerk**	**Date**

The Agenda Packet is posted on the City's website at WWW.PCBFL.GOV by close of business on the Friday before the meeting. City Council meetings are live streamed on the City's website WWW.PCBFL.GOV and City Facebook page "PANAMA CITY BEACH-GOVERNMENT". One or more members of other City Boards may appear and speak at this meeting. If a person decides to appeal any decision made by the City Council with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and for this purpose, such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. Sec. 286.0105, FS (2020).

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lynne Fasone, City Council	***2. MEETING DATE:*** October 10, 2024
3. REQUESTED MOTION/ACTION: Report community events / announcements within the City of PCB.	
4. AGENDA: COMMUNITY ANNOUNCEMENTS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A Is Business Impact Statement Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Quality of Life N/A N/A
7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED? Report community events / announcements within the City of PCB.	
10.10.2024.Community Announcements.pdf	

City of
Panama City Beach

17007 PCB Parkway
PCB, FL 32413
www.pcbfl.gov

Community Announcements
for the
October 10, 2024
City Council Regular Meeting

Date	Event	Location
October 11 thru 13	**Pirates & Renaissance Festival**	Aaron Bessant Park
October 12 & 13	**USA Softball Tournament**	Frank Brown Park
October 18 & 19	**USSSA Fastpitch Tournament**	Frank Brown Park
October 18 thru 20	**OctoberFest**	Aaron Bessant Park
October 19	**Paws in the Park**	Frank Brown Park
October 23 thru 26	**Thunder Beach Autumn Rally**	Festival Site
Thursday, October 24 9:00 AM	**Next City Council Meeting**	City Hall

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lynne Fasone, City Council	***2. MEETING DATE:*** October 10, 2024

3. REQUESTED MOTION/ACTION:

Review and approve City Council's September 26, 2024 regular meeting minutes.

4. AGENDA: APPROVAL OF MEETING MINUTES	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A Is Business Impact Statement Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY:

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Per the City Charter and Florida Statutes, the City Clerk shall prepare meeting minutes for each City Council meeting.

09.26.2024.Council Meeting Minutes.draft.pdf

City of
Panama City Beach

PCB City Hall
17007 PCB Parkway
PCB, FL 32413
P: (850) 233-5100
F: (850) 233-5108
www.pcbfl.gov

DRAFT

MINUTES of the **September 26, 2024** Regular Meeting of the City Council of the City of Panama City Beach, Florida, and when permitted or required by the subject matter, the Panama City Beach Community Redevelopment Agency.

State of Florida Executive Order 24-111 and City Emergency Order No. 24-01 in place due to Hurricane Helene.

Mayor Stuart Tettemer called the September 26, 2024 regular meeting to order at 9:00 a.m.

ROLL CALL

COUNCILMAN PAUL CASTO
COUNCILMEMBER MARY COBURN
COUNCILMAN ETHAN REGISTER
VICE MAYOR MICHAEL JARMAN
MAYOR STUART TETTEMER

A quorum was present with all five members of City Council. Others present were City Manager Drew Whitman, City Attorney Cole Davis, City Clerk Lynne Fasone, Chief of Police Eusebio Talamantez, staff members and members of the public.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Ramon Duvall with Beachside Fellowship Church led the invocation. Councilman Ethan Register led the Pledge of Allegiance.

COMMUNITY ANNOUNCEMENTS

Mayor Tettemer noted, in the interest of time, community announcements were posted online, and printed copies were in the back of the room.

APPROVAL OF MEETING MINUTES

Mayor Tettemer called for approval of the September 12, 2024 meeting minutes. Hearing and seeing no comments, **Vice Mayor Jarman moved to approve the minutes. Councilman Register seconded the motion. All were unanimously in favor of approval of the September 12th meeting minutes by a (5-0) roll call vote.**

Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Mayor Tettemer	Aye

APPROVAL OF AGENDA

Mayor Tettemer called for approval, additions and/or deletions to the agenda. City Manager Whitman recommended moving **Employee Presentations** scheduled for today to the second meeting in October (10/24/2024).

Mayor Tettemer called for additional changes. Hearing and seeing none, **Vice Mayor Jarman moved to approve the agenda as amended. Councilman Casto seconded the motion. All were unanimously in favor of approval of the amended agenda by a (5-0) roll call vote.**

Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Mayor Tettemer	Aye

UPDATE ON HURRICAN HELENE

Mayor Tettemer asked City Manager Whitman for an update on the storm. Manager Whitman thanked the City's department heads and staff for their assistance with getting the city ready. Manager Whitman explained he and staff had been preparing for the storm for over a week. Manager Whitman further reported on the City's readiness, including the Police Department, Fire Department, and Utilities Department, lowering Lullwater Lake, and clearing out the outfalls. Manager Whitman noted the storm appeared to be tracking to the east and would hit somewhere in the big bend area. Manager Whitman offered thoughts and prayers to our neighbors to the east and added that the City could send resources to help out when it was safe to do so. Manager Whitman reported on the expected wind gusts. Manager Whitman noted he was very proud of department heads and staff and the teams were ready.

Mayor Tettemer thanked Manager Whitman and invited Council comments. Councilman Register thanked Manager Whitman for being a great leader.

PUBLIC COMMENTS - NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)

Mayor Tettemer invited public comment. Hearing and seeing none, Mayor Tettemer closed that public comment period.

CONSENT AGENDA

Mayor Tettemer asked Clerk Fasone to read the Consent Agenda.

RESOLUTION NO. 24-180, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF FIREFIGHTER TURNOUT GEAR FOR THE FIRE DEPARTMENT FROM NORTH AMERICAN FIRE EQUIPMENT COMPANY AS AUTHORIZED DISTRIBUTOR FOR LION IN THE AMOUNT OF $38,258.00; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE OREGON LEAGUE OF CITIES CONTRACT GOVERNING THAT PURCHASE.

RESOLUTION NO. 24-181, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE LEASE OF THIRTEEN MULTIFUNCTIONAL COPIER MACHINES FROM RJ YOUNG COMPANY INCLUDING ROUTINE MAINTENANCE AND SERVICE IN THE BASIC ANNUAL AMOUNT OF ONE THOUSAND, FIVE HUNDRED TWENTY-EIGHT DOLLARS AND SEVENTY-SEVEN CENTS PLUS ADDITIONAL CHARGES AS PROVIDED IN THE BODY OF THE AGREEMENT.

RESOLUTION NO. 24-182, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, DESIGNATING THE USE OF AMERICAN RESCUE PLAN ACT FUNDS FOR THE FIRE STATION 31 REPLACEMENT PROJECT.

RESOLUTION NO. 24-183, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RENEWING ALL PERILS PROPERTY, GENERAL, PROFESSIONAL, AND CYBER LIABILITY, WORKERS COMPENSATION, AND AUTOMOBILE INSURANCE FROM FLORIDA LEAGUE OF CITIES, INC. FOR A COMBINED ANNUAL PREMIUM AMOUNT NOT TO EXCEED $2,694,939.00.

DRAFT

RESOLUTION NO. 24-184, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN ENGAGEMENT WITH CARR, RIGGS & INGRAM, LLC FOR PROFESSIONAL AUDITING SERVICES FOR AN INITIAL ANNUAL FEE NOT TO EXCEED $102,000.00.

ACTION BY MOTION, CONTINUATION OF MANDATORY SICK LEAVE PAYOUT PROGRAM.

Mayor Tettemer noted the Consent Agenda was available to Council. **Councilman Casto moved to approve the Consent Agenda. Councilmember Coburn seconded the motion. All were unanimously in favor of approval of the Consent Agenda by a (5-0) roll call vote.**

Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Councilmember Coburn	Aye
Mayor Tettemer	Aye

CITY MANAGER REPORT – Manager Whitman thanked the men and women who would be working in the storm tonight and noted he had assigned Assistant City Manager White representatives from the Police and Fire Departments to the EOC under they stand down. Manager Whitman thanked Legal for helping draft the Emergency Order.

CITY ATTORNEY REPORT – No report.

COUNCIL COMMENTS – Mayor Tettemer called for comments from Council.

Councilman Casto thanked all of the city employees for preparing the City for the storm and thanked the employees who would be out in the storm keeping us safe this evening.

Councilman Register noted the City was blessed to have such a great team, and he was thankful for the leadership of Council and the City Manager.

Councilmember Coburn noted, in the essence of saving a little time this morning, she echoed all of the sentiments and was extremely grateful for all the work going into preparing for the storm.

Vice Mayor Jarman noted there were a lot of unsung heroes during these times and he appreciated and recognized their work and expertise to keep the City safe. Vice Mayor Jarman thanked Holly and the Police and Fire representatives at the EOC. Vice Mayor Jarman asked residents to stay safe and prepare accordingly.

Mayor Tettemer echoed those comments and recommended residents hunker down, do not go sightseeing, stay tuned to local news and sign-up at AlertBay.org to receive emergency updates.

With nothing further, Mayor Tettemer adjourned the meeting by unanimous consent at 9:11 a.m.

READ AND APPROVED this _____ day of October, 2024.

CITY OF PANAMA CITY BEACH, FLORIDA

_____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, MMC, City Clerk

***** ACTION ITEMS NOTED WITH AN ASTERISK ARE TAKEN BOTH BY THE CITY COUNCIL AND THE PANAMA CITY BEACH REDEVELOPMENT AGENCY JOINTLY AND CONCURRENTLY. IN THE EVENT OF A CONFLICT BETWEEN THE FOREGOING MINUTES AND A VERBATIM TRANSCRIPT OF THESE MINUTES, THE FOREGOING MINUTES SHALL CONTROL.

DRAFT

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: John Deegins, Police	***2. MEETING DATE:*** October 10, 2024

3. REQUESTED MOTION/ACTION:

Recognition of accomplishment.

4. AGENDA: PRESENTATIONS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A Is Business Impact Statement Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Public Safety Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The Police Department received its first Accreditation Certification from the Florida Law Enforcement Accreditation Commission (FLA-PAC) on October 3rd, 2024.

The Florida Law Enforcement Accreditation Commission (FLA-PAC) sets professional standards for law enforcement agencies across the state. Achieving FLA-PAC accreditation means the police department is recognized for its adherence to best practices and its commitment to maintaining high levels of professionalism and accountability. To earn this certification, the police department underwent a formal assessment from August 13th to August 15th. During this time, a team of assessors reviewed the department's policies, examined operational procedures, inspected facilities, and interviewed staff to ensure all standards were met.

Being an accredited agency brings several benefits. It enhances public trust by ensuring transparency and accountability, improves operational efficiency by following proven practices, and reduces liability risks by demonstrating compliance with recognized standards.

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lynne Fasone, City Council	***2. MEETING DATE:*** October 10, 2024
3. REQUESTED MOTION/ACTION: Recognition of accomplishment.	
4. AGENDA: PRESENTATIONS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A Is Business Impact Statement Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Quality of Life
7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?	

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Webb Warren, Information Technology	October 10, 2024

3. REQUESTED MOTION/ACTION:

Review and approve Resolution No. 25-01.

4. AGENDA:

CONSENT AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A
Is Business Impact Statement Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety
Financial Health

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

To comply with Florida Statute 282.3185, Local Government Cybersecurity, the City of Panama City Beach is adopting the National Institute of Standards and Technology's (NIST) Cybersecurity Framework (CSF). The Florida Statutes call for each unit of local government to adopt a "generally accepted" cybersecurity standard. The CSF has been developed by NIST to provide a structured and organized set of guidelines that organizations can use to assess and strengthen their cybersecurity posture.

The Information Technology Department has chosen NIST's cybersecurity standard based on its risk-based approach to identification, protection, detection, response, and recovery, and has committed to annual risk assessments evaluating the maturity of the City's cybersecurity policy and identifying areas in which the City may strengthen its cybersecurity posture.

Following the adoption of NIST's CSF as the City of Panama City Beach's cybersecurity standard, the City will comply with Florida Statute Section 282.3185(4)(d) by notifying the Florida Digital Service (FLDS).

Staff recommends approval.

Res 25-01.Adopting National Institute Standard Cybersecuirty Framework.pdf

RESOLUTION NO. 25-01

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY'S CYBERSECURITY FRAMEWORK AS THE CYBERSECURITY STANDARD FOR THE CITY OF PANAMA CITY BEACH, FLORIDA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 282.3185, the "Local Government Cybersecurity Act," establishes cybersecurity requirements for county and municipal governments; and

WHEREAS, Florida Statute 282.3185 (4) states, "Each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework;" and

WHEREAS, Florida Statute 282.3185 (4) requires municipalities with a population of 25,000 or less to adopt a cybersecurity standard by January 1, 2025; and

WHEREAS, the Information Technology Department of the City of Panama City Beach, Florida, has selected the National Institute of Standards and Technology's Cybersecurity Framework as a baseline cybersecurity standard to which all cybersecurity policies of the City of Panama City Beach, Florida, will adhere.

NOW, THEREFORE, **BE IT RESOLVED** by the City Council of the City of Panama City Beach, Florida, that:

1. The National Institute of Standards and Technology's Cybersecurity Framework shall be the guiding cybersecurity standard for all cybersecurity policies adopted by the City of Panama City Beach, Florida, and the Information Technology Department.

2. The City of Panama City Beach, Florida, and the Information Technology Department may further use any standards, guidelines, and best practices from within any generally accepted cybersecurity standard to establish cybersecurity policies for the City of Panama City Beach, providing all such policies are as stringent or more stringent than those provided by the National Institute of Standards and Technology's Cybersecurity Framework.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this_____day of October, 2024.

CITY OF PANAMA CITY BEACH, FL

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
John Deegins, Police	October 10, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends approval to purchase the VirTra 300 De-Escalation Simulator for the Police Department utilizing previously awarded grant funding for the purchase.

4. AGENDA:

CONSENT AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes

Detailed Budget Amendment Attached: N/A
Is Business Impact Statement Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety
Financial Health
N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

Staff requests approval to purchase a VirTra 300 De-Escalation Simulator in the total amount of $247,355.72. The City advertised a request for proposal on July 2, 2024, with responses due on August 2, 2024 (PCB24-35 RFP). A committee was established to evaluate all proposals, and VirTra, Inc. was determined to be the most beneficial product for the Police Department. The Department will use the VirTra 300 De-Escalation Simulator to enhance training of our law enforcement officers. The simulator uses 300-degree video, allowing officers to experience a wide range of situations, to practice making quick, safe decisions, and to utilize de-escalation techniques. Better trained officers will improve public safety and build trust with residents.

This expenditure qualifies for full reimbursement through the Community Oriented Policing Services Grant, administered by the United States Department of Justice, the award of which was accepted by the Council via Resolution No. 24-37 at its November 9, 2023 meeting.

Staff recommends approval.

Res 25-02.Approving Virtra De-escalation Simulator.pdf
Exh A.Virtra De-escalation Simulator Agreement.signed by VirTa.pdf
PCB 24-35 OVERALL EVAL Demo Scoring Sheet - FINAL.pdf
PCB24-35.RFP.VirTra.pdf

RESOLUTION NO. 25-02

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A VIRTRA 300 DE-ESCALATION SIMULATOR FROM VIRTRA, INC. IN THE TOTAL AMOUNT OF $247,355.72.

BE IT RESOLVED by the City Council of the City of Panama City Beach 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 VirTra, Inc. for the purchase of a VirTra 300 De-escalation Simulator in the total amount of Two Hundred Forty-Seven Thousand Three Hundred Fifty-Five Dollars and Seventy-Two Cents ($247,355.72) in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of October, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

AGREEMENT WITH VIRTRA

The City of Panama City Beach's (hereinafter the "City") purchase of a De-Escalation Training Simulator with associated hardware, software, maintenance and training with Seller, **ViTra**, (collectively referred to herein as "Vendor") shall be upon the terms and conditions set forth herein and documents attached hereto as Exhibits A, B, and C. To the extent of any conflict with provisions in the Vendor's standard terms and conditions as set forth in Exhibits B and C, the provisions in this Agreement and Exhibit A will prevail. Collectively, this Agreement, including other terms or documents or information incorporated by reference, and Exhibits A, B and C shall be referred to as "this Contract".

1. **SCOPE OF SERVICES.** Vendor shall provide hardware, software, and support and maintenance that are, at a minimum, consistent and in compliance with the Scope of Services attached hereto as Exhibit A and included in the City's PCB24-35 RFP De-Escalation Training Simulator. Vendor further agrees to comply with all terms and conditions set forth in the City's Standard Terms and Conditions included in the City's PCB24-35 RFP De-Escalation Training Simulator, which terms are expressly incorporated herein and shall be construed as being included in Exhibit A. If Vendor's terms attached as Exhibit B and C deliver terms or services above and beyond those required by Exhibit A, Vendor's terms shall control. If Vendor's terms provide support or services less favorable to the City, Exhibit A shall control.

2. **PAYMENT.** The City is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by the City shall be made in compliance with said Act. Vendor agrees to invoice the City no later than sixty (60) calendar days after the completion of the corresponding payment condition set forth in the agreement. The City will not be obligated to make payment against any invoices submitted after such period. Payment shall not constitute acceptance. Original invoices shall be submitted and shall include: purchase agreement number from the Purchase Order, purchase order number, line item number, Order number, part number, complete bill to address, description of Software and Services, quantities, unit price, extended totals, and any applicable taxes or other charges. For payment, VENDOR must render original invoice to the City of Panama City Beach, Finance Department, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

3. **NON-APPROPRIATION.** All funds for payment by the City under this Contract are subject to the availability of an annual appropriation for this purpose by the Panama City Beach City Council. In the event of non-appropriation of funds by the Panama City Beach City Council for the goods and/or services provided under this Contract, the City will terminate this Contract, without termination charge or other liability, or other cost or expense on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods and/or services covered by this Contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Contract, Vendor on thirty (30) days prior written notice shall accept cancellation, but failure to give such notice shall be of no effect and The City shall not be obligated under this Contract beyond the date of termination.

4. **TERMINATION.** All provisions in this Contract providing for payment by the City as liquidated damages or as a cancellation fee or based upon acceleration of fees, if any, are hereby deleted. All provisions that provide a security interest in property being purchased or owned by the City, if any, are hereby deleted. All provisions that authorize the Vendor to repossess property or take action outside of court proceedings in response to the City's breach of contract, if any, are hereby deleted.

5. **LIABILITY.** All provisions that require the City to assume liability or to indemnify, defend or hold harmless are hereby deleted. The City does not intend to alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, §768.28, Fla. Stat. or otherwise provided. Neither party shall be liable for any indirect, consequential,

exemplary, special, incidental, reliance or punitive damages (including lost business, revenue, profits or goodwill) arising in connection with this Contract.

6. **DISPUTES**. All provisions requiring mandatory alternative dispute resolutions (including but not limited to arbitration or mediation) are hereby deleted. This Contract is to be construed and interpreted according to the laws of the State of Florida and all legal proceedings shall be filed in Bay County, Florida. The statute of limitations set forth in the Laws of Florida shall apply. Each party shall bear its own attorneys' fees and costs.

7. **NOTICE**. In the event of breach or termination, in addition to notice provisions set forth in this Contract, a copy of notice to the City shall be provided to the City Manager, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

8. **ASSIGNMENT**. Vendor may neither assign nor factor any rights in nor delegate any obligations under this Contract or any portion thereof without the written consent of the City.

9. **ACCESSIBILITY**. Any information, records, data or documentation provided by the Vendor that is made available to the city or to the public shall be provided in a format compliant with ADA accessibility standards. For purposes of this requirement, ADA accessibility standards shall mean the world wide web consortium (w3c) wcag 2.1 AA accessibility guidelines.

10. **ENDORSEMENT**. All provisions that allow another to use the City's name in any advertising, endorsement or promotion are hereby deleted.

11. **ELECTRONIC SIGNATURES**. Unless waived by the City, this Contract shall not be executed via electronic signatures.

12. **PUBLIC RECORDS**. VENDOR understands and agrees that The City is a public entity subject to the Florida Public Records Law. All confidentiality provisions set forth in the contract are subject to disclosure pursuant to the Florida Public Records Law. VENDOR agrees to retain public records, and upon request by The City provide to The City those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat.. A request to inspect or copy public records relating to this Contract for Services must be made directly to the City and VENDOR shall not release a public record in response to a request arising from anyone other than the City. To the extent VENDOR is "acting on behalf of the City" VENDOR shall be subject to the following provisions:

(i) As required by §119.0701, Fla. Stat., VENDOR shall (1) Keep and maintain public records required by the City to perform the Services; (2) Upon request from the City, provide the City 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 by law; (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the VENDOR does not transfer the records to the City; (4) Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the VENDOR or keep and maintain public records required by the City to perform the Service. If the VENDOR transfers all public records to the City upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the contract, the VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(ii) The VENDOR who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Contract by VENDOR. In the event of such breach, in addition to all other remedies available, VENDOR shall pay to The City all incidental and consequential damages arising from such breach, including

attorneys' fees and costs incurred by the City in defending a public records action as well as those assessed against the City in such public records action.

(iii) The term "public record" as used in this section includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance and in connection with the transaction of official business by or on behalf of the City. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the City's City Attorney's Office or the City Clerk's Office; provided that the VENDOR hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by VENDOR.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS: City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32901, Telephone: 850.233.5100, Email: cityclerk@pcbfl.gov.

13. **E-VERIFY.** The Vendor understands that contracts with the City are subject to Florida Statutes, §448.095(2) and the Vendor agrees to comply with the requirements of said statute. The Vendor shall register with the E-Verify system operated by the United States Department of Homeland Security and shall verify through the E-Verify system the employment eligibility of persons providing labor, supplies or services in exchange for salary, wages or other remuneration as required by §448.095(2), Fla. Stat. Notwithstanding anything to the contrary in this contract, the City reserves the right to terminate this contract in accordance with §448.095(2), Fla. Stat.

IN WITNESS WHEREOF, the parties set forth above have set their hand and seal.

The City:

The City of Panama City Beach, a Florida municipal corporation

By:_____
Drew Whitman
As City Manager

Date:_____

ATTEST:

_____
Lynne Fasone, City Clerk

SELLER, ViTra.:

_____
Alanna Boudreau (Oct 2, 2024 10:36 EDT)

By: _____
Name: _____
As Authorized Agent

CFO

Date:_____

Note: correct spelling is VirTra

SCOPE OF SERVICES

The City of Panama City Beach is seeking qualified providers to submit proposals that demonstrate a thorough understanding of law enforcement training needs and innovative approaches to virtual reality simulation. Officers are required to hone their skills to better evaluate situations, slow the situation, and de-escalate incidents whenever possible. Instant decision-making skills are imperative, especially for the first officer to arrive on scene. Cutting-edge training aids in the successful conclusion of these encounters.

MINIMUM QUALIFICATIONS

A. Proposer must have a successful track record of providing similar products and services.
B. Proposer must be the manufacturer or authorized distributor of the system being proposed.
C. Proposer must complete all required proposal documents.

SYSTEM SPECIFICATIONS

Proposals should outline the capabilities of the proposed system, including scenario customization options and interactive features. Additional information should be provided pertaining to the Proposer's customer service and technical support.

The training simulator shall provide law enforcement virtual reality scenarios (100 scenarios at a minimum) such as, but not limited to:

- Domestic Violence
- Active Shooter
- Use of Force
- Public Disturbances
- Emotionally Disturbed Persons, Suicidal Suspect, and Mental Illness
- Customer Service, Community Service, and a Duty to Intervene

Specifications include but are not limited to:

1. Yearly vendor updates of training scenarios.
2. Reality based scenarios should have the ability to be built or changed by the instructor before and during training sessions.
3. An expansive character database (suspects/hostages/innocents)
4. The ability to support up to three (3) or four (4) users simultaneously.
5. Provide a 300-degree environment surrounding trainees/officers.
6. Multidirectional audio and seamless real video.
7. Simulator should be configurable to fit in various spaces.
8. Operating system should include battery backup and complete audio/projection equipment for a turnkey operation.
9. Wireless weapons/tool platforms with reality recoil effects to simulate the use of: Pepper Spray, Tasers, Flashlights, Glock 45 pistols (with or without optics), AR-15/M4 (with or without optics).
10. Simulator must include a return fire device.

Exhibit A

11. One year warranty shall be included in the purchase price. Proposer should provide pricing to extend the warranty on a yearly basis. Warranty shall run concurrent with software/scenario updates/renewal.

TRAINING

Proposer shall provide an initial training class on the use and operation of the simulator; proposal should also outline the costs (if any) for additional training classes if requested. Date and time of training to be coordinated between the City and successful Proposer.

TERMS

1. Proposals shall be valid for ninety (90) days from the date of opening.
2. The successful Vendor, with approval from City Council, will enter into a contract with the City of Panama City Beach.
3. The initial contract term shall be one (1) year from date of installation, and by mutual agreement between the City and the awardee, be renewable for four (4) additional one (1) year periods upon satisfactory performance by the Vendor unless otherwise earlier terminated.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

Panama City Beach PD

Exhibit B

VirTra

295 E. Corporate Pl, Chandler, AZ 85225 USA | TOLL FREE: 800.455.8746 PH: 480.968.1488 FAX: 480.968.1448 | WWW.VIRTRA.COM

Account Name	Panama City Beach Police Department	CustID	0623-02031
Contact Name	Jason Jones	Created Date	8/1/2024
Phone	8502498031	Quote Number	00009526
Email	jason.jones@pcbfl.gov	Expiration Date	10/31/2024
Ship To Name	Panama City Beach Police Department	Prepared By	Tom Cameron
		Phone	(480) 968-1488
		Email	tcameron@virtra.com

Notes: 85-8012646361C-4. Customer is TAX-EXEMPT.

Product	Product SKU	Product Code	Product Description	Sales Price	Quantity	Total Price
VirTra Virtual Interactive Coursework and Training Academy™	7001000	V-VICTA-01	VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current Service or Subscription plan.	$0.00	1.00	$0.00
VirTra 300 LE (w/ 1 year warranty)	1300000	V-300LE-1	VirTra Systems 300 LE-1 simulator uses five interconnected screens to create fully immersive active engagements in a 300 degree environment surrounding the trainees. Multi-directional audio and seamless real video create an environment and situation that will challenge trainees. Comes with LE content library, computer rack, UPS backup, and audio/projection equipment. System is configurable to fit in a variety of spaces (within minimum requirements). One year warranty and support services included.	$160,292.53	1.00	$160,292.53
VirTra V-300® Borderless Projection Screen-FP	1300050	VHU-BS-300-FP	Eliminates the 5 inch black border between screens to increase immersion on VirTra V-300® systems. Front Project Black Backed Screens.	$11,530.39	1.00	$11,530.39
VirTra V-300® Installation/Training	8000300	V-300-INSTL	VirTra Installation and Training for one (1) V-300® System. Includes all travel and expenses in the CONUS.	$7,643.13	1.00	$7,643.13
VirTra Tetherless-Glock 45	4004501	V-G45-KIT-1	Glock 45 Tetherless laser recoil kit with proprietary True-Fire™ technology to eliminate false-fire and double-shots during simulation training. Includes one G17 standard magazine. (All recoil kits convert real firearms which must be supplied by the customer).	$5,571.44	2.00	$11,142.88
VirTra						

Tetherless-Glock 17-Adapter Plate	4001710	V-G17-SM-AP	Adapter plate for the V-G17 (Requires VirTra refill station).	$585.97	1.00	$585.97
VirTra Tetherless M4 AR15 M16 Kit	4010400	V-M4-KIT-1	M4 AR15 M16 Tetherless laser recoil kit. Includes one standard magazine. Includes one micro USB charger. (All recoil kits convert real firearms which must be supplied by the customer).	$6,072.93	1.00	$6,072.93
VirTra M4 SM and ASM Adapter Plate	4010407	V-M4-SM/ASM-AP	Adapter plate for the V-M4-SM and V-M4-ASM (Requires VirTra refill station).	$585.97	1.00	$585.97
OC Canister-MK3	5000501	V-OCC-MK3	Laser-based MK3 model OC training device.	$2,614.76	1.00	$2,614.76
TASER® 7 Simulation Cartridge Package D	5000556	V-T7-3.5/3.5	TASER 7® simulation cartridge package D: Simulates two (2) stand off (3.5 deg.) probe spreads for TASER 7 deployments in VirTra simulations. Operates in live, customer supplied TASER 7 device. Includes one USB charging cable.	$3,954.31	2.00	$7,908.62
Handheld Flashlight-G2X	5000201	V-FLT-G2X	G2X laser-based handheld flashlight.	$1,009.70	2.00	$2,019.40
V-Threat-Fire®	5000610	V-TF	VirTra's patented V-Threat-Fire® return-fire simulator device. Attaches via integrated belt clip to deliver a safe and adjustable electrical impulse or vibration to trainee. Enhances realism and simulates physical threats during VirTra Training. No eye protection required. Requires wireless station, included. Requires VOS 5.0.36 or higher to integrate.	$4,406.69	1.00	$4,406.69
Refill Station	5000750	V-RFS	Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty. Includes travel case.	$5,368.96	1.00	$5,368.96
Service Plan - V-300® - Annual	8000821	SP-V300-A	Additional year annual service agreement to include telephone support, remote assistance, labor, Screens, Projectors, Cameras, Computers, Truss System, Cabling, Accessories (refill stations, magazines, recoil kits, non-guns, and V-Threat-Fire®), travel, Minor build software upgrades and hot-fixes included i.e., VOS 5.x , Security patches, security upgrades included , and 2-day shipping. Annual service and maintenance visit from a VirTra technician upon request. Includes all travel and expenses in CONUS. [Payment due in full upon receipt of order acceptance, no cancellations as this is a subscription plan.]	$25,683.49	1.00	$25,683.49

Total Price	$245,855.72
S&H	$1,500.00
Grand Total	$247,355.72

Sales Terms and Conditions for Direct Sales to End Users/Buyer

1. Precedence. This Sales Terms and Conditions for Direct Sales to End Users/Buyers "Agreement" applies to Buyer's purchase of Goods and Services, as defined below, when purchased directly from VirTra "Seller". Any purchase of Goods and Services sold by Seller is expressly subject to and conditioned upon the terms and conditions set forth herein. By accepting delivery of the Goods and Services, Buyer accepts and is bound by this Agreement. Any different or conflicting additional terms set forth by, whether in Buyer's purchase order or another communication, are expressly rejected and will not be binding on Seller unless agreed to in writing by an authorized officer of Seller. Now therefore, for good and valuable consideration the receipt and

sufficiency of which is hereby acknowledged by the parties, the parties agree as follows.

