



City of
Panama City Beach

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

**CITY COUNCIL
REGULAR MEETING AGENDA
THURSDAY, SEPTEMBER 26, 2024
9:00 AM**

- A. CALL TO ORDER AND ROLL CALL**
- B. INVOCATION BY PASTOR RAMON DUVALL FROM THE BEACHSIDE FELLOWSHIP CHURCH**
- C. PLEDGE OF ALLEGIANCE LED BY COUNCILMAN ETHAN REGISTER**
- D. COMMUNITY ANNOUNCEMENTS**
 - D.1 Community Announcements
 - [Item Memo](#)
 - [09.26.2024.Community Announcements.pdf](#)
- E. APPROVAL OF MEETING MINUTES**
 - E.1 September 12, 2024 Regular Meeting Minutes
 - [Item Memo](#)
 - [09.12.2024.Council Meeting Minutes.draft.v2.pdf](#)
- F. APPROVAL OF AGENDA, AND ADDITIONS OR DELETIONS**
- G. PRESENTATION**
 - G.1 Employee Years of Service Awards
 - [Item Memo](#)
 - [Employee Service Awards 9.26.24.pdf](#)
- H. PUBLIC COMMENTS – CONSENT AGENDA AND NON-AGENDA BUSINESS (LIMITED TO THREE MINUTES)**
- I. CONSENT AGENDA**
 - I.1 **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.**
 - [Item Memo](#)
 - [Res 24-180.North Amer Fire Equip Co.Lion.Purchase of Firefighter Turnout Gear.pdf](#)
 - [Exhibit A.North American Fire Equipment Co.Turnout Gear Quote.pdf](#)
 - [Exhibit B.Oregon League of Cities.LION.Gear.pdf](#)
 - [LOC and LION Extended Letter 2025.pdf](#)

- I.2 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 \$18,345.34 PLUS ADDITIONAL CHARGES AS PROVIDED IN THE BODY OF THE AGREEMENT.**

[Item Memo](#)

[City of PCB Agreement for Copier Purchase.Updated.09.23.2024.pdf](#)

[PCB 24-37R OVERALL EVAL Scoring Sheet - FINAL.pdf](#)

[Res 24-181.RJ Young.Copier Purchase.Annual Amount.pdf](#)

- I.3 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.**

[Item Memo](#)

[Res 24-182.Designating ARPA Funds.Fire Station 31.pdf](#)

- I.4 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.**

[Item Memo](#)

[Res 24-183.Renew Insurance FLC.pdf](#)

[Exhibit A to Res 24-183.Quote.PDF](#)

- I.5 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.**

[Item Memo](#)

[Res 24-184.Auditor Services 2024-2028.Carr Riggs Ingram.pdf](#)

[FINAL PCB 24-34 OVERALL EVAL Scoring Sheet - Based on Four.pdf](#)

[CRI City of PCB-PCB24-34-Cost Estimate.pdf](#)

[Exhibit.City of PCB FS Audit Engagement Letter and MSA 9.24.24.pdf](#)

[Exhibit.CRA Audit Engagement Letter and MSA 9.24.24.pdf](#)

- I.6 ACTION BY MOTION, CONTINUATION OF MANDATORY SICK LEAVE PAYOUT PROGRAM.**

[Item Memo](#)

[Sick Leave Mandatory Payout.300 Hours.pdf](#)

[Sick Leave Payout 300 Hours by Department with Burden.pdf](#)

J. CITY MANAGER REPORT

K. CITY ATTORNEY REPORT

L. COUNCIL COMMENTS

M. 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
MARY COBURN X
MICHAEL JARMAN X
ETHAN REGISTER 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.

/s/ City Clerk Date

PAUL CASTO X
MARY COBURN X
MICHAEL JARMAN X
ETHAN REGISTER 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.

/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:

September 26, 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.

[09.26.2024.Community Announcements.pdf](#)



City of

Panama City Beach

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

Community Announcements
for the
September 26, 2024
City Council Regular Meeting

Date	Event	Location
Saturday, September 28	Fall Festival & Market	Aaron Bessant Park
September 28 & 29	Red Cross Lifeguard Training Class	Aquatic Center
Tuesday, October 1 6:00 PM	2nd Public Input Meeting for the Skate Park	Frank Brown Park Community Center
October 5 & 6	USFA Fastpitch Tournament	Frank Brown Park
Thursday, October 10 6:00 PM	Next City Council Meeting	City Hall
October 11 thru 13	Pirates & Renaissance Festival	Aaron Bessant Park
October 12 & 13	USA Softball Tournament	Frank Brown Park



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Lynne Fasone, City Council

2. MEETING DATE:

September 26, 2024

3. REQUESTED MOTION/ACTION:

Review and approve City Council's September 12, 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.

[09.12.2024.Council Meeting Minutes.draft.v2.pdf](#)



City of Panama City Beach

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

DRAFT

MINUTES of the **September 12, 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.

Mayor Stuart Tettemer called the September 12, 2024 regular meeting to order at 6:00 p.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, Directors, staff, and members of the public and press.

INVOCATION AND PLEDGE OF ALLEGIANCE

Vice Mayor Michael Jarman led the invocation. Councilmember Mary Coburn led the Pledge of Allegiance.

Mayor Tettemer invited everyone to briefly adjourn into the lobby for an unveiling of former City Manager Richard Jackson's photograph at 6:03 p.m.

COMMUNITY ANNOUNCEMENTS

At 6:06 p.m. Mayor Tettemer presented community announcements.

APPROVAL OF MEETING MINUTES

Mayor Tettemer called for approval of meeting minutes.

1. August 6, 2024 Special Meeting / Budget Workshop Minutes
2. August 8, 2024 Special Council Meeting Minutes
3. August 22, 2024 Regular Meeting Minutes

Hearing and seeing no comments, **Vice Mayor Jarman moved to approve the minutes listed above. Councilman Casto seconded the motion. All were unanimously in favor of approval of the meeting minutes by a (5-0) roll call vote.**

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

APPROVAL OF AGENDA

Mayor Tettemer called for approval, additions and/or deletions to the agenda. Mayor Tettemer recommended tabling **Item #11 Discussion / Action Item Marijuana Dispensaries** until the October 10 meeting. Councilman Casto recommended tabling Item #11 until after the election as he needed more time.

Mayor Tettemer called for Council discussion. Discussion took place regarding the timing of Florida Amendment 3 legalizing marijuana and a possible effective date. Discussion regarding tabling the item to a date certain took place. Discussion regarding if there was an advantage for Council to act prior to the amendment possibly passing. Attorney Davis noted if the amendment passes, it would not take effect until 6 months after passage.

Councilman Casto moved to table Item 11 until the November 14, 2024 meeting. Vice Mayor Jarman seconded the motion. All were unanimously in favor of the motion by a (5-0) roll call vote.

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

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

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

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

Mayor Tettemer provided instructions and then opened the floor to non-agenda business public comments, limited to three minutes each.

1. Tom Klumps – Mr. Klumps expressed concerns about special events taking place in the City. Mr. Klumps commented on drownings on the beach and stated that Council did not care about people getting killed and hurt during the Thunder Beach event. Mr. Klumps asked Council to take another look at the special events ordinance.
2. Gary Wayne Beck – Mr. Beck handed out 5 pages of written comments to be distributed to the entire Council. Mr. Beck commented on his name being forged on paperwork concerning his house. Mr. Beck further commented that a man paid his property taxes. Mr. Beck further talked about criminals trying to take his house.
3. Genice Hatcher - Mrs. Hatcher commented that she thought the Mayor should recuse himself when voting on matters dealing with his community, Bid-A-Wee, as he owns two homes in that neighborhood. Mrs. Hatcher commented that CRA money should be used to beautify the CRA corridor and not to be used to purchase land at Nick's Pizza to provide parking for Bid-A-Wee folks.
4. Scott Heilman – Mr. Heilman commented, with respect to Mr. Klumps comments, the First Amendment protects people and their rights to gather and asked him to look at constitutional rights. Mr. Heilman further commented that no one's voice should be silenced in this building, and he would like the Mayor to address that concern.

Hearing and seeing no further comments, Mayor Tettemer closed that public comment period and asked Manager Whitman to respond to the public comments.

Manager Whitman commented, with respect to Mr. Klumps' concerns, the City did revamp its special events ordinance and further discussed the recent amendments to the ordinance. Manager Whitman reported with respect to the City possibly taking Nick's Pizza, if that happens it would be used for public parking, with an area for stormwater. Mayor Tettemer concurred and added that the Nick's Pizza plan had been in the works for some time now and would be mostly used by the Bahama Beach residents. Mayor Tettemer reminded everyone that the council meeting was a limited public forum and Council members had an obligation to keep decorum, however, if a person continuously disrupts a meeting that person would be able to submit comments in writing.

Vice Mayor Jarman reminded everyone that the issues concerning Mr. Beck were outside of the City's jurisdiction, both police and code enforcement. Vice Mayor Jarman also commented with respect to Nick's Pizza, if that property goes through it would help realign the intersection and would leave some space to be utilized for parking. Vice Mayor Jarman reminded everyone that four years ago Council opened up the public comment period to anyone who wanted to speak, not just residents.

CONSENT AGENDA

Mayor Tettemer asked Clerk Fasone to read the Consent Agenda.

RESOLUTION NO. 24-174, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A COMBINED TASK ORDER AND NOTICE TO PROCEED WITH GEMINI ENGINEERING & SCIENCES, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO GAYLE'S TRAILS CULVERT IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$152,000.00.

RESOLUTION NO. 24- 175, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN ASSISTANCE TO FIREFIGHTERS GRANT AGREEMENT WITH THE DEPARTMENT OF HOMELAND SECURITY FOR MISSION-BASED RESILIENCE IN THE AMOUNT OF \$497,619.04 AND DESIGNATING THE CITY'S AUTHORIZED REPRESENTATIVE.

RESOLUTION NO. 24-176, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF LIQUID SODIUM HYPOCHLORITE FROM ODYSSEY MANUFACTURING CO. FOR THE UTILITIES DEPARTMENT AT THE SET UNIT PRICE OF \$1.65 PER GALLON AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE BAY COUNTY, FLORIDA, CONTRACT GOVERNING THAT PURCHASE.

RESOLUTION NO. 24-177, A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A CHANGE ORDER TO THE CITY'S AGREEMENT WITH DOMINGUEZ-DESIGN BUILD, INC. FOR THE FIRE STATION #31 PROJECT TO INCREASE THE CONTRACT AMOUNT BY \$41,266.00 AND ALLOWING THE CITY MANAGER TO EXECUTE FUTURE CHANGE ORDERS UNDER CERTAIN CONDITIONS TO ACCOUNT FOR TAX SAVINGS.

Mayor Tettemer noted the Consent Agenda was available to Council. **Vice Mayor Jarman 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.**

Councilmember Coburn	Aye
Councilman Register	Aye
Vice Mayor Jarman	Aye

Councilman Casto
Mayor Tettemer

Aye
Aye

REGULAR AGENDA- DISCUSSION/ACTION ITEMS

ITEM 1. ORDINANCE NO. 1648, AMENDING THE CITY'S COMPREHENSIVE GROWTH DEVELOPMENT PLAN RELATED TO THE SANITARY SEWER ELEMENT; SECOND READING / PUBLIC HEARING.

Mayor Tettemer invited Attorney Davis to comment. Attorney Davis read Ordinance No. 1648 by title only. Mayor Tettemer invited Director Mel Leonard to comment. Director Leonard summarized that this was a state requirement for all local governments to make updates to its comprehensive plan. Director Leonard reported the state had no objections to the City's proposed plan so after this second reading, if passed by Council, he would send it back to the state for its final approval. Further discussion regarding the state making every local government look at the feasibility of converting existing septic to sanitary sewer.

Mayor Tettemer opened the public hearing. Hearing and seeing no comments, Mayor Tettemer closed the public hearing. Mayor Tettemer invited comments from Council. **Councilman Casto moved to approve Ordinance No. 1648. Councilman Register seconded the motion. All were unanimously in favor of approval of Ordinance No. 1648 by a (5-0) roll call vote.**

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

ITEM 2. ORDINANCE NO. 1651 AMENDING SECTION 7-3 OF THE CITY'S CHARTER RELATED TO THE CONDUCT OF MUNICIPAL ELECTIONS, PROPOSING A CHANGE FROM APRIL TO NOVEMBER FOR CITY ELECTIONS, SECOND READING / PUBLIC HEARING.

Mayor Tettemer invited Attorney Davis to comment. Attorney Davis read Ordinance No. 1651 by title only. Mr. Davis reported Council requested that staff prepare an ordinance changing the date of municipal elections from April to November to coincide with state and federal elections. Mr. Davis added that this version, per Council's direction, addressed the lame duck session and meeting dates in November.

Mayor Tettemer opened the public hearing.

1. Tom Klumps, Mr. Klumps spoke in opposition to Ordinance 1651. Mr. Klumps commented that this should be done by public referendum and Council should not be taking his rights away.

Mayor Tettemer called for further public comment. Hearing and seeing none, Mayor Tettemer closed the public hearing. Mayor Tettemer called for comments from Council.

Vice Mayor Jarman noted that this amendment, in his opinion, would give more people the right to vote and **moved to approve Ordinance 1651. Councilman Register seconded the motion. The motion was approved by a (3-2) roll call vote.**

Councilmember Coburn	No
Councilman Register	Aye
Vice Mayor Jarman	Aye
Councilman Casto	Aye
Mayor Tettemer	No

ITEM 3. ORDINANCE NO. 1652, AMENDING SECTION 19-154 OF THE CITY'S CODE OF ORDINANCES RELATED TO PERMITTING IN PUBLIC RIGHT-OF-WAYS; FIRST READING/ PUBLIC HEARING.

Mayor Tettemer invited Attorney Davis to comment. Attorney Davis read Ordinance 1652 by title only. Attorney Davis explained the ordinance would add 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. Mr. Davis further explained that the notice must occur on or before the work begins, and proof of compliance must be provided to the City before the conclusion of the work. Additionally, Mr. Davis explained that notice was only required for improved adjacent properties and would not apply to vacant properties and would not apply to small projects or for emergency work.

Mayor Tettemer invited comments from Council and **recommended that Council amend the ordinance from 1,000 feet in Section C (d) on page 2 to 500 feet.**

(d) Notice is only required for large projects, defined as impacting 1,000 feet or more of right-of-way.

Councilmember Coburn concurred with Mayor Tettemer. Vice Mayor Jarman asked Director Shaeffer to address Council on this issue. Further discussion regarding the sizes of projects, damage to property, FP&L having the biggest kick back on this, emergency work, and the City helping with locates. Director Shaeffer reported when someone's line gets messed up, that person calls the City, so it would be nice if contractors would notify residents, the door hangers with have the contractor's number on it. Director Shaeffer noted he was in support of the 500 feet amendment.

Vice Mayor Jarman moved to approve Ordinance 1652, with the 500 feet amendment in Section C (d). Councilmember Coburn seconded the motion. All were unanimously in favor of approval of Ordinance 1652, as amended, by a (5-0) roll call vote.

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

ITEM 4. ORDINANCE NO. 1654, AMENDING THE CITY'S LAND DEVELOPMENT CODE RELATED TO FLOOD MANAGEMENT REGULATIONS; FIRST READING/ PUBLIC HEARING.

Mayor Tettemer invited Attorney Davis to comment. Mr. Davis read Ordinance No. 1654 by title only. Mayor Tettemer invited Director Mel Leonard to the podium. Director Leonard explained that new FEMA flood maps are scheduled to come out in October and the Florida Department of Emergency Management sent recommendations to the City to add these maps into its Land Development Code (LDC). Director Leonard added putting these maps in the LDC would allow the City to maintain its 5 rating, exceptional rating, which allows residents a 25% discount on its flood insurance.

Mayor Tettemer opened the public hearing. Hearing and seeing no comments, Mayor Tettemer closed the public hearing and invited comments from Council.

Discussion took place regarding adding a "Coastal Flood Zone A" that will mostly impact Moonlight Bay Drive area, wave heights, impacting new construction and/or 50% or more construction on buildings and

perhaps mobile homes. Councilman Register inquired if there were any changes that improves residents flood zones. Director Leonard stated no, that would never happen.

Councilman Register moved to approve Ordinance 1654. Councilman Casto seconded the motion. All were unanimously in favor of approval of Ordinance No. 1654 by a (5-0) roll call vote.

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

ITEM 5. ORDINANCE NO. 1653, ESTABLISHING THE WATER, SEWER, AND RECLAIMED WATER RATES FOR FISCAL YEAR 2024-25; FIRST READING / PUBLIC HEARING.

Mayor Tettemer invited Attorney Davis to comment. Mr. Davis read Ordinance No. 1653 by title only. Mayor Tettemer invited comments from Director Shaeffer.

