PANAMA CITY BEACH CITY COUNCIL
AGENDA

NOTE: 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 AND MAY CONSIDER ITEMS AND TAKE ACTION IN THAT LATTER CAPACITY.

REGULAR
MEETING DATE: July 23, 2015
MEETING TIME: 2:00 P.M.

I. INVOCATION: PASTOR JOHN WOODROW OF THE GULPVIEW UNITED METHODIST CHURCH
II. PLEDGE OF ALLEGIANCE: MAYOR GAYLE F. OBERST
III. APPROVAL OF AGENDA
IV. APPROVAL OF MINUTES

V. HJW CONSENT AGENDA

1. "NATIONAL KOREAN WAR VETERANS ARMISTICE DAY". A Proclamation honoring the courage and sacrifice of our Korean War veterans on this 62nd anniversary of the signing of the Military Armistice Agreement, ending the Korean War in July 27, 1953. "A Proclamation honoring July 27th as “National Korean War Veterans Armistice Day” in Panama City Beach”.

2. RESOLUTION 15-115, BACK TO SCHOOL BEACH BASH ROAD CLOSURES. Pier Park has requested road closure for the Back to School Beach Bash event for August 8, 2015, from 8 A.M. to 9 P.M. “A Resolution of the City of Panama City Beach to accommodate the “Back to School Beach Bash” authorizing the temporary closures on Bluefish Drive south from Starfish Street to the southern terminus of Bluefish Drive on Saturday, August 8, 2015.”

3. RESOLUTION 15-116, SUPERVISOR OF ELECTIONS POLLING PLACE AGREEMENTS FOR 2016 PRESIDENTIAL PREFERENCE PRIMARY, PRIMARY AND GENERAL ELECTIONS. The Supervisor of Elections has forwarded three Agreements for the 2016 Presidential Preference Primary, Primary and General Elections, to reserve the dates and locations at Frank Brown Park and the PCB Lyndell Center for the voting. “A Resolution of the City of Panama City Beach, Florida, approving various Polling Place Agreements with the Supervisor of Elections relating to the 2016 Presidential Preference Primary, Primary and General Elections.”

4. RESOLUTION 15-118, BIDS- REPLACEMENT OF TWO WWTP 6-TON AIR CONDITIONING SYSTEMS. Both of the air conditioning units installed in the main electrical building serving the City wastewater treatment facility at 200 N. Gulf Blvd have reached the end of their service life. Staff prepared bid documents and specifications for replacing the units. The project was publically advertised in the local News Herald and five (5) bidders responded with sealed bids by the required date and time. Bids were publically opened on July 15th beginning at 2:00 PM and a bid tabulation is attached for reference.

After reviewing the bid documents, STAFF RECOMMENDS awarding the work to the low bidder, Tarpon Dock Metal Craft, Inc., dba Tarpon Dock Air Conditioning for the base bid amount of $13,697.00. A draft Agreement for completing the work is also attached for your review. The Wastewater Utility Budget has sufficient funds available in the Machinery and Equipment line item for replacing both air conditioning units. Should the City Council approve this expenditure, the City Manager...
will execute the Agreement and work is expected to be completed within approximately 45 days. "BE IT RESOLVED that the appropriate Officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Tarpon Dock Metal Craft, Inc., d/b/a Tarpon Dock Air Conditioning, relating to the installation and replacement of two 6-ton capacity Air Conditioning Systems, serving the main electrical building at the City's Wastewater Treatment facility, in the basic amount of $13,697.00, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval."

RESOLUTION 15-119, UTILITY SYSTEM SCADA SOFTWARE UPGRADE. The City utility system uses a Supervisory Control and Data Acquisition (SCADA) software package titled Wonderware, provided by Schneider Electric Software. The current version installed at the City's facilities is based on Windows XP, which is no longer supported, and it needs to be upgraded to work with current Windows platforms. The exclusive distributor for this software in Florida, InSource Solutions, has provided a proposal in the amount of $85,171.25 to upgrade the software at all existing installations, provide software for 3 new locations, provide annual support services and provide training for the use of the upgraded software. This is a sole source acquisition, and choosing to switch to another software application would cost approximately the same for the software, plus several hundred thousand dollars to reprogram the SCADA code in all of the City's installations. STAFF RECOMMENDS APPROVAL of the software upgrade purchase. "BE IT RESOLVED that the appropriate Officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and InSource Solutions, relating to the purchase and upgrade of the existing software, for operation of the City's utility system, in the basic amount of $85,171.25, in substantially the form attached and presented to the Council today, draft dated June 19, 2015, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval."