2. Definitions: The following capitalized words shall mean: "End Users/Buyer" means the organization or person who buys Seller's Goods and Services. "Goods and Services" means without limitation, the articles, products, accessories, and services to be supplied to Buyer by Seller. "Technology and Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how, software, firmware, hardware, systems, components, or assemblies. "Seller" means VirTra, Inc., located at 295 E. Corporate Place, Chandler, AZ 85225, USA.

3. All Sales Final. All sales are final, and no returns, refunds or exchanges of the Goods and Services are allowed, except as provided by state or federal law, and, to the returns, refunds or exchanges are required by law, must be preapproved by Seller's Return Merchandise Authorization (RMA) form.

4. Restocking Fees. In Seller's sole discretion, all returns, refunds, or exchanges may be charged a restocking fee of up to 15% of the purchase price paid, plus any applicable shipping and sales tax, unless the returned product is defective, or the return is a direct result of Seller's error.

5. Payment Terms. Terms of payment are within Seller's sole discretion and, unless otherwise agreed to by Seller in writing, 50% deposit payment must be received prior to Seller's acceptance of an order with the remaining 50% balance due upon shipping. Payment for Goods and Services will be made in United States currency ($US Dollar) by a preapproved payment method. Credit card payment terms must be preapproved by Seller's Finance Department and if approved, invoices are due and payable within the time period noted on invoices, measured from the date of the invoice. An additional 3% fee will be charged to cover processing costs. Seller may at its sole discretion invoice parts of an order separately. No discounts shall be given for early payments.

6. Suspension or Cancelation: Seller may suspend or cancel Buyer's order for any failure by Buyer to comply with agreed upon payment terms. Seller is not responsible for pricing, typographical, or other errors in any offer by Seller and reserves the right to cancel any orders resulting from such errors.

7. Late Payments. Interest and late payment fees may be calculated from the day after the payment's stated due date through the date payment is received in full, at the maximum legal allowable interest rate in effect on the applicable dates.

8. Taxes. Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of Buyer, and Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect, regardless of the tax amount being excluded from Seller's quotes or Buyer's Purchase Orders.

9. Tax Exemption. If Buyer requests tax exempt status, then Buyer must provide Seller with a correct, valid, and signed tax exemption certificate applicable to the specific Goods and Services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of Buyer to pay all required taxes. Additionally, it will be Buyer's responsibility to obtain any tax refunds permitted if Seller has collected and remitted taxes to a taxing authority.

10. Shipping, Title, Risk of Loss. Shipping and handling costs will be added to all invoices unless otherwise expressly indicated and agreed to in writing at the time of sale. Seller reserves the right to make partial shipments unless specifically stated otherwise on Buyer's signed Pro Forma Invoice or purchase order and such shipping terms are pre-approved by Seller in writing. Products may ship from multiple locations following the rules of the International Commercial Terms (Incoterms) as published by the International Chamber of Commerce (ICC). Title and risk of loss passes from Seller to Buyer FOB Origin domestic or Free Carrier (FCA) international upon Seller's delivery to the named place of delivery, cleared for export, as mutually agreed by both buyer and seller. Once seller is deemed to have delivered goods to the named place of delivery, the buyer is responsible for both unloading the goods and loading them onto their own carrier. Seller shall invoice upon shipping. Any loss or damage that occurs after seller's delivery is Buyer's responsibility. Buyer must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only.

11. Excusable Delays. Seller will use commercially reasonable efforts to deliver all products ordered as agreed or as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of Seller, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, Seller has the right, in its sole discretion and upon oral or written notice to Buyer, to delay or terminate the delivery.

12. Not for Resale or Export. Buyer represents and warrants that they are buying Seller's products for the specified end user, and Buyer will not resale or export Seller's products to a country other than the country listed as the Buyer's shipping destination. The shipment of certain Seller products outside of the United States of America (USA) is restricted by US federal law and neither Seller's products nor the technology can be exported out of the US without Seller's prior written approval. In addition, certain Seller Products require a validated export/import license (DSP 5, 61, or 73) prior to shipment to certain countries. If required, Buyer agrees to submit the required paperwork to Seller to process an application to obtain the required import/export license(s) from the US State Department. Seller cannot guarantee US State Department approval and has the right to cancel any item(s) not approved for import/export by the US State Department.

13. Regulations and Restrictions. Buyer agrees to comply with all applicable laws, codes and license requirements, and

LIMITATION & EXCLUSIONS

The following terms and conditions govern the sale of this service contract between VirTra Inc. ("VirTra") and the original purchaser of the product ("Customer") in the continental United States. By purchasing, Customer agrees to be bound by and accepts these terms and conditions identifying how VirTra will support the VirTra Inc.(s) ("Equipment"). This agreement may not be canceled and Customer will not receive a refund of any amount paid hereunder. This warranty will be effective for a span of one (1) calendar year from the date of installation and acceptance of Equipment by Customer. Customer may purchase an additional warranty to extend beyond the first year coverage period. Additional warranties are available in calendar years based upon the original date of installation. Warranty is only valid for equipment installed within the 48 continental United States.

1.0 VirTra Obligations. VirTra's basic obligation shall be to ensure Equipment remains free from defects in materials and workmanship. VirTra will provide a Service Manager available with telephone support that can be contacted (for hardware or software issues). VirTra also must continue to develop the software in support of the Equipment, to include fixes and updates, improvements in operation, and new features – provided free of charge during the extended warranty period. If issues cannot be corrected by e-mail, teleconferences, or by shipping equipment back to VirTra/Customer, then VirTra will send a qualified technical support representative to the location for on-site service.

2.0 Customer Obligations. The Customer has responsibility for exercising reasonable care in operating, handling and maintaining the Equipment. Customer acknowledges and agrees that VirTra may subcontract performance of certain services hereunder to third parties selected by VirTra. VirTra may, at its sole discretion, leave spare parts for Equipment with Customer. Customer must maintain consumable items such as projector bulbs, CO2 tanks, and batteries. Equipment operation, handling, and maintenance procedures are covered by documentation which will be provided with the equipment. Equipment failure or damage which is attributable to the Customer's, or a third-party's, rough treatment, abuse, misuse, neglect, additions, adjustment, or modification is the responsibility of the Customer. The Customer is expected to work promptly with VirTra's service technician to resolve equipment problems. Customer is also responsible for notifying VirTra once replacement parts are received. Customer certifies they will maintain all Equipment and parts in a safe, secure and in an environmentally controlled area. This area must include, but not limited to, controllable HVAC, and must protect against electrical surges and black or brown outs. VirTra strongly recommends the purchase and use of uninterrupted power supplies (UPS) and high-quality surge protectors for equipment.

3.0 Replacement Products and Parts. VirTra, at its sole discretion, may replace the failed Equipment or any part thereof, with a product of comparable or greater specified functionality which may be of a different model or manufacturer. Replacement products and parts become Customer's property; returned Equipment becomes property of VirTra. VirTra has no obligation to return replaced products or parts to the Customer.

4.0 Excluded Services. The following services are specifically excluded from this contract, and any excluded services performed by VirTra may be subject to additional charges. (a) Repair of damage to the Equipment resulting from accident; improper packaging by Customer; Customer negligence; misuse; unauthorized repairs; failure of electrical power, air conditioning, humidity control, vandalism, fire, water damage or other casualty resulting from causes beyond the control of VirTra. (b) Installation of 3rd. party software in violation of operating procedures. (c) Repair or replacement of equipment without prior consent of VirTra.

5.0 Limitation of Liability. (a) Coverage under this contract does not insure uninterrupted operation of the Customer's Equipment. VirTra's maximum liability under this contract will be limited to replacing the failed Equipment under dispute with comparable equipment. (b) No Consequential Damages. VirTra SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, USE, OR DATA FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES, UNDER ANY LEGAL THEORY, EVEN IF VirTra

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. (c) Disclaimer of Warranties. THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND ARE WITHOUT A WARRANTY OF ANY KIND. VirTra DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.0 Termination for Cause. VirTra shall have the right to terminate this contract immediately upon written notice in the event that Customer violates any provision of this contract, including (without limitation) failure to make payment and if such violation remains un-remedied for more than thirty (30) days after Customer receives notice of the violation from VirTra; or in the event that Customer: (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law; (iii) becomes insolvent; (iv) makes a general assignment for the benefit of its creditors; or (v) becomes subject to direct control by a trustee, receiver or similar authority.

7.0 Concurrent Remedies; Attorneys' Fees. The rights and remedies set forth in this contract may be exercised concurrently or separately by VirTra without waiver of any of the rights or remedies otherwise existing at law or in equity. In the event of Customer's default, VirTra shall have the right to collect all expenses of collection and recovery, including reasonable attorneys' fees.

8.0 Obligation to Pay. Customer's obligation to pay all charges which shall have accrued during the term of this contract shall survive any termination of this contract.

9.0 Assignment. This contract may be assigned by VirTra to any other party without notice to Customer; provided, however, that any assignee shall be responsible to Customer as set forth in this contract and VirTra shall promptly notify Customer of any such assignment. In such an event, reference to "VirTra" in this contract shall be deemed to be a reference to the assignee and such provision shall apply to any subsequent assignment by any assignee. This contract may not be assigned by Customer.

10.0 Governing Law. This contract shall be construed in accordance with Arizona law as if entered into between two parties residing in Arizona and wholly performed within Arizona.

11.0 Notices. Any notice given under this contract (except for routine requests for service) shall be in writing and shall be deemed effective, upon delivery, to the address specified on the contract, or such other address as the parties may provide each other from time to time by written notice.

12.0 Severability; Waiver. In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, this contract shall be enforced to the maximum extent possible. No waiver of any provision of this contract by either party shall be deemed to be an ongoing waiver of such provision by such party.

13.0 Force Majeure. VirTra shall not be liable for failure to service the Equipment when such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil and military authority, strikes, flood, epidemics, war, riots, delays in transportation and inability due to causes beyond its reasonable control to obtain necessary labor or materials or replacement products or components thereof.

14.0 Entire Agreement. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall be binding on the parties and their respective successors and assigns and shall supersede any additional or conflicting terms of any other document. This contract may not be modified or amended unless agreed to by both parties in writing.

controls of the United States and other applicable jurisdictions in connection with the use of Seller products including Buyer's acceptance of responsibility for the payment of any relevant taxes or duties. Buyer is responsible for understanding and verifying all local laws, regulations, restrictions and building code requirements for the purchase, delivery, receipt, storage, installation and use of Seller's Goods and Services. Seller may suspend or cancel Buyer's order, at Seller's sole discretion, for violation of regulations and restrictions.

14. Technology and Intellectual Property Rights. Buyer agrees that Seller claims, and has claim to, various proprietary rights of its Goods and Services, and Buyer agrees to take reasonably necessary steps to ensure that Seller's rights will not directly or indirectly be violated, which the parties agree would cause irreparable harm to Seller. Except for the license to use the Goods and Services, the sale of Goods and Services will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Buyer may not obscure, remove, or alter any copyright, trademark, service mark or other proprietary notices or legends on the products.

15. Design Changes. Seller reserves the right to make changes in design of any of its products without incurring any obligation to notify Buyer or to make the same change to products previously purchased by Buyer.

16. Reverse Engineering. Customer acknowledges and agrees that the products are the confidential, valuable, and proprietary assets of VirTra, and the parties agree that improper use or disclosure of the products would cause VirTra irreparable harm. Accordingly, as a material element of this Agreement and as an inducement for VirTra to enter into this Agreement, Customer hereby agrees that Customer shall not: (a) create or attempt to create by reverse engineering, disassembly, decomplication or otherwise, the internal structure, the source code, hardware design, or organization of any Product, or any part thereof, or to aid or to permit others to do so, except and only to the extent expressly permitted by applicable law; (b) copy, modify, or translate any portion of the products, unless otherwise agreed, develop any derivative works thereof or include any portion of the software in any other software program; (c) separate the Product into component parts for distribution or transfer to a third party; and (e) attempt to make or to aid or permit others to make similar products to the software or products with or without enhancements, upgrades, or modifications.

17. Severable Provisions. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the remainder will remain in full force and effect and any invalid provision(s) will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

18. Limitation of Liability. To the maximum extent allowed by law, in no event shall Seller's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating in any way to any purchase from Seller exceed the amounts received by Seller under the relevant purchase order, notwithstanding third-party purchases. In no event will Seller be liable for any special, indirect, incidental, exemplary, punitive, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Seller has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the Warranty. Seller disclaims any representation that it will be able to repair any product under Warranty or make a product exchange without risk to or loss of programs or data. Buyer agrees to release and save Seller harmless from any and all liability arising out of use or misuse of Seller product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from use or misuse of Seller product. Seller is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.

19. Relationship of Parties. Nothing contained in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in this Agreement shall be deemed to construe either of the parties as the agent of the other. Assignment and Sub-Contracting. The contract between Buyer and Seller for the Goods and Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, without the prior written consent of both Buyer and Seller. The parties agree that such consent shall not be unreasonably withheld.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement supersedes and replaces any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this Agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, if provided and any service and license agreement(s), are intended to be discharged or nullified.

21. Governing Law, Jurisdiction, and Venue. The laws of the State of Arizona, USA govern this transaction and Agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of this Agreement shall be resolved in the State of Arizona and the courts of Arizona shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") to this Agreement and the associated transactions.

22. Warranty. Seller warrants the product manufactured by Seller for a period of one year from delivery to the agreed delivery point ('Warranty Period') will materially conform to Seller's standard specifications available from the Seller for the product at the

time of the issuance of the Purchase Order. Seller further warrants that the product, at the time of delivery, will be free from defects in material and workmanship for the Warranty Period. For third party Products not manufactured by Seller, Seller's only responsibility is to assign to its customer any manufacturer's warranty that does not prohibit such assignment. Product and parts that are consumed in normal operation are not covered by this Warranty. Notwithstanding the foregoing, Warranty and support may be void for any and all equipment damaged or destroyed by improper handling, use or misuse.
To the maximum extent permitted by law, Seller's Warranty and the remedies set forth in that Warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, Seller specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. Seller may provide VirTra certified refurbished parts. If Seller cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in this warranty statement. The remedies provided for in the warranty are expressly in lieu of any other liability Seller may have.
23. **Buyer Ordered Delivery Delay**. In the event of a delivery delay ordered by Buyer, the parties agree to make use of the following: Whereas the Customer has purchased certain products and services from VirTra under the Purchase Order; and Whereas the Customer has directed VirTra to hold and store within its premises the delivery until further notice; and Whereas VirTra shall ship the products FOB destination; and Whereas this Addendum does not operate as an acceptance of goods by the Customer. Now therefore, the parties agree that that VirTra has met its delivery obligations under the terms of sale upon meeting the following condition: VirTra shall provide to Customer photographs documenting that the Purchase Order is ready for shipment. An email from Buyer citing this section 23 shall be sufficient for the parties to process as described herein.
-Signature follows -

The Buyer agrees that this Agreement shall govern all purchase orders and related transactions.

Buyer:

Signature: _____

Printed Name: _____

Date: _____

SELECT PAYMENT METHOD

Credit Card; include contact information only (subject to limits)
Purchase Order:
Check:
Other (please specify):

VirTra ANNUAL SERVICE PLANS

FOR PRODUCTS: V-300, V-180 AND V-ST PRO

PLAN COSTS

VirTra's Annual Service Plan is calculated at 10% of total system investment. This includes all accessories and options; not to include installation, training and S&H charges. Service Plan start date occurs on Installation and Training signoff for delivered equipment.

PLANS INCLUDE

1. VirTra System Technician on installation site one time during Plan Year to perform the following functions as needed and if applicable.

- **Upgrade VirTra Operating System (VOS) Features[1]**
- **Install new VirTra training scenarios[2]**
- Clean Computer, Monitor & Keyboard
- Perform Computer Diagnostics
- Clean Simulator Screens
- Upgrade to most current base library
- Recalibrate System
- Inspect Refill Station & Regulator
- Recondition & Test Recoil Kits
- Zero all Laser Based Items
- Test Threat-Fire™ Devices for Proper Functionality
- Test OC & Taser Devices for Proper Functionality
- Inspect & Test Speakers and Sound FX
- Provide a List of Inspected Items
- Provide User Refresher Training

2. Parts and Labor in the event of a non-functioning system or accessory.[3]
3. Use of VirTra's Advance Replacement Program.[4]
4. Telephone Support between the hours of 8AM and 5PM AZ Time. After Hours Support calls returned between 8AM and 9AM the following day.
5. Travel expenses if a VirTra technician must travel to customer location.
6. Overnight Shipping on all replacement or repaired parts[5]
7. Remote Assistance[6]

1) VirTra Operating Software Version will be automatically upgraded to the most current and applicable release during Annu-al visit. Hardware must be supportive of the new release and have enough hard drive space available on the system. 2) Custom-er's under a valid Annual Service Plan will receive the most current base library at the time of their annual service visit. Not all train-ing scenarios may be compatible depending on the VOS version installed on their system. 3) TASER X26 blue handle units found to be defective under an Annual support plan will be replaced with laser sim cartridges and customer will be required to supply working TASER handle(s). 4) Limited Quantities and not available for all components. 5) Where Available. 6) Customer must allow access.

VirTra © 2018 by VirTra Inc. All Rights Reserved. VirTra, the VirTra logo are either registered trademarks or trademarks of VirTra in the United States and/or other countries. VirTra Annual Service Plans: Ver 1.0 - 020618

Exhibit C

VirTra ANNUAL SERVICE PLANS

FOR PRODUCTS: V-300®, V-180® AND V-ST PRO®

Deployed in the CONUS

PLAN COSTS

VirTra's Annual Service Plan is calculated at 10% of total system investment. This includes all accessories and options; not to include installation, training and S&H charges. Service Plan start date occurs on Installation and Training signoff for delivered equipment.

PLANS INCLUDE

1. VirTra System Technician on installation site one time during Plan Year to perform the following functions as needed and if applicable.

   - **Update VirTra Operating System (VOS) features**
   - **Install new VirTra training scenarios**
   - Clean computer, monitor & keyboard
   - Perform computer diagnostics
   - Clean simulator screens
   - Upgrade to most current base library
   - Recalibrate system
   - Inspect refill station & regulator
   - Recondition & test recoil kits
   - Zero all laser based items
   - Test Threat-Fire® devices for proper functionality
   - Test OC & Taser devices for proper functionality
   - Inspect & test speakers and sound FX
   - Provide a list of inspected items
   - Provide user refresher training

2. Parts and Labor in the event of a non-functioning system or accessory.
3. Use of VirTra's Advance Replacement Program.
4. Telephone Support between the hours of 8AM and 5PM AZ Time. After Hours Support calls returned between 8AM and 9AM the following day.
5. Travel expenses if a VirTra technician must travel to customer location.
6. Overnight Shipping on all replacement or repaired parts.
7. Remote Assistance.

Notes to items 1 through 7 above: a) VirTra Operating Software Version will be automatically updated to the most current and applicable release during Annual visit. Hardware must be supportive of the new release and have enough hard drive space available on the system. b) Customers under a valid Annual Service Plan will receive the most current base library at the time of their annual service visit. Not all training scenarios may be compatible depending on the VOS version installed on their system. c) TASER X26 blue handle units found to be defective under an Annual support plan will be replaced with laser sim cartridges and customer will be required to supply working TASER handle(s). d) VirTra will make commercially reasonable efforts to service properly RMA'd parts but there are limited Quantities and certain components may not be available. e) Customer must allow physical and/or remote access as needed.

VirTra © 2024 by VirTra Inc. All Rights Reserved. VirTra, the VirTra logo are either registered trademarks or trademarks of VirTra in the United States and/or other countries. VirTra Annual Service Plans: Rev APR 2024

LIMITATIONS & EXCLUSIONS

The following terms and conditions govern the sale of this service contract between VirTra Inc. ("VirTra") and the original purchaser of the product ("Customer") in the 48 continental United States. By purchasing, Customer agrees to be bound by and accepts these terms and conditions identifying how VirTra will support the VirTra Inc.(s) ("Equipment"). This agreement may not be canceled and Customer will not receive a refund of any amount paid hereunder. This warranty will be effective for a span of one (1) calendar year from the date of installation and acceptance of Equipment by Customer. Customer may purchase an additional warranty to extend beyond the first year coverage period. Additional warranties are available in calendar years based upon the original date of installation. Warranty is only valid for equipment installed within the 48 continental United States (the 48 connected states and District of Columbia).

1.0 VirTra Obligations. VirTra's basic obligation shall be to ensure Equipment remains free from defects in materials and workmanship. VirTra will provide a Service Manager available with telephone support that can be contacted (for hardware or software issues). VirTra also must continue to develop the software in support of the Equipment, to include fixes and updates, improvements in operation, and new features – provided free of charge during the extended warranty period. If issues cannot be corrected by e-mail, teleconferences, or by shipping equipment back to VirTra/Customer, then VirTra will send a qualified technical support representative to the location for on-site service.

2.0 Customer Obligations. The Customer has responsibility for exercising reasonable care in operating, handling and maintaining the Equipment. Customer acknowledges and agrees that VirTra may subcontract performance of certain services hereunder to third parties selected by VirTra. VirTra may, at its sole discretion, leave spare parts for Equipment with Customer. Customer must maintain consumable items such as projector bulbs, CO2 tanks, and batteries. Equipment operation, handling, and maintenance procedures are covered by documentation which will be provided with the equipment. Equipment failure or damage which is attributable to the Customer's, or a third-party's, rough treatment, abuse, misuse, neglect, additions, adjustment, or modification is the responsibility of the Customer. The Customer is expected to work promptly with VirTra's service technician to resolve equipment problems. Customer is also responsible for notifying VirTra once replacement parts are received. Customer certifies they will maintain all Equipment and parts in a safe, secure and in an environmentally controlled area. This area must include, but not limited to, controllable HVAC, and must protect against electrical surges and black or brown outs. VirTra strongly recommends the purchase and use of uninterrupted power supplies (UPS) and high-quality surge protectors for equipment. Customer's breach of this clause may void warranties and result in VirTra billing Customer for service trip and repairs.

3.0 Replacement Products and Parts. VirTra, at its sole discretion, may replace the failed Equipment or any part thereof, with a product of comparable or greater specified functionality which may be of a different model or manufacturer. Replacement products and parts become Customer's property; returned Equipment becomes property of VirTra. VirTra has no obligation to return replaced products or parts to the Customer.

4.0 Excluded Services. The following services are specifically excluded from this contract, and any excluded services performed by VirTra may be subject to additional charges. (a) Repair of damage to the Equipment resulting from accident; improper packaging by Customer; Customer negligence; misuse; unauthorized repairs; failure of electrical power, air conditioning, humidity control, vandalism, fire, water damage or other casualty resulting from causes beyond the control of VirTra. (b) Installation of 3rd. party software in violation of operating procedures. (c) Repair or replacement of equipment without prior consent of VirTra.

5.0 Limitation of Liability. (a) Coverage under this contract does not insure uninterrupted operation of the Customer's Equipment. VirTra's maximum liability under this contract will be limited to replacing the failed Equipment under dispute with comparable equipment. (b) No Consequential Damages. VirTra SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, USE, OR DATA FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES, UNDER ANY LEGAL THEORY, EVEN IF VirTra

VirTra © 2024 by VirTra Inc. All Rights Reserved. VirTra, the VirTra logo are either registered trademarks or trademarks of VirTra in the United States and/or other countries. VirTra Annual Service Plans: Rev APR 2024

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. (c) Disclaimer of Warranties. THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND ARE WITHOUT A WARRANTY OF ANY KIND. VirTra DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.0 Termination for Cause. VirTra shall have the right to terminate this contract immediately upon written notice in the event that Customer violates any provision of this contract, including (without limitation) failure to make payment and if such violation remains un-remedied for more than thirty (30) days after Customer receives notice of the violation from VirTra; or in the event that Customer: (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law; (iii) becomes insolvent; (iv) makes a general assignment for the benefit of its creditors; or (v) becomes subject to direct control by a trustee, receiver or similar authority.

7.0 Concurrent Remedies; Attorneys' Fees. The rights and remedies set forth in this contract may be exercised concurrently or separately by VirTra without waiver of any of the rights or remedies otherwise existing at law or in equity. In the event of Customer's default, VirTra shall have the right to collect all expenses of collection and recovery, including reasonable attorneys' fees.

8.0 Obligation to Pay. Customer's obligation to pay all charges which shall have accrued during the term of this contract shall survive any termination of this contract.

9.0 Assignment. This contract may be assigned by VirTra to any other party without notice to Customer; provided, however, that any assignee shall be responsible to Customer as set forth in this contract and VirTra shall promptly notify Customer of any such assignment. In such an event, reference to "VirTra" in this contract shall be deemed to be a reference to the assignee and such provision shall apply to any subsequent assignment by any assignee. This contract may not be assigned by Customer.

10.0 Governing Law. This contract shall be construed in accordance with Arizona law as if entered into between two parties residing in Arizona and wholly performed within Arizona.

11.0 Notices. Any notice given under this contract (except for routine requests for service) shall be in writing and shall be deemed effective, upon delivery, to the address specified on the contract, or such other address as the parties may provide each other from time to time by written notice.

12.0 Severability; Waiver. In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, this contract shall be enforced to the maximum extent possible. No waiver of any provision of this contract by either party shall be deemed to be an ongoing waiver of such provision by such party.

13.0 Force Majeure. VirTra shall not be liable for failure to service the Equipment when such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil and military authority, strikes, flood, epidemics, war, riots, delays in transportation and inability due to causes beyond its reasonable control to obtain necessary labor or materials or replacement products or components thereof.

14.0 Entire Agreement. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall be binding on the parties and their respective successors and assigns and shall supersede any additional or conflicting terms of any other document. This contract may not be modified or amended unless agreed to by both parties in writing.

© 2024 by VirTra Inc. All Rights Reserved. VirTra, the VirTra logo are either registered trademarks or trademarks of VirTra in the United States and/or other countries. VirTra Annual Service Plans: Rev APR 2024

9526 Panama City Beach-Combined Agreement w Exhibits

Final Audit Report 2024-10-02

Created:	2024-10-02
By:	James Skoulikas (jskoulikas@virtra.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAruECdA3d183ldN2OCq46Nlc1nopFO7Le

"9526 Panama City Beach-Combined Agreement w Exhibits" History

Document created by James Skoulikas (jskoulikas@virtra.com)
2024-10-02 - 2:33:35 PM GMT

Document emailed to Alanna Boudreau (aboudreau@virtra.com) for signature
2024-10-02 - 2:33:43 PM GMT

Email viewed by Alanna Boudreau (aboudreau@virtra.com)
2024-10-02 - 2:36:30 PM GMT

Document e-signed by Alanna Boudreau (aboudreau@virtra.com)
Signature Date: 2024-10-02 - 2:36:40 PM GMT - Time Source: server

Agreement completed.
2024-10-02 - 2:36:40 PM GMT

PCB24-35

De-Escalation Training Simulator - Vendor Demonstrations

Criteria Element	FAAC/Milo Range			Digimation			VirTra		
	Average Score	Total Possible Points	Points Scored	Average Score	Total Possible Points	Points Scored	Average Score	Total Possible Points	Points Scored
I. Qualifications and Services - Proposer's summary of capability and the degree to which the proposal meets or exceeds the Scope of Work	**3.35**	40	26.80	**3.03**	40	24.20	**4.63**	40	37.00
II. Services - Proposer's experience in providing de-escalation training simulators for law enforcement.	**3.00**	25	15.00	**3.03**	25	15.13	**4.70**	25	23.50
III. Past Performance & References - Proposer to provide at least three (3) references from law enforcement agencies.	**4.02**	10	8.04	**3.68**	10	7.36	**4.22**	10	8.44
IV. Training and Customer Service - Proposer has outlined training techniques and described the operation of their customer support team.	**2.88**	5	2.88	**4.65**	5	4.65	**4.23**	5	4.23
V. Price - Cost Analysis - A/B x C = D (Completed by Purchasing)	**NA**	20	17.98	**NA**	20	20.00	**NA**	20	9.58
	TOTAL	**100**	**70.69**	**TOTAL**	**100**	**71.34**	**TOTAL**	**100**	**82.74**

De-Escalation Training Simulator - Initial Proposal Scoring

Criteria Element	FAAC			Digimation			VirTra		
	Average Score	Total Possible Points	Points Scored	Average Score	Total Possible Points	Points Scored	Average Score	Total Possible Points	Points Scored
I. Qualifications and Services - Proposer's summary of capability and the degree to which the proposal meets or exceeds the Scope of Work	**3.94**	40	31.52	**3.12**	40	24.96	**4.46**	40	35.68
II. Services - Proposer's experience in providing de-escalation training simulators for law enforcement.	**4.16**	25	20.80	**3.38**	25	16.90	**4.40**	25	22.00
III. Past Performance & References - Proposer to provide at least three (3) references from law enforcement agencies.	**4.02**	10	8.04	**3.68**	10	7.36	**4.22**	10	8.44
IV. Training and Customer Service - Proposer has outlined training techniques and described the operation of their customer support team.	**3.84**	5	3.84	**3.92**	5	3.92	**4.48**	5	4.48
V. Price - Cost Analysis - A/B x C = D (Completed by Purchasing)	**NA**	20	7.51	**NA**	20	20.00	**NA**	20	4.00
	TOTAL	**100**	**71.71**	**TOTAL**	**100**	**73.14**	**TOTAL**	**100**	**74.60**

	FAAC/Milo Range			Digimation			VirTra		
COMBINED FINAL AVERAGE - Per solicitation - average of the two sets of scoring sessions	**TOTAL**		**71.20**	**TOTAL**		**72.24**	**TOTAL**		**78.67**

Panama City Beach Police Department

RFP PCB24-35

August 2, 2024

Contact: tcameron@virtra.com





Prepared by

VirTra

295 E. Corporate Pl.
Chandler, AZ 85225
+1.480.968.1488

Technical Information:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole, or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract.