Director Shaeffer presented a few PowerPoint slides showing residential water rate comparisons in Bay County. Director Shaeffer recommended, if approved by Council, customers within the City limits using the typical 6,000 gallons per month would see an increase in their water and sewer bill of \$1.58 per month.

Mayor Tettemer called for comments from Council. Councilman Casto thanked Director Shaeffer and noted his support for the small, consistent rate hike that helps the City maintain its systems. Vice Mayor Jarman inquired if the Bay County increase was taken into consideration. Director Shaeffer noted that the 3% Bay County rate increase was baked into the small increase. Vice Mayor Jarman concurred with Councilman Casto and supported the ordinance.

Mayor Tettemer called for public comments. Hearing and seeing no public comments, Mayor Tettemer closed the public period.

Mayor Tettemer called for additional comments from Council. Hearing and seeing none, **Councilman Casto moved to approve Ordinance 1653. Vice Mayor Jarman seconded the motion. All were unanimously in favor of approval of Ordinance No. 1653 by a (5-0) roll call vote.**

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

***ITEM 6. RESOLUTION NO. 24-178, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY, THE PANAMA CITY BEACH FRONT BEACH ROAD COMMUNITY REDEVELOPMENT AGENCY, AND THE BAY COUNTY BOARD OF COUNTY COMMISSIONERS.**

Mayor Tettemer invited Attorney Davis to comment. Attorney Davis read Resolution No. 24-178 by title only. Attorney Davis explained since the creation of the Front Beach Road CRA, the City, the Agency, and the Bay County Commission have worked together to ensure that payment of the CRA tax increment revenue was handled in a manner that was workable and cooperative with Bay County. Mr. Davis added the parties have entered into agreements in 2003, 2005, and 2020 in an effort to ensure that the CRA could fully fund projects, while also providing financial stability to the taxpayers of Bay County. Additionally, Mr. Davis explained in 2023, the County requested that the City forego an additional portion of its tax

increment funding to account for the historic taxable value growth in the Front Beach Road CRA while still fully funding the projects necessary to accomplish the goals of the CRA. Mr. Davis reported the proposed agreement in front of Council accomplish this: 1) The TIF would be limited to the amount calculated based on 4.4362 mils; 2) The TIF in any given year would be capped at \$30M with a 1% increase for every year that the TIF was over \$30M; 3) The TIF may be spent for any purpose consistent with the CRA plan, including operations and maintenance and debt service; 4) a Working Group would be established to provide an easy avenue for resolving disputes and/or clearing up any questions, however, if a dispute could not be resolved by the Working Group, the County Commission and City Council may meet jointly to discuss the issue; 5) The City will prepare a Near Term Work Plan each year and submit that plan to the County which serves to comply with new statutory requirements for the CRA; and 6) the term of the agreement would be 9 years and, if not renewed within 180 days of expiration, the agreement expires and the parties revert to the 2020 agreement currently in place.

Mayor Tettemer called for public comments.

1. Bay County Commissioner Clair Pease – Commissioner Pease thanked staff, Drew, Cole, Holly and the Council for working so hard on this and in getting this done. Commissioner Pease thanked Councilman Register for getting it jump started again.

Mayor Tettemer called for further public comments. Hearing and seeing no comments, Mayor Tettemer closed the public comment period.

Mayor Tettemer called for comments from Council. Mayor Tettemer offered his support but inquired if Council was comfortable with the 9-year term, should it be pulled back. Vice Mayor Jarman noted that he was comfortable with the 9-year term as it stabilizes the City's uses for maintenance. Council further discussed the pros and cons of possibly changing the terms of the agreement. **Councilman Register moved to approve Resolution 24-178 as written. Vice Mayor Jarman seconded the motion. All were unanimously in favor of approval of Resolution No. 24-178 by a (5-0) roll call vote.**

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

***ITEM 7. RESOLUTION NO. 24-179, PROVIDING FOR FINDINGS AND AUTHORIZING AND DIRECTING THE EXECUTION OF A CRA NEAR TERM WORK PLAN.**

Mayor Tettemer invited Attorney Davis to comment. Attorney Davis read Resolution No. 24-179 by title only. Mayor Tettemer invited CRA Manager Scott Passmore to the podium. Mr. Passmore discussed the CRA projects in the hopper right now.

Mayor Tettemer called for comments from Council. Discussion regarding the status of and when Route 79 would be completed took place. Discussion regarding the "smart-lighting concept" being an old concept and it being eliminated from the plan took place. Discussion regarding the City having better working relationships with contractors, such as FP&L took place.

Mayor Tettemer called for public comments.

1. Genice Hatcher – Mrs. Hatcher spoke in opposition to adding parking within the CRA at Oleander. Mrs. Hatcher reported that Council members should have received six letters from concerned citizens of Oleander Drive regarding the Mayor's enhanced golf cart parking at Oleander Drive.

Mrs. Hatcher expressed concern and stated that Council should not be able to push the enhanced parking on people and only since the Mayor had taken office did this come up. Mrs. Hatcher expressed concern about the proposed 125 new golf cart parking spaces. Mrs. Hatcher expressed concern that the Mayor has meetings with Bid-A-Wee people and how to better that community. Mrs. Hatcher expressed concern that the Mayor was not representing all of the people, only the people of Bid-A-Wee.

Mayor Tettemer commented with respect to potential parking at Nick's Pizza that plan had been out there for about 4 years and further discussion the need of that area for stormwater. Mayor Tettemer commented with respect to potential parking at Oleander at Beach Access 47, the City discussed moving parking to the other side of Oleander to help address parking concerns at that Beach Access.

Vice Mayor Jarman recommended looking at changing the proposed Nick's Pizza parking lot to a mixed-use parking lot for cars and LSVs as that had not been designed yet.

Councilman Register commented on recently visiting with six residents' homes on Oleander Drive. Councilman Register noted that he would be in favor of a mixed-use parking lot at Nick's Pizza, however, he did not request for those 125 parking spots to be design on Oleander, nor would he ever as he did not think that it was a good idea. Discussion regarding people parking in the right of way took place. Councilman Register inquired as to how many parking spots would be in the mixed-use Nick's Pizza parking lot. Manager Whitman stated about 37-47 mixed use spots. Councilman Register noted that it sounded like this would solve the problem. Councilman Register added that he did not appreciate how the proposed design of 125 additional parking spots was brought to him and talked about how 125 spots would not fit down there. Councilman Register noted there should be a happy medium without adding additional burden to the residents at Oleander.

Mayor Tettemer talked about how Council arrived at the maximum number of 125 parking spots. Discussion regarding having a few spots each at seven beach accesses, moving the shoulder parking down, reducing the number of spots and parking impact in that area took place.

Councilman Register expressed concern that anytime he would like to give staff direction on something he is required to get consensus from the dais, and this was brought to him and money spent without any consensus from the dais and he thought that was disrespectfully to everyone on the dais.

Mayor Tettemer explained that this was within the City Manager's spending authority and discretion, \$5,000.00, to investigate/research prior to presenting to Council.

Further discussion regarding the Corradino Group asking Dewberry and Volkert to do conceptional drawings and to gather information to be provided to the City Manager and Mayor took place. Discussion regarding Dewberry and Volkert not charging the City for the conceptional drawings/design took place. Councilman Register expressed concern that Volkert was studying its own idea. Councilman Register stated the goal of the CRA was to get the roads built. Councilman Register inquired if a study of the entire CRA could be done afterwards, instead of paying for multiple studies on the different sections. Discussion regarding not delaying construction on Segment 4.3 and the design/build of the wall took place.

Mr. Passmore discussed the purpose of the Front Beach Road presentation presented to Council during the August 22nd meeting. Councilman Register inquired if Mr. Passmore had his preference would he do one overall study or study each section as they get built and which would be more cost effective. Mr. Passmore stated whichever the Council desired, however, it would be more cost effective to do one study for several reasons. Further discussion regarding the design/build of the wall and the shoulder area being eliminated and challenges as Beach Access 47 took place.

Vice Mayor Jarman inquired if Volkert and/or Dewberry charged the City for this design. Mr. Passmore stated no, it was within the scope of the contract, do to this conceptional design; they answer inquiries, requests and concerns. Vice Mayor Jarman inquired if Mr. Passmore had met with any council members to do the conceptional design. Mr. Passmore stated he met with the Mayor and the City Manager. Vice Mayor Jarman expressed concern that if the companies did not charge, that may be considered a gift to the City which could be a conflict and transparency issue to be addressed.

Councilman Casto discussed, and Mr. Passmore confirmed, that the plans contemplate an underground stormwater chamber area, not an open retention pond, at the proposed Nick's Pizza parking lot with approximately 40-45 parking spots built over the stormwater chamber.

Manager Whitman asked for clarification from Council on the study that he was directed to do during the August 22 meeting, and in the meantime perhaps Council could vote on the near-term work plan.

Mayor Tettemer recommended removing 2(b) "smart lighting" from the near-term work plan. Mr. Passmore reported it was directed to be removed by the time he came to work on the CRA, remotely controlled lighting, etc. Discussion regarding the purpose of the near-term work plan, being a statement of goals took place. Councilmember Coburn noted she would like to have more information on smart lighting. Councilman Register concurred.

Mayor Tettemer called for additional comments from Council. Hearing and seeing none, **Vice Mayor Jarman moved to approve Resolution 24-179. Councilmember Coburn seconded the motion. All were unanimously in favor of approval of Resolution No. 24-179 by a (5-0) roll call vote.**

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

Manager Whitman asked for clarification from Council on the study that he was directed to do during the August 22 meeting; the direction was a traffic study with a traffic engineer for Segment 4.3 and should he still look at the parking on Oleander.

Councilman Register moved to remove all of those things based on the discussion that just took place.

Mayor Tettemer discussed the red lanes and how residents do not feel like they are getting anything out of the CRA. Mayor Tettemer stated that if a study was done on Segment 4.3, then the City could use that study for Segments 4.1 and 4.2. Attorney Davis reported by state statute that a new study would need to be done because if any portion of any lane is changed a new study would be required by statute. Vice Mayor Jarman reported that until Front Beach Road is completed the red lanes won't be used because they are not connected.

Councilman Register advocated for the CRA road to be built sooner rather than later. Mayor Tettemer advocated for a study to see if residents can get value out of the red lanes, addressing parking issues and balancing all concerns.

Vice Mayor Jarman advocated for researching if the possible parking at Nick's Pizza would work and for starting a study now pertaining to lanes changes to LSV, for the entirety of the CRA, and then go from there.

Councilman Casto inquired if a study would slow up the bidding on Segments 4.1 and 4.2 CRA where it would not get bid out this year. Mr. Passmore stated no, and added this is a striping and signalization exercise for lane usage. Further discussion regarding timing, the red paint being bid as an alternative, striping and change orders took place.

Discussion regarding the purpose and location of pull-offs/pull-over lanes and how they might be used in the future took place. Discussion regarding what a traffic study may study and using a service similar to “Freebie” took place. Further discussion regarding the best route to take with respect to the wall, creating consensus, getting the CRA done, the location of the wall, and the size of the right of way at the wall took place.

Mayor Tettemer suggested pushing this discussion to another meeting. Councilman Casto recommended, as recommended by Vice Mayor Jarman, that Council start a traffic study on the entire CRA now, as long as it does not hold up the construction on Segments 4.1 and 4.2.

Mayor Tettemer summarized that Council would like a traffic study on the Front Beach Road CRA now, with options for additional lanes, including as they are now with the transit, and with the LSV/bike as presented at the August 22 meeting, and other options as they come available, as long as it does not hold up the construction on Segments 4.1 and 4.2. All Council members concurred. Councilman Register asked for consensus that Dewberry and Volkert not be involved with the study. Manager Whitman noted that this would be over his spending authority so it would come back to Council.

Mayor Tettemer summarized that the Oleander discussion regarding parking be pushed to the October 10, 2024 meeting. Council members concurred after discussion regarding funding a parking study took place.

ITEM 8. RESOLUTION NO. 24-162, AMENDING THE CITY'S BUDGET FOR THE FISCAL YEAR 2023-2024.

Mayor Tettemer invited Attorney Davis to comment. Attorney Davis read Resolution No. 24-162 by title only. Mayor Tettemer invited Director Gibson to the podium.

Director Gibson reported that all amendments recommended by City Council and the department heads, with approval of the City Manager, have been incorporated into this amended budget.

Mayor Tettemer called for comments from Council. Council members thanked Director Gibson and staff.

Mayor Tettemer called for public comments. Hearing and seeing no comments, Mayor Tettemer closed the public comment period.

Councilman Casto moved to approve Resolution 24-162. Vice Mayor Jarman seconded the motion. All were unanimously in favor of approval of Resolution No. 24-162 by a (5-0) roll call vote.

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

ITEM 9. RESOLUTION NO. 24-163, ESTABLISHING THE CITY'S BUDGET FOR FY 2024-2025.

Mayor Tetterer invited Attorney Davis to comment. Attorney Davis read Resolution No. 24-163 by title only.

Manager Whitman reported this budget incorporates all the amendments recommended by City Council during the budget workshop. Mayor Tetterer thanked Council members and staff for a productive budget workshop.

Mayor Tetterer called for public comments. Hearing and seeing no comments, Mayor Tetterer closed the public comment period.

Vice Mayor Jarman moved to approve Resolution 24-163. Councilman Register seconded the motion. All were unanimously in favor of approval of Resolution No. 24-163 by a (5-0) roll call vote.

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

***ITEM 10. RESOLUTION NO. 24-164, AMENDING THE BUDGET FOR THE COMMUNITY REDEVELOPMENT AGENCY (CRA) FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2023, AND ENDING ON SEPTEMBER 30, 2024; ESTABLISHING THE BUDGET FOR THE COMMUNITY REDEVELOPMENT AGENCY (CRA) FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2024, AND ENDING ON SEPTEMBER 30, 2025.**

Mayor Tetterer invited Attorney Davis to comment. Attorney Davis read Resolution No. 24-164 by title only. Mayor Tetterer invited Director Gibson to the podium.

Director Gibson reported this resolution would authorize the CRA amended budget as well as establish a CRA budget for FY2024-2025. Discussion regarding this budget taking into consideration the interlocal agreement adopted earlier took place.

Mayor Tetterer called for public comments. Hearing and seeing no comments, Mayor Tetterer closed the public comment period.

Vice Mayor Jarman moved to approve Resolution 24-164. Councilmember Coburn seconded the motion. All were unanimously in favor of approval of Resolution No. 24-164 by a (5-0) roll call vote.

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

ITEM 11. DISCUSSION / ACTION ITEM, MARIJUANA DISPENSARIES. – *Item moved to the November 14, 2024 council meeting at the beginning of the meeting.*

CITY MANAGER REPORT –Manager Whitman thanked the Finance Department for working so hard on the budget and especially Joey St. Germain on the interlocal agreement.

CITY ATTORNEY REPORT – Attorney Davis reported he had altered Council earlier this week that D-Bats agreed to a mutual rescission of its lease for the 8 acres at the entrance of Frank Brown Park. Mr. Davis reported the tenant never took position of the property. Mr. Davis added that City Council’s approval was not necessary and recommended a mutual parting of the ways. Council members concurred.

COUNCIL COMMENTS – Mayor Tettemer called for comments from Council.

Councilman Register thanked staff, Police and Fire for their Labor Day presence and thanked Mr. Whitman, Mr. Davis and Ms. White for their work on the interlocal agreement with Bay County.

Vice Mayor Jarman thanked the Jackson family for coming out today to honor Richard Jackson. Vice Mayor Jarman thanked the Council members who supported the ordinance amending the city’s election day.

Mayor Tettemer asked everyone to keep Mrs. Gayle Oberst in their prayers. Mayor Tettemer thanked everyone for attending and announced that Council’s next meeting was schedule for September 26th at 9:00 a.m. God Bless.

With nothing further, Mayor Tettemer adjourned the meeting by unanimous consent at 8:32 p.m.

READ AND APPROVED this _____ day of September, 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.



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Julie Roeder, Administration

2. MEETING DATE:

September 26, 2024

3. REQUESTED MOTION/ACTION:

Recognize employees for years of service with the City.

4. AGENDA:

PRESENTATION

**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
Quality of Life
N/A

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

Recognition of employee service.

[Employee Service Awards 9.26.24.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

**City Council Meeting
September 26, 2024**

Employee Plaque Presentations

**Building & Planning Department
Lauryn Pumphrey – 5 Years**

**Fire Department
Katie Odom – 5 Years**

**Parks and Recreation Department
Marydale Moore – 5 Years**

**Public Works Department
Brent Miller – 5 Years**

Mayor
Stuart Tettermer

Vice Mayor
Michael Jarman

Ward 1
Paul Casto

Ward 2
Ethan Register

Ward 3
Mary Coburn

City Manager
Drew Whitman
Asst. City Mgr.
Holly White



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Ray Morgan, Fire

2. MEETING DATE:

September 26, 2024

3. REQUESTED MOTION/ACTION:

Staff requests approval of Resolution No. 24-180 authorizing the purchase of eleven (11) complete sets of firefighter turnout gear, consisting of (11) coats and (11) pants, from North American Fire Equipment Company ("NAFECO"), an authorized distributor for LION, in the total amount of \$38,258.00 for the Fire Rescue Department. This purchase is a "piggyback" utilizing the League of Oregon Cities Contract No. PS20065 with Lion.