VI REGULAR AGENDA ITEMS - DISCUSSION/ACTION

NO. OFFICIAL ITEM
1 GFO "AMERICAN WITH DISABILITIES ACT" 25TH ANNIVERSARY PROCLAMATION & PRESENTATION.
2 MG RESOLUTIONS 15-117, POLICE DEPARTMENT TASERS PURCHASE.
3 HJW RESOLUTION 15-122, BUDGET AMENDMENT #35 TO RECOGNIZE CVB CONTRIBUTION, PUBLIC HEARING.
4 MG CITY MANAGER UPDATE.

I certify that the Council members listed above have been contacted and given the opportunity to include items on this agenda.
IN AN EFFORT TO CONDUCT YOUR COUNCIL MEETINGS IN AN ORDERLY AND EXPEDIENT MANNER, WE RESPECTFULLY REQUEST THAT YOU WAIT UNTIL THE CHAIR Recognizes YOU TO SPEAK, THEN COME TO THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD.

E-mailed and/or Faxed to following interested parties on: 7/20/15

<table>
<thead>
<tr>
<th>NEWS MEDIA</th>
<th>CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>News Herald</td>
<td>John Henderson</td>
</tr>
<tr>
<td>Bullet</td>
<td>Editor</td>
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<tr>
<td>Channel 4</td>
<td>Ryan Rodig</td>
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<td>Channel 7</td>
<td>Rex Ogburn</td>
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<td>Ken McVay</td>
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<td>Comcast</td>
<td>Kay C. McWilliams</td>
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<td>WOW</td>
<td>Cil Schnitker</td>
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<td>WKGC</td>
<td>Emily Balazs</td>
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<td>WLTG</td>
<td>A. D. Whitehurst</td>
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<tr>
<td>Magic Broadcasting</td>
<td>Chris Allen</td>
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<tr>
<td>Clear Channel</td>
<td>Crystal Presley</td>
</tr>
<tr>
<td>Panama City Radio</td>
<td>Brandon Andrews</td>
</tr>
</tbody>
</table>

NOTE: COPIES OF THE AGENDA ITEMS ARE POSTED ON THE CITY’S WEBSITE WWW.PCBGOV.COM UNDER “AGENDA INFORMATION”.

THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE.

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 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 (1995)
CONSENT AGENDA

ITEM #1,

PROCLAMATION
A PROCLAMATION HONORING JULY 27TH
AS
"NATIONAL KOREAN WAR VETERANS ARMISTICE DAY"
IN PANAMA CITY BEACH

WHEREAS, sixty-two years after signing the Military Armistice Agreement at Panmunjom, Americans remain grateful for the courage and sacrifice of our Korean War Veterans. More than 600,000 United States and Allied combatants lost their lives in Korea during the three years of bitter warfare that ended on July 27, 1953; and

WHEREAS, these dedicated service men and women, under the banner of the United Nations, fought to secure the blessings of freedom and democracy on the Korean Peninsula, and they deserve our unending respect and gratitude; and

WHEREAS, today we remember and honor the valor of these Korean War veterans and the extraordinary sacrifices that they and their families made in the cause of peace;

WHEREAS, as American service men and women continue to support the cause for peace around the world, we honor the proud legacy of our remaining Korean War veterans who gave of themselves so that others might live in liberty; and

NOW, THEREFORE, I, Gayle F. Oberst, by virtue of the authority vested in me as Mayor of the City of Panama City Beach, call upon all citizens of Panama City Beach to observe July 27, 2015 as

"National Korean War Veterans Armistice Day"

and encourage all Americans to recognize the valor and sacrifice of our Korean War veterans through ceremonies and prayers.

IN WITNESS WHEREOF, I have hereunto set My Hand and caused the Official Seal of our Great City to be affixed this Twenty-Third Day of July, in the Year of Our Lord Two Thousand Fifteen.

City of Panama City Beach

Gayle F. Oberst, Mayor

ATTEST: Holly J. White, City Clerk

CONSENT
AGENDA ITEM #
CONSENT AGENDA

ITEM #2,

RESOLUTION 15-115
RESOLUTION 15-115

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH TO ACCOMMODATE THE "BACK TO SCHOOL BEACH BASH" AUTHORIZING THE TEMPORARY CLOSURES ON BLUEFISH DRIVE SOUTH FROM STARFISH STREET TO THE SOUTHERN TERMINUS OF BLUEFISH DRIVE ON SATURDAY, AUGUST 8, 2015.