Table of Contents

Introduction 2

Qualifications & Services 3

- Services 3
  - Implementation Plan & Timeline 4
- System Specifications 5
  - V-300® 5
  - Video-Based Scenarios 5
  - V-VICTA® 6
  - Recoil Kits & CO2 Magazines 7
  - V-T7 - TASER 7® 8
  - MK3 OC Spray 9
  - Flashlights and Low Light Training 9
  - Threat-Fire® 9
- Training 10
  - On-Site Training 10
  - Customer Support 10
  - Warranty & Maintenance 11

Price Proposal 12

Quote 13

Sales Terms & Conditions 16

VirTra's Exceptions 20

Past Performance 21

Sample Standard Service Agreement 23

Required Documents 27

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

Introduction

VirTra is honored to have the opportunity to submit a proposal for Panama City Beach Police Department's *RFP – PCB24-35*. Panama City Beach is seeking a reliable, effective way for their officers to train so they can be better prepared for events on the force. As a city with many tourist visitors, it is important for officers to have experience communicating with all kinds of people in an effective manner. Utilizing a high-quality simulator to train skills such as de-escalation, crisis intervention, and communication will greatly benefit Panama City Beach PD.

The flagship V-300® 5-screen simulator recommended for Panama City Beach PD is a product pioneered by VirTra in 2004. It was designed to immerse officers in the simulated environment to make training as close to real life as possible. Users are surrounded by 300 degrees of video-based scenarios – which are more believable and realistic than scenarios created using CGI.

To further provide a realistic training experience, the tools that Panama City Beach PD officers use during training should safely match those used in real life. Instead of outsourcing, VirTra creates all recoil hardware in-house at our CNC machine shop in Chandler, AZ. Recoil kits and CO2 magazines are not only simple to install, but they safely provide recoil to an officer's own duty weapon.

Less lethal tools are no different – they should not only have the same weight and feel of the real item, but on-screen characters react accordingly. Panama City Beach officers can practice weapon transitions and become more confident in choosing the proper level of force for the situation at hand.

Another tool recommended is the Threat-Fire® electronic feedback device. This patented device can only be provided by VirTra and has been tested to ensure safety for the user. The goal of the product is to simulate consequences such as gunfire, dog bites, explosions, and similar events. Other companies provide stress-inducing devices that are not nearly as effective, such as those that play loud noises or emit strobing lights.

Finally, it is important to ensure our clients have a full grasp of how the simulator and its associated hardware and software function before our technicians leave the customer site. Our skilled trainers and field service technicians not only test every part of the system but provide on-site training to familiarize users with it. Panama City Beach officers can feel confident in their ability to use the system immediately after the conclusion of the training session, allowing them to hit the ground running.

Once installation and training are complete, clients should never be left feeling like they are on their own. With a responsive service team, any issues or concerns that arise will be handled professionally. Anything that cannot be solved with 24/7 telephone support will be scheduled to be resolved onsite.

VirTra looks forward to the possibility of working with Panama City Beach PD to support their officers' training.

For further information or questions, please contact Tom Cameron – tcameron@virtra.com

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

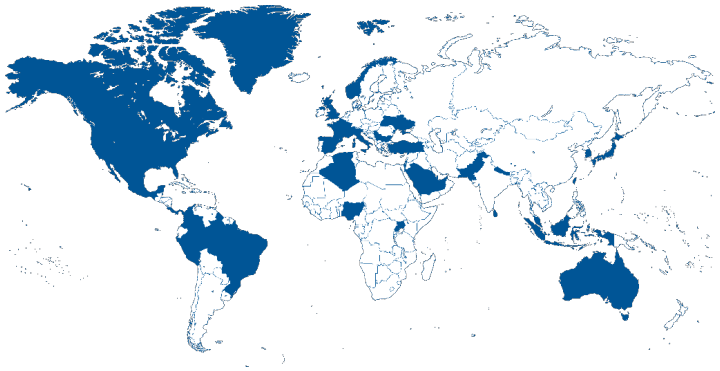
Qualifications & Services

Services



For 31 years, VirTra has led the industry in providing the finest simulators and tools to first responders worldwide with a mission to provide immersive, high-resolution simulation training solutions to ensure the safety of law enforcement officers and the people they serve.

VirTra currently has single and multi-screen simulators in 41 different countries in regions of Central/South America, the Middle East, Africa, Australia, Asia, and North America. We have a large deployment in Central/South America through the INL in Mexico, Costa Rica, Panama, Colombia, and Peru and with additional opportunities being worked in El Salvador with ILEA and Honduras. We also have numerous simulators currently deployed in Switzerland, France, Bulgaria, Greenland, Malta, Norway, Serbia, and Ukraine.



Some of VirTra's largest customers both inside and outside the USA are US Army, specifically US Special Operations Command located at both Fort Bragg, NC and Fort Campbell, KY, US Air Force, US Navy, US State Department, US Marshall Service, US Border Patrol, Los Angeles County Sheriff Department, Canadian Police, Mexico's Federal Police, Indonesian Air Force Special Forces, Kingdom of Saudi Arabia, Kingdom of Bahrain, Panama Police, Australian Police and Military, South Korean Navy, and Nepalese Military.

VirTra's use-of-force video scenarios provide realistic training, including, support for officer presence, verbal commands (de-escalation), OC, TASER®, and deadly force options. VirTra employs an in-house video production crew of industry professionals in video and postproduction. VirTra utilizes only professional actors for a more realistic immersion. VirTra also employs full time police and military Subject Matter Experts (SMEs) to create, produce, and review content.

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

VirTra has developed a higher standard in simulation training with several exclusive capabilities including realistic scenarios, location specific scenario authoring ability, the patented Threat-Fire® consequence device, and advanced recoil simulation weapons kits.

The company has devoted years of engineering effort, software development, and testing to create capable and flexible hardware and software solutions. The DoD has verified, validated, fielded, and operationally utilized VirTra's hardware, software, and system integrated solutions worldwide. VirTra has the capability to design, develop, and integrate software through its agile development process to respond to and deliver the program requirements.

VirTra also provides end-users with exclusive capabilities including ballistically accurate simulated marksmanship ranges and advanced recoil conversion kits developed in the USA to supply reliable systems, flexible training tools and realistic recoil to meet mission critical skills.

Implementation Plan & Timeline

VirTra works diligently to install all ordered simulators and hardware within 90 days of the order being placed. This includes the training of staff who will be operating the simulator. Immediately after the order is placed, instructors are assigned for coordination and will provide training materials and a schedule.

A site survey typically occurs in less than a month from when the delivery order was placed. This is to ensure that the location the simulator will be installed in is the right size and has the required power supply.

When the shipment is sent for delivery, the client is always notified of its expected delivery date. Any difficulties or delays are promptly reported. Installers will arrive at the client site for the system's delivery to install it and test all hardware and software. Once this is complete, operator/instructor training will commence.

After each of the above steps is complete, the client will review and sign a form that states the system was installed correctly, all needed components are operational, and that training was conducted effectively.

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

System Specifications

V-300®



The 5-screen V-300® is VirTra's flagship simulator that supports a peripheral field of view of 300-degrees and better than High Definition (HD) resolution. The system can be configured for either front or rear project. The simulator maximizes the trainee's peripheral view for Marksmanship and Judgmental use-of-force simulations.

It comes with five screens each with a viewable space of (H 84.5"/2.15m x W 114.5"/2.91m), this allows for both horizontal and vertical peripheral vision coverage.
VirTra can configure this simulator a front or rear projection to meet specific facility or room requirements, providing our customers flexibility during installation without sacrificing performance.

The simulator allows multiple people to train at the same time – both for judgmental use of force scenarios and marksmanship. The vast video-based scenario library and custom virtual ranges can help instructors train students for a variety of possibilities they may encounter on the field.

The V-300 Simulator combined with the customer's weapons and VirTra's use of drop in laser recoil kits provides an excellent simulation environment with good peripheral vision to support a wide selection of marksmanship, collective, or judgmental use-of-force simulations.

A single instructor workstation controls the simulator and allows all simulation control through the VOS user interface. Instructors control the simulator with a single instructor workstation. A single user interface runs all simulations.

The operating station offers immediate debrief after any simulation. The instructor can choose to archive a session for delayed debrief or historical reference. Saved sessions are available from the session manager and are fully searchable by date, time, instructor, and trainee name.

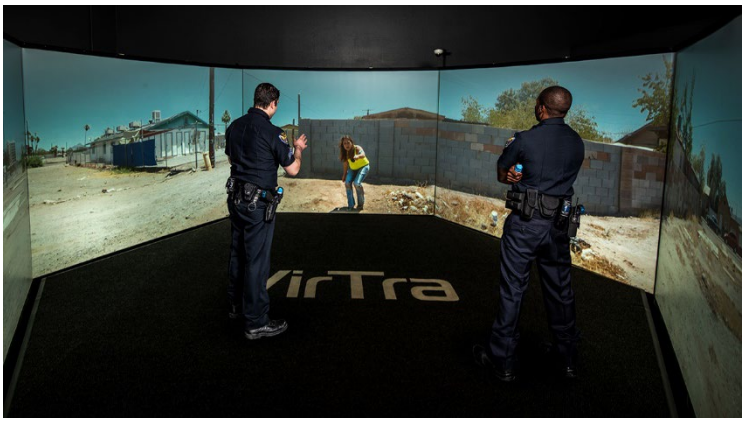
Video-Based Scenarios

Judgmental use-of-force scenarios involve making split-second decisions based on slight nuances or quick movements under stressful circumstances. The ability to "read" the face of other individuals and to have them move naturally (such as pulling a weapon from a pocket) is critical for realistic training. Trainees also must feel they are dealing with real humans. High-definition video of live actors is far superior to CGI figures for accomplishing effective use-of-force training. When you couple VirTra scenarios with the instructor's ability to conduct an after-action review of the event that shows a time stamp down to a hundredth of a second from when the scenario started and the ability for the instructor to save these scenarios to other digital media for later evaluation and presentation you greatly decrease the learning curve of your students.

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

Video scenarios use content filmed with human actors to provide a high level of immersion. This video realism is essential for effective judgmental use-of-force and collective engagement training.

Our video simulation technology plays a filmed scenario seamlessly across the full field of view. It supports seamless automated and instructor-controlled video branching allowing for various outcomes, while assuring the appropriate action within the scenario takes place when a student or students use simulated lethal and non-lethal weapons.



Scenarios include, but are not limited to:

- Verbal judgment training in de-escalating confrontations
- Shoot/don't shoot scenario training ending in either use or non-use of deadly force
- Readily identifiable deadly weapons, as well as improvised weapons
- Active shooter scenarios
- Crimes in progress with armed offender(s)
- Rioters with weapons
- Protests both with active and passive non-compliance of protestors
- Hostage scenarios
- Death by cop suicides
- Roadblocks/safety check
- Routine and high-risk traffic stops
- Suspicious person or vehicle
- Foot patrol confrontation scenarios
- Ambushes
- Hostage situations
- Family/domestic disturbances

VirTra's video scenarios allow for multiple outcomes providing opportunities for trainees to engage and use their various skill sets to meet training objectives. Scenarios contain an average of 85 branches that allow different outcomes depending on the trainee's actions.

Our scenarios allow the instructor to increase or decrease the threat and choose responses in accordance with the trainee's engagement of the contacts. This allows the instructor to reinforce proper engagement techniques and demonstrate the outcome of poor choices or decisions.

V-VICTA®

VirTra - Virtual Interactive Coursework and Training Academy (V-VICTA®) currently includes **90.5 Hrs.** of certified coursework designed to assist agencies and academies. This program uses a 'teach, train, test, sustain' methodology to ensure that participants are absorbing the information and learning the skills appropriately to facilitate long term transfer. The material is designed to support interleaved training for ongoing sustainment of the critical psychomotor skills that peace officers must rely on.

V-VICTA comes as a total solution with lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and interactive video learning material.

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

Developed exclusively with nationally recognized partnerships, nationally recognized certified curriculum, interactive virtual coursework, and VirTra's simulators that provide law enforcement departments all the necessary tools to instill proper training and knowledge transfer to its students that you won't find elsewhere.

V-VICTA curriculum has met the standards set forth by the IADLEST National Certification Program for POST Certification across 36 states. Each course has been thoroughly reviewed by the IADLEST assessment team and has passed the rigors of their independent review process.

Released V-VICTA curriculum includes:

- Active Threat/Active Killer (ATAK): Basic Principles (Module 1)
- Active Threat/Active Killer (ATAK): Basic Principles (Module 2)
- Active Threat/Active Killer (ATAK): Explosives (Module 3)
- Autism Awareness
- Behavior Analysis Threat Response
- Contact and Cover Concepts
- Crisis De-Escalation
- Duty to Intervene
- High Risk Vehicle Stop
- Human Factors in Force Encounters
- Infectious Diseases
- Injured Officer Handgun Manipulation
- Mental Illness: A Practical Approach
- My Story: Kyle Dinkheller
- Red Dot Optic Training and Sustainment
- TASER Targeting
- Tourniquet Application Under Threat – Part 1
- Tourniquet Application Under Threat – Part 2
- Weapon Transitions

Recoil Kits & CO2 Magazines

VirTra owns and operates its own in-house CNC machine shop where recoil kits and parts are manufactured. VirTra designs and manufactures products using the latest state-of-the-art 3, 4, and 5 axis CNC mills and 9 axis CNC mill-turn lathes, then assembles and tests them in-house to ensure reliability.



Recoil Kits and CO2 Magazines are designed to fit in a trainee's own duty weapon – whether it is a pistol or rifle. They provide realistic recoil to the weapon without being tethered to the system, providing the user with a free range of movement during scenario or marksmanship training. Recoil Kits and Magazines require no permanent modification to the firearm and are simple to maintain.

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

VirTra's Magazines utilize CO2 to provide lifelike recoil and are refillable using the Refill Station. All the functions of the CO2 Magazines are set by, and communicated to, the simulator Master PC via a BLE link. The BLE link allows the instructor to set magazine round count, near real time commanded jamming if training or preprogramed jamming on a specific round count if conducting testing.

When the Recoil Kits and Magazines are installed, users can still utilize accessories such as holsters, optics, and weapon-mounted flashlights.



V-T7 - TASER 7®

The VirTra's V-T7™ Simulator System is comprised of 3 major components: a TASER® 7 CEW Weapon, a TASER 7 weapon battery, and one custom designed V-T7 training laser cartridge. The V-T7 is a drop-in cartridge kit. It requires no modification to the TASER 7 weapon. This allows the training facility to use their own TASER 7 weapons if desired. The TASER 7 Weapon is produced by TASER® International. Each V-T7 cartridge housing is produced by VirTra identical to live cartridges by TASER so cartridge exchanges and reloads are identical to live cartridges. The cartridge has two independent internal microprocessor controllers. One controller communicates with the TASER 7 weapon. This ensures the weapon's display and functions are identical to a live cartridge, including the X Connect feature. The second controller senses the high voltage arc from the probes and pulses the internal cartridge lasers. The lasers are timed so the simulator understands how to react to the identified V-T7 weapon. Independent controllers are used to eliminate the possibility of the high voltage arc feeding back into the weapon handle and harming the weapon or accidentally shocking the user.



All VirTra Taser cartridge lasers are aligned to simulate the accuracy and spread of the barbs that are fired from a live cartridge. The cartridge uses internal rechargeable LiPo batteries. A universal multi-voltage wall charger is provided with each cartridge.

The cartridges are compatible with all the TASER handheld products and VirTra simulator offerings. Each SIM kit comes with an ID that identifies which tag is selected in the simulator software. The instructor inputs a unique ID for each cartridge in use so that there are no recurring ID tags in the software. The cartridges are fully compatible with all the VirTra simulator weapon kits and other ancillary devices.

The TASER insert lasers operate at 780nm and are Class 1M products that comply with 21 CFR 1040. The lasers are normally off and are activated (on) for a very short duration when the Taser Weapon is fired.

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

The ‘on’ time of the laser is preprogrammed by VirTra and is determined by the weapon ID number. There is a laser-warning label on the side of the VirTra cartridge.

MK3 OC Spray



VirTra’s laser-based MK3 OC canister is made from an inert MK3 OC canister with all our electronics inside and is weighted to be comparable to a full MK3 canister. When used in the simulator, there is a spray sound to indicate it is being used and characters will react accordingly.

Flashlights and Low Light Training

VirTra’s simulators support Low Light and No Light capability, allowing instructors to quickly change a scenario from a day to night engagement. VirTra’s flashlights and hardware provide seamless, low light and flashlight interaction with any of the various general use of force training scenarios specific to law enforcement including residential, business areas and scenarios occurring within and without building or if the students are conducting marksmanship training.



VirTra’s low light and flashlight interaction allows an unlimited number of flashlights per screen. Instructors can toggle the low light software on or off during a scenario allowing trainees to activate the flashlights via the toggle switch or pressure pads on the flashlights. VirTra offers a handheld SureFire G2X LED flashlight. All flashlights reuse the original 2 battery CR123A configuration and can be adapted with pressure activation pads. VirTra’s internal components replace the original LED and electronics with new laser and control circuitry.

Threat-Fire®

VirTra’s US Patented (**#8,016,594** and **#8,267,691**) Threat-Fire® return fire device uses electric impulses to effectively simulate live fire with no safety equipment needed. The Threat-Fire was independently tested by Rascettica which proved it is safe for human use.



Unlike “shoot back” cannons, there is no firing of projectiles, which lowers the risk of injury. The electric impulses, which are controlled by the instructor, add stress and consequences to training, requiring trainees to use better tactics, such as seeking cover during a force encounter, and situational awareness. Training under stress better prepares trainees to make critical, judgmental use-of-force decisions, in dynamic situations. Due to VirTra’s patent we are the only simulator company that can provide this type of return fire device. Deployment of the Threat-Fire in a portable configuration minimizes transportation cost and setup time as compared to traditional shoot back systems. Aiming is not required with the Threat-Fire so the instructor can focus fully on the trainee.

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient’s organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra’s final approval.

The main module is a clip-on, battery powered, device and is commanded/controlled using a secure wireless Bluetooth link. The wireless link allows freedom of movement inside and outside the simulator and operates up to 50 feet. All RF modules are FCC compliant. The Threat-Fire system comes with the module, a universal voltage battery charger.

The simulator host computer uses a simple operator interface for configuring and control of the Threat-Fire. The electrical impulse duration is operator adjustable in duration, the number of activations (1 burst, 2 burst, or 3 burst) and events within an authored scenario. The electrical impulse voltage is fixed and is effective through many layers of clothing. This makes it easy for the instructor to attach to the trainee. The device can also be placed into vibrate mode.

The VirTra Threat-Fire is compatible with all VirTra simulator offerings. Each Threat-Fire module is assigned a unique ID that identifies which tag is selected in the simulator software. The instructor can select a unique ID for each Threat-Fire in use. The Threat-Fire system is fully compatible with all VirTra simulator weapon kits and other ancillary devices.

Training

On-Site Training

VirTra's on-site Operator/Instructor training course is approximately 16 hours. It includes both classroom style instruction and practical application from the trainees. The hands-on portion focuses on trainee participation, practice, mastery, and provides VirTra trainers the ability to sign off on correct operation of the simulator on an individual basis. The course covers the explanation of components, daily operational use, maintenance, and troubleshooting.

VirTra has established an effective training syllabus that helps the trainer and trainees follow through their training session. The training courseware will be provided upon request. We provide electronic training manuals accessible to the trainees during and after the training course.

For each site, VirTra will provide a certified operator/trainer to perform the training. This operator/trainer teaches all training aspects to the class of trainees. A training checklist, signed by the trainer, as well as the site's primary point of contact will be generated and required.

Trainers explain all components, specifications, setup, configuration, maintenance and troubleshooting of the simulator and its accessories. The training is hands-on, allowing users to easily follow along.

Once training is complete, VirTra trainers will collect the training checklist sign off and it will be available upon request. In addition, each checklist includes the name of the instructor, dates and location of training, a summary of the information covered, name and agency affiliation of all trainees, an accurate attendance record for all trainees, recommendations for future training, and a copy of all training materials.

Customer Support

VirTra's technical support teams are stationed in Chandler, AZ and Orlando, FL. If issues cannot be resolved remotely, a Field Service Representative is dispatched to the client location.

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

VirTra Service can be contacted by phone at (480) 508-5977 or by email at service@virtra.com. Office hours are Monday through Friday 8:00 am to 7:00 pm EST, however the service team can be reached by email or cell phone even outside of business hours.

VirTra support center will keep detailed records of each service occurrence with the client. This information is available on request and will detail receipt of warranty/support requests, resolution of open tickets and pending action items.

Warranty & Maintenance

VirTra provides an initial on-site warranty for one year for all components delivered. VirTra offers additional years of service and/or warranty at an additional cost that can be negotiated depending on customer requirements.

If our VirTra off-site support cannot resolve an issue, a VirTra technician will travel to the customer location for further troubleshooting and repairs. All travel and lodging expenses associated with on-site warranty repairs are included at no additional cost to the customer. Resolution to the issue often occurs during the on-site visit.

VirTra keeps customer down time to a minimum by offering an advance replacement program to all warranty customers, subject to conformance with current export/import regulations. The advance replacement program allows customers to receive a replacement part quickly and avoid delays due to repairs. VirTra pays for all shipping expenses for this program. VirTra ships all parts via priority shipping.

As part of the initial warranty, VirTra will provide thorough maintenance services to the customer's simulator and all of its tools and accessories. Maintenance includes minor software upgrades and hot fixes, as well as testing/inspecting simulator screens, projectors, cameras, computers, truss system, cabling, and all accessories. Labor and travel expenses are covered under the warranty.

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

Price Proposal

Product	SKU	Product Code	Sales Price	Quantity	Total Price
V-VICTA	7001000	V-VICTA-01	$0.00	1	$0.00
V-300 (w/ 1-year warranty	1300000	V-300LE-1	$160,292.53	1	$160,292.53
V-300 Borderless Projection Screen	1300050	VHU-BS-300-FP	$11,530.39	1	$11,530.39
V-300 Installation & Training	8000300	V-300-INSTL	$7,643.13	1	$7,643.13
V-300 Annual Service Plan	8000821	SP-V300-A	$25,683.49	1	$25,683.49
VirTra Tetherless Glock 45	4004501	V-G45-KIT-1	$5,571.44	2	$11,142.88
VirTra Glock 17 Adapter Plate	4001710	V-G17-SM-AP	$585.97	1	$585.97
VirTra Tetherless M4 Kit	4010400	V-M4-KIT-1	$6,072.93	1	$6,072.93
VirTra M4 Adapter Plate	4010407	V-M4-SM/ASM-AP	$585.97	1	$585.97
OC Canister - MK3	5000501	V-OCC-MK3	$2,614.76	1	$2,614.76
TASER 7 Simulation Cartridge	5000556	V-T7-3.5/3.5	$3,954.31	2	$7,908.62
G2X Handheld Flashlight	5000201	V-FLT-G2X	$1,009.70	2	$2,019.40
V-Threat-Fire	5000610	V-TF	$4,406.69	1	$4,406.69
Refill Station	5000750	V-RFS	$5,368.96	1	$5,368.96

Total Price: $245,855.72

S&H: $1,500.00

Grand Total: $247,355.72

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

Quote

Account Name	Panama City Beach Police Department	CustID	0623-02031
Contact Name	Jason Jones	Created Date	8/1/2024
Phone	8502498031	Quote Number	00009526
Email	jason.jones@pcbfl.gov	Expiration Date	10/31/2024
Ship To Name	Panama City Beach Police Department	Prepared By	Tom Cameron
		Phone	(480) 968-1488
		Email	tcameron@virtra.com

Notes: 85-8012646361C-4. Customer is TAX-EXEMPT.

Product	Product SKU	Product Code	Product Description	Sales Price	Quantity	Total Price
VirTra Virtual Interactive Coursework and Training Academy™	7001000	V-VICTA-01	VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current Service or Subscription plan.	$0.00	1.00	$0.00
VirTra 300 LE (w/ 1 year warranty)	1300000	V-300LE-1	VirTra Systems 300 LE-1 simulator uses five interconnected screens to create fully immersive active engagements in a 300 degree environment surrounding the trainees. Multi-directional audio and seamless real video create an environment and situation that will challenge trainees. Comes with LE content library, computer rack, UPS backup, and audio/projection equipment. System is configurable to fit in a variety of spaces (within minimum	$160,292.53	1.00	$160,292.53

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

			requirements). One year warranty and support services included.			
VirTra V-300® Borderless Projection Screen-FP	1300050	VHU-BS-300-FP	Eliminates the 5 inch black border between screens to increase immersion on VirTra V-300® systems. Front Project Black Backed Screens.	$11,530.39	1.00	$11,530.39
VirTra V-300® Installation/Training	8000300	V-300-INSTL	VirTra Installation and Training for one (1) V-300® System. Includes all travel and expenses in the CONUS.	$7,643.13	1.00	$7,643.13
VirTra Tetherless-Glock 45	4004501	V-G45-KIT-1	Glock 45 Tetherless laser recoil kit with proprietary True-Fire™ technology to eliminate false-fire and double-shots during simulation training. Includes one G17 standard magazine. (All recoil kits convert real firearms which must be supplied by the customer).	$5,571.44	2.00	$11,142.88
Tetherless-Glock 17-Adapter Plate	4001710	V-G17-SM-AP	Adapter plate for the V-G17 (Requires VirTra refill station).	$585.97	1.00	$585.97
VirTra Tetherless M4 AR15 M16 Kit	4010400	V-M4-KIT-1	M4 AR15 M16 Tetherless laser recoil kit. Includes one standard magazine. Includes one micro USB charger. (All recoil kits convert real firearms which must be supplied by the customer).	$6,072.93	1.00	$6,072.93
VirTra M4 SM and ASM Adapter Plate	4010407	V-M4-SM/ASM-AP	Adapter plate for the V-M4-SM and V-M4-ASM (Requires VirTra refill station).	$585.97	1.00	$585.97
OC Canister-MK3	5000501	V-OCC-MK3	Laser-based MK3 model OC training device.	$2,614.76	1.00	$2,614.76
TASER® 7 Simulation Cartridge Package D	5000556	V-T7-3.5/3.5	TASER 7® simulation cartridge package D: Simulates two (2) stand off (3.5 deg.) probe spreads for TASER 7 deployments in VirTra simulations. Operates in live, customer supplied TASER 7 device. Includes one USB charging cable.	$3,954.31	2.00	$7,908.62
Handheld Flashlight -G2X	5000201	V-FLT-G2X	G2X laser-based handheld flashlight.	$1,009.70	2.00	$2,019.40

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

V-Threat-Fire®	5000610	V-TF	VirTra's patented V-Threat-Fire® return-fire simulator device. Attaches via integrated belt clip to deliver a safe and adjustable electrical impulse or vibration to trainee. Enhances realism and simulates physical threats during VirTra Training. No eye protection required. Requires wireless station, included. Requires VOS 5.0.36 or higher to integrate.	$4,406.69	1.00	$4,406.69
Refill Station	5000750	V-RFS	Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty. Includes travel case.	$5,368.96	1.00	$5,368.96
Service Plan - V-300® - Annual	8000821	SP-V300-A	Additional year annual service agreement to include telephone support, remote assistance, labor, Screens, Projectors, Cameras, Computers, Truss System, Cabling, Accessories (refill stations, magazines, recoil kits, non-guns, and V-Threat-Fire®), travel, Minor build software upgrades and hot-fixes included i.e., VOS 5.x , Security patches, security upgrades included , and 2-day shipping. Annual service and maintenance visit from a VirTra technician upon request. Includes all travel and expenses in CONUS. [Payment due in full upon receipt of order acceptance, no cancellations as this is a subscription plan.]	$25,683.49	1.00	$25,683.49

Total Price	**$245,855.72**
S&H	**$1,500.00**
Grand Total	**$247,355.72**

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

Sales Terms & Conditions

1. **Precedence.** This Sales Terms and Conditions for Direct Sales to End Users/Buyers "Agreement" applies to Buyer's purchase of Goods and Services, as defined below, when purchased directly from VirTra "Seller". Any purchase of Goods and Services sold by Seller is expressly subject to and conditioned upon the terms and conditions set forth herein. By accepting delivery of the Goods and Services, Buyer accepts and is bound by this Agreement. Any different or conflicting additional terms set forth by, whether in Buyer's purchase order or another communication, are expressly rejected and will not be binding on Seller unless agreed to in writing by an authorized officer of Seller. Now therefore, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows.
2. **Definitions**: The following capitalized words shall mean: "End Users/Buyer" means the organization or person who buys Seller's Goods and Services. "Goods and Services" means without limitation, the articles, products, accessories, and services to be supplied to Buyer by Seller. "Technology and Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how, software, firmware, hardware, systems, components, or assemblies. "Seller" means VirTra, Inc., located at 295 E. Corporate Place, Chandler, AZ 85225, USA.
3. **All Sales Final**. All sales are final, and no returns, refunds or exchanges of the Goods and Services are allowed, except as provided by state or federal law, and, to the returns, refunds or exchanges are required by law, must be preapproved by Seller's Return Merchandise Authorization (RMA) form.
4. **Restocking Fees**. In Seller's sole discretion, all returns, refunds, or exchanges may be charged a restocking fee of up to 15% of the purchase price paid, plus any applicable shipping and sales tax, unless the returned product is defective, or the return is a direct result of Seller's error.
5. **Payment Terms**. Terms of payment are within Seller's sole discretion and, unless otherwise agreed to by Seller in writing, 50% deposit payment must be received prior to Seller's acceptance of an order with the remaining 50% balance due upon shipping. Payment for Goods and Services will be made in United States currency ($US Dollar) by a preapproved payment method. Credit card payment terms must be preapproved by Seller's Finance Department and if approved, invoices are due and payable within the time period noted on invoices, measured from the date of the invoice. An additional 3% fee will be charged to cover processing costs. Seller may at its sole discretion invoice parts of an order separately. No discounts shall be given for early payments.
6. **Suspension or Cancelation**: Seller may suspend or cancel Buyer's order for any failure by Buyer to comply with agreed upon payment terms. Seller is not responsible for pricing, typographical, or other errors in any offer by Seller and reserves the right to cancel any orders resulting from such errors.
7. **Late Payments**. Interest and late payment fees may be calculated from the day after the payment's stated due date through the date payment is received in full, at the maximum legal allowable interest rate in effect on the applicable dates.
8. **Taxes**. Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of Buyer, and Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect, regardless of the tax amount being excluded from Seller's quotes or Buyer's Purchase Orders.
9. **Tax Exemption**. If Buyer requests tax exempt status, then Buyer must provide Seller with a correct, valid, and signed tax exemption certificate applicable to the specific Goods and Services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of Buyer to pay all required taxes. Additionally, it will be Buyer's responsibility to obtain any tax refunds permitted if Seller has collected and remitted taxes to a taxing authority.
10. **Shipping, Title, Risk of Loss**. Shipping and handling costs will be added to all invoices unless otherwise expressly indicated and agreed to in writing at the time of sale. Seller reserves the right to make partial shipments unless specifically stated otherwise on Buyer's signed Pro Forma Invoice or purchase order and such shipping terms are pre-approved by Seller in writing. Products may ship from multiple locations following the

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

rules of the International Commercial Terms (Incoterms) as published by the International Chamber of Commerce (ICC). Title and risk of loss passes from Seller to Buyer FOB Origin domestic or Free Carrier (FCA) international upon Seller's delivery to the named place of delivery, cleared for export, as mutually agreed by both buyer and seller. Once seller is deemed to have delivered goods to the named place of delivery, the buyer is responsible for both unloading the goods and loading them onto their own carrier. Seller shall invoice upon shipping. Any loss or damage that occurs after seller's delivery is Buyer's responsibility. Buyer must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only.