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:

Public Safety

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

As part of the department's strategic plan, Staff requests approval to purchase eleven (11) sets of firefighter turnout gear in the amount of \$38,258.00. The purchase aligns with our FY 2024 purchasing plan and is included in the Department's FY 2024 budget. Staff recommends piggybacking this purchase from the League of Oregon Cities Contract No. PS20065 with Lion via an approved distributor, North American Fire Equipment Company ("NAFECO"). The eleven sets of firefighter turnout gear, consisting of (11) coats and (11) pants, will replace gear that is reaching the end of its 10-year service life. The existing gear will serve as back-up sets until such expiration occurs. This purchase will support our annual goal of replacing and/or restocking our inventory of firefighting ensembles ensuring that our firefighters are protected from the dangers encountered in firefighting and other emergency scenes. This purchase also aligns with our firefighter cancer prevention plan. Staff recommends approval.

[Res 24-180.North Amer Fire Equip Co.Lion.Purchase of Firefighter Turnout Gear.pdf](#)

[Exhibit A.North American Fire Equipment Co.Turnout Gear Quote.pdf](#)

[Exhibit B.Oregon League of Cities.LION.Gear.pdf](#)

[LOC and LION Extended Letter 2025.pdf](#)

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.

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 execute and deliver on behalf of the City that certain Agreement between the City and Lion, through authorized distributor, North American Fire Equipment Company, for the purchase of Firefighter Turnout Gear for the Fire Department in the total amount of Thirty-Eight Thousand Two Hundred Fifty-Eight Dollars and No Cents (\$38,258.00) 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.
2. By accepting the proposal referenced above, the City agrees to be bound to the same terms and conditions as were obtained by the Oregon League of Cities through an advertised, competitive bidding process, Contract No. PS20065, as subsequently amended, in the form **attached** as Exhibit B.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, City Clerk

**NAFECO**

Mailing: P.O. Box 2928
Physical: 2601 Beltline Road
Decatur, AL 35602-2928
(800) 628-6233
info@nafeco.com

Quotation

Q5924082010865

Date: 2024-09-04
Expires: 2024-11-04
FOB: Origin

Customer Number: PAN025
Customer Information: PANAMA CITY BEACH FIRE RESCUE
Address: 17121 BACK BEACH ROAD
PANAMA CITY BEACH, FL 32413

Attention: JUSTIN BUSCH
Phone: 850-258-0007
Email: justin.busch@pcbfl.gov
Prepared By: Eli Bryars

Qty	Item #	Description	Each	Total
11	PSGQ30586-COAT	PCBFR Custom Turnout Coat- V FORCE MSRP: \$3,741.34, 1. 4" Isodri wristlet sewn to liner system with 5/8"x3 1/8" Nomex webbing thumbloop w/1" spacing between bartacks. 2. Magnetic Chest Storm Flag Closure 3. USA Flag patch to right sleeve 4. Hangtag to read "LAST NAME" 5. Yoke to read straight, "PCBFR" 6. To include name on tagline.	\$2,053.00	\$22,583.00
11	PSGQ30586-PANT	PCBFR Custom Turnout Pant-Super Deluxe MSRP: \$2,596.00, Includes suspenders, Belted Pant, Removable Knee Pads, Vertical reflective trim on the outside of the pant leg that begins at the bottom of the pant pocket and connects at the ankle reflective trim. To include name on tagline.	\$1,425.00	\$15,675.00
			Subtotal	\$38,258.00
			Freight	TBD
			Total	\$38,258.00

tax & freight to be determined

Notes: Shipping is Free. Per League of Oregon Cities Contract, RFP 1915, NPPGOV Contract #PS20065, 35% discount off turnout gear. NAFECO is offering an additional 10.1% discount off Coat and additional 10.1% discount off Pant.

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: nafeco.com

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the “Effective Date”) by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 (“LOC” or “Purchaser”) and LION (“Vendor”).

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE), as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1915 for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE); and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 “Agreement” shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser’s Request for Proposal No. 1915 (herein “RFP”) and Vendor’s Proposal submitted in response to the RFP (herein “Vendor’s Proposal”) as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the “Contract Documents”).

1.2 “Applicable Law(s)” shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 “Employee Taxes” shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor’s employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement

conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement (“Initial Term”). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a “Renewal Term”); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser’s Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor’s Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. (“Incidental Expenses”).

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Jamie Johnson-Davis
Email: rfp@ORCities.org

If to Vendor:

LION
7200 Poe Ave.
Suite 400
Dayton, OH 45414
ATTN: Melissa Kirk
Email: mkirk@lionprotects.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

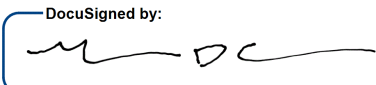
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

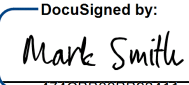
PURCHASER:

DocuSigned by:
Signature: 
38C546F8869143E...
Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 4/13/2020

VENDOR:

DocuSigned by:
Signature: 
474CBB00BB93411...
Printed Name: Mark Smith

Title: President
LION

Dated: 4/13/2020

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
Fire (Firefighter) Turnouts or Turnout Gear	35%
Wildland Fire Fighting Protective Gear Versa Pro/Versa Pro Plus	15%
EMS & General Fire Garments	-
• Technical Rescue TR51	35%
• Urban Search and Rescue	35%
• Emergency Medical Operations Protective Ensembles TR51	35%
• Station Wear	35%
Helmets	35%
CBRN	15%
Gloves	10%
Boots	20%
Accessories Turnout Only	35%
Protective Garment Laundry Machines	-
• Extractors	-
• Decontamination chemicals	-
Maintenance & Cleaning Services	20%
Particulate Blocking Hoods	15%
Med Pro	15%
Other LION Academy Online	NC

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in Attachment G, as may be updated from time to time with an amendment.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

ATTACHMENT G

to Master Price Agreement by and between VENDOR and PURCHASER.

VENDOR AUTHORIZED DISTRIBUTOR LIST

Listed below is a list of authorized distribution partners provided by VENDOR. It is the intention that this agreement may be used by any of the members listed on the AUTHORIZED DISTRIBUTOR LIST.

LION AUTHORIZED DISTRIBUTION

- 1ST OUT SPECIALTY EQUIPMENT
- 5 ALARM FIRE & SAFETY EQUIPMENT
- ALASKA SAFETY INC
- ALLSTAR FIRE EQUIPMENT
- ARTESIA FIRE EQUIPMENT
- ASSOCIATED FIRE SAFETY
- BME Fire Fighter Supply, LLC
- C & S SPECIALTY
- CMP MAYER INC.
- DACO FIRE EQUIPMENT
- DICAR CORP
- ELIZACO
- FINLEY FIRE EQUIPMENT
- FIRE & SAFETY EQUIPMENT CO
- FIRE EQUIPMENT SPECIALTIES
- FIRE SUPPLY INC
- FIRE TECH AND SAFETY OF NEW ENGLAND
- FIRE-END & CROKER CORP
- HEIMAN FIRE EQUIPMENT
- MICMAC FIRE SAFETY SOURCE LTD.
- MID ATLANTIC FIRE AND AIR
- MID-AMERICA FIRE & SAFETY
- MOSES FIRE EQUIPMENT
- MUNICIPAL EQUIPMENT
- NORTH AMERICAN FIRE EQUIP CO
- PHOENIX SAFETY OUTFITTERS
- PIEDMONT FIRE INC
- POMASL FIRE EQUIPMENT
- PPE SOLUTIONS INC
- RED HOT FIRE EQUIPMENT
- SEA WESTERN INC
- SENTINEL EMERGENCY SOLUTIONS
- SPI HEALTH & SAFETY INC
- SUSQUEHANNA FIRE EQUIPMENT CO
- TOM SMITH FIRE EQUIPMENT CO
- TURNOUT FIRE & SAFETY
- UNITED FIRE APPARATUS CORP
- UNITED FIRE EQUIPMENT CO
- VOGELPOHL FIRE EQUIPMENT
- WITMER ASSOCIATES INC

Certificate Of Completion

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Source Envelope:	
Document Pages: 17	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	
Enveloped Stamping: Enabled	
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	
	Envelope Originator:
	Bill DeMars
	1100 Olive Way
	Suite 1020
	Seattle, WA 98101
	bill.demars@nppgov.com
	IP Address: 173.29.186.28

Record Tracking

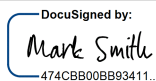
Status: Original	Holder: Bill DeMars	Location: DocuSign
4/13/2020 4:02:25 PM	bill.demars@nppgov.com	

Signer Events

Mark Smith
Msmith@lionprotects.com
President

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

474CB800BB93411...

Signature Adoption: Pre-selected Style
Using IP Address: 174.233.33.141
Signed using mobile

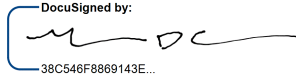
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Signed: 4/13/2020 4:22:24 PM

Electronic Record and Signature Disclosure:
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ID: a4644f98-55e1-4146-992e-f6eaa8230a75

Mike Cully
mcully@orcities.org
Executive Director

Security Level: Email, Account Authentication
(None)

DocuSigned by:

38C546F8869143E...

Signature Adoption: Drawn on Device
Using IP Address: 71.63.237.219

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Electronic Record and Signature Disclosure:
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/13/2020 5:33:48 PM
Certified Delivered	Security Checked	4/13/2020 5:40:54 PM
Signing Complete	Security Checked	4/13/2020 5:41:42 PM
Completed	Security Checked	4/13/2020 5:41:42 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.



March 18, 2024

RE: Contract Number: PS20065 – FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (RFP 1915)

To Whom it May Concern:

Through this letter, I wish to notify you that, pursuant to section 3.1 of the aforementioned agreement between the League of Oregon Cities and LION, the agreement has been automatically extended one-year until the anniversary of the Effective Date in 2025.

Sincerely,

DocuSigned by:

Patricia M. Mulvihill

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Patricia M. Mulvihill

Executive Director

League of Oregon Cities



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Webb Warren, Administration

2. MEETING DATE:

September 26, 2024

3. REQUESTED MOTION/ACTION:

Staff recommends Council approve Resolution No. 24-181 authorizing an agreement between RJ Young Company and the City to lease thirteen (13) multifunctional copier machines including routine maintenance and service.

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:
Financial Health

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

The City leases thirteen (13) multifunctional printers that have expired or expiring leases in Fiscal Year 2024/25. Many of the existing devices are at least 5 years old and are increasingly at risk for mechanical failures or are currently experiencing mechanical problems. These devices are critical to the daily operations of all City departments. Staff issued Request for Proposal (RFP) 24-37R to solicit bids for the lease of thirteen (13) multifunctional printers and received four (4) responsive bids. The bid committee reviewed all four (4) responsive bids, see overall evaluation scoring summary attached, and ranked RJ Young first.

Based upon the bid committee's ranking, Staff has negotiated an agreement with RJ Young Company and recommends that the Council authorize the City Manager to enter into an agreement with RJ Young Company for the lease of thirteen (13) multifunctional copiers. While negotiations are completed, the final agreement will be supplemented into the City's agenda packet upon execution by RJ Young.

[City of PCB Agreement for Copier Purchase.Updated.09.23.2024.pdf](#)

[PCB 24-37R OVERALL EVAL Scoring Sheet - FINAL.pdf](#)

[Res 24-181.RJ Young.Copier Purchase.Annual Amount.pdf](#)

Cost Per Copy Agreement				Customer Purchase Order		Sales Rep #	
<i>Billing Location</i>				<i>Install Location</i>			
Full Customer Name – Include Inc., Corp., LLC etc. CITY OF PANAMA CITY BEACH				Customer Name CITY OF PANAMA CITY BEACH			
				Department		County BAY	
Street Address 17007 PANAMA CITY BEACH PKWY				Street Address 17007 PANAMA CITY BEACH PKWY			
City PANAMA CITY BEACH		State FL	Zip+4 32413	City PANAMA CITY BEACH		State FL	Zip+4 32413
Contact Name CARRIE JAGERS		Phone # (850) 233-5100	Fax #	Meter Contact CARRIE JAGERS		Phone # (850) 233-5100	Fax #
Email Carrie.Jagers@pcbfl.gov				Email Carrie.Jagers@pcbfl.gov			

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh		IM C6010			
1	Ricoh		Type M52 Fax option -419423-			
1	Ricoh		PB3330 LCT 2,000 sheets -419374-			
1	Ricoh		SH3090 Internal shift tray -419385-			
1	Ricoh		IM C4510			
1	Ricoh		Type M52 Fax option -419423-			
1	Ricoh		BU3100 Bridge unit -419381-			
1	Ricoh		SR3320 Finisher 1,000 sheets -419399-			

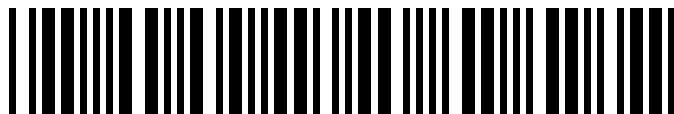
Trade-In/Buyout (Items to be picked up)					Total This Page	
					Total From Add'l Equipment List	
					Sales Tax	
					Tax Exempt ☐ Yes ☐ No Attach Exemption Certificate	Total

1) The equipment specified above will be provided at the following rates:							
Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency		Overage Billing Frequency	
	48		\$1,528.77	Monthly		Monthly	
Monthly Minimum Number of B&W Copies		Overage Rate per B&W Copy 0.004500		Monthly Minimum Number of Color Copies	Overage Rate per Color Copy 0.038000	Agreement Includes ☒ Yes ☐ No Master Unit ☒ Yes ☐ No Color Supplies ☒ Yes ☐ No Drum/Photo Conductor ☒ Yes ☐ No Imaging Units ☒ Yes ☐ No Parts/Labor ☒ Yes ☐ No Toner/Dispersant ☒ Yes ☐ No Developer ☒ Yes ☐ No Other STAPLES ☐ New Account ☐ New Equipment ☐ Upgrade ☐ Remanufactured Equipment ☐ Additional Unit ☐ Used ☐ MAM	
Monthly Minimum Number of Square Feet		Overage Rate per Square Foot		Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot		
Monthly Minimum Number of B&W Prints		Overage Rate per B&W Print		Monthly Minimum Number of Color Prints	Overage Rate per Color Print		
Monthly Minimum Number of Misc		Overage Rate per Misc		Monthly Minimum Number of Misc 2	Overage Rate per Misc 2		
						☐ Yes ☒ No MICR Toner	

Remarks:

OMNIA CONTRACT - UNIVERSITY OF CALIFORNIA CONTRACT # 2021002788 - LOCKED RATES FOR TERM - PCB 24-37R Multifunction Copier and Services RFP is made part of this Cost Per Copy Agreement. The parties agree the RFP/Addendums terms, conditions, requirements, etc. shall control and be looked to first to determine the rights, duties, and terms of the contract. Should the RFP or addendums be silent on a term or condition, only then will the parties look to the Cost Per Copy Agreement Terms and conditions.

<i>Additional terms and conditions on page 2.</i>			
Signature: _____ Print Name: _____ Title: _____ Date: _____	Sales Rep: _____ Date: _____ Sales Manager: _____ Date: _____		



Order # J9PF00

2. **RENTAL AGREEMENT.** You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost Per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. We have the right to increase, without written notice, the Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annual basis. You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE. NOTWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT. Single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Payment. If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is the maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

3. **CONNECTION TO COMPUTERS/NETWORKS.** RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the Installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period. Installations requiring extensive configuration will be quoted separately and performed upon request. RJY will not be held liable for any errors, property damage, loss of time or profit, consequential or incidental damages of any kind arising as result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website.

4. **TITLE; RECORDING.** We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances.

5. **USE.** You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.

6. **ASSIGNMENT.** You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

7. **LOSS OR DAMAGE.** You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded annually, plus all other amounts due or that may become due under this Agreement. If you have satisfied your obligations under this Section 9, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

8. **EQUIPMENT LOCATION; RETURN.** You will keep and use the Equipment only at the Equipment Location. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment.

9. **YOUR REPRESENTATIONS.** You state for our benefit that as of the date of this Agreement: (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.

10. **YOUR PROMISES.** In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.

11. **DEFAULT.** You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

12. **REMEDIES.** In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under law: (a) cancel this Agreement without prior notice or warning to you; (b) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that, after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you.