WHEREAS, the Back to School Beach Bash (the "Event") is scheduled on Saturday, August 8, 2015, in Panama City Beach; and;

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of a section of Bluefish Drive within the corporate limits of Panama City Beach;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL of Panama City Beach that during the hours of 8:00 A.M. to 9:00 P.M. on August 8, 2015, all traffic on Bluefish Drive south from Starfish Street to the southern terminus of Bluefish Drive, be controlled in accordance with the attached map which accompanies this Resolution to accommodate the Event.

PASSED, APPROVED AND ADOPTED in regular session of the Panama City Beach City Council this 23rd day of July, 2015.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Mayor Gayle F. Oberst

ATTEST:

______________________________
Holly J. White, City Clerk
CONSENT AGENDA

ITEM #3,

RESOLUTION 15-116
RESOLUTION 15-116

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING VARIOUS POLLING PLACE AGREEMENTS WITH THE SUPERVISOR OF ELECTIONS RELATING TO THE 2016 PRESIDENTIAL PREFERENCE PRIMARY, PRIMARY AND GENERAL ELECTIONS.

1. BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Polling Place Agreement between the City and the Bay County Supervisor of Elections, relating to the City’s Senior Center (Precinct 11) for the Presidential preference primary, primary and general elections on March 15, 2016, August 30, 2016 and November 8, 2016, respectively, in substantially the form attached and presented to the Council today, draft dated July 2, 2015, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

2. BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Polling Place Agreement between the City and the Bay County Supervisor of Elections, relating to use of the Frank Brown Park Community Building (Precinct 10) for the Presidential preference primary, primary and general elections on March 15, 2016, August 30, 2016 and November 8, 2016, respectively, in substantially the form attached and presented to the Council today, draft dated July 2, 2015, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

3. BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Polling Place Agreement between the City and the Bay County Supervisor of Elections, relating to use of the City’s Senior Center during the periods of March 5-12, 2016, August 20-27, 2016 and October 29-November 5, 2016, as an early voting site for the Presidential preference primary, primary and general elections to be held on March 15, 2016, August 30, 2016 and November 8, 2016, respectively, in substantially the form attached and presented to the Council today, draft dated July 2, 2015, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2015.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

Holly J. White, City Clerk
July 2, 2015

City Mgr. Mario Gisbert
PCB Senior Center
423 Lyndell Ln
Panama City Beach, FL 32407

Dear City Mgr. Mario Gisbert:

We are preparing for this year’s elections and need to verify that the location listed on the attached contract is available.

Please review pages 2 through 4 and sign if it is agreeable within the next two weeks or call 850-784-6101 immediately to inform us that the site may not be available.

If we e-mailed this to you please promptly return the completed contract via email to Pollingplace@bayvotes.org.

If we mailed it to you and you want to return by mail, use the postage paid envelope provided.

Thank you for making your location available as a polling place. You are an integral part of local, state and federal elections for Bay County voters by allowing voters the opportunity to vote at your facility.

If you have any questions or concerns, the priority phone number to call is 784-6101.

Thank you for making your facility available, our Bay County Voters appreciate you.

Sincerely,

Mark Andersen
Supervisor of Elections, Bay County

Enclosures: Polling Place Agreement
Self addressed postage paid envelope (If sent via mail)
THIS POLLING PLACE AGREEMENT entered into on Thursday, July 02, 2015 by and between City of Panama City Beach (the "Owner"), by and through City Mgr. Mario Gisbert and Mark Andersen, Bay County Supervisor of Elections (the "Supervisor").

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Agreement: Owner shall provide the PCB Senior Center, located at the Premises as a polling place for the elections indicated below (the "Polling Place")

<table>
<thead>
<tr>
<th>Election Type</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016 Presidential Preference Primary</td>
<td>Tuesday, March 15, 2016</td>
</tr>
<tr>
<td>2016 Primary</td>
<td>Tuesday, August 30, 2016</td>
</tr>
<tr>
<td>2016 General</td>
<td>Tuesday, November 8, 2016</td>
</tr>
</tbody>
</table>

and as possible any subsequent dates necessarily arising due to any special election, or election resulting from the death or resignation of an elected official at federal, state or county level beyond the control of the Supervisor of Elections.

2. Access to Premises/Polling Place
   a. Prior to Election Day: Owner or designee shall provide access to the Premises for delivery and storage of election equipment either Friday or Monday before election. Equipment should be delivered to (specify storage area).