11. **Excusable Delays**. Seller will use commercially reasonable efforts to deliver all products ordered as agreed or as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of Seller, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, Seller has the right, in its sole discretion and upon oral or written notice to Buyer, to delay or terminate the delivery.
12. **Not for Resale or Export**. Buyer represents and warrants that they are buying Seller's products for the specified end user, and Buyer will not resale or export Seller's products to a country other than the country listed as the Buyer's shipping destination. The shipment of certain Seller products outside of the United States of America (USA) is restricted by US federal law and neither Seller's products nor the technology can be exported out of the US without Seller's prior written approval. In addition, certain Seller Products require a validated export/import license (DSP 5, 61, or 73) prior to shipment to certain countries. If required, Buyer agrees to submit the required paperwork to Seller to process an application to obtain the required import/export license(s) from the US State Department. Seller cannot guarantee US State Department approval and has the right to cancel any item(s) not approved for import/export by the US State Department.
13. Regulations and Restrictions. Buyer agrees to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of Seller products including Buyer's acceptance of responsibility for the payment of any relevant taxes or duties. Buyer is responsible for understanding and verifying all local laws, regulations, restrictions and building code requirements for the purchase, delivery, receipt, storage, installation and use of Seller's Goods and Services. Seller may suspend or cancel Buyer's order, at Seller's sole discretion, for violation of regulations and restrictions.
14. **Technology and Intellectual Property Rights**. Buyer agrees that Seller claims, and has claim to, various proprietary rights of its Goods and Services, and Buyer agrees to take reasonably necessary steps to ensure that Seller's rights will not directly or indirectly be violated, which the parties agree would cause irreparable harm to Seller. Except for the license to use the Goods and Services, the sale of Goods and Services will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Buyer may not obscure, remove, or alter any copyright, trademark, service mark or other proprietary notices or legends on the products.
15. **Design Changes**. Seller reserves the right to make changes in design of any of its products without incurring any obligation to notify Buyer or to make the same change to products previously purchased by Buyer.
16. **Reverse Engineering**. Customer acknowledges and agrees that the products are the confidential, valuable, and proprietary assets of VirTra, and the parties agree that improper use or disclosure of the products would cause VirTra irreparable harm. Accordingly, as a material element of this Agreement and as an inducement for VirTra to enter into this Agreement, Customer hereby agrees that Customer shall not: (a) create or attempt to create by reverse engineering, disassembly, decomplication or otherwise, the internal structure, the source code, hardware design, or organization of any Product, or any part thereof, or to aid or to permit others to do so, except and only to the extent expressly permitted by applicable law; (b) copy, modify, or translate any portion of the products, unless otherwise agreed, develop any derivative works thereof or include any portion of the software in any other software program; (c) separate the Product into component parts for distribution or transfer to a third party; and (e) attempt to make or to aid or permit others to make similar products to the software or products with or without enhancements, upgrades, or modifications.

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

17. **Severable Provisions**. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the remainder will remain in full force and effect and any invalid provision(s) will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.
18. **Limitation of Liability**. To the maximum extent allowed by law, in no event shall Seller's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating in any way to any purchase from Seller exceed the amounts received by Seller under the relevant purchase order, notwithstanding third-party purchases. In no event will Seller be liable for any special, indirect, incidental, exemplary, punitive, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Seller has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the Warranty. Seller disclaims any representation that it will be able to repair any product under Warranty or make a product exchange without risk to or loss of programs or data. Buyer agrees to release and save Seller harmless from any and all liability arising out of use or misuse of Seller product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from use or misuse of Seller product. Seller is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.
19. **Relationship of Parties**. Nothing contained in this Agreement shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in this Agreement shall be deemed to construe either of the parties as the agent of the other. Assignment and Sub-Contracting. The contract between Buyer and Seller for the Goods and Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, without the prior written consent of both Buyer and Seller. The parties agree that such consent shall not be unreasonably withheld.
20. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties. This Agreement supersedes and replaces any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this Agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, if provided and any service and license agreement(s), are intended to be discharged or nullified.
21. **Governing Law, Jurisdiction, and Venue**. The laws of the State of Arizona, USA govern this transaction and Agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of this Agreement shall be resolved in the State of Arizona and the courts of Arizona shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") to this Agreement and the associated transactions.
22. **Warranty**. Seller warrants the product manufactured by Seller for a period of one year from delivery to the agreed delivery point ('Warranty Period') will materially conform to Seller's standard specifications available from the Seller for the product at the time of the issuance of the Purchase Order. Seller further warrants that the product, at the time of delivery, will be free from defects in material and workmanship for the Warranty Period. For third party Products not manufactured by Seller, Seller's only responsibility is to assign to its customer any manufacturer's warranty that does not prohibit such assignment. Product and parts that are consumed in normal operation are not covered by this Warranty. Notwithstanding the foregoing, Warranty and support may be void for any and all equipment damaged or destroyed by improper handling, use or misuse. To the maximum extent permitted by law, Seller's Warranty and the remedies set forth in that Warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law, Seller specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. Seller may provide VirTra certified refurbished parts. If Seller cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

limited to the duration of the express warranty described above and limited to the other provisions contained in this warranty statement. The remedies provided for in the warranty are expressly in lieu of any other liability Seller may have.

23. **Buyer Ordered Delivery Delay**. In the event of a delivery delay ordered by Buyer, the parties agree to make use of the following: Whereas the Customer has purchased certain products and services from VirTra under the Purchase Order; and Whereas the Customer has directed VirTra to hold and store within its premises the delivery until further notice; and Whereas VirTra shall ship the products FOB destination; and Whereas this Addendum does not operate as an acceptance of goods by the Customer. Now therefore, the parties agree that that VirTra has met its delivery obligations under the terms of sale upon meeting the following condition: VirTra shall provide to Customer photographs documenting that the Purchase Order is ready for shipment. An email from Buyer citing this section 23 shall be sufficient for the parties to process as described herein.
-Signature follows -

The Buyer agrees that this Agreement shall govern all purchase orders and related transactions.

Buyer:

Signature: _____

Printed Name: _____

Date: _____

SELECT PAYMENT METHOD

Credit Card; include contact information only (subject to limits) Purchase Order:
Check:
Other (please specify):

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

VirTra's Exceptions

Specific Exceptions:

- Seller's Terms regarding warranty shall apply.
- Seller's Terms regarding Seller's limitation of liability shall apply.
- Seller's Terms regarding Seller's intellectual property rights shall apply.
- Seller's Terms regarding payments and taxes shall apply.

General Exceptions:

- Obligations not expressly undertaken in Seller's Terms are to be considered exceptions.
- Seller objects to any terms which conflict in whole or in part with Sellers Terms.

Seller commits to:

- Compliance with all applicable State and Federal laws.
- Engaging Buyer in good faith discussions to resolve differences which may arise due to the exceptions noted above.

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

Past Performance

Company Name	Royal Canadian Mounted Police
Start Date	August 5, 2022
Completion Date	Ongoing
Description	VirTra has delivered to the RCMP: • 9 V-180 systems • 12 V-ST Pro systems • 1 V-100 systems • V-Author Pro Accessories include: • 104 S&W 5964 recoil kits • 312 Advanced Skills Magazines • 35 OC spray canisters • 52 TASER X2 cartridges
Total Value	$2,561,954.28
Point of Contact Name	Dr. Greg Kratzig
Point of Contact Phone Number	O: (639) 625-3166 / M: (306) 201-6481
Point of Contact Email	Gregory.Kratzig@rcmp-grc.gc.ca

Company Name	United States Customs & Border Protection
Start Date	August 18, 2015
Completion Date	Ongoing
Description	• VirTra has delivered to 47 total locations consisting of • 43 V-300® systems • 4 V-100® systems • V-Author® scenario authoring system • Hardware • 100+ HK P2000 kits • 100+ Glock 45 kits • 100+ M4 recoil kits/Advanced Skills Magazines • 100+ Handheld flashlights • 100+ Weapon mounted flashlights • 100+ 40mm rounds • 100+ Threat-Fires. • Multiple years of service • Multiple pieces of custom filmed content

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

Total Value	$18,150,609.78
Point of Contact Name	Aaron Sims
Point of Contact Phone	O: (304) 724-5864 / M: (304) 261-6048
Point of Contact Email	AARON.W.SIMS@CBP.DHS.GOV

Company Name	United States Secret Service
Start Date	September 30, 2015
Completion Date	Ongoing
Description	• VirTra has delivered to the US Secret Service • 5 V-300® systems • 6 V-100® systems • 1 V-Author scenario authoring system • Accessories include • 21 Glock 19 recoil kits • 19 SIG P229 recoil kits • 40+ Standard Magazines • 4 M4 recoil kits/Advanced Skills Magazines • 20+ Threat-Fire® consequence devices • Multiple years of service • Multiple pieces of custom filmed content
Total Value	$3,633,056.44
Point of Contact Name	James “Bill” Embrey
Point of Contact Phone	(410) 231-6395
Point of Contact Email	JAMES.EMBREY@USSS.DHS.GOV

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient’s organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra’s final approval.

Sample Standard Service Agreement

Please see the following three (3) pages for a sample of VirTra's Annual Service Plan.

RFP – PCB24-35

Approved by:

John Franklin Givens II

John F. Givens II, CEO

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

VirTra ANNUAL SERVICE PLANS

FOR PRODUCTS: V-300®, V-180® AND V-ST PRO®

Deployed in the CONUS

PLAN COSTS

VirTra's Annual Service Plan is calculated at 10% of total system investment. This includes all accessories and options; not to include installation, training and S&H charges. Service Plan start date occurs on Installation and Training signoff for delivered equipment.

PLANS INCLUDE

1. VirTra System Technician on installation site one time during Plan Year to perform the following functions as needed and if applicable.

- **Update VirTra Operating System (VOS) features**
- **Install new VirTra training scenarios**
- Clean computer, monitor & keyboard
- Perform computer diagnostics
- Clean simulator screens
- Upgrade to most current base library
- Recalibrate system
- Inspect refill station & regulator
- Recondition & test recoil kits
- Zero all laser based items
- Test Threat-Fire® devices for proper functionality
- Test OC & Taser devices for proper functionality
- Inspect & test speakers and sound FX
- Provide a list of inspected items
- Provide user refresher training

2. Parts and Labor in the event of a non-functioning system or accessory.
3. Use of VirTra's Advance Replacement Program.
4. Telephone Support between the hours of 8AM and 5PM AZ Time. After Hours Support calls returned between 8AM and 9AM the following day.
5. Travel expenses if a VirTra technician must travel to customer location.
6. Overnight Shipping on all replacement or repaired parts.
7. Remote Assistance.

Notes to items 1 through 7 above: a) VirTra Operating Software Version will be automatically updated to the most current and applicable release during Annual visit. Hardware must be supportive of the new release and have enough hard drive space available on the system. b) Customers under a valid Annual Service Plan will receive the most current base library at the time of their annual service visit. Not all training scenarios may be compatible depending on the VOS version installed on their system. c) TASER X26 blue handle units found to be defective under an Annual support plan will be replaced with laser sim cartridges and customer will be required to supply working TASER handle(s). d) VirTra will make commercially reasonable efforts to service properly RMA'd parts but there are limited Quantities and certain components may not be available. e) Customer must allow physical and/or remote access as needed.

VirTra © 2024 by VirTra Inc. All Rights Reserved. VirTra, the VirTra logo are either registered trademarks or trademarks of VirTra in the United States and/or other countries. VirTra Annual Service Plans: Rev APR 2024

LIMITATIONS & EXCLUSIONS

The following terms and conditions govern the sale of this service contract between VirTra Inc. ("VirTra") and the original purchaser of the product ("Customer") in the 48 continental United States. By purchasing, Customer agrees to be bound by and accepts these terms and conditions identifying how VirTra will support the VirTra Inc.(s) ("Equipment"). This agreement may not be canceled and Customer will not receive a refund of any amount paid hereunder. This warranty will be effective for a span of one (1) calendar year from the date of installation and acceptance of Equipment by Customer. Customer may purchase an additional warranty to extend beyond the first year coverage period. Additional warranties are available in calendar years based upon the original date of installation. Warranty is only valid for equipment installed within the 48 continental United States (the 48 connected states and District of Columbia).

1.0 VirTra Obligations. VirTra's basic obligation shall be to ensure Equipment remains free from defects in materials and workmanship. VirTra will provide a Service Manager available with telephone support that can be contacted (for hardware or software issues). VirTra also must continue to develop the software in support of the Equipment, to include fixes and updates, improvements in operation, and new features – provided free of charge during the extended warranty period. If issues cannot be corrected by e-mail, teleconferences, or by shipping equipment back to VirTra/Customer, then VirTra will send a qualified technical support representative to the location for on-site service.

2.0 Customer Obligations. The Customer has responsibility for exercising reasonable care in operating, handling and maintaining the Equipment. Customer acknowledges and agrees that VirTra may subcontract performance of certain services hereunder to third parties selected by VirTra. VirTra may, at its sole discretion, leave spare parts for Equipment with Customer. Customer must maintain consumable items such as projector bulbs, CO2 tanks, and batteries. Equipment operation, handling, and maintenance procedures are covered by documentation which will be provided with the equipment. Equipment failure or damage which is attributable to the Customer's, or a third-party's, rough treatment, abuse, misuse, neglect, additions, adjustment, or modification is the responsibility of the Customer. The Customer is expected to work promptly with VirTra's service technician to resolve equipment problems. Customer is also responsible for notifying VirTra once replacement parts are received. Customer certifies they will maintain all Equipment and parts in a safe, secure and in an environmentally controlled area. This area must include, but not limited to, controllable HVAC, and must protect against electrical surges and black or brown outs. VirTra strongly recommends the purchase and use of uninterrupted power supplies (UPS) and high-quality surge protectors for equipment. Customer's breach of this clause may void warranties and result in VirTra billing Customer for service trip and repairs.

3.0 Replacement Products and Parts. VirTra, at its sole discretion, may replace the failed Equipment or any part thereof, with a product of comparable or greater specified functionality which may be of a different model or manufacturer. Replacement products and parts become Customer's property; returned Equipment becomes property of VirTra. VirTra has no obligation to return replaced products or parts to the Customer.

4.0 Excluded Services. The following services are specifically excluded from this contract, and any excluded services performed by VirTra may be subject to additional charges. (a) Repair of damage to the Equipment resulting from accident; improper packaging by Customer; Customer negligence; misuse; unauthorized repairs; failure of electrical power, air conditioning, humidity control, vandalism, fire, water damage or other casualty resulting from causes beyond the control of VirTra. (b) Installation of 3rd. party software in violation of operating procedures. (c) Repair or replacement of equipment without prior consent of VirTra.

5.0 Limitation of Liability. (a) Coverage under this contract does not insure uninterrupted operation of the Customer's Equipment. VirTra's maximum liability under this contract will be limited to replacing the failed Equipment under dispute with comparable equipment. (b) No Consequential Damages. VirTra SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, USE, OR DATA FOR CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES, UNDER ANY LEGAL THEORY, EVEN IF VirTra

VirTra © 2024 by VirTra Inc. All Rights Reserved. VirTra, the VirTra logo are either registered trademarks or trademarks of VirTra in the United States and/or other countries. VirTra Annual Service Plans: Rev APR 2024

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. (c) Disclaimer of Warranties. THE SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND ARE WITHOUT A WARRANTY OF ANY KIND. VirTra DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6.0 Termination for Cause. VirTra shall have the right to terminate this contract immediately upon written notice in the event that Customer violates any provision of this contract, including (without limitation) failure to make payment and if such violation remains un-remedied for more than thirty (30) days after Customer receives notice of the violation from VirTra; or in the event that Customer: (i) terminates or suspends its business; (ii) becomes subject to any bankruptcy or insolvency proceeding under federal or state law; (iii) becomes insolvent; (iv) makes a general assignment for the benefit of its creditors; or (v) becomes subject to direct control by a trustee, receiver or similar authority.

7.0 Concurrent Remedies; Attorneys' Fees. The rights and remedies set forth in this contract may be exercised concurrently or separately by VirTra without waiver of any of the rights or remedies otherwise existing at law or in equity. In the event of Customer's default, VirTra shall have the right to collect all expenses of collection and recovery, including reasonable attorneys' fees.

8.0 Obligation to Pay. Customer's obligation to pay all charges which shall have accrued during the term of this contract shall survive any termination of this contract.

9.0 Assignment. This contract may be assigned by VirTra to any other party without notice to Customer; provided, however, that any assignee shall be responsible to Customer as set forth in this contract and VirTra shall promptly notify Customer of any such assignment. In such an event, reference to "VirTra" in this contract shall be deemed to be a reference to the assignee and such provision shall apply to any subsequent assignment by any assignee. This contract may not be assigned by Customer.

10.0 Governing Law. This contract shall be construed in accordance with Arizona law as if entered into between two parties residing in Arizona and wholly performed within Arizona.

11.0 Notices. Any notice given under this contract (except for routine requests for service) shall be in writing and shall be deemed effective, upon delivery, to the address specified on the contract, or such other address as the parties may provide each other from time to time by written notice.

12.0 Severability; Waiver. In the event that any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, this contract shall be enforced to the maximum extent possible. No waiver of any provision of this contract by either party shall be deemed to be an ongoing waiver of such provision by such party.

13.0 Force Majeure. VirTra shall not be liable for failure to service the Equipment when such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil and military authority, strikes, flood, epidemics, war, riots, delays in transportation and inability due to causes beyond its reasonable control to obtain necessary labor or materials or replacement products or components thereof.

14.0 Entire Agreement. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall be binding on the parties and their respective successors and assigns and shall supersede any additional or conflicting terms of any other document. This contract may not be modified or amended unless agreed to by both parties in writing.

© 2024 by VirTra Inc. All Rights Reserved. VirTra, the VirTra logo are either registered trademarks or trademarks of VirTra in the United States and/or other countries. VirTra Annual Service Plans: Rev APR 2024

Required Documents

The following pages of this Proposal consist of the required signed and notarized documents.

CONFIDENTIALITY NOTICE: This proposal includes data and concepts developed by VirTra and shall be disclosed on a strict need-to-know basis, and only within recipient's organization. Nothing herein shall be duplicated, used, or otherwise disclosed – in whole or in part – for any purpose other than to evaluate this proposal. Acceptance of this proposal is subject to VirTra's final approval.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, and any other documents accompanying or made a part of this RFP.

I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Request for Proposal.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting an RFP for this proposal; no officer, employee or agent of the City of Panama City Beach or of any other proposer interested in said submittal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS: VirTra, Inc.

BY: _____

SIGNATURE

NAME & TITLE, TYPED OR PRINTED: Nicole Nelson, Proposal Manager

MAILING ADDRESS: 295 E Corporate Pl

CITY, STATE, ZIP CODE: Chandler, AZ 85225

TELEPHONE NUMBER: 480-968-1488

EMAIL: NNelson@virtra.com

State of: Arizona

County of: Maricopa

Acknowledged and subscribed before me on the 1 day of August 2023 by Rebecca Valdez, as the Notary of [business] VirTra, Inc.

REBECCA A. VALDEZ
Notary Public - Maricopa County
Commission No. 621084
My Commission Expires
February 14, 2026

Signature of Notary

Notary Public, State of Arizona

Personally Known _____-OR- Produced Identification of: Drivers License

CONFLICT OF INTEREST STATEMENT

Check one:

☒ To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

[ ] The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate, or agent of the Respondent who is also an officer or employee of the City or of its boards or committees.

LITIGATION STATEMENT

Check one:

☒ The undersigned Respondent has had no litigation and/or judgements entered against it by any local, state, or federal entity and has had no litigation and/or judgements entered against such entities during the past ten (10) years.

or

[ ] The undersigned Respondent, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgements entered by or against any local, state, or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: Virtra Inc.

SIGNATURE: Nicole Nelson

NAME: Nicole Nelson

TITLE: Proposal Manager

DATE: July 31, 2024

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgements, may result in disqualification of your proposal.

DRUG FREE WORKPLACE

STATEMENT UNDER SECTION 287.287 FLORIDA STATUTES,
ON PREFERENCE TO BUSINESSES WITH DRUG-FREE
WORKPLACE PROGRAMS

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS which are equal with respect to price, quality and service are received by the OWNER for this PRODUCT and SERVICE, a bid received from a BIDDER that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID a copy of the statement specified in paragraph (1).
4. In the statement specified in paragraph (1), notify that employees that, as a condition of working on the commodities or contractual services that are under BID, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States of any state, for a violation occurring in the workplace not later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

As the person authorized to sign this statement, I certify that this form complies fully with the above requirements.

VirTra, Inc.
NAME OF COMPANY/FIRM

AUTHORIZED SIGNATURE

CONTRACTOR/VENDOR E-VERIFY FORM

PER FLORIDA STATUTE 448.95, CONTRACTORS/VENDORS AND SUB-CONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor/Vendor and its Subcontractors are aware of the requirements of Florida Statue 448.095.
2. The Contractor/Vendor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor/Vendor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor/Vendor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens.
5. All employees hired by Contractor/Vendor on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.
6. The City may terminate this contract on the good faith belief that the Contract or its Subcontractors knowingly violated Florida Statues 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor/Vendor may not be awarded a public contract for at least one year after the date on which this Contract was terminated.
8. The Contractor/Vendor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

Nicole Nelson
~~Authorized Signature~~

Nicole Nelson
Printed Name

Proposal Manager
Title

VirTra, Inc.
Name of Entity/Corporation

STATE OF Arizona
COUNTY OF Maricopa

The forgoing instrument was acknowledged before me by means of ✓ physical presence or _____ online notarization on, this 1 day of August, 2024 by Nicole Nelson (name of person whose signature is being notarized) as the Proposal Mngr (title) of VirTra, Inc. (name of corporation) who is personally known to me or produced Drivers Lic. (type of identification) as identification, and who did/did not take an oath.

REBECCA A. VALDEZ
Notary Public - Maricopa County
Commission No. 621084
My Commission Expires
February 14, 2026

My Commission Expires: 2-14-2026
NOTARY SEAL ABOVE

Rebecca Valdez
Notary Public

Rebecca A Valdez
Printed Name

NON-COLLUSION AFFIDAVIT

STATE OF Arizona

COUNTY OF Maricopa

Nicole Nelson Bing, first duly sworn, deposes and says that he/she is Proposal Manager of Virtra Inc. _____, the party making the forgoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said bidder is not financially interested in or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidders or person, to put in a sham bid or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract, and that all statements contained in said proposal or bid are true; and further, that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this 1 day of August, 20 24

Notary Public

REBECCA A. VALDEZ
Notary Public - Maricopa County
Commission No. 621084
My Commission Expires
February 14, 2026

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS AND SUBMITTED WITH THE BID.

1. This sworn statement is submitted to the City of Panama City Beach

   by Nicole Nelson

   for Bid No.: PCB24-35

   whose business address is:

   295 E Corporate pl, Chandler, AZ 85225

   and (if applicable) its Federal Employer Identification Number (FEIN) is

   93-1207631

   (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state of federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, or any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

   I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
   (a) A predecessor or successor of a person convicted of a public entity crime, or
   (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Section 287-133(1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract led by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in active management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [Indicate which statement applies.]

   _X_ Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

   _____ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

   _____ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287-133, Florida Statutes, that it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vendor list. [Attach a copy of the final order.]

6. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287-133(2)(a) of the Florida Statutes which read as follows:

   > "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Bidder, supplier, sub-Bidder, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287-017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: Nicole Nelson

Print Name: Nicole Nelson

Its: Proposal Manager for Vitra

Sworn to and subscribed before me this 1 day of August, 2024

Personally know _____ OR Produced Identification Drivers License

Notary Public – State of Arizona

My commission expires: Feb. 14, 2026

Rebecca A Valdez

[printed, typed, or stamped Commissioned Name Of Notary Public]

REBECCA A. VALDEZ
Notary Public - Maricopa County
Commission No. 621084
My Commission Expires
February 14, 2026

[END OF PUBLIC ENTITY CRIMES]

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
VirTra, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
295 E. Corporate Place

Requester's name and address (optional)

6 City, state, and ZIP code
Chandler, Arizona 85225

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
9 3 - 1 2 0 7 6 3 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 11/7/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXHIBIT B

City of Panama City Beach

Cellular Service Insurance

SECTION 1: STANDARD INSURANCE COVERAGES

- Subcontractor | vendor must obtain and maintain the minimum insurance coverages and limits this Exhibit requires from the earlier commencement of work or the effective date of the subcontract/vendor order unless higher limits or additional coverages are mandated by the Subcontract | vendor order or Owner Contract. The Subcontractor | vendor is responsible for ensuring that the required coverages are in place and that any deficiencies in the insurance provided will not excuse them from fulfilling their obligations. The following coverages are required:

1.1 COMMERCIAL GENERAL LIABILITY	Insurance Required:	YES	For GC & Subcontractors
	Coverage		Minimum Limits
	Per Occurrence		$1,000,000
Gen Agg is: Per Project	General Aggregate		$2,000,000
	Products-Completed Operations Aggregate		$2,000,000
	Personal & Advertising Injury		$1,000,000

POLICY FORM OR EQUIVALENT

- The required insurance coverage should be Commercial General Liability Insurance (CGL), written using ISO form CG 00 01 published on or before 10/01, or an earlier ISO edition occurrence form with similar provisions. The insurance coverage must cover the following hazards: (a) Construction Operation, (b) Subcontractors and Independent Contractors, (c) Products and Completed Operations, and it must also apply to the Additional Insured. Completed Operations coverage should remain in effect from the date of completion of the Scope until the expiration of the statute of repose of the State where the Project is located.
- The insurance policy should include:

(1) Contractual Liability coverage is sufficient to fulfill the Subcontract | Vendor order requirements. It should also include defense costs and attorney's fees assumed under the contract, which shall be payable in addition to the limit of liability. (2) Personal Injury Liability, with the standard contractual and employee exclusions deleted. (3) Notice and Knowledge of Occurrence. (4) No subsidence exclusion should be included in the policy.