13. **NOTICES.** All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change.

14. **MISCELLANEOUS.** You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.

15. **JURISDICTION.** You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of Florida and will be governed by law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO: (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF FLORIDA; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN FLORIDA; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.

16. **INTERPRETATION.** As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

17. Customer will be enrolled in the RJ Young online customer portal (ePASS). This online portal allows authorized users designated by customer to order supplies, place service calls, pay invoices, view bills and view account information online.

Additional Equipment				Order # J9PF00				3 of 4		
<i>Billing Location</i>				<i>Install Location</i>						
Customer Name CITY OF PANAMA CITY BEACH				Customer Name CITY OF PANAMA CITY BEACH						
				Department			County BAY			
Street Address 17007 PANAMA CITY BEACH PKWY				Street Address 17007 PANAMA CITY BEACH PKWY						
City PANAMA CITY BEACH			State FL	Zip+4 32413		City PANAMA CITY BEACH			State FL	Zip+4 32413
Contact Name CARRIE JAGERS		Phone # (850) 233-5100	Fax # Ext. 2222		Meter Contact CARRIE JAGERS		Phone # (850) 233-5100	Fax # Ext. 2222		
Email Carrie.Jagers@pcbfl.gov				Email Carrie.Jagers@pcbfl.gov						
Qty.	Manufacturer	Equip. ID	Model		Serial Number		Unit Price		Amount	
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets							
1	Ricoh		IM C3010							
1	Ricoh		Type M52 Fax option -419423-							
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets							
1	Ricoh		IM C4510							
1	Ricoh		Type M52 Fax option -419423-							
1	Ricoh		BU3100 Bridge unit -419381-							
1	Ricoh		PU3080 Punch unit -418381-							
1	Ricoh		SR3320 Finisher 1,000 sheets -419399-							
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets							
1	Ricoh		IM C3510							
1	Ricoh		Type M52 Fax option -419423-							
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets							
1	Ricoh		IM C3510							
1	Ricoh		Type M52 Fax option -419423-							
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets							
1	Ricoh		IM C4510							
1	Ricoh		Type M52 Fax option -419423-							
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets							
1	Ricoh		IM C530FB							
1	Ricoh		Type A3 Cabinet medium -52840-							
1	Ricoh		PB1180 Paper drawer 550 sheets -418229-							
1	Ricoh		PB1180 Paper drawer 550 sheets -418229-							
Trade-In/Buyout (Items to be picked up)							Total This Page			

Signature: _____		Sales Rep: _____		Date: _____	
Print Name: _____		Sales Manager: _____		Date: _____	
Title: _____					
Date: _____					

Additional Equipment				Order # J9PF00		4 of 4	
<i>Billing Location</i>				<i>Install Location</i>			
Customer Name CITY OF PANAMA CITY BEACH				Customer Name CITY OF PANAMA CITY BEACH			
				Department		County BAY	
Street Address 17007 PANAMA CITY BEACH PKWY				Street Address 17007 PANAMA CITY BEACH PKWY			
City PANAMA CITY BEACH		State FL	Zip+4 32413	City PANAMA CITY BEACH		State FL	Zip+4 32413
Contact Name CARRIE JAGERS		Phone # (850) 233-5100	Fax # Ext. 2322	Meter Contact CARRIE JAGERS		Phone # (850) 233-5100	Fax # Ext. 2322
Email Carrie.Jagers@pcbfl.gov				Email Carrie.Jagers@pcbfl.gov			

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Ricoh		IM C4510			
1	Ricoh		Type M52 Fax option -419423-			
1	Ricoh		SR3310 Finisher internal 500 sheets -419401-			
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets			
1	Ricoh		IM C4510			
1	Ricoh		Type M52 Fax option -419423-			
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets			
1	Ricoh		IM C4510			
1	Ricoh		Type M52 Fax option -419423-			
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets			
1	Ricoh		IM C4510			
1	Ricoh		Type M52 Fax option -419423-			
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets			
1	Ricoh		IM C4510			
1	Ricoh		Type M52 Fax option -419423-			
1	Ricoh		PB3320 Paper-feed unit 2 x 550 sheets			
Trade-In/Buyout (Items to be picked up)					Total This Page	

Signature: _____ Print Name: _____ Title: _____ Date: _____	Sales Rep: _____ Date: _____ Sales Manager: _____ Date: _____
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PCB24-37R

Multifunction Copiers and Services

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

Criteria Element	DEX Imaging			Harris Business Machines			RJ Young			CPC Office Tech.		
	Average Score	Total Possible Points	Points Scored	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 services, relevant experience in providing multifunction copiers and services, and Project/Customer Support Team	3.43	40	27.47	3.10	40	24.80	3.53	40	28.27	3.03	40	24.27
II. Price - Cost Analysis - A/B x C = D (Completed by Purchasing)	NA	35	30.12	NA	35	23.97	NA	35	35.00	NA	35	28.53
III. Past Performance & References - Proposer to provide at least three (3) references from other governmental agencies.	3.00	25	15.00	3.07	25	15.33	3.53	25	17.67	3.30	25	16.50
	TOTAL	100	72.58	TOTAL	100	64.10	TOTAL	100	80.93	TOTAL	100	69.30

Scoring Legend	
Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

Purchasing Completes for scoring for the price element

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 \$18,345.34 PLUS ADDITIONAL CHARGES AS PROVIDED IN THE BODY OF THE AGREEMENT.

BE IT RESOLVED by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and RJ Young Company for the lease of thirteen multifunctional copier machines in the minimum annual amount of Eighteen Thousand, Three Hundred Forty-Five Dollars and Twenty-Four Cents per month (\$18,345.24), plus overage rates of .0045 cents per black and white copy and .038 cents per color copy, 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 September, 2024.

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, City Clerk



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Holly White, Administration

2. MEETING DATE:

September 26, 2024

3. REQUESTED MOTION/ACTION:

Approve Resolution No. 24-182 designating the use of ARPA funds for the Fire Station 31 Replacement Project.

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
Public Safety
Attractive Community

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

In May 2022, the Council passed Resolution No. 22-157, which directed that American Rescue Plan Act (ARPA) funds be used to fund government services as follows:

Public Safety Projects - \$2,302,241
Parks and Recreation Projects - \$4,000,000

Recipients must obligate the funds by December 31, 2024, and spend them by December 31, 2026. Staff requests that the ARPA funds be designated for use on specific projects on a first-come, first served basis so that there are no issues encountered in meeting the statutory deadlines required by the Act. As such, Staff requests Council to designate the use of ARPA funds up to the amount of \$2,302,241 for the Fire Station 31 Replacement Project which is currently under construction. This designation will allow the Public Safety Projects portion of the ARPA funds to be fully obligated before the end of 2024 and spent by the end of 2026. Staff recommends approval.

[Res 24-182.Designating ARPA Funds.Fire Station 31.pdf](#)

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.**

BE IT RESOLVED that the City Council finds and determines that the construction of the Fire Station 31 Replacement Project will improve public safety for both residents and tourists. The Council hereby directs that the funds received by the City from the American Rescue Plan Act designated for public safety projects up to the amount of Two Million Three Hundred Two Thousand Two Hundred Forty-One Dollars (\$2,302,241), be used toward the design and construction of this Project.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, City Clerk



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Julie Roeder, Administration

2. MEETING DATE:

September 26, 2024

3. REQUESTED MOTION/ACTION:

Approve resolution for the renewal of insurance through the Florida League of Cities, Inc. for FY 2024-2025 for all perils property insurance, general, professional, and cyber liability, workers' compensation, and automobile liability and physical damage insurance as summarized in the attached Exhibit A.

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
Public Safety
Attractive Community

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

The City is able to renew its insurance coverage with Florida League of Cities, Inc. through the Florida Municipal Insurance Trust (FMIT) under its existing agreement with FMIT approved by Resolution 23-240 on September 28, 2023, in conjunction with RFP 23-43, and Resolution 22-213 on September 9, 2022, in conjunction with RFP 22-83.

The RFP and agreement associated with Resolution 23-240 provides an option to renew for five additional one-year terms upon satisfactory performance and negotiated rates for all perils property. The RFP and agreement associated with Resolution 22-213 also has an option to renew for five additional one-year terms upon satisfactory performance and negotiated rates for general insurance. The proposed renewal falls within these specified option periods.

The renewal proposal from FMIT is included in the packet and marked as Exhibit A. FMIT's 2024-2025 renewal includes such coverage as all perils property, general, professional, automobile and cyber liability, workers' compensation, and automobile physical damage coverages.

Staff is recommending Council's approval to renew its insurance coverage with FMIT for a total cost not to exceed \$2,694,939.00 which includes the related insurance broker fees.

[Res 24-183.Renew Insurance FLC.pdf](#)

[Exhibit A to Res 24-183.Quote.PDF](#)

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.

BE IT RESOLVED that the appropriate officers of the City are authorized to purchase on behalf of the City those certain insurance coverages and benefits from the Florida League of Cities, Inc. relating to property, general, professional, and cyber liability, workers' compensation, and automobile insurance for the City in the combined annual premium amount not to exceed Two Million Six Hundred Ninety-Four Thousand Nine Hundred Thirty-Nine Dollars and No Cents (\$2,694,939.00) in substantially the form of the quote **attached** as Exhibit A and presented to the Council today, with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, City Clerk



Proposal for 2024-2025

City of Panama City Beach

PROPERTY COVERAGE

Limit

Blanket Real & Personal Property

\$71,125,766

An Asset Valuation will be provided at no charge.

Electronic Data Processing:

- Equipment:	Included in Contents
- Software:	Included in Contents
- Equipment Breakdown:	Included in Contents

Agreed Amount

Valuation Basis:

Replacement Cost

Coverage Form:

Special

Deductibles:

\$5,000 Per Occurrence - Real & Personal Property, Other Property

Named Storm Deductible is 5% of the scheduled Building, Personal Property, Other Property (including property in the open) and Business Income. The percentages are calculated using the Schedule of Values on file with FMIT. The Named Storm deductible is calculated separately and applied individually to each Building, Personal Property, Other Property and Business Income per occurrence.

Business Income waiting period is 72 hours.

Piers, wharves, docks, boardwalks and bridges are wind excluded with cause of loss – Basic Form applied. See options page for wind quote if applicable.

Antennas, towers and similar structures, including but not limited to transmitting and receiving, over \$100,000 are wind excluded.

PROPERTY COVERAGE EXTENSIONS:

Excess Flood Coverage	\$5,000,000
Flood Zones A & V deductible is excess of NFIP (\$500,000 per building)	
Other Flood Zones - AOP deductible or other flood limits purchased, whichever is greater, per occurrence	
Terrorism	\$5,000,000
Newly Acquired or Constructed Property	\$2,000,000
Extra Expense	\$1,000,000
Newly Acquired Business Personal Property	\$500,000
Business Income	\$500,000
Valuable Papers & Records	\$500,000
Accounts Receivable	\$500,000
Property Damage Mitigation Coverage (Named Storm)	\$500,000
Unintentional Errors & Omissions	\$250,000
Electronic Data Processing Equipment (Software)	\$250,000
Personal Property Off Premises	\$250,000
Property In Transit	\$250,000
Off Premises Power Failure	\$100,000
Pollutant Clean Up & Removal	\$100,000
Preservation of Property	\$100,000
Service Interruption Coverage	\$100,000
Leasehold interest	\$100,000
Personal Property of Others	\$50,000
Fungus Clean Up & Removal	\$25,000
Debris Removal	25% of Loss
Building Ordinance Coverage, Including Demolition	25% of Loss
Recertification of Equipment/Fire Extinguisher Recharge	\$250/Day
Police Dogs & Horses	
Death in line of duty	\$15,000
Annual Maximum	\$30,000
Antiques & Objects of Art	
Per Item	\$15,000
Annual Maximum	\$250,000
Arson Reward	\$5,000
Non-Scheduled Property in the Open	\$500,000

INLAND MARINE COVERAGE:

SCHEDULED INLAND MARINE EQUIPMENT - Items over \$25,000 Limit: \$6,352,401

Deductible: \$500 Items valued \$25,001 - \$50,000
 Items \$50,000 - \$100,000 have minimum of \$1,000 deductible
 Items greater than \$100,000 have minimum of \$2,000 deductible or 2% of the
 item's scheduled limit, whichever is greater.

BLANKET INLAND MARINE EQUIPMENT - Items \$25,000 or Less Limit: \$1,000,000

Deductible: \$500

Blanket Inland Marine coverage is defined as: Coverage for all unscheduled Inland Marine equipment, Emergency Portable Equipment and Communications Equipment valued at \$25,000 or less is subject to \$500 deductible.
 (Note: All Watercraft must be scheduled.)

Coverage Basis: Actual Cash Value

Deductible: Applies per occurrence

INLAND MARINE COVERAGE EXTENSIONS:

- | | |
|--|-----------|
| ➤ Rental Reimbursement for Contractor's Equipment for Covered Loss | \$5,000 |
| ➤ Limited Contractor's Equipment Replacement Cost | \$250,000 |
| ➤ Installation Floater - Member's Building Materials | \$100,000 |

EQUIPMENT BREAKDOWN COVERAGE

Subject to any applicable limits on the Property, Allied Lines and Crime Declarations, the Equipment Breakdown Limit is the most we will pay for loss or damage arising from any "one accident."

These coverages apply to all locations covered on the policy, unless otherwise specified.

I. Coverages	Limits
Equipment Breakdown	Subject to the Real and Personal Property Limit described in proposal or \$50,000,000, whichever is less.
Business Income	Subject to the Business Income Limit described in proposal.
Extra Expense	Subject to the Extra Expense Limit described in proposal.
Expediting Expense	\$1,000,000
Hazardous Substances	\$1,000,000
Spoilage	\$500,000
Data Restoration	\$500,000
"Fungus," Wet Rot, Dry Rot And Bacteria	\$25,000
Service Interruption*	Subject to Business Income, Extra Expense, and Spoilage Limits
Water Damage	Included in Property Coverage.
II. Deductibles	
Direct Coverages	Subject to the Real and Personal Property deductible described in proposal.
Indirect Coverages	Subject to the Time Element deductible described in proposal.
III. Other Conditions	

*Unless the interruption exceeds 24 hours, we will not pay for any loss under Service Interruption.

"Covered equipment" does not include "electrical generating equipment"; however, this exclusion does not apply to emergency generators.

GENERAL LIABILITY COVERAGE

Comprehensive General Liability

Limits

Limit Per Occurrence:	\$1,000,000
Annual Aggregate:	Unlimited
Deductible:	\$0

Public Officials E & O / Employment Practices Liability

Limits

Limit Per Occurrence:	\$1,000,000
Annual Aggregate:	Unlimited
Deductible:	\$0

Law Enforcement Liability

Limits

Limit Per Occurrence:	\$1,000,000
Annual Aggregate:	Unlimited
Deductible:	\$0

FMIT Advantage: For Members that choose a deductible - Members are **only** responsible for the deductible if a judgment or settlement occurs. Legal expenses are outside the deductible and paid solely by the Trust for General Liability.

ADDITIONAL BENEFITS:

Defense Costs paid in addition to policy limits

Premises Operations

Products/Completed Operations

Contractual Liability (Designated Contracts Only)

Owners & Contractors' Protective Liability

Personal Injury Liability

Host Liquor Liability

Incidental Medical Malpractice Liability

Watercraft Liability

Fire Legal Liability - Maximum \$500,000 in any one Trust Year

Broad Form Property Damage - Maximum \$500,000 in any one Trust Year

Advertising Injury Liability

Skate Facility Liability

Employment Practices Liability

Employment Law Advisor

Free Legal Advice For Employment Related Matters

Employee Benefits Program Administration Liability

Extra Contractual Legal Expense - \$100,000 Aggregate Limit

(EEOC, Florida Commission on Human Relations, Ethics)

Sewerline Backup and Initial Cleanup Expense - \$10,000 per affected property/\$200,000 Aggregate Limit

Crisis Intervention

HR Helpline - Full Legal Support and Online Services

Herbicide/Pesticide Spraying

Limit is the General Liability limit or \$1,000,000 aggregate per fund year, whichever is the lesser amount.

Bert Harris Act/Inverse Condemnation - \$300,000 Limit Per Occurrence/Aggregate. Limit includes Defense Costs.

Deductible is \$5,000 or the policy deductible, whichever is greater.

Optional Cyber Liability Coverage

Cyber Coverages including Privacy, Network Security and Data Breach.

Fraudulent Instructions and Electronic Crime.

\$2,000,000 Annual Aggregate

Claims Made

Deductible: GL deductible or \$35,000, whichever is less.

Cyber Risk Management Tools Web Site.