   423 Lyndell Ln

   b. Election Day: Access to the Polling Place: Owner will open Polling Place by 5:45 a.m.

   c. Post-Election Day: Owner or designee shall provide access to the Premises for pickup of the election equipment the day after election.

3. Contact Persons

   Facility’s Email Address: Facility’s Phone Number: 236-3033

   The following person(s) are designated as the Owner’s contacts to assure access to the Premises on the applicable Equipment Delivery, Election Days, and Equipment Pick-up.

   Contact person: Jim Ponek Phone: 2363033
   Cell phone: 8193035

   Contact person: ____________________ Phone: ____________________
   Cell phone: ____________________

4. Compensation: As compensation for use of the Premises as Polling Place, the Supervisor shall pay the Owner $0.00 per election. Payment shall be made within four (4) weeks following each election, and checks shall be payable to Owner and sent to the address first indicated above, unless stated otherwise. (Address, if different from above.)
5. Owner’s Responsibilities

a. Access to the Polling Place shall be available to Precinct Election Officials no later than 5:45 a.m. on Election Day.

b. The parking lot or parking area at the Premises shall be clear of all obstructions that would impede voter access on Election Day. No other events shall be planned that will affect and limit the amount of available parking for persons coming to vote.

c. Disability permit-only parking spaces shall be available to voters. Supervisor may provide temporary solutions if unavailable.

d. All indoor, outdoor and parking area lights shall be operational and in good working order on Election Day.

e. All electrical outlets in Polling Room shall be in good working order.

f. Allow unencumbered access to dedicated phone line maintained by the Supervisor of Elections. Clerk needs the ability to contact our office and transmit precinct results on Election Day.

6. Authority to Improve Premises/Polling Place: All cost shall be provided by the Supervisor if the need is determined. The purpose of the improvements is to make the Property compliant with the various laws, rules and regulations governing, among other things, the accessibility of polling locations.

7. Indemnification; Insurance: Subject to the limitations set forth in 768.28, Florida Statues, the parties shall each be responsible for their own acts and omissions in the performance of their duties hereunder, and the acts and omissions of their own employees and agents, and shall indemnify and hold harmless the other party from and against all claims, incurred by the other party arising from such acts and omissions. In addition, each party shall maintain, throughout the term of this Agreement, comprehensive general liability and property liability insurance. As a constitutional officer of Bay County, the Supervisor is self-insured.

8. Force Majeure: Owner shall not be liable for any adjustments or suspension of performance, failure of performance or any damages resulting from any of the following: strikes or labor disputes, war stoppages, fire, explosions, water, the elements, acts of God, acts of civil or military authorities or public enemy, or other similar cause beyond Owner’s control.

9. Miscellaneous

a. The rights and obligations of the parties set forth herein may be altered only by a written amendment or modification executed by the parties hereto.

b. This Contract is deemed made and governed by the laws of the State of Florida.
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first written above.

OWNER

Signature ______________________ Signature ______________________

Print Name/Title ______________________ Print Name/Title ______________________

Home or Cell Phone ______________________
(For Emergency Contact Only)

SUPERVISOR OF ELECTIONS
OF BAY COUNTY, FLORIDA

Signature ______________________
Print Name/Title Mark Andersen/SOE ______________________

WITNESS:

Signature ______________________
Print Name/Title ______________________
July 2, 2015

City Mgr. Mario Gisbert
PCB Senior Center
423 Lyndell Ln
Panama City Beach, FL 32407

Dear City Mgr. Mario Gisbert:

We are preparing for this year’s elections and need to verify that the location listed on the attached contract is available.

Please review pages 2 through 4 and sign if it is agreeable within the next two weeks or call 850-784-6101 immediately to inform us that the site may not be available.

If we e-mailed this to you please promptly return the completed contract via email to Pollingplace@bayvotes.org.

If we mailed it to you and you want to return by mail, use the postage paid envelope provided.

Thank you for making your location available as a polling place. You are an integral part of local, state and federal elections for Bay County voters by allowing voters the opportunity to vote at your facility.

If you have any questions or concerns, the priority phone number to call is 784-6101.

Thank you for making your facility available, our Bay County Voters appreciate you.

Sincerely,

Mark Andersen
Supervisor of Elections, Bay County

Enclosures: Polling Place Agreement
Self addressed postage paid envelope (If sent via mail)
POLLING PLACE AGREEMENT

THIS POLLING PLACE AGREEMENT entered into on Thursday, July 02, 2015 by and between City of Panama City Beach (the "Owner"), by and through City Mgr. Mario Gisbert and Mark Andersen, Bay County Supervisor of Elections (the "Supervisor").