ENDORSEMENTS REQUIRED - *or substantial equivalent*

Type	ISO's	Edition Dates or Prior
- Additional Insured	CG 11 85 or CG 20 10 & CG 20 37	12 19
- Waiver of Subrogation	CG 24 04	12 19
- Primary & Non Contributory	CG 20 01	12 19
Per Project Aggregate	ISO's CG 25 03	Any
Forms and Endorsements Pages	Listing all endorsements and exclusions	All

PROHIBITED EXCLUSIONS OR RESTRICTIONS - *or substantial equivalent*

Type	ISO's	Edition Dates or Prior
- Exclusion	CG 22 94 or CG 22 95	10 01
- Exclusion	No residential exclusions	
- Classification Limitation Endorsements	Remove any related endorsement	

- The insurance coverage must include bodily injury, property damage, broad form contractual liability, premises liability, independent contractors, and no residential or demolition exclusion. Additionally, it should cover blanket contractual liability, including tort liability of another, assumed in a contract, cross liability for additional insureds, and no subsidence exclusion. The obligations of defense or indemnification, including those assumed under the contract, should also be included. It's important to note that this insurance coverage should not limit or exclude coverage for work performed by subcontractors.

1.2 COMMERCIAL AUTO LIABILITY	Insurance Required: YES	For GC & Subcontractors
	Coverage	Minimum Limits
	Combined Single Limit (CSL)	$1,000,000

- The form to be used is ISO's CA 00 01 or its equivalent.

- Subcontractor | Vendor must have liability coverage (Symbol 1) for all owned, rented, hired, or borrowed autos and mobile equipment subject to compulsory insurance, financial responsibility laws, or other motor vehicle insurance laws.

- If hauling of hazardous waste is part of the Scope, Automobile Liability Insurance with a $1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).

1.3 WORKER'S COMPENSATION	Insurance Required: YES	For GC & Subcontractors
Statutory Limits	Employers Liab - Part B	Minimum Limits
	Each Accident	$500,000
	Disease - Each Employee	$500,000
	Disease - Policy Limit	$500,000

- Worker's Compensation Insurance and Employer's Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Worker's Compensation laws of any applicable jurisdiction in which the Scope is to be performed.

ENDORSEMENTS REQUIRED - *or substantial equivalent*

Type	NCCI	Edition Dates or Prior
- Waiver of Subrogation	WC 00 03 13	04 84
- Alternate Employer Endorsement	WC 00 03 01 A	02 89
- Worker's Comp Declaration Page	Showing all states coverage applies	

COVERAGE TERMS & CONDITIONS

- USL&H | Jones Act | Endorsement – where applicable

- Employers Liability/Stop Gap Liability if work is performed in Washington, Wyoming, Ohio, North Dakota, or the Commonwealth of Puerto Rico.

- For the attainment of Worker's Compensation in monopolistic states and Puerto Rico, coverage must be secured through the state fund of that State.

- The certificate must identify that coverage applies in the State where the Project is located.

1.4 UMBRELLA LIABILITY	Insurance Required YES	For General Contractors
	Coverage	Minimum Limits
	Per Occurrence/Aggregate	$1,000,000

UNDERLYING INSURANCE COVERAGE

- All coverages and terms required under the Commercial General Liability, Automobile Liability and Employers Liability (sections 1.1, 1.2, and 1.3 above) must be included on the Umbrella Liability policy

COVERAGE TERMS & CONDITIONS

- Defense Cost	Duty to Defend
- Drop Down Provision	Required for the Umbrella to drop down over the reduced or exhausted underlying policy aggregate
- Primary Coverage	Umbrella or Excess Policy to primary to the Contractors general & automobile liability policies

- Higher limits may be required by contractor | vendor or Owner on a project by project basis.

1.5 LEASED EMPLOYEE LIABILITY	Insurance Required	YES	GC & Subcontractors Leasing Employees

- If the subcontractor | vendor leases one or more employees through a payroll, employee management, or other company, they must obtain workers' compensation and employer's liability insurance directly. This insurance should be written on the "Minimum Premium" or "If Any" policy form. Additionally, the workers' compensation and employer's liability coverage provided to the leased employees by the payroll, employee management, or other company must be demonstrated and include an Alternate Employer/Leased Employee Endorsement, naming the Subcontractor or Vendor as the alternate employer. The employer's liability must be included in the umbrella/excess liability (except in states where employer's liability is unlimited) and scheduled accordingly.

1.6 PROPERTY INSURANCE	Insurance Required	YES	GC & Subcontractors

- The subcontractor | vendor is required to have property insurance coverage for any tools and equipment they own, lease, or use while performing their work. The insurance must cover equipment, materials, and supplies that are stored off-site or in transit to the project site and will be incorporated into the project.

1.7 E&O & Cyber Liability	Insurance Required:	YES	Design Professionals
Policy is Per: Claim	Coverage		Minimum Limits
Prime Design Professional	Per Claim / Aggregate		$250,000 / $500,000
Low Tier Design Professional	Per Claim / Aggregate		$250,000 / $500,000

- Subcontractor | vendor companies are required to have Professional Errors & Omissions and Cyber Liability Insurance that covers liability for any claims arising from errors, omissions, or acts of any entity they are legally responsible for providing professional services to. This policy should be primary and non-contributory, and the insuring agreement should clearly state that it will pay on behalf of the Subcontractor. The policy should be effective from the commencement date of all professional activities in connection with the project, including retroactively if applicable. The coverage should be maintained for three years following final acceptance of the project.

- In Cyber and Professional Liability Insurance, the term "Prime Design Professional" refers to a systems architect or software engineer who offers professional services directly to our company under a contract. On the other hand, "Sub-Design Professional" refers to an systems architect or software engineer who provides professional services directly or indirectly to a Prime Design Professional in relation to the project. It's worth noting that a Prime Design Professional is considered a Contractor/Subcontractor, while a Sub-Design Professional is regarded as a Sub-subcontractor.

- Coverages shall not include exclusions or other limitations related to the scope of services, project completion delays, or cost overruns, mold, fungus, asbestos, pollutants or other hazardous substances.

GENERAL INSURANCE REQUIREMENTS

Additional Insured

- The insurance required by this Exhibit (excluding only Worker's Compensation Insurance and Professional Liability Insurance) must name the Indemnified Parties as Additional Insureds and any other parties required by the Owner Contract. This insurance should be primary and non-contributory to any insurance maintained by the Indemnified Parties, Additional Insureds, or other parties required by the Owner Contract and should be stated on the Certificate of Insurance provided by the Subcontractor. Endorsement or policy language should be provided as evidence of Additional Insured and Primary and Non-Contributory coverage must be provided with the certificate of insurance for General Liability.

Waiver of Subrogation

- The subcontractor | vendor is required to maintain all necessary insurance coverages, which must include a waiver of any right of subrogation of the insurers against Indemnified Parties and Additional Insureds, as well as their respective assigns, subsidiaries, affiliates, employees, insurers, and underwriters. This waiver also applies to any right of the insurers to any set-off, counterclaim, or deduction, whether by attachment or otherwise, concerning the liability of any person insured under any policy, except for Workers Compensation, where permitted. If any of the Indemnified Parties and Additional Insureds are partially or wholly self-insured, then the waiver of subrogation shall apply as if their insurance covered them.

Sub-Subcontractors

- Subcontractor must ensure that any lower tier sub-subcontractors performing work under the Contract maintain insurance coverage comparable in form and amount to what this Contract requires. The Subcontractor must also provide evidence of such insurance coverage to the Contractor before the sub-subcontractors begin their work. If specific trades require different insurance coverage, the Contractor must give prior approval.

Insurer Requirements

- For the insurance coverage required in this Exhibit, each insurer must be a licensed admitted insurer authorized to provide coverage in every state where any part of the Scope is performed. The insurer must have an AM Best rating of "A-VI" or higher and be acceptable to the contractor | vendor.

Notice of Cancellation

- All insurance coverages required by this contract shall contain a provision that the coverage afforded hereunder cannot be canceled, non-renewed, allowed to lapse, or have any restricted modifications added unless at least Thirty Days (30) days prior written notice has been given.

Acknowledgement of Referral of this provision to the Subcontractor's Insurance agent or Broker

- The contractor represents that it has provided a copy of the "Insurance Requirements" to his agent or broker, and the subcontractor has instructed the agent or broker to provide insurance in full compliance with the terms and conditions herein.

Insurance Policy | Endorsement Review

- The contractor and owner can request copies of all insurance policies. These policies cannot have unacceptable exclusions to the contractor and owner. The insurance carrier must certify that the policies are accurate and complete if requested. The contractor and owner have the sole discretion to reject any exclusions that are unacceptable to them. Reviewing and approving insurance policies does not waive any rights created by or provisions contained in the Exhibit, even if they differ from the policies.

Breach of Insurance Agreement

- If the subcontractor or vendor fails to obtain and maintain the required insurance coverages as stated in this Exhibit or any other attachment, it will be considered a significant violation of the subcontractor or vendor order. In such cases, in addition to any other remedies and rights mentioned in the subcontractor or vendor order, the contractor or owner may terminate the subcontractor or vendor for default, or they may purchase the coverage and back-charge the premium and associated costs to the subcontractor or vendor. Furthermore, any of the indemnified parties or additional insureds may require the subcontractor or its subcontractors to pay for all attorney's fees, expenses, and liability in case of any claim or lawsuit for which coverage would have been provided under the subcontractor or vendor's insurance program, but for a breach by the subcontractor or vendor or any of its subcontractors. The insurers of the entities that were supposed to be included as additional insureds are third-party beneficiaries of the insurance procurement obligation and have the same rights against the breaching party as the indemnified parties or additional insureds to the extent of their respective interests.

Signature: John Givens (Aug 1, 2024 14:07 EDT)

Email: jgivens@virtra.com

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Keith Meyerl, Parks & Recreation	***2. MEETING DATE:*** October 10, 2024

3. REQUESTED MOTION/ACTION:

Approve a task order with George & Associates, Consulting Engineers, Inc. for design services for the Lyndell Center Parking Lot Rehabilitation project in the total amount of $37,427.00.

4. AGENDA:

CONSENT AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes

Detailed Budget Amendment Attached: No
Is Business Impact Statement Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Attractive Community
Quality of Life
Public Safety

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

This request is for engineering services for the rehabilitation of the parking lot at the Lyndell Conference Center located at 423 Lyndell Lane. This section of the parking lot serves the users of both the Lyndell Conference Center, which is used for recreational classes, public and private rentals, the pickleball courts, and the Oatfield Building/Senior Foundation. The shared parking lot currently has 78 spaces on approximately 1.2 acres of land. Current conditions of the parking lot are faded asphalt, filled potholes, cracking, and an area of depression that holds water. The design services include surveying, geotechnical investigation, design, preparation of construction drawings, and bid assistance. The parking lot rehabilitation will maximize the number of parking spaces and provide a more level surface with improved safety and overall appearance. This capital project is included in the Recreation Department's FY25 budget. A sketch of the area to be resurfaced is attached, along with the task order, and letter detailing the scope of services.

Staff recommends approval.

Res 25-03.George Assoc.Design Lyndell Parking Lot Rehab Task Order.pdf
Exh A.George Assoc.Task Order.NTP.Lyndell Parking Lot Rehab.signed.pdf
Scope of Services.LyndellParkingLotRehabProject.pdf
Lyndell Center Parking Lot Rehab Project Drawing.pdf

RESOLUTION NO. 25-03

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A TASK ORDER WITH GEORGE & ASSOCIATES, CONSULTING ENGINEERS, INC. FOR DESIGN SERVICES FOR THE LYNDELL CENTER PARKING LOT REHABILITATION PROJECT IN THE TOTAL AMOUNT OF $37,427.00 PLUS REIMBURSABLE EXPENSES.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Combined Task Order and Notice to Proceed 25-01-PR to its Master Services Agreement dated December 28, 2021, with George & Associates, Consulting Engineers, Inc. for Design Services for the Lyndell Center Parking Lot Rehabilitation Project in the total amount of Thirty-Seven Thousand Four Hundred Twenty-Seven Dollars and No Cents ($37,427.00) plus reimbursable expenses, in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ____ day of October, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. 25-01-PR DATE. 10/10/2024

Reference is made to that certain MASTER SERVICES AGREEMENT BETWEEN CITY OF PANAMA CITY BEACH AND GEORGE AND ASSOCIATES ENGINEERING, INC. RELATING TO PROFESSIONAL ENGINEERING SERVICES FOR GENERAL DESIGN, SURVEY PERMITTING AND CONSTRUCTION ADMINISTRATIVE SERVICES, dated December 28, 2021, (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Engineer agrees to perform the specific tasks set forth upon incorporated Attachment A, Scope of Services, relating to Lyndell Center Parking Rehabilitation.

Engineer's compensation shall be paid in monthly Installments as specified in the Agreement. Architect's total compensation for the services to be provide under this Task Order shall be determined as follows:

Engineer's total compensation shall be (check one):
_X_ a stipulated sum of $ 37,427.00 ; or
____ a stipulated sum of $_____ plus one or more specified allowances listed below which may be authorized in writing by the City Manager or his designee,
Allowance of $ _____ for _____, and
Allowance of $ _____ for _____; or
____ a fee determined on a time-involved basis with a maximum cost of $_____;

as set forth upon incorporated Attachment B, Fee Breakdown, and shall be paid in monthly installments as specified in the Agreement.

Work shall begin on October 14, 2024, and shall be completed within 126 calendar days. The date of completion of all work is therefore February 17, 2025. Liquidated delay damages, if any, are set at the rate of $ 0.00 per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Engineer and City, Engineer is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

GEORGE & ASSOCIATES CONSULTING ENGINEERS, INC.

By: Robert Lee Date: 10/1/2024

CITY OF PANAMA CITY BEACH, FLA.

ATTEST:

By:_____ Date:_____
City Manager

_____
City Clerk

George & Associates
Consulting Engineers, Inc.

Revised September 20, 2024

Ms. Lillian Mulligan
Public Works Engineer
City of Panama City Beach
116 South Arnold Road
Panama City Beach, FL. 32413

Re: Lyndell Center Parking Lot Rehabilitation
423 Lyndell Lane, Panama City Beach

Dear Ms. Mulligan;

George & Associates, Consulting Engineers, Inc. appreciates this opportunity to provide a fee proposal for the civil engineering services for the parking lot rehabilitation of the Lyndell Center located at 423 Lyndell Lane, Panama City Beach. The tasks include two submittals, a Conceptual Plan and Final Construction documents. George & Associates, Consulting Engineers, Inc understand the following tasks are required as part of the scope of services.

A. CONCEPTUAL SUBMITTAL

1. The CONSULTANT will complete a conceptual submittal that will be provided to the Public Works and Parks & Recreation Department for review and discussion. The task will include the following items:
    - Kick-Off Meeting (Virtual) with Public Works and Parks and Recreation to understand concerns or provide comments prior to development of the conceptual site plans.
    - Based upon input from the kick-off meeting the CONSULTANT will provide up to three conceptual site plans providing alternative parking layouts. Conceptual Plans will identify milling, resurfacing, pavement reconstruction and minor grading & drainage improvements.
    - Provide Opinion of Probable Cost for each alternative.
    - Virtual Meeting to discuss recommendations within the Conceptual Submittal.
    - Complete five (5) pavement cores within existing parking lot. Pavement cores will provide the following data: Asphalt thickness and type, base thickness and material, subgrade thickness and ASSHTO classification. Establish seasonal high and static groundwater elevations if applicable. Provide the existing asphalt structural number and provide recommendations.

- Provide site specific topographical survey of the proposed site improvements. Topographical survey will include establishing the building finished floor elevation, location of the asphalt and concrete paved areas, existing pavement markings and signage and existing known utilities.

$ 22,741.00

B. BASIC SERVICES – CONSTRUCTION DOCUMENTS

Based upon final comments and a preferred parking plan, the CONSULTANT will prepare final construction plans. Final design will include asphalt restoration, minor grading improvements, striping, pavement markings and signage. The design plans must adhere to the City of Panama City Beach's Land Development Code, FDOT Standard Specifications for Road and Bridge Construction, FDOT Greenbook and compliance with ADA requirements. The Construction Documents will include the following plans sheets:

Client /Project Coordination and Quality Assurance/Quality Control. ***$ 1,700.00***

Prepare and develop General Notes Plan Sheet. ***$ 558.00***

Prepare Sedimentation & Erosion Control Plan (SECP) SECP will identify and address the required on-site control measures to treat and manage sediment runoff during the construction phase of the project. ***$ 492.00***

Develop and prepare Construction Stakeout and Geometry Plan. The Construction Stakeout and Geometry Plan will provide dimensions, radius, coordinates, and control points to properly stake out the proposed site improvements during the construction phase. ***$ 492.00***

Prepare and develop detailed Site/Pavement Restoration Plan. The pavement restoration plans will include milling, resurfacing, pavement removal/replacement and minor grading. ***$ 6,101.00***

Prepare and develop signage & pavement marking plan. ***$ 1,489.00***

Prepare and develop construction details. ***$ 1,489.00***

Final Opinion of Probable Cost. ***$ 625.00***

Contract Documents and specifications. ***$ 1,740.00***

B. Basic Services- Construction Documents ***$ 14,686.00***

Deliverables:

*Site Specific Survey	35 calendar days from NTP
*Geotechnical Investigation	35 calendar days from NTP
Conceptual Submittal	35 calendar days from receipt of survey & geotechnical report
Owner Review Conceptual Submittal	21 calendar days from receipt of Conceptual Submittal
Construction Documents	35 calendar days from owner review comments of conceptual submittal.

*Site Specific survey and geotechnical report will be completed concurrently

Consultant Fee Summary:

A.	**CONCEPTUAL DESIGN**	**$ 22,741.00**
B.	**CONSTRUCTION DOCUMENTS**	**$ 14,686.00**
	Fees:	**$ 37,427.00**

- Reimbursable Expenses include cost regarding the reproduction of construction plans, specifications and mileage.
- Invoices will be submitted monthly based upon the percentage of completion.
- We do not anticipate any permit will be required for this project.
- Post design services - TBD

From time to time there are miscellaneous tasks that may be needed. These cannot be predicted at this time but could include things such additional meetings or other items, which may evolve during Task 1. This will be handled under a Miscellaneous Tasks category. You will authorize the work prior to commencing.

Principal	$ 270.00 per hour
Project Manager	$ 180.00 per hour
Project Engineer	$ 120.00 per hour
Graduate Engineer	$ 105.00 per hour
Designer	$ 93.00 per hour
Graphic Illustrator	$ 80.00 per hour

The above referenced design fees do not include following items:

- Reimbursable Expenses include cost regarding the reproduction of construction plans, specifications and mileage.
- Invoices will be submitted monthly based upon the percentage of completion.
- We do not anticipate any permit will be required for this project.
- Post design services - TBD

If in agreement, please sign below and return or fax (850) 521-03441. We look forward to having the opportunity of working with you on this project.

Sincerely,



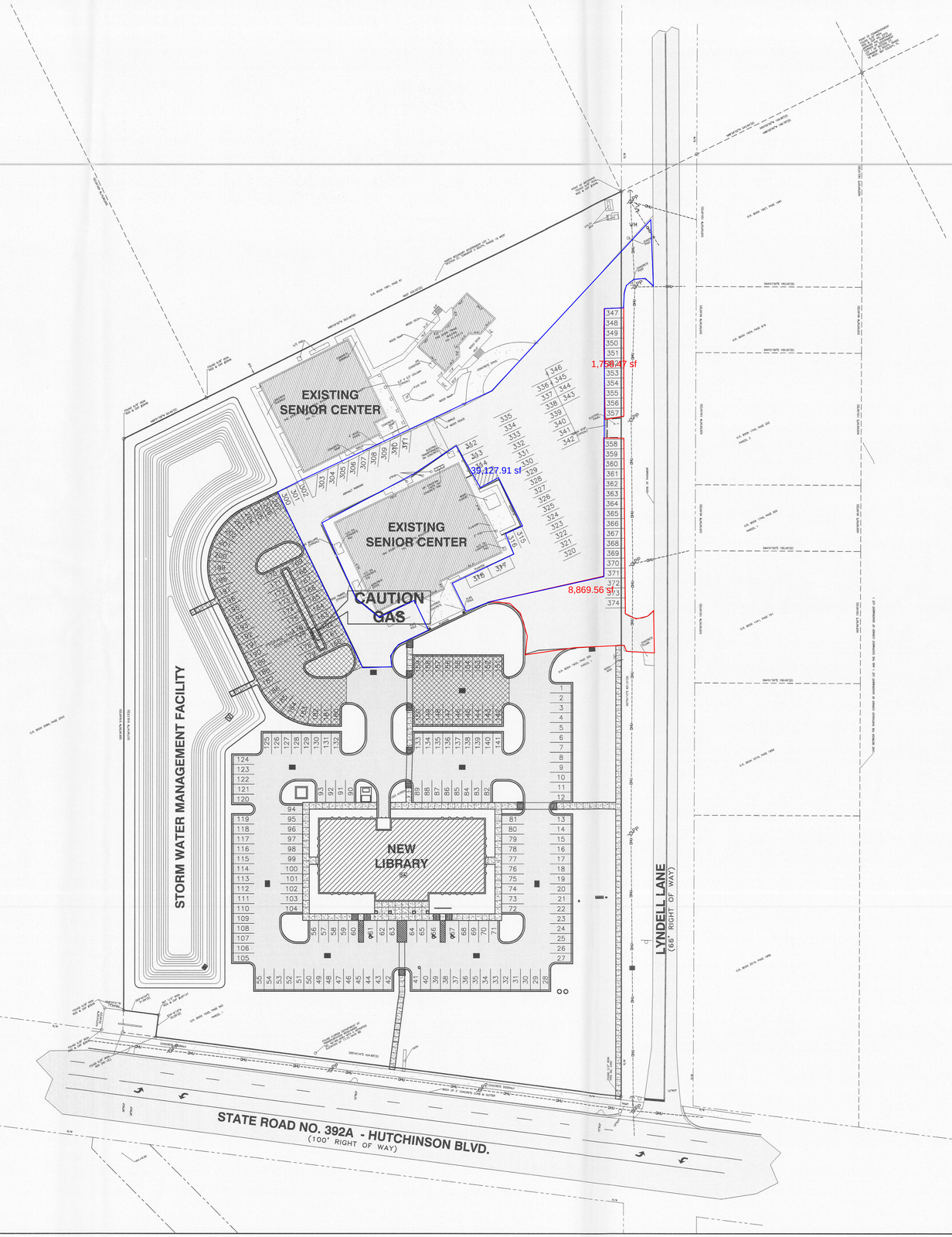
Robert D. George, PE

_____

Signature: Date:

File: W:\G&AProposals2024\Panama City Beach\Lyndell Center Park Lot Rehabilitation\LyndellCenterParkingLotRehabilitation_0902024.docx

McNEIL CARROLL
SCALE
1" = 50'



PARKING SPACE SCHEDULE				
NO.	ANGLE	WIDTH	DEPTH	NOTES:
1-60	90°	9	20	
61	90°	12	20	W/ DRIVERS SIDE 5' WIDE AISLE
62-65	90°	9	20	
66	90°	12	20	W/ PASSENGERS SIDE 5' WIDE AISLE
67	90°	12	20	W/ DRIVERS SIDE 5' WIDE AISLE
69-207	90°	9	20	
300-374	---	---	---	EXISTING SENIOR FACILITY PARKING

ALL PARKING STALLS SHALL BE 4" WHITE STRIPING ON ASPHALT AND 4" YELLOW ON CONCRETE.
HANDICAP SIGNAGE AND STRIPING SHALL BE TO STATE AND CITY CODE.
LANE SEPARATION LINES SHALL BE 6" WIDE.

REQUIRED PARKING CALCULATION			
PROPOSED USE	PARKING REQUIREMENT	SQUARE FOOTAGE/UNITS	SPACES REQUIRED
LIBRARY	3.333 PER 1000 SQ. FT	10,748 SQUARE FEET	36
		LIBRARY FACILITY PARKING =	207
		EXISTING FACILITY PARKING =	74
		TOTAL PARKING PROVIDED =	281

1 PAVEMENT AND CURBING DEDUCTIVE ALTERNATE

PERMIT PURPOSES ONLY

OVERALL SITE PLAN
PANAMA CITY BEACH LIBRARY
HUTCHINSON BLVD
PANAMA CITY BEACH, FLORIDA

SCALE: SHOWN
DESIGNED BY: RLC
DRAWN BY: RJS
REVIEWED BY: RLC
ISSUE DATE: 2/16/2009
CF/D: 10989E01
NOT RELEASED FOR CONSTRUCTION BY:
DATE:

McNEIL CARROLL ENGINEERING, INC.
Professional Engineering Consultants
17800 Panama City Beach Parkway
Panama City Beach, Florida 32413
Phone: 850-234-1730
Fax: 850-234-1731
STATE OF FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 7288

NO.	DATE	BY	REVISIONS
01	12DEC08	RJS	REVISIONS PER NWFWMD COMMENTS
02			
03			
04			
05			

Sean D. McNeil, P.E. PROFESSIONAL ENGINEER FL LC # 49303
Robert L. Carroll, P.E. PROFESSIONAL ENGINEER FL LC # 57988
Jonathan M. Sklarski, P.E. PROFESSIONAL ENGINEER FL LC # 67361

2/17/09

SHEET NUMBER 2 OF 15

10989B -- PANAMA CITY BEACH LIBRARY

\\10989B - PCB LIBRARY\DWG\10989E01.DWG 2/16/2009 4:43 PM
© McNEIL CARROLL ENGINEERING, INC. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR UTILIZED IN ANY FORM WITHOUT PRIOR WRITTEN AUTHORIZATION OF McNEIL CARROLL ENGINEERING, INC.

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Lynne Fasone, Administration	October 10, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends approval of Resolution No. 25-04 consenting to temporary road closures of portions of Front Beach Road, Thomas Drive, South Thomas Drive and Joan Avenue.

4. AGENDA:

CONSENT AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A
Is Business Impact Statement Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety
Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The 26th annual Visit Panama City Beach IRONMAN Florida event will take place the weekend of November 2, 2024 from 11:00 a.m. to 11:00 p.m. The Event necessitates closure of all vehicular traffic on Thomas Drive from South Thomas to Joan Avenue, and eastbound traffic on South Thomas Drive from Thomas Drive to Front Beach Road, and Front Beach Road from South Thomas Drive to Pier Park Drive.

While the City Manager is authorized to close City roads, Council action is necessary to indicate its consent to the closure of roads on the State Highway System.

Staff recommends approval.

Res 25-04.Ironman Road Closures for Nov 2024.pdf
Ironman Road Closure Description.pdf

RESOLUTION NO. 25-04

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO THE 26th ANNUAL VISIT PANAMA CITY BEACH IRONMAN FLORIDA EVENT; CONSENTING TO THE TEMPORARY CLOSURE OF PORTIONS OF FRONT BEACH ROAD AND THOMAS DRIVE ON SATURDAY, NOVEMBER 2, 2024, FOR THE EVENT AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE RESOLUTION.

WHEREAS, Visit Panama City Beach is hosting the 26th Visit Panama City Beach IRONMAN Florida Event (the "Event") on Saturday, November 2, 2024, and

WHEREAS, the Event necessitates temporary closure of state and city roads within the corporate City limits.

NOW THEREFORE, **BE IT RESOLVED** by the City of Panama City Beach that the City hereby consents to the closure to vehicular traffic of portions of the following City and state roads to accommodate the Event from 11:00 a.m. until 11:00 p.m. on Saturday, November 2, 2024:

a. A portion of the eastbound lane on Front Beach Road from Pier Park Drive to South Thomas Drive;
b. All vehicular traffic on Thomas Drive from South Thomas Drive to Joan Avenue.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this_____day of October, 2024.

CITY OF PANAMA CITY BEACH

By _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

Visit Panama City Beach
IRONMAN FLORIDA

TO: Panama City Beach City Manager
FROM: Visit Panama City Beach IRONMAN Florida
SUBJECT: Thomas Dr. Lane Closure Request

August 31, 2024

November 2, 2024, the 26th annual Visit Panama City Beach IRONMAN Florida will take place at 600 Pier Park Drive, P.C.B., Florida. The run course starts and ends at Pier Park and travels along Front Beach Road, South Thomas Drive, and Thomas Drive. We request a lane closure on Thomas Drive between South Thomas Drive and Joan Ave for the run course. The south side lane on Thomas Drive is used for runners to and from Pier Park from 9 AM - 11 PM Nov. 2, 2024. Our traffic control personnel will set up counter flow traffic to flow normally using the center lane on Thomas Dr. for east bound traffic. We have been using this lane for the events entirety without any problems. Law enforcement personnel are posted at the intersections controlling traffic throughout the event.