Note: The premium is included on the Premium Summary Page

AUTOMOBILE COVERAGE**Limits**

Comprehensive Automobile Liability	\$500,000
Deductible:	\$0

Personal Injury Protection	\$10,000
Deductible:	\$0

Automobile Physical Damage

Comprehensive Coverage	\$500 Deductible
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Collision Coverage	\$500 Deductible
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Note: "Vehicles with \$0 value on schedule provided were not included in the quote for APD."

Coverage Includes:

- Hired & Non-Owned Liability
- Rental Reimbursement - scheduled vehicles
- Lease Differential - scheduled vehicles
- Limited Replacement Cost - owned private passenger vehicles, SUVs, Pickup Trucks
- Member's Personal Effects

FMIT Advantage: For Members that choose a deductible - Members are **only** responsible for the deductible if a judgment or settlement occurs. Legal expenses are outside the deductible and paid solely by the Trust for Automobile Liability.

CRIME & BOND COVERAGE**Limits****Bond Coverage:**

Employee Theft - Per Loss

\$100,000

Deductible:

\$0

Faithful Performance - Per Loss

\$100,000

Deductible:

\$0

Crime Coverage:

Theft of Money & Securities - Loss Inside

\$100,000

Deductible:

\$0

Robbery or Safe Burglary of Other Property

\$100,000

Deductible:

\$0

Outside the Premises

\$100,000

Deductible:

\$0

Computer and Funds Transfer Fraud

\$100,000

Deductible:

\$0

WORKERS' COMPENSATION PAYROLLS

	Limit
Workers' Compensation	Statutory
Employers Liability	\$1,000,000 / \$1,000,000 / \$1,000,000

CODE	DESCRIPTION	PAYROLL
5509	STREET OR ROAD MAINTENANCE	1,123,544
7520	WATERWORKS OPERATION	3,622,083
7580	SEWAGE DISPOSAL PLANT OPERATION	2,734,911
7704	FIREFIGHTERS	5,271,203
7720	POLICE OFFICERS	6,016,343
8380	AUTOMOBILE SERVICE OR REPAIR	158,683
8601	ENGINEERS OR ARCHITECTS	545,056
8810	CLERICAL	4,739,664
9015	BUILDINGS - OPERATION BY OWNER	411,264
9102	PARK NOC	2,613,609
9410	MUNICIPAL, TOWNSHIP, COUNTY EMPLOYEES NOC	1,017,734
TOTAL PAYROLL		\$28,254,094

Deductible: \$0

Experience Modification Factor: 10/1/2024 0.78

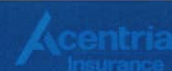
Safety Credit: Yes

Drug Free Credit: Yes

Premium calculation includes 5% Drugfree Credit and 2% Safety Credit - Requires receipt of approved applications.

Payrolls and WC premium, including any applicable incentive credits, are subject to Final Audit.

Premium Summary



Coverage Line	Insurance Co.	Premiums
		Renewal
Property	FMIT	\$853,554
Optional Wind Ded.	7.50%	\$785,266
Optional Wind Ded.	10.00%	\$725,520
Equipment Breakdown		Included
Flood	No Flood Coverage all any location	Not Included
Equipment Floater	FMIT	Inc Property
Crime	FMIT	Inc Property
General Liability	FMIT	\$219,778
Public Officials E&O	FMIT	\$329,609
Employment Practices Liability	0	Inc Public Off.
Police Professional	FMIT	\$149,085
Cyber Liability	0	\$6,573
Automobile	FMIT	\$343,489
Workers Comp	FMIT	\$576,762
Umbrella	No Umbrella	Not Included
Acentria Fee		\$216,089
Total Premiums		\$2,694,939

Proposal Acceptance



Please sign below to confirm that this proposal of insurance has been fully presented to you by your insurance agent and that you accept the coverages explained herein.

FMIT's proposal is conditional upon the acceptance of the 2024-2025 renewal of **All Perils Property, General, Professional, Automobile and Cyber Liability, Worker's Compensation, and Automobile Physical Damage Coverages.**

X_____

Signed by an Authorized Representative of the City of Panama City Beach

CONDITIONS

This quote is contingent upon compliance with the any loss control recommendations made by carriers, after their inspection, within 30 days of their request. This quote is valid up to the effective date indicated on this quotation. Any change from this effective date requires prior approval by your underwriter. This is a quote proposal, not a contract of insurance. The terms of the policy will control the insurance contract without regard to any statement made herein. The signed applications and down payment check are due at binding of coverage. Please note that the policy will be issued as quoted unless a revised application is received at the time of binding. All changes from the original quotation are subject to underwriting review

INTEREST FREE INSTALLMENT PLAN

First Installment

25% minimum due

October 1, 2024

Second Installment

25% minimum due

January 1, 2025

Third Installment

25% minimum due

April 1, 2025

Fourth Installment

25% minimum due

July 1, 2025

Payment will be forwarded to the Florida League of Cities in Tallahassee



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Debra Gibson, Finance

2. MEETING DATE:

September 26, 2024

3. REQUESTED MOTION/ACTION:

Staff requests Council approval to contract with Carr, Riggs & Ingram, LLC for auditing services for the fiscal years ending September 30, 2024, through September 30, 2028.

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?

Through a statutorily mandated audit committee process, Staff requested proposals for independent auditing services for the fiscal years ending September 30, 2024, through September 30, 2028. The primary purpose of the auditor selection committee is to assist the governing body in selecting an auditor to conduct the annual financial audit.

Four firms responded to the Request for Proposal (RFP) and all were deemed responsive. The audit committee members independently evaluated the proposals considering each of the elements specified in the RFP, which included general government audit experience, personnel assigned, firm size and organization, and understanding of City requirements and audit approach. The proposers were evaluated based upon technical qualifications. Subsequently, the City's Purchasing Manager revealed the cost estimates which were included in each firm's proposal under separate seal. The pricing component points were awarded using the mathematical formula stipulated in the RFP. Pursuant to statute, the audit committee recommends three firms ranked in the following order of preference:

1. Carr, Riggs & Ingram, LLC Panama City Beach, FL
2. James Moore Tallahassee, FL
3. MSL Tampa, FL

At this time, the Council reviews the recommended firms and must select the highest-ranked qualified firm, or document in its public records the reason for not selecting the highest-ranked qualified firm, and approves Staff to negotiate a contract with the firm selected by the Council.

The highest ranking firm was Carr, Riggs & Ingram, LLC. Staff recommends that Council authorize the City Manager to execute a contract for independent auditing services for the fiscal years ending September 30, 2024, through September 30, 2028, with Carr, Riggs & Ingram, LLC in the initial annual amount not to exceed \$102,000.00. The total cost over the five-year period is \$527,000.00.

[Res 24-184.Auditor Services 2024-2028.Carr Riggs Ingram.pdf](#)
[FINAL PCB 24-34 OVERALL EVAL Scoring Sheet - Based on Four.pdf](#)
[CRI City of PCB-PCB24-34-Cost Estimate.pdf](#)
[Exhibit.City of PCB FS Audit Engagement Letter and MSA 9.24.24.pdf](#)
[Exhibit.CRA Audit Engagement Letter and MSA 9.24.24.pdf](#)

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.

BE IT RESOLVED that the appropriate officers of the City are authorized to contract with Carr, Riggs, & Ingram, LLC on behalf of the City for the provision of independent auditing services for the fiscal years ending September 30, 2024, through September 30, 2028, in the initial annual amount not to exceed One Hundred Two Thousand Dollars and No Cents (\$102,000.00) with such changes, insertions, or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

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

CITY OF PANAMA CITY BEACH

By: _____
Stuart Tettemer, Mayor

ATTEST:

Lynne Fasone, City Clerk

PCB24-34

Audit Services

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

Criteria Element	Carr Riggs Ingram			James Moore			Mauldin Jenkins			MSL		
	Average Score	Total Possible Points	Points Scored	Average Score	Total Possible Points	Points Scored	Average Score	Total Possible Points	Points Scored	Average Score	Total Possible Points	Points Scored
I. Firm Structure - Size and organization of the firm	4.38	10	8.75	4.25	10	8.50	3.30	10	6.60	3.80	10	7.60
II. Personnel - Qualifications of staff assigned to the City audit	4.30	20	17.20	4.26	20	17.05	3.75	20	15.00	3.80	20	15.20
III. Relevant Experience - General Governmental Audit Experience	4.48	40	35.80	4.18	40	33.40	3.21	40	25.70	3.76	40	30.10
IV. Services - Demonstrated an understanding of the City's Requirements (5 Points) & Firm's Audit Approach (5 points)	4.63	10	9.25	3.58	10	7.15	3.46	10	6.93	4.00	10	8.00
V. Price - Cost Analysis - A/B x C = D (Completed by Purchasing)	NA	20	19.21	NA	20	20.00	NA	20	16.43	NA	20	18.93
	TOTAL	100	90.21	TOTAL	100	86.10	TOTAL	100	70.65	TOTAL	100	79.83

Scoring Legend	
Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

Purchasing Completes for scoring for the price element

EXHIBIT B
CITY OF PANAMA CITY BEACH
PCB24-34 - RFP - FINANCIAL AUDIT SERVICES

COST ESTIMATE PROPOSAL

Proposer Name: Carr, Riggs, & Ingram, LLC

Proposer is solely responsible for developing, determining and verifying for this scope work all methods necessary to provide satisfactory fully completed contract work under the provisions of the RFP, to the City's satisfaction, to include costs for all labor and cost/expense that is not listed, and all of which shall be the basis for the Proposer's cost and time proposal.

Service	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Estimated Hours
Basic Audit	\$ 90,000	\$ 92,000	\$ 94,000	\$ 95,000	\$ 96,000	750
Federal Single Audit, if applicable	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	150
State Single Audit, if applicable	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	150
Combined Federal and State Audit, if applicable	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	300
CRA Audit	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	\$ 7,000	100
Estimated TOTAL	\$ 102,000	\$ 104,000	\$ 106,000	\$ 107,000	\$ 108,000	1,150

	Partner	Manager	Senior	Staff	Clerical
Hourly Rates	\$ 300	\$ 250	\$ 185	\$ 150	\$ 100



MASTER SERVICES AGREEMENT

We are pleased that you have chosen to engage Carr, Riggs & Ingram, L.L.C. ("CRI", "we," "our" or "us") to provide certain accounting, advisory, assurance, consulting, tax, and/or related services.

This Master Services Agreement 1.0 ("MSA"), shall govern, throughout the entirety of our contractual relationship(s), including the provision of our services and deliverables as set forth in one or more Engagement Letters from CRI (the "services").

CLIENT

"Client" (collectively referred to as "Client", "you", or "your") for the purposes of this MSA, shall mean the party or parties specifically listed as the Client(s) on the applicable Engagement Letter. As examples, the Client might include (ONLY AS SPECIFICALLY IDENTIFIED OR LISTED IN THE ENGAGEMENT LETTER(S)):

- For Individual Client(s): you, your spouse (if filing jointly), your dependent children, other dependents, any grantor trusts for which you act as trustee, and any investment partnership or limited liability company if all of the ownership interests are owned by the foregoing persons; and
- For Business Client(s) (e.g. for-profit, not-for profit, or governmental entities; fiduciary clients, etc.): the primary business and any subsidiaries or controlled affiliates.

With respect to each Engagement Letter, our Client(s) for a particular engagement will include only those individuals and entities specifically identified and listed under the Client Acknowledgement section of an Engagement Letter. Neither this MSA nor any Engagement Letter will create any client relationship nor any service-related obligation between us and any natural person or entity not specifically listed or identified in an Engagement Letter.

AUTHORITY TO BIND

BY EXECUTING AN ENGAGEMENT LETTER THAT REFERENCES AND INCORPORATES THIS MSA, CLIENT ACCEPTS AND AGREES TO THE TERMS OF THIS MSA. ANY INDIVIDUAL EXECUTING OR ACCEPTING THIS MSA ON BEHALF OF ANY INDIVIDUAL, COMPANY, OR OTHER LEGAL ENTITY, REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH INDIVIDUAL, ENTITY, AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, WILL PROVIDE UPON REQUEST ANY INFORMATION OR DOCUMENTATION VERIFYING, IN CRI'S SOLE DISCRETION, SUCH AUTHORITY, IN WHICH CASE THE TERM "CLIENT" SHALL REFER TO EACH REPRESENTED INDIVIDUAL, ENTITY, OR AFFILIATES. IF THE EXECUTING INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, THEY MUST NOT EXECUTE OR ACCEPT THIS MSA AND MAY NOT USE THE SERVICES.

ENGAGEMENT LETTERS

All services to be performed by us must be described in an Engagement Letter executed by CRI and the Client(s). Each Engagement Letter will provide details on the nature of the work and any expected deliverable. Our services will be limited to the services specifically described in that Engagement Letter. Our agreement to perform services under any particular Engagement Letter does not obligate us to perform any future services under any additional Engagement Letters.

Engagement Letters are subject to the terms and conditions outlined in this MSA. Upon execution of an Engagement Letter, this MSA is incorporated into each Engagement Letter executed by the parties.

OUR RESPONSIBILITIES

We will perform the services detailed in the Engagement Letter(s) in accordance with applicable professional standards. Our responsibility is limited to the period(s) covered by the service(s) detailed in the Engagement Letter(s) and does not extend to any later periods for which we are not engaged to provide applicable services, unless evidenced by a separate Engagement Letter.

We are available to provide you with business advice, but we are not obligated to do so unless you specifically engage us to do so via an Engagement Letter for this purpose. The parties agree that Client will only rely on written, not oral, statements or advice from CRI. We believe written advice is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice unless it has received a full supervisory review and is provided by us in writing directly to you.

Unless otherwise stipulated in the Engagement Letter:

1. we will not perform any procedures designed to:
 - a. discover defalcations or other irregularities,
 - b. audit or otherwise verify the information you give us,
 - c. detect immaterial misstatements or violations of laws or government regulations;
2. our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within your entity or noncompliance with laws and regulations; and our services are not designed to provide assurance on internal control or to identify deficiencies in internal control.

We are not investment counselors or brokers. Our advice concerning a particular investment shall be limited to advising you with regard to any applicable tax ramifications of the investment. It shall not include advising you regarding the economic viability or consequences of the investment or whether or not you should make the investment. Our advice regarding any applicable tax ramifications of the investment shall be based on documents and information that you provide us regarding the investment. However, if you would like investment advice, we are happy to provide contact information for (a) qualified investment advisor(s).

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. Our services do not relieve you of your responsibilities.

CLIENT RESPONSIBILITIES

Our services will be conducted on the basis that you acknowledge and understand your responsibility for (as and if applicable):

- assuming all management responsibilities; overseeing any services we provide by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience;
- evaluating the adequacy and results of services (including non-attest services) performed by us; and accepting responsibility for the results of such services; designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial information that is free from material misstatement, whether due to fraud or error, including monitoring ongoing activities;
- the selection and application of accounting principles and framework;
- the preparation and fair presentation of the financial information in conformity with the applicable accounting framework;
- making drafts of financial information or financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers);
- timely providing us with:
 - 1) access to all information of which you are aware or have in your possession, custody, or control that is relevant to the services for which we are engaged, including but not limited to items such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters;
 - 2) additional information that we may request;
- unrestricted access to persons within the entity from whom we determine it necessary to perform our services;
- the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting you or your entity involving:
 - 1) management,
 - 2) employees who have significant roles in internal control, and
 - 3) others where the fraud could have a material effect on the financial information or financial statements;
- informing us of your knowledge of any allegations of fraud or suspected fraud affecting you or your entity received in communications from employees, former employees, regulators, or others;
- identifying and ensuring compliance with applicable laws and regulations;
- the safeguarding of assets, the proper recording of transactions in the book(s) of accounts; and the substantial completeness and accuracy of the financial records, and the full and accurate disclosure of all relevant facts to us.

You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting our services.

USE OF FOREIGN AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS

In performing our services to you, and so long as this MSA remains in effect, you agree and consent that we may (i) use affiliate and/or third-party service providers located both within, and outside, the United

States, and (ii) disclose and share your confidential information with these service providers. We maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. We also secure and require confidentiality agreements with these service providers to maintain the confidentiality of your information and take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. We remain responsible for the work provided by any such third-party service providers. By executing this MSA, and for so long as it remains in effect, you consent to the use of international service providers, including disclosure of your confidential financial information, if applicable, to our service providers located abroad.

RECORD RETENTION

We retain records in accordance with our record retention policy. We do not keep any of your original records, so we will return those to you upon the completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies. You acknowledge and agree that upon the expiration of the applicable retention periods reflected within our record retention policy, available upon request, we are free to destroy our records related to the relevant or affected engagement(s).

We agree to comply with the following public records requirement included in the PCB23-24:

PUBLIC RECORDS: *Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his or her response is exempt from disclosure, then the Bidder must in her or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. Otherwise, the City will treat all materials received as public records once that information is determined to be available for public inspection.*

If the City rejects all Bids or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Bid or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued competitive solicitation, or until the City withdraws the reissued competitive solicitation. A Bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all Bids, or replies.

The City is a public agency subject to Chapter 119, Florida Statutes. The Bidder shall comply with Florida's Public Records law. Specifically, the Bidder, shall:

- a. Keep and maintain public records required by the public agency to perform the service.*
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or otherwise provided by law.*

- c. *Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Bidder does not transfer the records to the public agency.*
- d. *Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Bidder or keep and maintain public records required by the public agency to perform the service. If the Bidder transfers all public records to the public agency upon completion of the contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.*

The failure of the Bidder to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the Bidder has questions regarding the application of Chapter 119 Florida Statutes, to the Bidder's duty to provide public records relating to this contract, contact the custodian of public records at the City of Panama City Beach City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413; 850-233-5100 or CityClerk@pcbfl.gov

REQUEST FOR DISCLOSURE

In the event that we are requested or required to disclose any confidential information by law, a subpoena or order issued by a court of competent jurisdiction, other governmental or regulatory authority, or professional standards (each, an "Order") or are requested or required to disclose any of the confidential information by a non-governmental third party ("Third-Party Demand"), we shall, where legally permissible and reasonably practicable, give you reasonable notice of the Order or Third-Party Demand so that you may seek a protective order or other appropriate remedy at your sole expense, or waive our compliance with the applicable confidentiality provisions of this MSA. In the event you direct us not to make the disclosure, you agree to defend, reimburse, and hold us harmless from any costs or expenses incurred in defending the privilege, including, by way of illustration only, our attorney's fees, court costs, outside adviser's costs, out-of-pocket expenses of any kind, or penalties or fines imposed as a result of your asserting the privilege or your direction to us to assert the privilege; provided, however, we retain the sole discretion, after consultation with our legal counsel, to determine whether or not, and to what extent, to comply with or otherwise address any Order or Third-Party Demand.

DATA SECURITY

In the interest of facilitating our services to you, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to you may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using

these data communication and storage methods, we employ measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this relationship.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network, other collaborative virtual workspaces, or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows the parties hereto to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this MSA or any related Engagement Letter(s), you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions, and limitations of such agreement. You agree that we have no responsibility for the activities of third-party vendors supplying these tools and agree to indemnify and hold us harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or force majeure, copies of which you have provided to us pursuant to this MSA or any related Engagement Letter(s), we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

DISPUTE RESOLUTION

In the event of a dispute between the parties, which arises out of or relates to this MSA or any related Engagement Letter(s), the breach thereof or the services provided or to be provided hereunder or in the related Engagement Letter(s), if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation, or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS MSA, WE SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR ANCILLARY DAMAGES OF ANY KIND ALLEGED AS A RESULT OF ANY CAUSE OF ACTION ARISING FROM OR IN ANY WAY RELATED TO THIS MSA (WHICH INCLUDES, FOR CLARIFICATION, ALL RELEVANT AND AFFECTED ENGAGEMENT LETTER(S)), WHETHER FOR BREACH OF CONTRACT, TORT, OR OTHERWISE. UNLESS OTHERWISE STATED IN THIS AGREEMENT, THE PARTIES

AGREE THAT OUR TOTAL CUMULATIVE LIABILITY (INCLUDING OUR EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS), SHALL NOT EXCEED THE AMOUNT OF FEES EARNED BY US RELATED TO THE RELEVANT SERVICE(S) (AS SPECIFIED IN THE AFFECTED ENGAGEMENT LETTER(S)) DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AS SUCH AMOUNT SHALL SERVE AS A REASONABLE PROSPECTIVE ESTIMATE OF ANY DAMAGES WHICH YOU MAY SUFFER THROUGH ANY BREACH BY US OF THE TERMS OF THIS MSA, AS SUCH DAMAGES MAY BE SPECULATIVE OR IMPOSSIBLE TO CALCULATE. IF THERE ARE UNPAID FEES OWED TO US, THIS CUMULATIVE LIABILITY WILL BE REDUCED BY THE VALUE OF THE UNPAID FEES WITH NO ADDITIONAL INTEREST OR CHARGES, AS WE RETAIN THE RIGHT TO OFFSET ANY SUMS CLAIMED AS DUE AND OWED BY YOU, BY ANY SUMS TO WHICH WE ARE LEGALLY ENTITLED. THIS LIMITATION SHALL APPLY WHETHER OR NOT FURTHER DAMAGES ARE FORESEEABLE, OR WHETHER EITHER PARTY (OR ITS EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT(S) AGREE TO DEFEND, INDEMNIFY, AND HOLD CRI HARMLESS AGAINST ALL CLAIMS OF ANY KIND ARISING FROM IMPROPER THIRD-PARTY DISCLOSURE OF CRI REPORTS OR WORK PRODUCT.

GOVERNING LAW AND VENUE

This MSA and any underlying Engagement Letter(s), including but not limited to, any act or omission of CRI pursuant to the MSA and/or any work by CRI shall be governed by the laws of the State of Florida, without reference to any conflict of laws rules or principles. Any claim, civil action, or legal proceeding arising out of or in any way relating to this MSA or any underlying Engagement Letter(s), any act or omission of CRI pursuant to the MSA, and/or any other agreement(s) with CRI, must be brought in a state court having jurisdiction in Bay County, Florida, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses or objections to venue and jurisdiction within Bay County, Florida including *forum non conveniens*.

STATUTE OF LIMITATIONS

The parties agree that there shall be a one-year statute of limitation (from the delivery of the service or termination of the MSA or Engagement Letter(s)) for the filing of any requests for arbitration, lawsuit, or proceeding related to this MSA. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the MSA or Engagement Letter(s), whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

TERMINATION

The MSA shall continue in full force and effect until terminated in accordance with this section. We have the right and sole discretion to terminate and withdraw from this MSA immediately upon written notice to you for any reason including, but not limited to, if you do not provide us with requested information in a timely manner, refuse to cooperate with our reasonable requests, or misrepresent any facts. Withdrawal or termination of this MSA constitutes withdrawal and termination from any and all related Engagement Letter(s).

We also have the right and sole discretion to withdraw for any reason from any specific engagement covered by an Engagement Letter immediately upon written notice to you. Our withdrawal will release

us from any obligation to complete the services covered by that Engagement Letter and will constitute completion of that engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of any termination and withdrawal of this MSA or any Engagement Letter(s).

In addition, you may terminate this engagement without cause with a 30 day notice to us. Upon date of termination, we will cease providing services to you and you will compensate us for our services, fees, and costs to the date of termination.

DISCLOSURE TO AFFILIATES

You consent to us using your financial, tax, and personal information to send to you by any medium: firm newsletters, surveys, press releases, invitations to our seminars, information regarding related services from affiliated companies and/or portfolio companies, and any other communication sent to some or all of our clients. You also consent to us sharing your financial, tax, and personal or confidential information with our affiliated companies and/or portfolio companies. This consent is not conditioned upon our providing services to you.

CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING

Assisting you with your compliance with the Corporate Transparency Act (“CTA”), including beneficial ownership information (“BOI”) reporting, is not within the scope of this MSA. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA’s reporting requirements and issues surrounding the collection of relevant ownership information.

SEVERABILITY

If any provision of this MSA or any underlying Engagement Letter(s) is found by any court to be void or otherwise unenforceable, the remainder of this MSA and any underlying Engagement Letter(s) will remain valid and enforceable as though such void or unenforceable provision were absent upon the date of its execution.

COUNTERPARTS

This MSA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party. Signatures provided by facsimile or electronically shall be valid and binding.

MODIFICATION

This MSA may be amended, modified, or supplemented only by written agreement executed by all parties. In the event of a conflict between the terms of this MSA and any Engagement Letter(s), the

terms of this MSA shall supersede, unless the applicable Engagement Letter(s) specifically states otherwise and references this MSA.

LATE FEES AND INTEREST

Client agrees to pay all services, fees, and costs of any underlying engagement, and payment is due upon receipt of our invoice. We reserve the right, in our sole discretion, to impose late fees or interest on any balance that is past due. Failure to make timely payments may, upon notice, result in our termination of this MSA and any Engagement Letter(s).

ENTIRE AGREEMENT

This Agreement, including all Engagement Letter(s) and all attachments, schedules, and exhibits hereto or thereto, all of which are incorporated herein by reference, constitutes the full and complete agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous understandings and writings with respect thereto. No additional terms contained in any purchase order, order acknowledgement, confirmation, delivery acknowledgement, similar document, other correspondence, or written or oral communication between the parties will be valid and such additional or conflicting terms are deemed rejected by the parties.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this MSA, please indicate by executing.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, L.L.C.

Signature

Drew Whitman

City of Panama City Beach

<signature>

<sign date>

Authorized Signer(s)



To Management and Those Charged with Governance
of City of Panama City Beach

This Engagement Letter and its attachments, if any, are governed by the Master Services Agreement 1.0 ("MSA") between Carr, Riggs & Ingram, L.L.C. ("CRI", "we", "us", or "our") and the Client; the terms of which are hereby incorporated into this Engagement Letter by reference. By executing this Engagement Letter, the parties agree to and intend to be bound by the terms of the MSA.

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for City of Panama City Beach ("Client", "Entity", "you", or "your") as of and for the year ended September 30, 2024 (the "Selected Period(s)").

SCOPE AND OBJECTIVES

We will audit the financial statements and the disclosures, which collectively comprise the basic financial statement(s) of the Entity for the Selected Period(s) ended for the following: governmental activities, business-type activities, aggregate discretely presented component units, each major fund, aggregate remaining fund information and the related disclosures to the financial statements, otherwise known as the notes to the financial statements (collectively, the "Financial Statements").

The Financial Statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") (the "Selected Basis").

We will perform an audit engagement with respect to the Financial Statements of the Entity. As and if applicable and indicated in the following paragraphs, we will also perform the appropriate procedures related to either supplementary information ("Supplementary Information") and/or required supplementary information ("RSI").

The objectives of our audit are to obtain reasonable assurance about whether the Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your Financial Statements are fairly presented, in all material respects, in conformity with the Selected Basis. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States ("GAGAS") will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a

reasonable user made based on the Financial Statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the Financial Statements in accordance with GAGAS.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations ("CFR") Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance") and Chapter 10.550 Rules of the Auditor General.

The Selected Basis provides for certain RSI, such as management's discussion and analysis ("MD&A"), to supplement Entity's Financial Statements. Such information, although not a part of the Financial Statements, is required by the Governmental Accounting Standards Board ("GASB") who considers it to be an essential part of the financial reporting for placing the Financial Statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the Financial Statements, and other knowledge we obtained during our audit of the Financial Statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. This RSI is required by the Selected Basis and will be subjected to certain limited procedures, but will not be audited: MD&A, Required Pension Supplementary Information, Required Other Postemployment Benefit Supplementary Information, and the following Schedule of Changes in Net Pension Liability and Related Ratios - Pension Plans.

We have also been engaged to report on Supplementary Information other than RSI that accompanies the Entity's Financial Statements. We will subject the following Supplementary Information to the auditing procedures applied in our audit of the Financial Statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the Financial Statements or to the Financial Statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the Financial Statements as a whole in a separate written report accompanying our auditor's report on the Financial Statements or in a report combined with our auditor's report on the Financial Statements: Combining Schedules and Schedule of Expenditures of Federal Awards and State Financial Assistance and related notes.

OUR RESPONSIBILITIES

We will conduct our audit in accordance with GAAS and GAGAS. We will also conduct our audit in accordance with the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and Chapter 10.550 Rules of the Auditor General. We will include tests of your accounting records, a determination of major program(s) in accordance with Uniform Guidance and Chapter 10.550 Rules of the Auditor General, and other procedures we consider necessary to enable us to express such an

opinion. As part of an audit in accordance with GAAS and GAGAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the Financial Statements and determine whether the Financial Statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the Financial Statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Entity or to acts by management or employees acting on behalf of the Entity. Because the determination of waste and abuse is subjective, GAGAS do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and GAGAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Financial Statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Entity and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the Financial Statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the Financial Statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the Financial Statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

As required by the Uniform Guidance and Chapter 10.550 Rules of the Auditor General, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550 Rules of the Auditor General.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards and the Uniform Guidance and Chapter 10.550 Rules of the Auditor General.

We have identified the following significant risks of material misstatement as part of our audit planning: management override of controls and improper revenue recognition due to fraud.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the Financial Statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS.

The Uniform Guidance and Chapter 10.550 Rules of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards and state financial assistance applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB Compliance Supplement and Chapter 10.550 Rules of the Auditor General for the types of compliance requirements that could have a direct and material effect on each of Entity's major programs. For federal programs and state financial assistance that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550 Rules of the Auditor General.

Our audit does not relieve you of your responsibilities.

OTHER SERVICES

We will perform the following non-attest services for the Entity, based upon information provided by you and in accordance with professional standards:

- Assist management in preparing the Financial Statements
- Assist management by preparing, proposing and/or recording the following **client-approved** activities and/or journal entries: other journal entries, such as proposed audit entries which consist of GASB entries and lease entries related to GASB 87, subscription-based information technology arrangements related to GASB 96, and any other non-audit services we provide based on information provided by you.
- Assist management by providing other non-attest services: schedule of expenditures of federal

awards and state financial assistance, assistance inputting Local Highway Finance Report and the Annual Finance Report.

These non-audit services do not constitute an audit under GAGAS and such services will not be conducted in accordance with GAGAS.

You agree to assume all management responsibilities for these non-attest services and any other non-attest services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The non-attest services, if any, are limited to those previously defined in this letter, or as identified in a separate Engagement Letter. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

CLIENT RESPONSIBILITIES

In addition to your responsibilities identified in the MSA, our engagement will be conducted on the basis that you acknowledge and understand your responsibility for:

- designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of Financial Statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards and state financial assistance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met
- following laws and regulations
- ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements
- ensuring that management and financial information is reliable and properly reported
- implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements
- the selection and application of accounting principles; for the preparation and fair presentation of the Financial Statements, schedule of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with the Selected Basis, and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements)
- identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information
- the preparation and fair presentation of the Financial Statements in conformity with the Selected Basis

- providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Financial Statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence (4) if applicable, you will provide us with the final version of all documents comprising the annual report which includes other information, prior to the date of our auditor's report. If the final version of these documents are not available prior to the date of our auditor's report, they will be provided as soon as practical and the Entity will not issue the annual report prior to providing them to the auditor (5) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance and Chapter 10.550 Rules of the Auditor General
- required written representations from you about the Financial Statements and related matters, at the conclusion of our audit
- required written representations that (1) you are responsible for presentation of the Supplementary Information in accordance with GAAP; (2) you believe the Supplementary Information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Supplementary Information.
- required written representations from you about compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and GAGAS, at the conclusion of our audit
- required written representations from you about compliance with schedule of expenditures of federal awards, federal award programs and state financial assistance, at the conclusion of our audit
- adjusting the Financial Statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Financial Statements taken as a whole
- the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the Financial Statements
- informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants

- identifying and ensuring that the government complies with applicable contracts, agreements, and grants
- taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report
- evaluating and monitoring noncompliance with federal statutes, regulations, and the terms and conditions of federal awards and state financial assistance; taking prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly following up and taking corrective action on reported audit findings; and preparing a summary schedule of prior audit findings and a separate corrective action plan
- identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance
- agreeing to include our report on the schedule of expenditures of federal awards and state financial assistance in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards and state financial assistance
- agreeing to make the audited Financial Statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards and state financial assistance is issued with our report thereon
- acknowledging to us in the written representation letter that: (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance and Chapter 10.550 Rules of the Auditor General; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance and Chapter 10.550 Rules of the Auditor General; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance
- preparation of the Supplementary Information, as applicable, in conformity with the Selected Basis. You agree to include our report on the Supplementary Information in any document that contains, and indicates that we have reported on, the Supplementary Information and to include the audited Financial Statements with any presentation of the Supplementary Information that includes our report thereon
- if publishing Financial Statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document
- disclosing the date through which subsequent events have been evaluated and whether that date is the date the Financial Statements were issued or were available to be issued

- informing the engagement partner before entering into any substantive employment discussions with any of our personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct
- establishing and maintaining a process for tracking the status of audit findings and recommendations
- identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies
- providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information

ENGAGEMENT ADMINISTRATION

Rich Moreira is the engagement partner and is responsible for supervising the engagement and signing the report(s) or authorizing another individual to sign it (them).