Please feel free to contact me for any further questions you may have.
Thank you for your consideration with this matter.

Respectfully,

Benjamin H. Rausa Jr.
Race Director
IRONMAN Florida
IRONMAN 70.3 Gulf Coast
Ben.rausa@ironman.com 850-774-6221

IRONMAN FLORIDA

PART OF THE VINFAST UNITED STATES SERIES

HOKA FLY HUMAN FLY

RUN COURSE
26.2 MILES / 2 LOOP
PANAMA CITY BEACH, FLORIDA



COPYRIGHT © WORLD TRIATHLON CORPORATION. ALL RIGHTS RESERVED.

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Julie Roeder, Administration	October 10, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends review and approval of Resolution No. 25-05.

4. AGENDA:

CONSENT AGENDA

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes

Detailed Budget Amendment Attached: N/A
Is Business Impact Statement Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Financial Health
Quality of Life
N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

In August, 2022, the City's competitively procured insurance coverage for dental, vision, life, disability, and worksite products. Based on the RFP process, Resolution No. 23-14 was approved by the City Council in October 2022 to enter in agreements with carriers to the purchase of ancillary Insurance. The agreements were for initial one year terms effective January 1, 2023 with three additional one-year renewal options. Dental, short-term disability and voluntary benefits of vision, hospital indemnity, accident, and critical illness had two-year rate guarantees, while life, AD&D, long-term disability, identity theft and legal shield had three-year rate guarantees.

These benefits are acquired by the City for the benefit of employees who avail themselves of the coverage. The individual premiums for each coverage are deducted for each employee electing to receive that coverage. However, because the City is ultimately responsible for the premium, we have elected to seek Council approval for all of these coverages.

The City's two-year rate guarantee with Humana runs through December 31,2024. The City received a renewal from Humana for dental and vision insurance with a no rate increase, plus a two-year rate guarantee for vision insurance. The monthly rates for dental and vision through Humana are listed below. Total cost will be dependent on enrollment, but estimates are provided based on current enrollment. The City pays 100% of the employee only cost for dental. Vision insurance is an optional coverage where employees bear 100% of the cost.

Tier	Dental	Vision

Employee	$27.48	$5.24
Employee/Spouse	$62.33	$10.50
Employee/Children	$76.79	$9.97
Family	$114.96	$15.67

Based on current enrollment, the estimated annual premium is $206,496 for Humana Dental Plans and $26,618 for Humana Vision Plan.

The City's short-term disability insurance is through Minnesota Life Insurance Company. The City's two-year rate guarantee with Minnesota Life runs through December 31, 2024. The City received a renewal from Minnesota Life for short-term disability insurance with no rate increase; the monthly rate would remain at $.299 per $10 of weekly benefit. Based on current enrollment, the estimated premium is $99,911.81 for short-term disability insurance.

The City's two-year rate guarantee with Allstate for hospital indemnity, accident coverage, and critical illness runs through December 31, 2024. The City continues to have an additional one-year rate guarantee for identity theft protection and US legal services also offered through Allstate. The City received a renewal from Allstate for current insurance coverages with no rate increase; although, with that said critical illness insurance rates are based upon employee elected benefit and age. Allstate coverage is an optional coverage where employees bear 100% of the cost. Based on the current enrollment, the estimated annual premium through Allstate is $14,210 for hospital indemnity, $23,272 for accident coverage, and $14,505 for critical illness.

Staff recommends approval of these insurance renewals through the City's current insurance carriers and approval for future renewals of insurance lines under previously approved under Resolution No. 23-14 if no rate increases are incurred.

Res 25-05.Renewal of Ancillary Insurance Coverage and Services.pdf
Exhibit A .Proposed Ancillary Renewal Documents.pdf

RESOLUTION NO. 25-05

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE RENEWAL OF ANCILLARY INSURANCE COVERAGE AND SERVICES FROM HUMANA, INC., MINNESOTA LIFE, AND ALLSTATE INSURANCE COMPANY AS MORE PARTICULARY DESCRIBED IN THE BODY OF THE RESOLUTION AND AUTHORIZING ADDITIONAL RENEWALS UNDER THE SAME TERMS AND CONDITIONS.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. The appropriate officers of the City are authorized to renew on behalf of the City those certain insurance coverages and benefits from Humana, Inc. relating to employee dental and vision insurance for the City; Minnesota Life Insurance Company relating to employee short-term disability insurance; and Allstate Insurance Company relating to group accident insurance, employee critical illness insurance, and hospital indemnity insurance, consistent with the rates reflected in Exhibit A, **attached,** as presented to the Council today, and under the terms and conditions approved by Resolution No. 23-14, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The appropriate officers of the City are further authorized to approve additional renewals of insurance coverages and benefits under the rates, terms and conditions approved by Resolution No. 23-14.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of October, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

Dental fully-insured renewal summary

City of Panama City Beach
Group 404252
Renewal date: January 1, 2025

Your current and renewal dental rates

Renewal rates guaranteed through: December 31, 2025

Plan description	Coverage type	Enrollment	Current rate	Monthly premium	Renewal rate	Monthly premium
Plan 1 Traditional Preferred INFS Non-Vol, 100/100/60; periodontics in Basic, endodontics in Basic, $2000 annual maximum; $50 deductible; deductible waived on preventive; child only orthodontia with $1000 lifetime maximum, implant coverage, composite coverage, oral surgery Basic	Employee	269	$27.48	$7,392	$27.48	$7,392
	Employee & Spouse	43	$62.33	$2,680	$62.33	$2,680
	Employee & Child(ren)	22	$76.79	$1,689	$76.79	$1,689
	Family	27	$114.96	$3,104	$114.96	$3,104
	Total	361		$14,866		$14,866
Plan 2 Traditional Preferred U&C Non-Vol, 100/80/50; periodontics in Basic, endodontics in Basic, $2000 annual maximum; $50 deductible; deductible waived on preventive; child only orthodontia with $1000 lifetime maximum, implant coverage, composite coverage, oral surgery Basic	Employee	35	$27.48	$962	$27.48	$962
	Employee & Spouse	8	$62.33	$499	$62.33	$499
	Employee & Child(ren)	4	$76.79	$307	$76.79	$307
	Family	5	$114.96	$575	$114.96	$575
	Total	52		$2,342		$2,342

Humana is committed to addressing the link between oral and overall health through member education and targeted benefits.

You also receive:

EyeMed Vision discount program, where you and your employees can save money with more than 92,800 unique providers at 264,482 access points nationwide including optometrists, ophthalmologists, opticians.

Access anytime to dental benefits information through our automated information line (1-800-233-4013) and **Humana.com.**

Humana group dental plans are offered by Humana Insurance Company, HumanaDental Insurance Company, Humana Insurance Company of New York, The Dental Concern, Inc., Humana Medical Plan of Utah, CompBenefits Company, CompBenefits Dental, Inc., Humana Health Benefit Plan of Louisiana, Humana Employer's Health Plan of Georgia, or DentiCare, Inc. (d/b/a CompBenefits)

Humana

Dental fully-insured renewal summary

City of Panama City Beach
Group 404252
Renewal date: January 1, 2025

Claims and enrollment history

August 1, 2023 - July 31, 2024

Month	Number of procedures	Paid claims	Premium	Total employees
August	151	$10,274.96	$15,113.65	370
September	162	$12,253.80	$15,285.90	375
October	126	$9,902.13	$15,381.36	379
November	160	$11,544.17	$15,441.97	383
December	165	$10,500.12	$15,674.22	387
January	201	$15,130.04	$16,459.73	394
February	215	$12,097.31	$16,608.27	399
March	156	$10,917.13	$17,074.82	411
April	137	$9,758.47	$17,186.46	412
May	204	$13,194.35	$17,449.96	417
June	170	$11,065.39	$17,083.63	409
July	178	$13,032.38	$17,208.01	413

Average Loss Ratio (i.e. Claims divided by Premium)	71.3%

*Data excludes dental HMO/Prepaid products.

Humana

Vision fully-insured renewal summary

City of Panama City Beach
Group 404252
Renewal date: January 1, 2025

Your current and renewal vision rates

Renewal rates guaranteed through: December 31, 2026

Plan description	Coverage type	Enrollment	Current rate	Monthly premium	Renewal rate	Monthly premium
Plan 1						
Vision Plus Employer Sponsored, $10/$15 In Network Exam/Material Copay, $130 In Network Frame Allowance, $130 In Network Contact Lens Allowance, 12/12/24 Exam/Lens or Contact Lens/Frame Frequency Limitation, polycarb for children	Employee	194	$5.24	$1,017	$5.24	$1,017
	Employee & Spouse	58	$10.50	$609	$10.50	$609
	Employee & Child(ren)	17	$9.97	$169	$9.97	$169
	Family	27	$15.67	$423	$15.67	$423
	Total	296		$2,218		$2,218

Humana Vision

It needs to be easy for your employees to get the vision care they need. At home or on the road, your employees will find a provider with convenient hours and locations. And they'll receive substantial savings on eye wear and exams when they visit network providers.

It's important your employees keep their eyes healthy and get routine care. Exams can help prevent vision loss, but also detect more serious diseases in the body such as diabetes, hypertension, multiple sclerosis, and brain tumors.

Humana Vision plans encourage prevention, early diagnosis, and treatment, helping employees stay healthy and possibly prevent permanent vision loss.

Humana group vision plans are offered by Humana Insurance Company, Humana Insurance Company of New York, CompBenefits Insurance Company, CompBenefits Company, or The Dental Concern, Inc.

Humana

Madison National Life Insurance Company

RATE CONFIRMATION

1. Policyholder: City of Panama City Beach
2. Group Number: 33785
3. Insurance Product: Short Term Disability
4. Rate Coverage Period: January 1, 2025 – December 31, 2025

Short Term Disability

Premium Rates:

	Current Rates	Renewal Rates
Coverage	**Monthly rate per $10 of weekly benefit**	**Monthly rate per $10 of weekly benefit**
Short Term Disability	$0.299	$0.299

Julie Roeder

From: Bowden, Rebecca <Rebecca.Bowden@allstate.com>
Sent: Friday, August 16, 2024 3:08 PM
To: Ashley Croxdale
Subject: City of Panama City Beach

This Message originated outside your organization.

Hi Ashley,

Confirming the following Allstate lines under an extended rate guarantee through 12/31/2025.

Group Accident
Group Critical Illness
Hospital Indemnity
Allstate Identity Protection (AIP)
US Legal

Thank you so much for your partnership!

Rebecca

Rebecca Bowden
Senior Sales Executive
Allstate Benefits – *Georgia (SE Region)*
Cell: **404-661-3535**
Email: Rebecca.Bowden@allstate.com

Broker Sales Support Center ABSalesSupportSET@allstate.com
Customer Support: 800-521-3535 or AB-CustomerCare@allstate.com

CITY OF PANAMA CITY BEACH

Humana Dental Plans

1/1/2025 - 12/31/2025

Traditional INFS (MAC)				
Tier	EEs	Total Monthly Rate	ER Cost	EE Cost
Employee	269	$27.48	$27.48	$0.00
Employee + Spouse	43	$62.33	$27.48	$34.85
Employee + Child(ren)	22	$76.79	$27.48	$49.31
Family	27	$114.96	$27.48	$87.48
Total Monthly Cost		**$14,866**	**$9,920**	**$4,945**
Total Annual Cost		**$178,387**	**$119,043**	**$59,344**

Traditional U&C (Open Network Plan)				
Tier	EEs	Total Monthly Rate	ER Cost	EE Cost
Employee	35	$27.48	$27.48	$0.00
Employee + Spouse	8	$62.33	$27.48	$34.85
Employee + Child(ren)	4	$76.79	$27.48	$49.31
Family	5	$114.96	$27.48	$87.48
Total Monthly Cost		**$2,342**	**$1,429**	**$913**
Total Annual Cost		**$28,109**	**$17,148**	**$10,961**

Total Plans Combined				
Tier	EEs	Total Monthly Rate	ER Cost	EE Cost
Total Monthly Cost		**$17,208**	**$11,349**	**$5,859**
Total Annual Cost		**$206,496**	**$136,191**	**$70,305**

City of Panama City Beach

Humana Vision Plan

1/1/2025 - 12/31/2025

Vision				
Tier	EEs	Total Monthly Rate	ER Cost	EE Cost
Employee	194	$5.24	$0.00	$5.24
Employee + Spouse	58	$10.50	$0.00	$10.50
Employee + Child(ren)	17	$9.97	$0.00	$9.97
Family	27	$15.67	$0.00	$15.67
Total Monthly Cost		**$2,218**	**$0**	**$2,218**
Total Annual Cost		**$26,618**	**$0**	**$26,618**

City of Panama City Beach

Securian Life STD

1/1/2025 - 12/31/2025

Ees	Volume	Rate per $10	Monthly Total	Annual Total
375	$278,461	$0.299	**$8,325.98**	**$99,911.81**

CITY OF PANAMA CITY BEACH

Allstate Hospital Indemnity

1/1/2025 - 12/31/2025

Hospital Indemnity				
Tier	EEs	Total Monthly Rate	ER Cost	EE Cost
Employee	33	$17.29	$0.00	$17.29
Employee + Spouse	7	$47.32	$0.00	$47.32
Employee + Child(ren)	4	$19.11	$0.00	$19.11
Family	4	$51.48	$0.00	$51.48
Total Monthly Cost		**$1,184**	**$0**	**$1,184**
Total Annual Cost		**$14,210**	**$0**	**$14,210**

CITY OF PANAMA CITY BEACH

Allstate Accident

1/1/2025 - 12/31/2025

Accident				
Tier	EEs	Total Monthly Rate	ER Cost	EE Cost
Employee	87	$12.69	$0.00	$12.69
Employee + Spouse	8	$21.94	$0.00	$21.94
Employee + Child(ren)	9	$27.35	$0.00	$27.35
Family	12	$34.47	$0.00	$34.47
Total Monthly Cost		**$1,939**	**$0**	**$1,939**
Total Annual Cost		**$23,272**	**$0**	**$23,272**

CITY OF PANAMA CITY BEACH

Allstate Critical Illness

1/1/2025 - 12/31/2025

Critial Illness				
Tier	EEs	Total Monthly Rate	ER Cost	EE Cost
Employee	55	$12.69	$0.00	$12.69
Employee + Spouse	6	$21.94	$0.00	$21.94
Employee + Child(ren)		$27.35	$0.00	$27.35
Family	11	$34.47	$0.00	$34.47
Total Monthly Cost		**$1,209**	**$0**	**$1,209**
Total Annual Cost		**$14,505**	**$0**	**$14,505**

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Julie Roeder, Administration	***2. MEETING DATE:*** October 10, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends review and approval.

4. AGENDA: CONSENT AGENDA	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** Yes Detailed Budget Amendment Attached: N/A Is Business Impact Statement Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Financial Health

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The City's stop loss insurance will expire on January 1, 2025, with One80 Intermediaries. The City completed a Request for Proposal (RFP) in the fall of 2022. The City Council adopted Resolution No. 23-18 for the purchase of stop loss insurance. It provided the City three additional one-year term options with no new lasers and a maximum renewal not to exceed a 50% increase.

The City's Health Insurance is partially self-funded and stop loss insurance acts as a buffer for high dollar claims. This highly specialized insurance product pays claims over $100,000 on employees up to $1,000,000 annually (excluding any lasers). The current proposal contains one existing laser. A laser is when the insurance company identifies a high-risk claimant and raises the minimum threshold the City must pay on the claimant to a predetermined amount. The one existing laser is $290,000 (versus $100,000); thus, the City is responsible for the first $290,000 for one identified claimant.

One80 Intermediaries' renewal is a 9% increase with no new lasers. The estimated amount is $938,612, depending on enrollment.

Staff recommends approval.

Res 25-06.One80 Intermediaries.Renewal of Stop Loss Insurance.pdf
One80 Stop Loss Proposal 10.3.24.pdf

RESOLUTION NO. 25-06

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE RENEWAL OF STOP LOSS INSURANCE FROM ONE80 INTERMEDIARIES, INC. FOR AN ESTIMATED ANNUAL PREMIUM AMOUNT OF $938,612.00.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to renew on behalf of the City those certain insurance coverages and benefits from One80 Intermediaries, Inc., relating to stop loss insurance for the City, in the estimated annual premium amount of Nine Hundred Thirty Eight Thousand Six Hundred Twelve Dollars ($938,612.00), in substantially the form of the quote **attached** as Exhibit A, as presented to the Council today, and under the terms and conditions approved by Resolution No. 23-18, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.
2. The appropriate officers of the City are further authorized to approve additional renewals of insurance coverages and benefits under the rates, terms and conditions approved by Resolution No. 23-18.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this _____ day of October, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

EMPLOYER STOP LOSS PROPOSAL

Prepared for:
City of Panama City Beach
Panama City Beach, FL

Producer:
City of Panama City Beach

Underwriting Contact:
Margaret Dougherty

Marketing Contact:
Justin Cech

Stop Loss Coverage Provided by:
Gerber Life Insurance Company

ONE80 INTERMEDIARIES

Stop Loss Coverage Provided by:
Gerber Life Insurance Company

Insured:	**City of Panama City Beach**		
Claims Administrator:	**Blue Cross Blue Shield of Florida**	Proposal Date: **10/03/2024**	Proposal #: **135188**
Underwriter:	**Margaret Dougherty**	Effective Date: **01/01/2025**	Valid Through: **10/16/2024**
			Expiration: **12/31/2025**

SPECIFIC STOP LOSS BENEFIT

		Option 1
Covered Benefits		**Medical, Rx Card**
Contract Basis		**24/12**
Annual Specific Deductible per Individual		**$ 100,000**
except for		
Member *-**-4167**		**$ 290,000**
Maximum Annual Reimbursement		**Unlimited**
Maximum Lifetime Reimbursement		**Unlimited**
Quoted Rate Per Month	Enrollment	
Single	358	**$ 144.99**
Family	56	**$ 426.67**
Estimated Annual Premium		**$ 909,599**
Quoted Rate(s) includes Commissions of		**10.00%**

AGGREGATE STOP LOSS BENEFIT

		Option 1
Covered Benefits		**Medical, Rx Card**
Contract Basis		**24/12**
Loss Limit Per Individual		**$ 100,000**
Maximum Annual Reimbursement		**$ 1,000,000**
Rate Per Month	Enrollment	
Composite	414	**$ 5.84**
Estimated Annual Premium		**$ 29,013**
Rate(s) includes Commissions of		**10.00%**
Annual Aggregate Deductible		**$ 3,766,140**
Minimum Aggregate Deductible		**$ 3,766,140**
Monthly Aggregate Claim Factors	Enrollment	
Medical , RxCard		
Single	358	**$ 585.01**
Family	56	**$ 1,864.49**

OVERALL COST SUMMARY

	Option 1
Total Annual Fixed Costs	**$ 938,612**
Variable Costs	**$ 3,766,140**
Maximum Annual Liability	**$ 4,704,752**

Rates and Factors subject to attached Qualifications and Contingencies and Plan Document Assumptions

PROPOSAL QUALIFICATIONS AND CONTINGENCIES

• Underwriting reserves the right to modify coverage terms when the participation varies by more than 10% of the quoted or prior enrollment, when a new division is added or deleted from coverage, or when plan and/or network changes occur.

• Specific Advance is included.

• This proposal assumes utilization of the proposed plan designs and continuing utilization of the existing BCBS PPO network.

• This proposal is based on covering Retirees. Medicare will be primary for retirees age 65 and older, regardless of whether or not the person has enrolled in all parts of Medicare when eligible .

• Aggregate terms are based upon paid claim and enrollment information through 8/31/2024.

• A complete 12 month aggregate report is required within 20 days of the conclusion of the prior policy period. Recalculation of aggregate factors will be required retroactive to the effective date if it is determined that the average of the last two (2) months of aggregate claims exceed the average of the first ten (10) months by 10% or more.

• Vendor fees for negotiations of any claim greater than $15,000 are subject to carrier review. Failure to provide this data will result in claim denial of vendor fees.

• Vendor fees are limited to 25% of true savings.

• Proposal is based on a minimum of 75% participation of "net" eligible employees. "Net eligible" is total eligible employees minus those eligible employees with credible coverage elsewhere.

• For any claimant on a transplant list or being evaluated for a transplant, please provide network and facility selected and case rate for transplantation if already negotiated.

• THIS PROPOSAL INCLUDES A NO NEW LASER WITH A MAXIMUM RATE CAP of 50% AT RENEWAL.

• This is a firm proposal that will expire after 10/16/2024.

• This proposal assumes that Member ***-**-6349 will have primary coverage through Medicare parts A and B as of 12/1/2023. If this assumption is not correct, underwriting will reserve the right to reevaluate the proposed renewal terms.

Initial next to the selected proposal option:

	Option 1
Specific	
Aggregate	

The Premium and Aggregate Deductible are based on the data submitted. Any inaccurate or incomplete data submitted may require changes at final underwriting. We will not be bound by any typographical errors or omissions contained herein.

Date: _____ By: _____
Agent of Record or Administrator

This proposal expires if applications are not requested before the vaid through date.

ONE80 INTERMEDIARIES
Instructions for Completing the Attached Disclosure Form

HIPAA Privacy permits the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Plan Sponsor as part of "health care operations". One80 Intermediaries and the Carrier (hereinafter "we" or "us") shall use the information provided solely for the purpose of evaluating the acceptability of this risk and shall not disclose any PHI collected except in performing this risk evaluation.

We will rely upon the information provided on the attached disclosure form, which will become part of the application for stop loss coverage. The purpose of the form is to allow us to take underwriting action on all known individuals in the categories listed below. It is the Plan Sponsor's responsibility, either directly or through their designated representative to accurately report all claims known as of the date of this disclosure by making a thorough review of all applicable records. Such records shall include historical claim reports, disability records, payroll records, current information from administrators, insurers, utilization management companies, case management companies, managed care companies and any Agent/Broker of the Plan Sponsor. In exchange we will accept the liability for any truly unknown claimants. The attached disclosure form must be completed and signed by the appropriate parties.

Upon receipt of the completed disclosure, we will assess all data, new and previously reported, and will inform the producer in writing of any changes to the rates, factors or terms of coverage. We reserve the right to rescind the proposal in its entirety based upon a review of all information submitted during the proposal process.

When completing the form, remember that Plan Participants may include those on short or long-term disability, COBRA, FMLA, leave of absence, extension of benefits, sick time, vacation time or retirees covered under the plan and for whom coverage is requested in the quote, *and also individuals currently eligible under the plan that were formerly ineligible due to meeting their lifetime maximum in the past*. List on the disclosure form all Plan Participants who are known to meet any of the following criteria:

1. Currently confined to a Medical Facility, or who have been pre-certified for same within the last 90 days.
2. Have received medical services during the past twelve (12) months, the cost of which exceeds to the lesser of, 50% of the lowest Specific Deductible/Retention applied for or $50,000, and for which the bills have been received by the Claims Administrator and entered into their claims system.
3. Have been identified as a candidate for Case Management and/or as having the potential to exceed the lesser of 50% of the lowest Specific Deductible/Retention applied for or $50,000 during the policy period.
4. Have been diagnosed within the past 12 months with a condition represented by any of the ICD-10 codes contained in the attached list and have also incurred charges of $5,000 or more during the same period.

If the Plan Sponsor fails to disclose any Participant known to fall into one of the above categories, either intentionally or because a thorough review of all records was not conducted, then the coverage proposed may be re-evaluated and Participants not disclosed may be individually underwritten retroactively to the effective date. We reserve the right to terminate or limit the Participant's participation in the Policy, change or modify the Premium Rates or Specific Deductible Amount(s), or adjust the terms of the Specific or Aggregate coverage quoted.

ONE80 INTERMEDIARIES

ONE80 INTERMEDIARIES
Disclosure Form

Claimant	DOB	Status	Diagnosis	Prognosis	Most Recent DOS	Claims Paid in Last 12 months	Pended, Denied, and Pre-Authorized Claims During The Past 12 Months
		[ ] Employee [ ] Dependent [ ] COBRA					
		[ ] Employee [ ] Dependent [ ] COBRA					
		[ ] Employee [ ] Dependent [ ] COBRA					
		[ ] Employee [ ] Dependent [ ] COBRA					
		[ ] Employee [ ] Dependent [ ] COBRA					

The Plan Sponsor named below represents that the above list accurately discloses all potentially catastrophic claimants in accordance with the instructions attached to this form and that it is the result of a diligent search in accordance with those instructions. ***Such disclosure includes, but is not limited to, those individuals currently eligible under the plan that were formerly ineligible due to meeting their lifetime maximum in the past.*** **The Plan Sponsor recognizes that if the Plan Sponsor fails to disclose any Participant known to fall into one of the categories set forth in the instructions attached to this form, either intentionally or because a thorough review of all records was not conducted, then the coverage proposed may be re-evaluated and Participants not disclosed may be individually underwritten retroactively to the effective date. We reserve the right to terminate or limit the Participant's participation in the Policy, change or modify the Premium Rates or Specific Deductible Amount(s), or adjust the terms of the Specific or Aggregate coverage quoted**.

Plan Sponsor: .....

Signature: .....

Printed Name: .....

Title: .....

Date: .....

Claims Admin: .....

Signature: .....

Printed Name: .....

Title. .....

Date: .....

Agent/Broker: .....

Signature: .....

Printed Name: .....

Title: .....

Date: .....

ICD-10-CM Diagnosis Codes for Disclosure Notification

Please list all Plan Participants who have been diagnosed with or treated for any of the codes listed under the following categories during the current Benefit Period:

A00-B99	***Certain Infectious and Parasitic Diseases***
A40	Streptococcal sepsis
A41	Other Sepsis
B15-B19	Viral hepatitis
B20	Human immunodeficiency virus [HIV] disease

C00-D49	***Neoplasms***
C00-C96	Malignant neoplasms
D46	Myelodysplastic syndromes

D50-D89	***Diseases of the Blood and Blood-Forming Organs & Disorders involving the Immune Mechanism***
D57	Sickle-cell disorders
D59	Acquired hemolytic anemia
D60-D64	Aplastic and other anemias
D65-D69	Coagulation defects, purpura and other hemorrhagic conditions
D70-D77	Other diseases of blood and blood-forming organs
D80-D89	Certain disorders involving the immune mechanism

E00-E89	***Endocrine, Nutritional and Metabolic Diseases***
E10-E13	Diabetes mellitus
E15-E16	Other disorders of glucose regulation and pancreatic internal secretion
E65-E68	Obesity and other hyper alimentation
E70-E89	Metabolic disorders

F01-F99	***Mental, Behavioral and Neurodevelopmental Disorders***
F10.1	Alcohol Abuse
F11.1	Opioid Abuse
F20	Schizophrenia
F31	Bipolar Disorder
F32.3	Major depressive disorder, single episode, severe with psychotic feature
F33.1-F33.3	Major Depressive Disorder, recurrent
F84.0	Autistic Disorder
F84.2	Reye's Syndrome
F84.5	Asperger's syndrome

G00-99	***Diseases of the Nervous System***
G00	Bacterial Meningitis
G04	Encephalitis Myelitis and Encephalomyelitis.
G06-G07	Intracranial and intraspinal abscess and granuloma
G12.21	Amyotrophic Lateral Sclerosis
G35	Multiple Sclerosis
G36	Other Acute Disseminated Demyelination
G37	Other Demyelinating disease of central nervous system
G82.5	Quadraplegia
G83.4	Cauda Equina Syndrome
G92	Toxic Encephalopathy
G93.1	Anoxic Brain Injury

I00-I99	***Diseases of Circulatory System***
I20	Angina Pectoris
I21.09-I22	Acute myocardial infarction
I24	Acute and Subacute Ischemic Heart Disease
I25	Chronic ischemic heart disease
I26	Pulmonary embolism
I27	Other pulmonary heart disease
I28	Other diseases of pulmonary vessels
I33	Acute & Subacute Endocarditis
I34-I38	Heart Valve Disorders
I42-I43	Cardiomyopathy
I44-I45	Conduction Disorders
I46	Cardiac Arrest
I47-I49	Cardiac Dysrhythmias
I50	Heart Failure
I60-161	Subarachnoid Hemorrhage/Intercerebral Hemorrhage
I63	Cerebral infarction
I65.8-I66	Occlusion of Precerebral/Cerebral Arteries
I67	Other cerebrovascular disease
I70	Atherosclerosis/Aortic Aneurysm

J00-J99	***Diseases of Respiratory System***
J40-J44	Chronic Obstructive Pulmonary Disease (COPD)
J84.10-J84.89	Post-inflammatory Pulmonary Fibrosis
J98.11-J98.4	Pulmonary Collapse/Respiratory Failure

K00-K95	***Diseases of Digestive System***
K22	Esophageal obstruction
K25-K28	Ulcers
K31	Other diseases of stomach & duodenum
K50	Crohn's disease
K51	Ulcerative colitis
K55-K64	Diseases of intestine
K65-K68	Diseases of peritoneum & retroperitoneum
K70-K77	Diseases of liver
K83	Diseases of biliary tract
K85-K86	Diseases of pancreatitis
K90-K95	Other diseases of digestive system/Complications of bariatric procedures

M00-M99	***Diseases of Musculoskeletal System & Connective Tissue***
M15-M19	Osteoarthritis
M32	Systemic lupus erythematosus
M34	Systemic sclerosis
M41	Scoliosis
M43	Spondylolysis
M50	Cervical disc disorders
M51	Thoracic, thoracolumbar & lumbosacral intervertebral disc disorders
M72.6	Necrotizing Fasciitis
M86	Osteomyelitis

N00-N99 Diseases of the Genitourinary System

N00-N01	Acute and Rapidly Progressive Nephritic Syndrome
N03	Chronic Nephritic Syndrome
N04	Nephrotic Syndrome
N05-N07	Nephritis and Nephropathy
N08	Glomerular Disorders in diseases classified elsewhere
N17	Acute Kidney Failure
N18	Chronic Kidney Disease (CKD)
N19	Renal Failure, Unspecified

O00-O9A Pregnancy, Childbirth and the Puerperium

O09	High Risk Pregnancy
O11	Pre-Existing Hypertension with Pre-Eclampsia
O14-O15	Pre-Eclampsia and Eclampsia
O30	Multiple Gestation
O31	Other complications specific to Multiple Gestations

P00-P96 Certain Conditions Originating in the Perinatal Period

P07	Disorders of newborn related to short gestation and low birth weight
P10-P15	Birth Trauma
P19	Fetal distress
P23-P28	Other respiratory conditions of newborn
P29	Cardiovascular disorders originating in the perinatal period
P36	Bacterial sepsis of newborn
P52-P53	Intracranial hemorrhage of newborn
P77	Necrotizing enterocolitis of newborn
P91	Other disturbances of cerebral status newborn

Q00-Q99 Congenital Malformations, Deformations and Chromosomal Abnormalities

Q00-Q07	Congenital malformations of the nervous system
Q20-Q26	Congenital Cardiac malformations
Q41-Q45	Congenital Anomalies of Digestive system
Q85	Phakomatoses, not elsewhere classified
Q87	Congenital malformation syndromes affecting multiple systems
Q89	Other Congenital malformations

R00-R99 Symptoms, Signs and Abnormal Clinical and Laboratory Findings, or Not Elsewhere Classified

R07.1-R07.9	Chest Pain
R40-R40.236	Coma
R57-R58	Shock, Hemorrhage
R65.2-R65.21	Severe sepsis

S00-T88 Injury, Poisoning and Certain Other Consequences of External Causes

S02	Fracture of skull and facial bones
S06	Intracranial injury
S07	Crush injury to head
S08	Avulsion and traumatic amputation of part of head
S12-S13	Fracture and injuries of cervical vertebra and other parts of neck
S14.0-S14.15	Injury of nerves and spinal cord at neck level
S22.0	Fracture of thoracic vertebra
S24	Injury of nerves and spinal cord at thorax level
S25	Injury of blood vessels of thorax
S26	Injury of heart
S32.0-S32.2	Fracture of lumbar vertebra
S34	Injury of lumbar and sacral spinal cord and nerves
S35	Injury of blood vessels at abdomen, lower back and pelvis
S36-S37	Injury of intra-abdominal organs
S48	Traumatic amputation of shoulder and upper arm
S58	Traumatic amputation of elbow and forearm
S68.4-S68.7	Traumatic amputation of hand at wrist level
S78	Traumatic amputation of hip and thigh
S88	Traumatic amputation of lower leg
S98	Traumatic amputation of ankle and foot
T30-T32	Burns and corrosions of multiple body regions
T81.11-T81.12	Post-procedural cardiogenic and septic shock
T82	Complications of cardiac and vascular prosthetic devices, implants and grafts
T83-T85	Complications of prosthetic devices, implants and grafts
T86	Complications of transplanted organs and tissue
T87	Complications to reattachment and amputation

Z00-Z99 Factors Influencing Health Status and Contact with Health Services

Z37.5-Z37.6	Multiple births
Z38.3-Z38.8	Multiple births
Z48-Z48.298	Encounter for aftercare following organ transplant
Z49	Encounter for care involving renal dialysis
Z94	Transplanted organ and tissue status
Z95	Presence of cardiac and vascular implants and grafts
Z98.85	Transplanted organ removal status
Z99.1	Dependence on respirator
Z99.2	Dependence on dialysis

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Erica McKenzie, Legal	October 10, 2024

3. REQUESTED MOTION/ACTION:

Hold a public hearing and approve Ordinance No. 1652 at second reading.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A
Is Business Impact Statement Attached: Yes

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety
Attractive Community
N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The purpose of this ordinance is to promote the public's awareness of utilities work taking place in the public rights-of-way. This ordinance adds a requirement to the City's permitting process for work in public rights-of-way that the permittee must notify adjacent property owners by door hanger or other form of written notification of the identity of the permittee, contact information, and estimated dates of work. This notice must occur on or before beginning work, and proof of compliance must be provided to the City before the conclusion of the work. Notice is only required for improved adjacent properties and would not apply to vacant properties. The notice requirement also would not apply to small projects, emergency work, or City-requested work. The utility is required to maintain proof of compliance and notify the City when the work is finished that the notice was given. The language in this ordinance was drafted with input from a major utility provider in the area to balance the interests of the City with the burden on utilities.

Staff recommends approval of the second reading of Ordinance No. 1652.

Ord 1652.Amending Chapter 19-154.Permitting in ROW.2nd Reading.pdf
Ord 1652.Permitting in ROW.Business Impact Estimate.pdf
Notice Ord 1652 2nd Reading.pdf

ORDINANCE 1652

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 19-154 OF THE CITY'S CODE OF ORDINANCES RELATED TO PERMITTING IN PUBLIC RIGHT-OF-WAYS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; EFFECT ON EXISTING TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance, Chapter 19, Article VIII, Section 19-154 of the Panama City Beach Code of Ordinances is amended to read as follows (new text **bold and underlined,** deleted text ~~struck through~~):

Sec. 19-154. Permittee obligations.

A. Telecommunications Towers, Small Wireless Poles, Collocations, and other wireless communications Facilities are governed additionally by the more specific requirements of the Panama City Beach Land Development Code.

B. No person shall be granted a permit or otherwise be allowed to install any utility pole or any other Facility if such Facility would be three (3) or more feet above grade within a Right-of-way south of the centerline of Front Beach Road, South Thomas Drive, or the portion of Thomas Drive east of South Thomas Drive. This prohibition shall not apply to light poles owned by the City. This prohibition does not apply to a utility pole or other Facility, regardless of ownership, if it complies with the Community Redevelopment Area-style light pole design and specifications and it either replaces an existing Community Redevelopment Area-style light pole or is installed in the location of a planned future Community Redevelopment Area-style light pole according to the best available Community Redevelopment Agency plans and Planning Department staff approval. Unless the Front Beach Road Community Redevelopment Agency adopts new light pole design and specifications for a portion of the City, complying with Community Redevelopment Area-style light pole design and specifications means following standards provided by the Front Beach Road Segment 2 Ornamental Aluminum Roadway Lighting and Banner Standard and the construction documents for Front Beach Road Segment 2 for the pole and light fixture, which are on file [in] City Hall. Compliance with these requirements also means all wiring and equipment must be contained underground or inside the pole so that it is not visible or distinguishes the pole and equipment from the Community Redevelopment Area-style light poles. Each such pole may have one box on the ground in the immediate vicinity of the pole for electrical or other equipment so long as it is not taller than three-feet from grade and matches the color and style of other utility boxes located in the Community Redevelopment Area right of way. Planning staff may approve minor deviations in design, brands, and materials that do not result in easily noticeable differences between the pole, fixture, and any visible equipment relative to the actual Community Redevelopment Area-style light poles. Applicants for the waiver under this paragraph must apply to the Planning Department using the procedures applicable to Small Wireless Poles provided by the Panama City Beach Land Development Code. Applicable underground utility requirements of the City Code and Land Development Code

are waived for utility poles and other Facilities that strictly comply with this section and which are approved by the City Planning Department, in recognition that such poles do not provide greater negative impacts to the community than the City's own light poles. Any existing utility poles or Facilities that would not be permissible under this rule shall not be permitted to be replaced, but may be maintained used and repaired, provided repairs do not exceed fifty (50) percent of the value of the utility pole or Facility.

C. ~~Reserved.~~ **On or before commencement of the permitted work, Permittee shall provide written notice of the Permittee's name, contact information and estimated dates of work to adjacent property owners to the site where work is being performed as follows:**

(a) Notice may be given by door hanger or other form of written notice.

(b) Notice to multi-family, condominium, or cooperative property managed by a single entity may be given by providing a single notice to the managing entity.

(c) Exceptions. The notice requirements provided by this section shall not apply to the following:

1. Work impacting less than 500 feet of right-of-way.

2. Emergency work performed in response to a sudden and unanticipated event, whether natural or man-made.

3. Work performed on behalf or upon the written request of the City.

(d) Permittee shall maintain proof of compliance with this section for at least six (6) months after the conclusion of the work. Upon request, Permittee shall provide the City with a copy of the proof of compliance for any work consistent with this section.

D. Permittee shall place or maintain all Facilities in the Right-of-way so as not to unreasonably interfere with the drainage of all lands lying within the City, the travel and use of the right-of-way by the public and with the rights and convenience of property owners who adjoin any portion of the right-of-way, and in a manner consistent with accepted industry practice and applicable law.

E. Permittee shall not place or maintain its Facilities in the Right-of-way so as to interfere with, displace, damage or destroy any Facilities lawfully occupying the Right-of-way, including but not limited to sewers, gas or water mains, storm drains, pipes, cables or conduits of the City or any other Person.

F. All safety practices required by applicable law or accepted industry practices and standards shall be used during the placement or maintenance of Facilities in a Right-of-way.

G. When requested by City, the Permittee shall, at Permittee's expense, make changes to the components or location of Facilities to conform to the reasonably necessary requirements of localized areas.

H. Permittee shall coordinate its placement and maintenance activities with other utilities and the City when such activities require disturbance of the Right-of-way, and shall notify the City not less than twenty-four (24) nor more than seventy-two (72) hours in advance of any pavement cut. Unless otherwise authorized or directed by the City, Permittee shall use directional bores for any work to Facilities which require the crossing of a Right-of-way, or for the installation of Facilities parallel to a fully developed and landscaped urban curb and gutter Right-of-way.

I. Where excavation of a Right-of-way is required, a Permittee shall comply with the Underground Facility Damage Prevention and Safety Act set forth in Chapter 556, Florida Statutes (2006), as it may be amended.

J. Permittee shall use and exercise due caution, care and skill in performing permitted work in a Right-of-way and shall take all reasonable steps to safeguard work site areas.

K. A Permittee shall, upon thirty (30) days written notice by any person holding a City Right-of-way Permit, temporarily raise or lower its Facilities to allow the work authorized by the Permit, at the requesting Permittee's expense.

L. After the completion of any placement or maintenance of a Facility in a Right-of-way or each phase thereof, a Permittee shall, at its expense, restore to its original condition the Right-of-way and any other public or private property damaged or destroyed in whole or in part by Permittee, its agents, servants or employees in exercising the privileges granted by the Permit. If the Permittee fails to make such restoration within thirty (30) days, or such longer period of time as may be reasonably required under the circumstances, following the completion of such placement and maintenance, the City may perform the restoration and charge the costs of restoration against the Permittee in accordance with Section 337.401, Florida Statutes, (2006), as it may be amended. A Permittee shall guarantee its restoration work and shall correct any restoration work that does not satisfy the City's requirements at its own expense for twelve (12) months following written acceptance of the permitted work by the City Engineer.

M. Permittee shall warrant that all work performed in connection with the placement or maintenance of a Facility in a Right-of-way will be of good quality and in conformance with the Plans and Specifications submitted with the application and approved by the City.

N. Upon completion of the placement or maintenance of a Facility in a Right-of-way, Permittee shall promptly file three (3) copies of complete and accurate "as-built" plans identifying and locating those portions of the Facilities placed in the Right-of-way.

O. Permittee shall at all times comply with and abide by all applicable provisions of state and federal law, and City ordinances, codes and regulations in placing or maintaining a Facility in a Right-of-way, for so long as Permittee places or maintains a Facility in a Right-of-way.

SECTION 2. CONFLICT WITH OTHER ORDINANCES OR CODES. All Ordinances or parts of Ordinances of the Code of Ordinances of Panama City Beach, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 3. SEVERABILITY. If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction, the other provisions of this ordinance shall remain in full force and effect.

SECTION 4. SCRIVENER'S ERRORS. It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Panama City Beach, Florida, and to that end, the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section" or "article" or other appropriate designation. Additionally, corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without public hearing, by filing a corrected or recodified copy with the City Clerk.

SECTION 5. ORDINANCE TO BE LIBERALLY CONSTRUED. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 6. MODIFICATIONS. It is the intent of the City that the provisions of this ordinance may be modified as a result of considerations that may arise during a public hearing. Such modifications shall be incorporated into the final version of the ordinance adopted by the City.

SECTION 7. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of October, 2024.

CITY OF PANAMA CITY BEACH

By:_____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this _____ day of October, 2024.

_____
Stuart Tettemer, Mayor

Posted on pcbfl.gov on the 25th day of September, 2024.

Posted on publicnoticesbaycountyfl.gov on the 26th day of September, 2024.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published. This Business Impact Estimate may be revised following its initial posting.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 19-154 OF THE CITY'S CODE OF ORDINANCES RELATED TO PERMITTING IN PUBLIC RIGHTS-OF-WAY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; EFFECT ON EXISTING TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The purpose of this ordinance is to promote the public's awareness of utilities work taking place in the public rights-of-way. This ordinance adds a requirement to the City's permitting process for work in public rights-of-way that the permittee must notify adjacent property owners by door hanger or other form of written notification of the identity of the permittee, contact information, and estimated dates of work. This notice must occur on or before beginning work, and proof of compliance must be provided to the City before the conclusion of the work. Notice is only required for improved adjacent properties and would not apply to vacant properties. The notice requirement would also not apply to small projects or for emergency work. The utility is required to maintain proof of compliance and notify the City when the work is finished that the notice was given. The language in this ordinance was drafted with input from a major utility provider in the area to balance the interests of the City with the burden on utilities.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The direct economic impact on private utilities will be the cost to print and post notifications. This cost is difficult to estimate, as workers may be present at the site already to commence work, which limits the additional expense to post notification. The cost of printing is expected to be minimal. No charges are imposed by the City or collected by the City.

2. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The total number is unknown but includes generally all private utilities seeking to work in the City's rights-of-way who must undergo the permitting process.

4. Additional information the governing body deems useful (if any):

Column

AFFIDAVIT OF PUBLICATION

Column Software, PBC
331 NW 26th St, Suite 304
Miami, FL, 33127

Before the undersigned authority personally appeared Laquansay Nickson Watkins, who on oath says that he or she is an agent of Column Software, PBC; that the attached copy of advertisement, being a legal advertisement or public notice of Display Ad (document upload) in the matter of Notice Ord 1652 2nd Reading, was published on the publicly accessible website of FL, hosted by Column Software, PBC on

Sep 26, 2024

and that the fees charged are legal.

Affiant further says that the website complies with all legal requirements for publication in chapter 50, Statutes; and affiant further says that he or she has neither paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication on said website.

Notice ID: QFIBVvfXeAJcm3HiHklQ
Publication Fee: $0.00

Laquansay Nickson Watkins
Agent

VERIFICATION

State of Florida
County of Charlotte

RACHAEL MARY SCHULTZ
Notary Public - State of Florida
Commission # HH135673
Expires on May 27, 2025

Signed or attested before me on this: 09/30/2024

Rachael Mary Schultz
Notary Public

Notarized remotely online using communication technology via Proof.

Published in Bay County
PUBLIC NOTICE
NOTICE IS HEREBY GIVEN that the following ordinance shall be presented to the City Council of the City of Panama City Beach, Florida, for a public hearing and second reading at its regular meeting to be conducted at **6 P.M on THURSDAY, OCTOBER 10, 2024**, or as soon thereafter as the matter may be heard, at City Hall located at 17007 Panama City Beach Parkway, Panama City Beach, Florida, to-wit,

ORDINANCE NO. 1652
AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING SECTION 19-154 OF THE CITY'S CODE OF ORDINANCES RELATED TO PERMITTING IN PUBLIC RIGHT-OF-WAYS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; EFFECT ON EXISTING TERMS; AND PROVIDING FOR AN EFFECTIVE DATE.

This meeting will be held at City Hall. The live meeting will be live-streamed on www.pcbfl.gov. All persons wishing to be heard on the adoption of this Ordinance are invited to appear.
Any person requiring a special accommodation to participate in this meeting because of a disability or physical impairment should contact Lynne Fasone, the Panama City Beach City Clerk, Lynne.Fasone@pcbfl.gov or by phone at 850-233-5100 at least (5) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay system which can be reached at (800) 955-8770 or (800) 955-8771 (TDD).

CITY OF PANAMA CITY BEACH, FL

BY: /s/ Lynne Fasone, City Clerk

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Erica McKenzie, Legal	October 10, 2024

3. REQUESTED MOTION/ACTION:

Consider Ordinance No.1655 at its first reading and hold a public hearing.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: N/A

Detailed Budget Amendment Attached: N/A
Is Business Impact Statement Attached: Yes

6. IDENTIFY STRATEGIC PRIORITY:
Public Safety
Quality of Life
N/A

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The City's special event ordinance currently presumes that all weddings on the sandy gulf beach require a special event permit. Both Staff and vendors have expressed frustration with the process in place to obtain a special event permit for small weddings being held on the sandy gulf beach. Ordinance No. 1655 modifies the permitting process for small weddings in an effort to remove burdensome paperwork while maintaining the safety of the public. Specifically, wedding events, including those occurring on the sandy gulf beach, are not automatically deemed special events under Chapter 4. Instead, wedding events shall be subject to the requirements specified in Section 4-26, (1)-(4). Some of these requirements are as follows:

- Weddings with 25 or less attendees do not require a permit.
- Weddings with 26-100 attendees require the submission of a wedding permit application.
- Weddings with 101 or more attendees are deemed special events under Chapter 4 and require a special event permit.

The ordinance places further requirements on beach weddings to ensure that the beach is protected from nuisance behavior.

Staff recommends approval of Ordinance No. 1655 at its first reading.

Ord 1655.Amending Chapter 4.Establishing Requirements Weddings on Beach.1st Reading.pdf
Ord 1655.Business Impact Estimate.pdf

ORDINANCE NO. 1655

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 4 OF THE CITY'S CODE OF ORDINANCES. AMENDING THE DEFINITION OF MUNICIPAL SERVICES; ESTABLISHING REQUIREMENTS FOR BEACH WEDDINGS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH, AS FOLLOWS:

SECTION 1. From and after the effective date of this ordinance, Section 4-16 of the City's Code of Ordinances related to special events is amended to read as follows (new text **bold and underlined,** deleted text ~~struck through~~):

Sec. 4-16. - Definitions.

The term "beach *wedding event*" shall mean marriage ceremonies held on the *sandy gulf beach*.

The term "*event venue*" shall mean any contiguous or connected area (improved or unimproved or both and including parcels separated by a street or other public way but coordinated as a whole for the event) under common or coordinated control and used for a special event. An event venue may consist of one (1) or more patron gathering spaces, in particular indoor and outdoor spaces but also other types of spaces with different occupancy limits.

The term *"municipal services"* shall mean law enforcement, security, traffic control, emergency medical technician services, fire protection, crowd management, or any other services necessary for the implementation of a special event within the corporate limits of the City of Panama City Beach ~~performed by employees of the City Police or Fire department.~~

The term "*sandy gulf beach*" shall mean all loose or uncompacted sandy areas, including sand dunes and vegetated areas, lying between the waters of the Gulf of Mexico and the seaward boundary of the seaward most public, vehicular right-of-way.

The term "*special event*" shall mean any assembly of persons which also meets one (1) or more of the following six (6) criteria. Each of the first three (3) criteria define a planned event. Each of the last three (3) criteria define a "pop-up" event.

(a) ATTENDANCE ANTICIPATED TO EXCEED VENUE CAPACITY (Planned event). It is reasonably anticipated that the number of persons who will attempt to attend the event at any point in time will exceed the number of persons permitted within the event venue. Event venue

capacity shall be the aggregate of the capacity of all patron gathering spaces within the venue. The capacity of each gathering space shall be determined (i) by building or life safety code or other law applicable to that space, and (ii) for each other space at the rate of one (1) person for every seven (7) square feet of horizontal space. Parking lots and driveways and pedestrian ingress and egress routes used as such during the event shall not be considered gathering spaces.

(b) VEHICLE PARKING ANTICIPATED TO EXCEED ON-SITE CAPACITY (Planned event). It is reasonably anticipated that the number of persons anticipated to attend the event by vehicle will exceed on-site event parking based upon an average factor of five (5) persons per vehicle.

(c) MUNICIPAL RESOURCES ANTICIPATED TO BE REQUIRED (Planned event). The gathering is reasonably anticipated to require for its safe and successful execution the provision or coordination of municipal services by the City or by the event producer to a material degree above that which the City routinely provides under ordinary, everyday circumstances. Municipal services include, but are not limited to fire and police protection, crowd control, traffic control, parking control, street closure, emergency medical services, garbage or trash facilities or clean-up, and sanitation facilities (herein "municipal services).

(d) ACTUAL ATTENDANCE EXCEEDS CAPACITY OF THE VENUE (Pop-up Event). The number of persons attending and attempting to attend an unpermitted assembly of persons exceeds at any point in time the number of persons permitted within the event venue or within any gathering space within the event venue.

(e) ACTUAL VEHICLE CONGESTION (Pop-up Event). The number of vehicles actually parked and attempting to park to permit the occupants to join an unpermitted assembly exceeds at any point in time on-site parking available.

(f) MUNICIPAL RESOURCES ACTUALLY REQUIRED (Pop-up Event). The municipal services required for an unpermitted assembly exceed at any point in time the level of municipal services typically available from the City for that time and season after taking into consideration similar, municipal-type services provided by the person or persons, if any, encouraging the assembly.

All special events are divided into three (3) classes:

(a) A *"small event"* being an event with an anticipated, maximum attendance at any point in time of five hundred (500) persons or less.

(b) A *"medium event"* being an event with an anticipated, maximum attendance at any point in time of more than five hundred (500) but less than five thousand (5,000) persons.

(c) A *"large event"* being an event with an anticipated, maximum attendance at any point in time exceeding five thousand (5,000) persons.

A parade held on a public street or road and lasting no more than two (2) hours is not, without more, a special event.

Any planned event to be held in any part on the sandy gulf beach is presumed to be a special event. This presumption can be rebutted only by the event producer providing clear and convincing evidence that, based upon the nature, location, time, and season of the event, it is almost certain that the event will not draw a spontaneous crowd in excess one (1) person for every seven (7) square feet of sandy gulf beach controlled by the producer. **This section shall not apply to beach wedding events, which are governed by Section 4-26.**

The term "*Special Event Zone*" shall mean a contiguous area on or along a roadway, street, or highway which is designated by warning signs. The term includes a parking structure, a parking lot, or any other property, whether public or private, immediately adjacent to or along the designated area.

SECTION 2. From and after the effective date of this ordinance, Section 4-27 of the City's Code of Ordinances titled "Remedial purpose and severability" is repealed.

SECTION 3. From and after the effective date of this ordinance, Section 4-26 of the City's Code of Ordinances titled "Enforcement and penalties" is renumbered as Section 4-27.

SECTION 4. From and after the effective date of this Ordinance, Section 4-26 of the City's Code of Ordinances is amended to read as follows (new text **bold and underlined,** deleted text ~~struck through~~):

Sec. 4-26. – Beach wedding events.

(1) All Beach wedding events shall be subject to following requirements:

- **a. Beach wedding events shall be limited to marriage ceremonies.**
- **b. The following is prohibited from taking place during or associated with any beach wedding event:**
  - **i. Post-ceremony receptions, celebrations, or similar events.**
  - **ii. Food and beverage service other than water.**
  - **iii. Musical performances featuring amplified sound in excess of 60 decibels.**
  - **iv. Driving a motor vehicle on the sandy gulf beach.**
  - **v. Dance floors, confetti, rice, glitter, sky lanterns, balloons, fireworks, grills, tiki torches or other stationary lighting, generators, signs or banners.**
  - **vi. Any wedding event within one hundred (100) feet from a marked sea turtle nest.**
- **c. Beach wedding events shall be limited to four (4) hours with one (1) additional hour for event setup and breakdown. Beach wedding events must take place between 4:00 p.m. and one hour after sunset as those times are published by the U.S. Naval Observatory, Astronomical Applications Department.**
- **d. All beach weddings events shall not impede public beach access along the sandy gulf beach.**
- **e. Any business entity who files a beach wedding permit application must have an active business tax receipt with the City.**

f. A copy of any required permit shall be kept at the ceremony location for which the permit is issued and presented upon request.

g. Following the beach wedding event, the event site shall be cleaned of all debris and restored to its natural condition. No trash or debris may be stored in a public trash container.

h. It shall be the applicant's responsibility to ensure compliance with all laws or rules adopted by the City during the beach wedding event.

i. Any violation of this section may be enforced pursuant to section 4-27 of this Code.

j. Compliance with this section or the issuance of a permit by the City shall not entitle any person(s) to host a beach wedding event on any specific portion of the sandy gulf beach.

(2) Small beach wedding events with 25 or less attendees shall be permitted provided that the City is notified in writing of the following event information:

a. The name, address, and contact information of the parties to the ceremony; the date and times of the event; the event location; any vendors contracted to perform services for the event, and the anticipated number of attendees.

(3) Medium size beach wedding events with 26-100 attendees require a wedding permit as follows:

a. A wedding permit application must be completed and submitted to the City at least fourteen (14) calendar days before the event.

b. Wedding permit applications shall contain, at a minimum, the name, address and contact information of the applicant; the date and times of the event; the event location; any vendors contracted to perform services for the event, the anticipated number of attendees, and written permission of the upland owner.

c. A fee may be charged for the processing of wedding permit applications as determined by resolution of the City Council.

d. The application will be processed in accordance with section 4-23.

(4) Large beach wedding events with 101 or more attendees are deemed special events under this Chapter and require a special event permit and compliance with all procedures set forth in this Chapter.

SECTION 5. CONFLICT WITH OTHER ORDINANCES OR CODES. All Ordinances or parts of Ordinances of the Code of Ordinances of Panama City Beach, Florida, in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 6. SEVERABILITY. If any provision of this Ordinance is held to be illegal, invalid, or unconstitutional by a court of competent jurisdiction, the other provisions of this ordinance shall remain in full force and effect.

SECTION 7. SCRIVENER'S ERRORS. It is the intention of the City, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of Panama City Beach, Florida, and to that end, the sections of this ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section" or "article" or

other appropriate designation. Additionally, corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without public hearing, by filing a corrected or recodified copy with the City Clerk.

SECTION 8. ORDINANCE TO BE LIBERALLY CONSTRUED. This ordinance shall be liberally construed in order to effectively carry out the purposes hereof which are deemed not to adversely affect public health, safety, or welfare.

SECTION 9. MODIFICATIONS. It is the intent of the City that the provisions of this ordinance may be modified as a result of considerations that may arise during a public hearing. Such modifications shall be incorporated into the final version of the ordinance adopted by the City.

SECTION 10. CODIFICATION. The appropriate officers and agents of the City are authorized and directed to codify, include, and publish in electronic format the provisions of this Ordinance within the Panama City Beach Code of Ordinances, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 11. EFFECTIVE DATE. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED, AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of _____, 2024.

CITY OF PANAMA CITY BEACH

By:_____
Stuart Tettemer, Mayor

ATTEST:

_____
Lynne Fasone, City Clerk

EXAMINED AND APPROVED by me this _____ day of _____ 2024.

_____
Stuart Tettemer, Mayor

Posted on pcbfl.gov on the ____ day of ____ 2024.

Posted on publicnoticesbaycountyfl.gov on the __ day of ____ 2024.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published. This Business Impact Estimate may be revised following its initial posting.

Proposed ordinance's title/reference:

ORDINANCE NO. 1655
AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING CHAPTER 4 OF THE CITY'S CODE OF ORDINANCES TO ESTABLISH REQUIREMENTS FOR WEDDINGS AS SPECIAL EVENTS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; SCRIVENER'S ERRORS; LIBERAL INTERPRETATION; MODIFICATIONS; CODIFICATION; AND PROVIDING FOR AN IMMEDIATELY EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

If no exemption applies, in accordance with the provisions of controlling law, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The current process in place to obtain a special event permit for small weddings being held on property owned, managed, and controlled by the City is overly burdensome to vendors and the City. Ordinance No. 1655 modifies the permitting process for small weddings in an effort to remove burdensome paperwork while maintaining the safety of the public. Specifically, wedding events, including those occurring on the sandy gulf beach, are not automatically deemed special events under Chapter 4. Instead, wedding events shall be subject to the requirements specified in Section 4-26, (1), (a)-(f).

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The ordinance contemplates the creation of an administrative fee for each application for a beach wedding permit. While in the discretion of the City Council, the fee would likely be identical to or less than the current fee for special events.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The City is home to approximately 5-10 businesses specializing in beach wedding events with additional restaurants and lodging establishments often playing host to beach weddings.

4. Additional information the governing body deems useful (if any):

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:	***2. MEETING DATE:***
Lynne Fasone, Administration	October 10, 2024

3. REQUESTED MOTION/ACTION:

Accept nominations and vote on a new Planning Board member to fill a vacant seat with a 4-year term ending September 30, 2028.