We understand that your employees will prepare all confirmations and schedules we request and will locate any documents selected by us for testing. A request list of information we expect to need for our audit will be provided to you. Your prompt attention to and timely return of the requested items will significantly contribute to the efficiency of our audit process.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including Financial Statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the Entity; however, management is responsible for distribution of the reports and the Financial Statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

In accordance with certain regulations, we, as your auditors, are required to make the following commitments:

- The audit documentation for this engagement is the property of CRI and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators, federal or state agencies, governmental agencies, etc. ("regulators" or "agencies") pursuant to authority given to it by law or regulation. If requested, access to such audit documentation will be provided under the supervision of CRI personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these regulators or agencies. These regulators or agencies may intend, or decide, to distribute the copies or information contained therein to others.
- We will file a copy of our most recent peer review report with any applicable regulators or agencies.
- As appropriate, we will meet with those charged with governance before the audit report(s) are filed with any required regulators or agencies.

The information that we obtain in auditing is confidential, as required by the AICPA Code of Professional Conduct. Therefore, your acceptance of this Engagement Letter will serve as your advance consent to our compliance with above commitments.

REPORTING

As part of our engagement, we will issue a written report upon completion of our audit of the Entity's Financial Statements. Our report will be addressed to management, those charged with governance, or both, as appropriate, of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance.

We will also provide a report (that does not include an opinion) on internal control related to the Financial Statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the Financial Statements as required by GAGAS. The report on internal control and on compliance and other matters will state: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with GAGAS in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550 Rules of the Auditor General. The report(s) will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged

with governance that an audit in accordance with GAAS and the standards for financial audits contained in GAGAS may not satisfy the relevant legal, regulatory, or contractual requirements.

TERMINATION

If for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We reserve the right and sole discretion to withdraw for any reason from this engagement immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by this Engagement Letter and will constitute completion of this engagement.

Our engagement with you will terminate upon the earlier of our delivery of your report or withdrawal. In either case, you agree to compensate us for our services, fees, and costs to the date of withdrawal.

In addition, you may terminate this engagement without cause with a 30 day notice to us. Upon date of termination, we will cease providing services to you and you will compensate us for our services, fees, and costs to the date of termination.

CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

OUR FEES

The engagement fee is included in the attached Cost Estimate Proposal as agreed in the PCB23-24 RFP. This engagement letter covers the fiscal year end September 30, 2024 audit. The City has the option to renew this engagement on an annual basis through the September 30, 2028 fiscal year audit.

We will also charge you for applicable out-of-pocket expenses incurred in the course of our engagement, including, but not limited to: technology costs, travel expenses (meals, lodging, transportation, etc.), third party technical resources, administrative costs (courier services, report preparation, copying), and any other direct engagement expenses. We may also charge a fee for applications, subscriptions, hosting, or technology we utilize in providing services to you.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this Engagement Letter, please indicate by executing.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, L.L.C.

Signature

Drew Whitman

City of Panama City Beach

<signature>

<sign date>

Authorized Signer(s)



MASTER SERVICES AGREEMENT

We are pleased that you have chosen to engage Carr, Riggs & Ingram, L.L.C. ("CRI", "we," "our" or "us") to provide certain accounting, advisory, assurance, consulting, tax, and/or related services.

This Master Services Agreement 1.0 ("MSA"), shall govern, throughout the entirety of our contractual relationship(s), including the provision of our services and deliverables as set forth in one or more Engagement Letters from CRI (the "services").

CLIENT

"Client" (collectively referred to as "Client", "you", or "your") for the purposes of this MSA, shall mean the party or parties specifically listed as the Client(s) on the applicable Engagement Letter. As examples, the Client might include (ONLY AS SPECIFICALLY IDENTIFIED OR LISTED IN THE ENGAGEMENT LETTER(S)):

- For Individual Client(s): you, your spouse (if filing jointly), your dependent children, other dependents, any grantor trusts for which you act as trustee, and any investment partnership or limited liability company if all of the ownership interests are owned by the foregoing persons; and
- For Business Client(s) (e.g. for-profit, not-for profit, or governmental entities; fiduciary clients, etc.): the primary business and any subsidiaries or controlled affiliates.

With respect to each Engagement Letter, our Client(s) for a particular engagement will include only those individuals and entities specifically identified and listed under the Client Acknowledgement section of an Engagement Letter. Neither this MSA nor any Engagement Letter will create any client relationship nor any service-related obligation between us and any natural person or entity not specifically listed or identified in an Engagement Letter.

AUTHORITY TO BIND

BY EXECUTING AN ENGAGEMENT LETTER THAT REFERENCES AND INCORPORATES THIS MSA, CLIENT ACCEPTS AND AGREES TO THE TERMS OF THIS MSA. ANY INDIVIDUAL EXECUTING OR ACCEPTING THIS MSA ON BEHALF OF ANY INDIVIDUAL, COMPANY, OR OTHER LEGAL ENTITY, REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH INDIVIDUAL, ENTITY, AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, WILL PROVIDE UPON REQUEST ANY INFORMATION OR DOCUMENTATION VERIFYING, IN CRI'S SOLE DISCRETION, SUCH AUTHORITY, IN WHICH CASE THE TERM "CLIENT" SHALL REFER TO EACH REPRESENTED INDIVIDUAL, ENTITY, OR AFFILIATES. IF THE EXECUTING INDIVIDUAL DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, THEY MUST NOT EXECUTE OR ACCEPT THIS MSA AND MAY NOT USE THE SERVICES.

ENGAGEMENT LETTERS

All services to be performed by us must be described in an Engagement Letter executed by CRI and the Client(s). Each Engagement Letter will provide details on the nature of the work and any expected deliverable. Our services will be limited to the services specifically described in that Engagement Letter. Our agreement to perform services under any particular Engagement Letter does not obligate us to perform any future services under any additional Engagement Letters.

Engagement Letters are subject to the terms and conditions outlined in this MSA. Upon execution of an Engagement Letter, this MSA is incorporated into each Engagement Letter executed by the parties.

OUR RESPONSIBILITIES

We will perform the services detailed in the Engagement Letter(s) in accordance with applicable professional standards. Our responsibility is limited to the period(s) covered by the service(s) detailed in the Engagement Letter(s) and does not extend to any later periods for which we are not engaged to provide applicable services, unless evidenced by a separate Engagement Letter.

We are available to provide you with business advice, but we are not obligated to do so unless you specifically engage us to do so via an Engagement Letter for this purpose. The parties agree that Client will only rely on written, not oral, statements or advice from CRI. We believe written advice is necessary to avoid confusion and to make clear the specific nature and limitations of our advice. You should not rely on any advice unless it has received a full supervisory review and is provided by us in writing directly to you.

Unless otherwise stipulated in the Engagement Letter:

1. we will not perform any procedures designed to:
 - a. discover defalcations or other irregularities,
 - b. audit or otherwise verify the information you give us,
 - c. detect immaterial misstatements or violations of laws or government regulations;
2. our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within your entity or noncompliance with laws and regulations; and our services are not designed to provide assurance on internal control or to identify deficiencies in internal control.

We are not investment counselors or brokers. Our advice concerning a particular investment shall be limited to advising you with regard to any applicable tax ramifications of the investment. It shall not include advising you regarding the economic viability or consequences of the investment or whether or not you should make the investment. Our advice regarding any applicable tax ramifications of the investment shall be based on documents and information that you provide us regarding the investment. However, if you would like investment advice, we are happy to provide contact information for (a) qualified investment advisor(s).

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. Our services do not relieve you of your responsibilities.

CLIENT RESPONSIBILITIES

Our services will be conducted on the basis that you acknowledge and understand your responsibility for (as and if applicable):

- assuming all management responsibilities; overseeing any services we provide by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience;
- evaluating the adequacy and results of services (including non-attest services) performed by us; and accepting responsibility for the results of such services; designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial information that is free from material misstatement, whether due to fraud or error, including monitoring ongoing activities;
- the selection and application of accounting principles and framework;
- the preparation and fair presentation of the financial information in conformity with the applicable accounting framework;
- making drafts of financial information or financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers);
- timely providing us with:
 - 1) access to all information of which you are aware or have in your possession, custody, or control that is relevant to the services for which we are engaged, including but not limited to items such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters;
 - 2) additional information that we may request;
- unrestricted access to persons within the entity from whom we determine it necessary to perform our services;
- the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting you or your entity involving:
 - 1) management,
 - 2) employees who have significant roles in internal control, and
 - 3) others where the fraud could have a material effect on the financial information or financial statements;
- informing us of your knowledge of any allegations of fraud or suspected fraud affecting you or your entity received in communications from employees, former employees, regulators, or others;
- identifying and ensuring compliance with applicable laws and regulations;
- the safeguarding of assets, the proper recording of transactions in the book(s) of accounts; and the substantial completeness and accuracy of the financial records, and the full and accurate disclosure of all relevant facts to us.

You represent that the information you are supplying to us is accurate and complete to the best of your knowledge and that you have disclosed to us all relevant facts affecting our services.

USE OF FOREIGN AFFILIATES AND THIRD-PARTY SERVICE PROVIDERS

In performing our services to you, and so long as this MSA remains in effect, you agree and consent that we may (i) use affiliate and/or third-party service providers located both within, and outside, the United

States, and (ii) disclose and share your confidential information with these service providers. We maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. We also secure and require confidentiality agreements with these service providers to maintain the confidentiality of your information and take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. We remain responsible for the work provided by any such third-party service providers. By executing this MSA, and for so long as it remains in effect, you consent to the use of international service providers, including disclosure of your confidential financial information, if applicable, to our service providers located abroad.

RECORD RETENTION

We retain records in accordance with our record retention policy. We do not keep any of your original records, so we will return those to you upon the completion of the engagement. When records are returned to you, it is your responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies. You acknowledge and agree that upon the expiration of the applicable retention periods reflected within our record retention policy, available upon request, we are free to destroy our records related to the relevant or affected engagement(s).

We agree to comply with the following public records requirement included in the PCB23-24:

PUBLIC RECORDS: Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his or her response is exempt from disclosure, then the Bidder must in her or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. Otherwise, the City will treat all materials received as public records once that information is determined to be available for public inspection.

If the City rejects all Bids or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Bid or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued competitive solicitation, or until the City withdraws the reissued competitive solicitation. A Bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all Bids, or replies.

The City is a public agency subject to Chapter 119, Florida Statutes. The Bidder shall comply with Florida's Public Records law. Specifically, the Bidder, shall:

- a. Keep and maintain public records required by the public agency to perform the service.*
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or otherwise provided by law.*

c. *Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Bidder does not transfer the records to the public agency.*

d. *Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Bidder or keep and maintain public records required by the public agency to perform the service. If the Bidder transfers all public records to the public agency upon completion of the contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.*

The failure of the Bidder to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the Bidder has questions regarding the application of Chapter 119 Florida Statutes, to the Bidder's duty to provide public records relating to this contract, contact the custodian of public records at the City of Panama City Beach City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413; 850-233-5100 or CityClerk@pcbfl.gov .

REQUEST FOR DISCLOSURE

In the event that we are requested or required to disclose any confidential information by law, a subpoena or order issued by a court of competent jurisdiction, other governmental or regulatory authority, or professional standards (each, an "Order") or are requested or required to disclose any of the confidential information by a non-governmental third party ("Third-Party Demand"), we shall, where legally permissible and reasonably practicable, give you reasonable notice of the Order or Third-Party Demand so that you may seek a protective order or other appropriate remedy at your sole expense, or waive our compliance with the applicable confidentiality provisions of this MSA. In the event you direct us not to make the disclosure, you agree to defend, reimburse, and hold us harmless from any costs or expenses incurred in defending the privilege, including, by way of illustration only, our attorney's fees, court costs, outside adviser's costs, out-of-pocket expenses of any kind, or penalties or fines imposed as a result of your asserting the privilege or your direction to us to assert the privilege; provided, however, we retain the sole discretion, after consultation with our legal counsel, to determine whether or not, and to what extent, to comply with or otherwise address any Order or Third-Party Demand.

DATA SECURITY

In the interest of facilitating our services to you, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to you may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, we employ measures designed to maintain data

security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over, and shall not be responsible for, the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this relationship.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network, other collaborative virtual workspaces, or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows the parties hereto to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this MSA or any related Engagement Letter(s), you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions, and limitations of such agreement. You agree that we have no responsibility for the activities of third-party vendors supplying these tools and agree to indemnify and hold us harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or force majeure, copies of which you have provided to us pursuant to this MSA or any related Engagement Letter(s), we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

DISPUTE RESOLUTION

In the event of a dispute between the parties, which arises out of or relates to this MSA or any related Engagement Letter(s), the breach thereof or the services provided or to be provided hereunder or in the related Engagement Letter(s), if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation, or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS MSA, WE SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, OR ANCILLARY DAMAGES OF ANY KIND ALLEGED AS A RESULT OF ANY CAUSE OF ACTION ARISING FROM OR IN ANY WAY RELATED TO THIS MSA (WHICH INCLUDES, FOR CLARIFICATION, ALL RELEVANT AND AFFECTED ENGAGEMENT LETTER(S)), WHETHER FOR BREACH OF CONTRACT, TORT, OR OTHERWISE. UNLESS OTHERWISE STATED IN THIS AGREEMENT, THE PARTIES AGREE THAT OUR TOTAL CUMULATIVE LIABILITY (INCLUDING OUR EMPLOYEES, DIRECTORS, OFFICERS,

OR AGENTS), SHALL NOT EXCEED THE AMOUNT OF FEES EARNED BY US RELATED TO THE RELEVANT SERVICE(S) (AS SPECIFIED IN THE AFFECTED ENGAGEMENT LETTER(S)) DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AS SUCH AMOUNT SHALL SERVE AS A REASONABLE PROSPECTIVE ESTIMATE OF ANY DAMAGES WHICH YOU MAY SUFFER THROUGH ANY BREACH BY US OF THE TERMS OF THIS MSA, AS SUCH DAMAGES MAY BE SPECULATIVE OR IMPOSSIBLE TO CALCULATE. IF THERE ARE UNPAID FEES OWED TO US, THIS CUMULATIVE LIABILITY WILL BE REDUCED BY THE VALUE OF THE UNPAID FEES WITH NO ADDITIONAL INTEREST OR CHARGES, AS WE RETAIN THE RIGHT TO OFFSET ANY SUMS CLAIMED AS DUE AND OWED BY YOU, BY ANY SUMS TO WHICH WE ARE LEGALLY ENTITLED. THIS LIMITATION SHALL APPLY WHETHER OR NOT FURTHER DAMAGES ARE FORESEEABLE, OR WHETHER EITHER PARTY (OR ITS EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT(S) AGREE TO DEFEND, INDEMNIFY, AND HOLD CRI HARMLESS AGAINST ALL CLAIMS OF ANY KIND ARISING FROM IMPROPER THIRD-PARTY DISCLOSURE OF CRI REPORTS OR WORK PRODUCT.

GOVERNING LAW AND VENUE

This MSA and any underlying Engagement Letter(s), including but not limited to, any act or omission of CRI pursuant to the MSA and/or any work by CRI shall be governed by the laws of the State of Florida, without reference to any conflict of laws rules or principles. Any claim, civil action, or legal proceeding arising out of or in any way relating to this MSA or any underlying Engagement Letter(s), any act or omission of CRI pursuant to the MSA, and/or any other agreement(s) with CRI, must be brought in a state court having jurisdiction in Bay County, Florida, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding and agrees to waive any defenses or objections to venue and jurisdiction within Bay County, Florida, including *forum non conveniens*.

STATUTE OF LIMITATIONS

The parties agree that there shall be a one-year statute of limitation (from the delivery of the service or termination of the MSA or Engagement Letter(s)) for the filing of any requests for arbitration, lawsuit, or proceeding related to this MSA. If such a claim is filed more than one year, or the minimum durational period having been determined as permissible by applicable statutory law or by a court of competent jurisdiction, subsequent to the delivery of the service or termination of the MSA or Engagement Letter(s), whichever occurs first in time, then it shall be precluded by this provision, regardless of whether or not the claim has accrued at that time.

TERMINATION

The MSA shall continue in full force and effect until terminated in accordance with this section. We have the right and sole discretion to terminate and withdraw from this MSA immediately upon written notice to you for any reason including, but not limited to, if you do not provide us with requested information in a timely manner, refuse to cooperate with our reasonable requests, or misrepresent any facts. Withdrawal or termination of this MSA constitutes withdrawal and termination from any and all related Engagement Letter(s).

We also have the right and sole discretion to withdraw for any reason from any specific engagement covered by an Engagement Letter immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by that Engagement Letter and will constitute

completion of that engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of any termination and withdrawal of this MSA or any Engagement Letter(s).

In addition, you may terminate this engagement without cause with a 30 day notice to us. Upon date of termination, we will cease providing services to you and you will compensate us for our services, fees, and costs to the date of termination.

DISCLOSURE TO AFFILIATES

You consent to us using your financial, tax, and personal information to send to you by any medium: firm newsletters, surveys, press releases, invitations to our seminars, information regarding related services from affiliated companies and/or portfolio companies, and any other communication sent to some or all of our clients. You also consent to us sharing your financial, tax, and personal or confidential information with our affiliated companies and/or portfolio companies. This consent is not conditioned upon our providing services to you.

CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING

Assisting you with your compliance with the Corporate Transparency Act (“CTA”), including beneficial ownership information (“BOI”) reporting, is not within the scope of this MSA. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA’s reporting requirements and issues surrounding the collection of relevant ownership information.

SEVERABILITY

If any provision of this MSA or any underlying Engagement Letter(s) is found by any court to be void or otherwise unenforceable, the remainder of this MSA and any underlying Engagement Letter(s) will remain valid and enforceable as though such void or unenforceable provision were absent upon the date of its execution.

COUNTERPARTS

This MSA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become a binding agreement when one or more of the counterparts have been signed by each of the parties and delivered to the other party. Signatures provided by facsimile or electronically shall be valid and binding.

MODIFICATION

This MSA may be amended, modified, or supplemented only by written agreement executed by all parties. In the event of a conflict between the terms of this MSA and any Engagement Letter(s), the terms of this MSA shall supersede, unless the applicable Engagement Letter(s) specifically states otherwise and references this MSA.

LATE FEES AND INTEREST

Client agrees to pay all services, fees, and costs of any underlying engagement, and payment is due upon receipt of our invoice. We reserve the right, in our sole discretion, to impose late fees or interest on any balance that is past due. Failure to make timely payments may, upon notice, result in our termination of this MSA and any Engagement Letter(s).

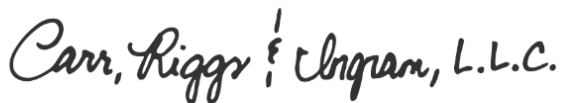
ENTIRE AGREEMENT

This Agreement, including all Engagement Letter(s) and all attachments, schedules, and exhibits hereto or thereto, all of which are incorporated herein by reference, constitutes the full and complete agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous understandings and writings with respect thereto. No additional terms contained in any purchase order, order acknowledgement, confirmation, delivery acknowledgement, similar document, other correspondence, or written or oral communication between the parties will be valid and such additional or conflicting terms are deemed rejected by the parties.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this MSA, please indicate by executing.

Very truly yours,



CARR, RIGGS & INGRAM, L.L.C.

Signature

Drew Whitman

City of Panama City Beach CRA

<signature>

<sign date>

Authorized Signer(s)



To Management and Those Charged with Governance
of City of Panama City Beach CRA

This Engagement Letter and its attachments, if any, are governed by the Master Services Agreement 1.0 ("MSA") between Carr, Riggs & Ingram, L.L.C. ("CRI", "we", "us", or "our") and the Client; the terms of which are hereby incorporated into this Engagement Letter by reference. By executing this Engagement Letter, the parties agree to and intend to be bound by the terms of the MSA.

This Engagement Letter confirms and specifies the terms of our engagement and clarifies the nature and extent of the services we will provide for City of Panama City Beach CRA ("Client", "Entity", "you", or "your") as of and for the year ended September 30, 2024 (the "Selected Period(s)").

SCOPE AND OBJECTIVES

We will audit the financial statements and the disclosures, which collectively comprise the basic financial statement(s) of the Entity for the Selected Period(s) ended for the following: governmental activities, each major fund and the related disclosures to the financial statements, otherwise known as the notes to the financial statements (collectively, the "Financial Statements").

The Financial Statements are prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") (the "Selected Basis").

We will perform an audit engagement with respect to the Financial Statements of the Entity. As and if applicable and indicated in the following paragraphs, we will also perform the appropriate procedures related to either supplementary information ("Supplementary Information") and/or required supplementary information ("RSI").

The objectives of our audit are to obtain reasonable assurance about whether the Financial Statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your Financial Statements are fairly presented, in all material respects, in conformity with the Selected Basis. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States ("GAGAS") will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the Financial Statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the Financial Statements in accordance with GAGAS.

The Selected Basis provides for certain RSI, such as management's discussion and analysis ("MD&A"), to supplement Entity's Financial Statements. Such information, although not a part of the Financial Statements, is required by the Governmental Accounting Standards Board ("GASB") who considers it to be an essential part of the financial reporting for placing the Financial Statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Entity's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the Financial Statements, and other knowledge we obtained during our audit of the Financial Statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. This RSI is required by the Selected Basis and will be subjected to certain limited procedures, but will not be audited: MD&A and Budgetary Comparison Schedules.

OUR RESPONSIBILITIES

We will conduct our audit in accordance with GAAS and GAGAS. We will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS and GAGAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the Financial Statements and determine whether the Financial Statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the Financial Statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Entity or to acts by management or employees acting on behalf of the Entity. Because the determination of waste and abuse is subjective, GAGAS do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and GAGAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Financial Statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless

clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Entity and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the Financial Statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the Financial Statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the Financial Statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to GAGAS. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning: management override of controls and improper revenue recognition due to fraud.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

AUDIT PROCEDURES - COMPLIANCE

As part of obtaining reasonable assurance about whether the Financial Statements are free of material misstatement, we will perform tests of the Entity's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to GAGAS.

Our audit does not relieve you of your responsibilities.

OTHER SERVICES

We will perform the following non-attest services for the Entity, based upon information provided by you and in accordance with professional standards:

- Assist management in preparing the Financial Statements
- Assist management by providing other non-attest services: related to notes and inputting the annual financial report of CRA in conformity with GAAP.

These non-audit services do not constitute an audit under GAGAS and such services will not be conducted in accordance with GAGAS.

You agree to assume all management responsibilities for these non-attest services and any other non-attest services we provide; oversee the services by designating an individual with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

The non-attest services, if any, are limited to those previously defined in this letter, or as identified in a separate Engagement Letter. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

CLIENT RESPONSIBILITIES

In addition to your responsibilities identified in the MSA, our engagement will be conducted on the basis that you acknowledge and understand your responsibility for:

- designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of Financial Statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met
- following laws and regulations
- ensuring that management and financial information is reliable and properly reported
- implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements
- the selection and application of accounting principles; for the preparation and fair presentation of the Financial Statements and all accompanying information in conformity with the Selected Basis, and for compliance with applicable laws and regulations rules, and the provisions of contracts and grant agreements
- the preparation and fair presentation of the Financial Statements in conformity with the Selected Basis
- making drafts of Financial Statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers)
- providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Financial Statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Entity from whom we determine it necessary to obtain audit evidence (4) if applicable, you will provide us with the final version of all documents comprising the annual report which includes other information, prior to the date of our auditor's report. If the final version of these documents are not available prior to the date of our auditor's

report, they will be provided as soon as practical and the Entity will not issue the annual report prior to providing them to the auditor

- required written representations from you about the Financial Statements and related matters, at the conclusion of our audit
- required written representations from you about compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and GAGAS, at the conclusion of our audit
- adjusting the Financial Statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Financial Statements taken as a whole
- the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the Financial Statements
- informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants
- identifying and ensuring that the government complies with applicable contracts, agreements, and grants
- taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report
- if publishing Financial Statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document
- disclosing the date through which subsequent events have been evaluated and whether that date is the date the Financial Statements were issued or were available to be issued
- informing the engagement partner before entering into any substantive employment discussions with any of our personnel, to ensure our independence is not impaired under the AICPA Code of Professional Conduct
- establishing and maintaining a process for tracking the status of audit findings and recommendations
- identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Scope and

Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies

- providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information

ENGAGEMENT ADMINISTRATION

Rich Moreira is the engagement partner and is responsible for supervising the engagement and signing the report(s) or authorizing another individual to sign it (them).

We understand that your employees will prepare all confirmations and schedules we request and will locate any documents selected by us for testing. A request list of information we expect to need for our audit will be provided to you. Your prompt attention to and timely return of the requested items will significantly contribute to the efficiency of our audit process.

We will provide copies of our reports to the Entity; however, management is responsible for distribution of the reports and the Financial Statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

In accordance with certain regulations, we, as your auditors, are required to make the following commitments:

- The audit documentation for this engagement is the property of CRI and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators, federal or state agencies, governmental agencies, etc. ("regulators" or "agencies") pursuant to authority given to it by law or regulation. If requested, access to such audit documentation will be provided under the supervision of CRI personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these regulators or agencies. These regulators or agencies may intend, or decide, to distribute the copies or information contained therein to others.
- We will file a copy of our most recent peer review report with any applicable regulators or agencies.
- As appropriate, we will meet with those charged with governance before the audit report(s) are filed with any required regulators or agencies.

The information that we obtain in auditing is confidential, as required by the AICPA Code of Professional

Conduct. Therefore, your acceptance of this Engagement Letter will serve as your advance consent to our compliance with above commitments.

REPORTING

As part of our engagement, we will issue a written report upon completion of our audit of the Entity's Financial Statements. Our report will be addressed to management, those charged with governance, or both, as appropriate, of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance.

We will also provide a report (that does not include an opinion) on internal control related to the Financial Statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the Financial Statements as required by GAGAS. The report on internal control and on compliance and other matters will state: (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with GAGAS in considering the entity's internal control and compliance. The report(s) will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with GAAS and the standards for financial audits contained in GAGAS may not satisfy the relevant legal, regulatory, or contractual requirements.

TERMINATION

If for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We reserve the right and sole discretion to withdraw for any reason from this engagement immediately upon written notice to you. Our withdrawal will release us from any obligation to complete the services covered by this Engagement Letter and will constitute completion of this engagement.

Our engagement with you will terminate upon the earlier of our delivery of your report or withdrawal. In either case, you agree to compensate us for our services, fees, and costs to the date of withdrawal.

In addition, you may terminate this engagement without cause with a 30 day notice to us. Upon date of termination, we will cease providing services to you and you will compensate us for our services, fees, and costs to the date of termination.

CORPORATE TRANSPARENCY ACT/BENEFICIAL OWNERSHIP INFORMATION REPORTING

Assisting you with your compliance with the Corporate Transparency Act ("CTA"), including beneficial ownership information ("BOI") reporting, is not within the scope of this engagement. You have sole

responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. We shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA's reporting requirements and issues surrounding the collection of relevant ownership information.

OUR FEES

The engagement fee is included in the attached Cost Estimate Proposal as agreed to in the PCB23-24 RFP. This engagement letter covers the fiscal year end September 30, 2024 audit. The City has the option to renew this engagement on an annual basis through the September 30, 2028 fiscal year audit.

We will also charge you for applicable out-of-pocket expenses incurred in the course of our engagement, including, but not limited to: technology costs, travel expenses (meals, lodging, transportation, etc.), third party technical resources, administrative costs (courier services, report preparation, copying), and any other direct engagement expenses. We may also charge a fee for applications, subscriptions, hosting, or technology we utilize in providing services to you.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

CLIENT ACKNOWLEDGEMENT(S)

If you acknowledge and agree with the terms of our agreement as described in this Engagement Letter, please indicate by executing.

Very truly yours,

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, L.L.C.

Signature

Drew Whitman

City of Panama City Beach CRA

<signature>

<sign date>

Authorized Signer(s)



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Holly White, Administration

2. MEETING DATE:

September 26, 2024

3. REQUESTED MOTION/ACTION:

Expression of support by motion for the City Manager to continue the Sick Leave Payout Program begun on a voluntary basis in FY 2018 and mandated beginning in FY 2024.

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?

Effective January 1, 2021, the City transitioned to a Paid Time Off (PTO) leave program from the traditional vacation and sick leave programs that had historically been used by the City. Prior to transitioning to PTO, the City went through multiple changes over the years to its sick leave policy. City employees hired prior to June 1, 2017, remain eligible to be paid for accumulated sick leave upon separation from employment with the City. Depending upon date of hire, employees have varying maximum hours that they are eligible to be paid for upon separation from service. Additionally, those employees hired after August 1, 2001, but before June 1, 2017, have varying levels of vesting based upon years of service. Governmental accounting standards require that the City accrue an estimated liability annually to reflect the cost of these "banked" sick leave hours. Because of the various caps and vesting, the administrative burden of this accrual is significant. It is further complicated by the voluntary early pay-outs that the City made in 2018 and 2019 and the payouts that are allowed annually for those employees in the Deferred Retirement Option Plan (DROP) as these payouts count against one's applicable cap.

Banked sick leave hours are rarely used by any of the employees who still have these hours on the books since all other time must be exhausted before "banked" sick leave hours can be used by an employee. Additionally, the City offers both short-term and long-term disability to all full-time employees, the cost of which is borne 100% by the City. To put this in perspective, the "banked" sick leave hours currently on the City's books total 16,323.07 and no sick leave hours were used over the past year.

The City desires to reduce the administrative burden associated with "banked" sick leave and to reduce its accrued sick leave liability. As such, Staff proposes a **mandatory** payment of all "banked" sick leave hours up to a maximum of 300 hours per employee. Because the payment is mandatory, the City has made the following concessions:

- all employees with "banked" sick leave hours will be considered 100% vested for purposes of the mandatory payment,
- the mandatory payment will be made irrespective of any sick leave caps applicable at separation of service from the City, and
- an employee will not have to utilize unpaid leave to the extent of the mandatory cash out before being eligible to access the sick leave pool (if a member).

There are currently 48 employees with "banked" sick leave hours on the books. Assuming the mandatory cash out of up to 300 hours moves forward, 25 employees will be paid in full, leaving only 23 employees with "banked" sick leave hours. Those employees subject to the mandatory cash out may choose to take a cash payment (taxable and subject to pension) **OR** if their PTO balance does not exceed the amount eligible for carryover at calendar year end, may elect to roll their "banked" sick leave hours to PTO (up to the maximum allowable carryover amount, with a cash payment of the balance) at which point the rolled hours become subject to the PTO policies of the City.

The maximum Citywide cost for the mandatory redemption of "banked" sick leave hours as proposed above is \$542,338. The payout is included in the FY 2025 budget for each applicable fund and department and is anticipated to occur in mid-October 2024.

Staff recommends approval.

[Sick Leave Mandatory Payout.300 Hours.pdf](#)

[Sick Leave Payout 300 Hours by Department with Burden.pdf](#)

TOTAL DOLLARS MAX 300 HRS	
299.54	\$19,906.11
887.32	\$16,006.20
805.62	\$28,443.45
997.62	\$17,427.60
317.12	\$8,701.44
825.62	\$16,537.68
641.62	\$16,778.70
877.62	\$23,589.06
427.12	\$10,095.03
1099.82	\$10,737.75
264.31	\$24,305.52
133.59	\$3,750.91
214.15	\$15,420.36
3.62	\$109.70
337.62	\$16,865.22
17.87	\$428.86
485.62	\$21,197.40
62.62	\$3,235.89
767.62	\$7,567.41
341.62	\$9,124.77
39.62	\$1,153.66
460.42	\$8,917.74
368.92	\$10,249.53
443.42	\$10,438.02
171.93	\$5,165.65
266.52	\$9,311.57
360.62	\$9,863.28
184.24	\$4,222.32
322.98	\$8,920.83
456.6	\$12,084.99
276.14	\$10,646.00
327.45	\$13,911.18
297.19	\$6,780.24
143.79	\$5,682.74
537	\$8,627.28
213.14	\$5,066.85
42.31	\$1,061.16
478.55	\$8,729.25
382.72	\$9,718.05
104.07	\$3,946.81
74.86	\$2,367.92
177.59	\$6,606.99
105.59	\$3,259.47
129.59	\$4,040.37
101.03	\$3,136.40
9.59	\$231.83
20.69	\$616.52
18.84	\$492.89

*Green represents employees paid out in full, if approved by Council.

\$445,478.60

SICK LEAVE ACCRUAL (SK1/SK2)	
	Actual Sick Liab (including FICA)
EXECTUIVE	\$56,784.27
ADMIN	\$4,757.68
PLANNING	\$12,696.81
PD	\$179,550.45
FIRE	\$114,382.76
BUILDING	\$12,696.81
STREET	\$7,511.29
REC	\$10,284.48
CRA	\$212.36
SW	\$212.36
WATER	\$25,574.57
WW	\$35,893.55
PIER	\$0.00
AQ	\$9,603.27
IT	\$9,397.03
	\$479,557.69

Estimated with

Pension

GE .14 \$203,163.34

Police .225 \$204,053.03

Fire .25 \$135,121.81

\$542,338.18

Reduce employees with SK1/SK2 hours
from 48 to 23



March 18, 2024

RE: Contract Number: PS20065 – FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (RFP 1915)

To Whom it May Concern:

Through this letter, I wish to notify you that, pursuant to section 3.1 of the aforementioned agreement between the League of Oregon Cities and LION, the agreement has been automatically extended one-year until the anniversary of the Effective Date in 2025.

Sincerely,

DocuSigned by:

Patricia M. Mulvihill

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Patricia M. Mulvihill

Executive Director

League of Oregon Cities