4. AGENDA:

REGULAR AGENDA AND DISCUSSION / ACTION ITEMS

5. IS THIS ITEM BUDGETED (IF APPLICABLE)?: Yes

Detailed Budget Amendment Attached: N/A
Is Business Impact Statement Attached: N/A

6. IDENTIFY STRATEGIC PRIORITY:
Economic Development
Attractive Community
Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The Council adopted Resolution 24-171 on August 22, 2024, modifying its rules and procedures to provide for the orderly conduct of city meetings, etc. Guidelines on how the Council shall make appointments to Boards and Commissions were included in the modified rules and procedures as indicated below.

"Appointments

For all vacancies of any position appointed by the vote of the Council, the City Clerk shall advertise the vacancy on the City's designated website for at least two weeks at the discretion of the Council. Thirty (30) days prior to the expiration of any appointed term, sitting members of any appointed board or committee shall inform the City Clerk, in writing, of their willingness to continue to serve on said board or committee."

The Planning Board has three (3) seats which expired on September 30, 2024. The expired seats are currently held by Mr. Josh Wakstein, Mr. Matthew Jones, and Mr. Ryan Houk. The current Planning Board roster is attached for your information. Planning Board Chair, Josh Wakstein, and member, Matthew Jones, have expressed in writing to the City Clerk their willingness to serve a new 4-year term. Mr. Houk is moving off the Beach and, as such, will not meet the qualifications of City residency thus creating a vacant seat..

On August 26, 2024, the City Clerk advertised the vacant seat on the City's website and the Bay County Public Notices website calling for applications/resumes to be submitted by the close of business on September 23, 2024. Prior to the deadline, three (3) applications were received from qualified applicants. Copies of the applications/resumes are attached for Council's consideration.

Planning Board Roster.10.02.2024.pdf
Stacia Greene.Planning Board Application.pdf
Ted Liberty.Planning Board Application.pdf
Grant Wittstruck.Planning Board Application.pdf

PLANNING BOARD

Regular Meeting 2nd Wednesday at 1:00 p.m.
4-year terms, Chair chosen annually by City Council
Vice Chair chosen by the Board, School Board Member-Non-Voting, No Compensation

Members			Term Expiring
Chris Bishop	chris.bishop@pcbfl.gov	(850) 258-3119	**05/19/2028** *(Appointed to Ethan Register's seat on 05/09/24)*
Zachery Coleman	Zachery.Coleman@pcbfl.gov	(318)349-9239	**09/08/2026** Reappointed on 09/08/2022 *(Appointed to Patrick Hodges vacant seat on 03/24/2022. Mr. Hodges resigned his seat on03/09/2022)*
Ryan Houk	ryan.houk@pcbgov.com	(850) 758-5353	**9/30/24** *Erin Simmons resigned on 09/14/2022*
Matthew Jones	Matthew.Jones@pcbfl.gov	(706) 570-2424	**9/30/24** Appointed to Reginald Johns' vacant seat on 05/25/2023 (Reggie resigned on 04/13/23)
Jason Morehouse (Vice Chair)	jmorehouse@pcbgov.com	(334) 294-6838	**09/08/2026** Reappointed on 09/08/2022
Tucker Painter	tucker.painter@pcbfl.gov	(850) 381-1100	**09/08/2026** 10/26/2023 - Tucker Painter appointed to David Scruggs seat.
Josh Wakstein (Chair)	josh.wakstein@pcbfl.gov	(850) 258-8772	**9/30/24** Reappointed Chair on 10/26/2023

School Board Member
Lee Walters waltell@bay.k12.fl.us Asst. Sharon Smith smithsa@bay.k12.fl.us

Staff - Advisory
Mel Leonard, Andrea Chester and Melissa Deese

City of
Panama City Beach

City Hall
17007 PCB Parkway
PCB, FL 32413
www.pcbfl.gov

COMMITTEE VOLUNTEER
PLANNING BOARD APPLICATION
PLEASE PRINT

NAME: Stacia Greene

HOME ADDRESS: 145 E. Sonata Circle PCB, FL 32413

MAILING ADDRESS: same

Home Phone: n/a Business Phone: 850-284-3722 Cell: 318-230-8038

How is it best to contact you during the day? cell

E-mail Address: sjgsjg2009@gmail.com Fax Number:

Business Address: 3125 Conner Blvd. Suite N, Tallahassee, FL 32399

Are you a registered voter of the City of Panama City Beach? Yes X No
Do you hold a public office? Yes No X

At the present time, do you serve on any City Board, Commission or Committee? no

If yes, which one(s)? n/a

Planning Board Meets Monthly on the 2nd Wednesday at 1:00 P.M.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Planning Board in a voluntary capacity. Copy attached to this Application.

[signature] 3/4/24

Signature of Applicant Date

* * * * * * * * * * * ** * * * * * * * * *

Please return a completed copy of this form and a copy of your resume, or bio, to the City Clerk via email to lynne.fasone@pcbfl.gov or in person at City Hall.

Please note that you must live within the City limits to be considered for an appointment to the Planning Board.

Stacia J. Greene, Doctoral Candidate, E.C., M.S., B.S.

145 E Sonata Circle, Panama City Beach, FL 32413

318-230-8038, sjgsjg2009@gmail.com

Education

Doctor of Strategic Leadership and Management | Doctoral Degree December 2025 | Liberty University

- Strategic Leadership (Government Administration)
- GPA: 4.0

Doctor of Strategic Leadership and Management | Executive Certificate March 2022 | Liberty University

- Strategic Leadership (Government Administration)
- GPA: 4.0

Masters of Science | December 2017 | Louisiana State University at Shreveport

- Major: Non-Profit Administration (Government Administration)
- Magna Cum Laude

Bachelors of Science | June 2015 | Louisiana State University at Shreveport

- Major: Field and Organismal Biology
- Minor: Marine Biology
- Cum Laude

Skills & Abilities

Management

Experienced supervisor of laboratory and field research. Led by example. Designed and implemented several biological studies including crawfish biodiversity and biogeographical data, apple snail biological impact from BP oil spill, and numerous marine and aquatic biological studies. Performed as both primary researcher and as assistant researcher, on avian species studies. Created S.O.P.'s to more efficiently lead laboratory studies.

Communication

Presented numerous posters and research projects to scientific communities. Educated the general public about wildlife and natural ecosystems. Responsible for communicating grant guidelines and compliance data entry to all parties.

Leadership

Vice-President of Biology Club during undergraduate courses. Led volunteers and paid personnel on various research projects, laboratory tasks, and retail settings.

Developed S.O.P.'s for working laboratory.

Internships

Student Doctor of Veterinary Medicine • Banfield Pet Hospital • 9/17-12/17 Collected biological samples. Conducted all laboratory testing and analysis. Reported findings to appropriate personnel. Worked with licensed veterinarians and provided routine and investigative care for a variety of species of animals.

Life Support Laboratory• Clearwater Marine Aquarium • 5/14-8/14 and 5/13-8/13 Responsible for all life support operations of marine mammals, fish, and invertebrates. Conducted laboratory analysis including: disposal of wastewater, monitored and adjusted controls and pumps, collected biological samples, performed all laboratory tests, interpreted results accurately. Maintained all logs of operations, meter and gauge readings accurately. Conducted public presentations.

Equine Therapy Assistant • Great Results Equine Assisted Therapy • 9/12-12/12 Worked with licensed therapists with special needs clients to provide a variety of equine therapeutic lessons. Cared for horses and clients.

Work Experience

Environmental Specialist II • Florida Department of Agriculture • 9/18 - present

Collect and interpret biological sample data, conduct and evaluate field data in order to examine agreeable/severance with environmental codes of the state of Florida and the US EPA. Investigate environmental complaints. Perform primary and follow-up environmental investigations to ensure compliance with agricultural codes 482, 388, and 487. Relay violations and ensure amelioration within an appropriate amount of time, within the parameters of the law. Document all findings. Testify in court, as required, as an expert witness on environmental investigation issues. Collect necessary data to support cases. Submit timely and accurate reports of all daily duties. Responsible for self-monitoring of completion of working goals.

Regulatory Biological Project Manager • US Army Corps of Engineers • 5/23-9/23

Serve as a technical expert on water quality, limnology, field biology, hydrology and analytical chemistry, and a pollution investigation specialist for the Rock Island District. Responsibilities included a diverse assortment of scientific and technical areas related to the interaction of water, wetlands, and water related matters and the design, construction, operation and maintenance of environmental resource projects. Compiled jurisdictional determinations, issued environmental building permits, issued letters to environmental determination rulings, and provided oversight according to the laws of the U.S.A, and individual state regulations.

Public Health Inspector • Louisiana State • 1/16–9/17

Collected biological samples, conducted field tests, in order to protect public health. Investigated public health and rabies complaints. Performed primary and follow-up inspections of public establishments to ensure compliance with sanitary codes. Relayed violations to the owner or

manager and ensured amelioration within an appropriate amount of time. Documented all findings. Testified in court of law.

Biologist • US Fish and Wildlife • 3/14-12/15 Identified and controlled invasive species (plants and animals). Conducted field research on wildlife populations. Applied appropriate herbicides and pesticides when necessary. Responsible for safely storing chemicals. Collected biological samples for study. Educated visitors on wildlife and ecosystems. Managed moist soil units for the US Flyways. Operated and maintained associated equipment.

Research Experience & Awards

Liberty University-Lynchburg, VA • 8/22

Doctoral Candidate-Strategic Leadership and Management

Inducted into Sigma Beta Delta Honor Society for Outstanding Academic Achievement

GPA 4.0

Louisiana State University-Shreveport, LA • 3/15-1/16

Graduate research project, primary author

Biogeography and Biodiversity of the Keystone Species, Crawfish, in Northwest Louisiana

Research Advisor: Dr. L. Hardy

Museum of Life Sciences- Research Assistant- Shreveport, LA • 2014-2016

Curated museum specimens. Correctly identified, cataloged and prepared museum specimens. Educated general public. Instructed volunteer labor.

Louisiana State University-Shreveport, LA • 2014

Student Research Assistant/Primary Author-Poster

(Spring)

• Project: Lakes Versus Rivers: Do They Differ In Zooplankton Density and Diversity?

• Project Lead: Amy Erickson, Ph.D.

• Collected and examined various zooplankton from local lentic and lotic systems.

• Measured various abiotic and biotic factors. Explained differences using scientific methods.

Louisiana State University-Shreveport, LA• 2013

Student Research Assistant/Secondary Author-Poster

(Spring)

• Project: Do Zooplankton Perform Diel Vertical Migrations in Old River Lake?

• Project Lead: Amy Erickson, Ph.D.

• Research Site: Cynthia Bickham Dickson Park, Shreveport, LA

• Collected and examined zooplankton and water samples for diel vertical migration of zooplankton in order to explain migration patterns.

Louisiana State University-Shreveport, LA• 2013

Student Research Assistant/Secondary Author-Poster

(Spring)

• Project: The Relationship Between Abiotic Factors and Zooplankton Density in Aquatic Ecosystems.

• Project Lead: Amy Erickson, PhD.

• Collected and examined water samples to determine if there was a correlation between abiotic factors and the presence or absence of zooplankton taxa density.

Women in Science Grant Recipient, Bossier Parish• 2012

Federal Department of Transportation

Awarded monetary grant to study how science is involved in transportation.

Professional Organizations

Sigma Beta Delta Honoree/Member 2022-current

PADI-Open Water

Florida Association of Environmental Professionals

Florida Water and Pollution Control Operators Association- Membership #23199

Registered Sanitarian (Louisiana)- LIC # 3114

From: S. Greene
To: Lynne Fasone
Subject: Planning Board Vacancy
Date: Monday, September 2, 2024 4:17:31 PM

[CAUTION] This email originated from outside of the organization. Do not follow guidance, click links, or open attachments unless you recognize the sender and know the content is safe.

Dear Ms.Fasone,
I am writing to confirm that my application has been referred for the volunteer vacancy on the Panama City Beach Planning Board. I know I sent it last month and wanted to acknowledge it was for this vacancy once again.
Thank you for your time. Kind regards,
Stacia Greene

Copy:

My qualifications are as follows:

I have been a full-time resident of Panama City Beach proper for over 5 years.

I have a Doctorate level certificate in Strategic Leadership and Executive Management (Liberty University)

I have a M.S. degree in government organizational leadership (Louisiana State University)

I also hold a B.S. in Biology (Louisiana State University).

Additionally, I have been in the government sector as an employee for over a decade (both Federal and State(s)).

Currently, and for the last 5.5 years, I have been/am employed with the State of Florida, Department of Agriculture, as an Environmental Specialist.

I am attaching my resume for your review to officially apply per the advertisement. I look forward to hearing from you.

Best regards,
Stacia Greene

City of
Panama City Beach

City Hall
17007 PCB Parkway
PCB, FL 32413
www.pcbfl.gov

COMMITTEE VOLUNTEER
PLANNING BOARD APPLICATION
PLEASE PRINT

NAME: Ted Liberty

HOME ADDRESS: 178 Cobb Road, Panama City Beach, FL 34413

MAILING ADDRESS: 178 Cobb Road, Panama City Beach, FL 32413

Home Phone: (404) 556-6322 Business Phone: 404-556-6322 Cell: 404-556-6322

How is it best to contact you during the day? Cell Phone

E-mail Address: tliberty1@gmail.com Fax Number: _____

Business Address: 178 Cobb Road ,Panama Caity Beach, FL 32413

Are you a registered voter of the City of Panama City Beach? Yes x No _____
Do you hold a public office? Yes _____ No x

At the present time, do you serve on any City Board, Commission or Committee? None

If yes, which one(s)? _____

Planning Board Meets Monthly on the 2nd Wednesday at 1:00 P.M.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Planning Board in a voluntary capacity. Copy attached to this Application.

_____ 04/24/2024
Signature of Applicant Date

* * * * * * * * * * ********** * * * * * * * *

Please return a completed copy of this form and a copy of your resume, or bio, to the City Clerk via email to lynne.fasone@pcbfl.gov or in person at City Hall.

Please note that you must live within the City limits to be considered for an appointment to the Planning Board.

TED LIBERTY PhD, J.D.

PSYCHOLOGICAL CONSULTANT

404.556.6322 · tliberty1@gmail.com · Panama City Beach, FL

SUMMARY

Driven professional who pursues the target and works continually to execute all tasks with excellence. Determined innovator who grasps the big picture and brainstorms to accomplish strategic initiatives. Flexible team player who also works well as an individual towards team and corporate goals. Financial analyst with strong knowledge of budgets, variances, forecasting and fiscal accountability. Diverse relationship builder utilizing subject matter experts to accomplish business goals.

EDUCATION

PhD Clinical Psychology | International School of Psychology Universidad de Central Nicaragua
*Certified APA Equivalent
*Specialized in Psychopathology & Personality

PhD Clinical Psychology Program | University of the Cumberlands, Williamsburg, KY

Doctor of Jurisprudence | John Marshall Law School, Atlanta, GA

Doctoral Studies | University of Virginia, Charlottesville, VA

M.A. Counseling | Liberty University, Lynchburg, VA

PROFESSIONAL CREDENTIALS

Florida Licensed Psychologist Eligible
Florida Psychologist Fellow/ Resident
*Pre-Doctoral Internship- Georgia Behavioral Health, Georgia
*2 Year/Post- Doc Residency& Supervision- Psychopathology & Personalities
Emerald Coast Behavioral Hospital, Panama City, Fl.
Georgia Licensed Professional Counselor- #LPC005678
Florida Licensed Mental Health Counselor -# 16073
Florida Certified LMHC Supervisor
World Certified Clinical Psychotherapist
Certified NeuroPsychotherapist
Certified Clinical Trauma Professional
Board Certified Tele-Mental Health Therapist

Georgia Supreme Court Certified Mediator/ Negotiator-# 596
Alternative Dispute Resolution, Mediation and Negotiation Certification | Justice Center of Atlanta
Program on Negotiation | Harvard Law School Program
Georgia Psychotherapist of the Year 2018

PROFESSIONAL MEMBERSHIP

American College of Healthcare Executives
American Bar Association
American Psychological Association
American Academy of Clinical Psychology
World Council for Psychotherapy
International Council of Psychologist

WORK EXPERIENCE

CEO / Clinical Consultant The Liberty Mind Center, LLC | 2018-Present

- Provide Behavioral Health Services as a Contractor- Interim Executive Director of Behavioral Health Hospitals with Acute Care Hospitals/ Behavioral Health across the United States.
- Provide consulting services to Inpatient Behavioral Health Facilities within the CHS Corporation. Evaluate barriers to referral development and assist the Programs in developing and implementing strategies to increase volume
- Evaluate the operations of Programs to ensure compliance and establish staffing needs.
- Direct and oversee program operations, including budget management, developing marketing and strategic plans and independent decision making for program requiring clinical expertise.
- Develop, plan and implement program goals, objectives, personnel, resources and equipment. Provide direction and oversight to staff members.
- Serve as a member of the facility Executive leadership team.
- Develop and monitor systems to ensure compliance requirements related to practice site management are achieved. Provide clinical consultation, oversight of case planning and care coordination.
- Ensure that services are focused on the patients presenting treatment needs and requests for service. Direct crisis intervention efforts and intervene as required.
- Provide staff management to include hiring, development, training, performance management and communication to ensure effective and efficient department operation. Review caseloads regularly to ensure appropriate utilization of services.
- Develop and execute new programs according to market needs and provide training, and case consultation.
- Develop and implement operating policies and procedures for the facility. Ensure procedures and workflow are consistent with organizational objectives, treatment protocols, regulations and standards of care.
- Ensure operations conform to established environmental, safety and infection control requirements.
- Deploy a culture of continuous improvement that ensures successful adoption of best practice for outcomes. Provide Operational leadership and direction for areas of responsibility to include the achievement of organizational performance and patient safety.
- Responsible for all aspects of financial and operational performance. Oversee budget development and alignment with clinical services.
- Provide staff management including hiring, development, training, performance management and communication to ensure effective and efficient department operation.
- Accountable for the implementation of referral relationships for services, including an active and visible presence in referring communities with referring physicians. Measure and manage referral performance consistent with the integrated professional model.
- Demonstrate a positive, empathetic and professional attitude towards staff and patients. When patient needs are not met, acknowledge and work to resolve complaints. Recognize that patient safety is a top priority.
- Hire, train and supervise Clinical Service Team members.
- Coordinates under Hospital CEO
- Teacher and Presenter at seminars, workshops and conferences.

CEO/ Mediation & Business Consultant 3D Partners, LLC- l 2003-2018

* Dispute Resolution involving highly celebrated athletes, public figures, politicians and businesses.
* Developed the corporate infrastructure and authored the strategic business, financial and marketing plans.
* Responsible for Client Interaction, Mediations, Dispute Resolution and Team Leadership.
* Served as Vice President / Business Analyst of Publicly Held Company; 500 Million Dollar assets, 250 employees; represented company to local & state political officials, national companies and employee leadership.
* Formulated the sales, marketing and new business development organization and assumed complete general management and P&L responsibilities for new operation.
* Secured Multi- Million Dollar funding from Banks, Financial Institutes and investors.

404.556.6322 · tliberty1@gmail.com · Panama City Beach, FL

* Launched a corporate identity program that resulted in rapid acceptance of the new company and led to the acquisition of 3 highly profitable key multi- million dollar contracts.
* Secured a $2 million dollar real estate land contract. Developed and sold the property for a $4 million dollar profit in 24 months.
* Negotiated long-term strategic alliances with National Home Builders and developed a builders program consisting of top qualified local builders.
* Manage entire real estate development life cycle: design, entitlement, acquisition, construction, disposition.
- Review appraisals, market studies, title work, site and economic data to assess financial/market feasibility.
- Oversee design process: site planning, architecture, engineering, space programming.
- Obtain entitlements: rezoning, permits, environmental clearances, state and local licenses, community and political support, utility and ingress/egress easements, economic development incentives.
- Assist in arranging financing: conventional and federally insured mortgages; return of investor equity, preferred return hurdles, and cash flow distributions; government and non-profit partnerships, federal/local grants, construction-to-perm debt conversions.
- Negotiate and execute: retail lease agreements, exclusive marketing agreements, land purchase contracts.
- Oversee construction: track progress and milestones against schedule, monitor costs against budget, approve change orders, make value engineering decisions, issue directives as owner representative.
- Contribute to various marketing and advertising efforts: copywriting, website, billboards, brochure design.
- Monitor: occupancy levels, operating expenses, debt service coverage ratios, net operating income.
- Property types: multi-family residential mixed-income, affordable and market-rate apartments;
* Created development budgets (land, soft, hard costs), proforma income and cash flow statements, loan sizing estimates, sensitivity analyses, profitability projections (IRR, ROI, ROE).
- Prepared due diligence packages and coordinated with acquisition and construction lenders.
- Prepared disposition and investment marketing packages for potential equity partners and buyers.
- Hired and managed each project's team of third-party general contractors, architects, engineers, environmental consultants, designers, attorneys, salespeople, marketing consultants.
- Secured approvals: Department of Community Affairs land use amendments, city and county planning commission rezoning approvals, building permits, Water Management District conservation easements and wetland mitigation, Army Corps of Engineers wetland delineations, Department of Transportation, public utilities, Department of Environmental Protection submerged land leases and marina dredging permits.
- Property types: luxury high-rise ocean- and river-front condominiums; marinas; master-planned land developments; some mixed-use hotel, retail, office.
- Example: Lead a controversial wetland roadway construction project, which was bogged down in permitting and funding bureaucracy. Served as liaison to political, community, regulatory, and financial stakeholders, successfully restarted the project, and guided it past remaining hurdles to completion.
* Participated as a consultant, speaker and motivator at numerous business leadership conferences and seminars.

Superior interpersonal skills, capable of resolving multiple and complex (sales, human resources, legal, financial, operational) issues and motivating staff to peak performance. Excellent political connections developed as a Mediator/ Consultant.

404.556.6322 · tliberty1@gmail.com · Panama City Beach, FL

404.556.6322 · tliberty1@gmail.com · Panama City Beach, FL

City of
Panama City Beach

City Hall
17007 PCB Parkway
PCB, FL 32413
www.pcbfl.gov

COMMITTEE VOLUNTEER
PLANNING BOARD APPLICATION
PLEASE PRINT

NAME: Grant Wittstruck

HOME ADDRESS: 303 Basin Bayou Dr. PCB, FL 32407

MAILING ADDRESS: _____

Home Phone: — Business Phone: — Cell: 303-815-6161

How is it best to contact you during the day? Cell

E-mail Address: grant.wittstruck@gmail.com Fax Number: _____

Business Address: Home Address

Are you a registered voter of the City of Panama City Beach? Yes X No ____
Do you hold a public office? Yes ____ No X

At the present time, do you serve on any City Board, Commission or Committee? _____

If yes, which one(s)? Half Cent Sales Tax Committee

Planning Board Meets Monthly on the 2nd Wednesday at 1:00 P.M.

I have read and understood Section 112.313, Florida Statutes, setting forth the standards of conduct for public officials and hereby affirm my eligibility to serve on the Planning Board in a voluntary capacity. Copy attached to this Application.

Signature of Applicant

9/5/24
Date

* * * * * * * * * * * * ********** * * * * * * * * *

Please return a completed copy of this form and a copy of your resume, or bio, to the City Clerk via email to lynne.fasone@pcbfl.gov or in person at City Hall.

Please note that you must live within the City limits to be considered for an appointment to the Planning Board.



OBJECTIVE

Dynamic and results-oriented professional with a proven track record in tourism business, community engagement, and marketing.

INTEREST

POLITICS

OUTDOORS

BOATING

FISHING

GRILLING

FAMILY TIME

CONTACT

303.815.6161

Grant@LAT30Partners.io

GRANT B. WITTSTRUCK

DIGITAL MARKETING EXPERT & COMMUNITY LEADER

EDUCATION

BACHELOR OF ARTS – PHOTOGRAPHY

MORNINGSIDE UNIVERSITY

- Major Photography
- Minor Advertising
- Minor Mass Communication
- Awared Senior Art Award - Awarded to the top student in the Art Department

2008

PROFESSIONAL EXPERIENCE

GRAND LAGOON COALITION

BOARD MEMBER

- Collaborate with board members to advocate for environmental preservation and sustainable tourism in the Grand Lagoon area.
- Contribute to strategic planning, fundraising, and community outreach initiatives.

2018 - Present

PANAMA CITY BEACH CHAMBER OF COMMERCE

BOARD MEMBER

- Serve on the board of directors, actively participating in shaping the future of the local business community.
- Promote economic development, foster networking opportunities, and represent member interests.

2022 - Present

CITY OF PANAMA CITY BEACH HALF-CENT CENT OVERSIGHT

COMMITTEE MEMBER

- Provide oversight and guidance on the allocation of funds generated by the 1/2 cent sales tax for community improvements.
- Evaluate and approve projects that enhance the city's infrastructure and quality of life.

2022 - Present

NORTH RIVERSIDE LODGE #662

FREEMASON

- Actively participate in the Freemason organization, contributing to its principles of brotherhood and community service.

2014 - Present

TOURISM INDUSTRY CLIENT PORTFOLIO

RESTAURANTS
Sharky's Beachfront Restaurant
Runaway Island
Hammerhead Fred's
Uncle Ernie's

ATTRACTIONS
Rock'it Lanes
FunPCB
Coastal Yacht Charters
Team Aquatic Charters

MARINAS
Point South Marina - Bay Point
Treasure Island Marina

EVENTS
PCB Oktoberfest
Emerald Coast Cruizin'
Bloody Mary & Music Festival
Freedom Rock's! Fireworks
PCB Marathon
Tacos & Tequila Festival
Pro Watercross

LODGING
Origin at Seahaven
Beach Haven Vacation Rentals
The Reef at Seahaven
Seahaven Beach Hotel

ASSOCIATIONS
Grand Lagoon Coalition

MEDIA PARTNERS

WMBB
WJHG
FOX
Comcast
iHeart Media
Magic Broadcasting
Lamar Outdoor
Trailhead Media
Premium Outdoor
SEE Magazine
Northeast FL Weddings Guide
Visit PCB Guide
Circuit Guide
Beaches Magizine
Emerald Coast Guide
The Menu Mag
Beach Life
Beach TV
Lewis Advertising
PCB Map
Google
Facebook
Instagram
TikToc

PROFESSIONAL EXPERIENCE

LAT30° PARTNERS
CO-FOUNDER / MEMBER

- Spearhead and manage a successful tourism marketing agency, driving client growth and profitability.
- Develop and implement innovative marketing strategies for clients in the hospitality, entertainment, and tourism sectors.
- Cultivate and maintain key industry relationships, resulting in a robust client portfolio and repeat business.
- Lead a team of professionals to deliver exceptional marketing campaigns and client satisfaction.

2017 - Present

ICAST INTERACTIVE
CO-FOUNDER

- Founded and established iCast Interactive along with The Powell Group, a creative agency with offices in three states: Iowa, Louisiana, and Florida.
- Provided strategic leadership, defining the company's vision and overseeing its growth and success.
- Expanded the agency's presence by opening multiple offices, effectively reaching a broader client base.
- Cultivated enduring client relationships, renowned for exceptional service, creativity, and innovation.
- Directed and supervised creative projects, ensuring top-tier quality and exceeding client expectations.

2007 - 2017

AWARDS

TELLY AWARDS
- Silver Telly: Pro Watercross Recap Video @ Sharky's / 2022
- Silver Telly: Uncle Ernie's Gulf to Table Grouper / 2022
- Silver Telly: Open ORTM Promotional Video / 2020
- Bronze Telly: Runaway Island TV Commerical / 2022
- Bronze Telly: The Edison Property Tour / 20
- Bronze Telly: Sharky's Beachfront Restaurant TV Commerical / 2017

DAVEY AWARDS
- Davey Award: Visit Grand Lagoon Website / 2019

AMERICAN ADVERTISING FEDERATION ADDY AWARD
- Best of Show: Visit Grand Lagoon Website / 2019
- Judges Choice Award: Open ORTM Promotional Video / 2020
- Judges Choice Award: Hammerhead Fred's Website / 2020
- Judges Choice Award: Riverview Plastic Surgery Logo / 2018
- Judges Choice Award: Sharky's Beachfront Restaurant TV Commerical / 2017
- Judges Choice Award: Smitty's BBQ Website / 2017
- Countless Gold and Silver Addy's

DES MOINES ART FESTIVAL
- Emerging Iowa Artist / 2008

MORNINGSIDE UNIVERSITY
Senior Art Award - presented to one graduating Art Department Student / 2008

EAGLE SCOUT - BOY SCOUTS OF AMERICA
- Awarded in 2001

CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME: Lynne Fasone, City Council	***2. MEETING DATE:*** October 10, 2024

3. REQUESTED MOTION/ACTION:

Discuss golf cart parking on Oleander Drive and provide direction to Staff.

4. AGENDA: REGULAR AGENDA AND DISCUSSION / ACTION ITEMS	***5. IS THIS ITEM BUDGETED (IF APPLICABLE)?:*** N/A Detailed Budget Amendment Attached: N/A Is Business Impact Statement Attached: N/A
	6. IDENTIFY STRATEGIC PRIORITY: Public Safety Transportation Quality of Life

7. BACKGROUND: WHY IS THE ACTION NECESSARY? WHAT GOAL WILL BE ACHIEVED?

The City Council unanimously agreed during its September 12, 2024, meeting to further discuss golf cart parking on Oleander Drive at its October 10, 2024 meeting.