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Agreement: Owner shall provide the PCB Senior Center, located at the Premises as a polling place for the elections indicated below (the "Polling Place")

   - 2016 Presidential Preference Primary: Early Voting, March 5th - 12th, 2016
   - 2016 Primary: Early Voting, August 20th - 27th, 2016
   - 2016 General: Early Voting, October 29th - November 5th, 2016
   - 2016 Early Voting
   - 2016 Early Voting
   - 2016 Early Voting

   and as possible any subsequent dates necessarily arising due to any special election, or election resulting from the death or resignation of an elected official at federal, state or county level beyond the control of the Supervisor of Elections.

2. Access to Premises/Polling Place
   a. Prior to Election Day: Owner or designee shall provide access to the Premises for delivery and storage of election equipment either Friday or Monday before election. Equipment should be delivered to 423 Lyndell Ln.
   b. Election Day: Access to the Polling Place: Owner will open Polling Place
   c. Post-Election Day: Owner or designee shall provide access to the Premises for pickup of the election equipment the day after election.

3. Contact Persons
   Facility’s Email Address: Facility’s Phone Number: 236-3033

   The following person(s) are designated as the Owner’s contacts to assure access to the Premises on the applicable Equipment Delivery, Election Days, and Equipment Pick-up.

   Contact person: Frank Walker       Phone:
   Cell phone: 8320875
   Contact person: _______________ Phone: _______________
   Cell phone: ____________________

4. Compensation: As compensation for use of the Premises as Polling Place, the Supervisor shall pay the Owner $200.00 per election. Payment shall be made within four (4) weeks following each election, and checks shall be payable to Owner and sent to the address first indicated above, unless stated otherwise.

   (Address, if different from above.)
5. Owner's Responsibilities
   a. Access to the Polling Place shall be available to Precinct Election Officials no later than 5:45 a.m. on Election Day.
   b. The parking lot or parking area at the Premises shall be clear of all obstructions that would impede voter access on Election Day. No other events shall be planned that will affect and limit the amount of available parking for persons coming to vote.
   c. Disability permit-only parking spaces shall be available to voters. Supervisor may provide temporary solutions if unavailable.
   d. All indoor, outdoor and parking area lights shall be operational and in good working order on Election Day.
   e. All electrical outlets in Polling Room shall be in good working order.
   f. Allow unencumbered access to dedicated phone line maintained by the Supervisor of Elections. Clerk needs the ability to contact our office and transmit precinct results on Election Day.
   g. The area outside of 100 ft. from the entrance to the polling location building is the responsibility of the Owner. The Owner should inform solicitors directly if solicitation is not allowed on said property.
   h. The Polling Place shall remain open until officially closed by Supervisor personnel and precinct tabulation is completed.
   i. The Polling Room shall be used exclusively for election business on Election Day, and no other activity shall take place in the Polling Room until Precinct Election Officials complete the tabulation, close and leave the Premises.
   j. The Owner shall provide a secure storage area for election equipment from date of delivery to date of pick-up. The storage area shall remain locked with access available only to designated election personnel.

6. Authority to Improve Premises/Polling Place: All cost shall be provided by the Supervisor if the need is determined. The purpose of the improvements is to make the Property compliant with the various laws, rules and regulations governing, among other things, the accessibility of polling locations.

7. Indemnification; Insurance: Subject to the limitations set forth in 768.28, Florida Statues, the parties shall each be responsible for their own acts and omissions in the performance of their duties hereunder, and the acts and omissions of their own employees and agents, and shall indemnify and hold harmless the other party from and against all claims, incurred by the other party arising from such acts and omissions. In addition, each party shall maintain, throughout the term of this Agreement, comprehensive general liability and property liability insurance. As a constitutional officer of Bay County, the Supervisor is self-insured.

8. Force Majeure: Owner shall not be liable for any adjustments or suspension of performance, failure of performance or any damages resulting from any of the following: strikes or labor disputes, war stoppages, fire, explosions, water, the elements, acts of God, acts of civil or military authorities or public enemy, or other similar cause beyond Owner’s control.

9. Miscellaneous
   a. The rights and obligations of the parties set forth herein may be altered only by a written amendment or modification executed by the parties hereto.
   b. This Contract is deemed made and governed by the laws of the State of Florida.
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first written above.

OWNER:
Signature ___________________________ Signature ___________________________
Print Name/Title ___________________________ Print Name/Title ___________________________
Home or Cell Phone ___________________________
(For Emergency Contact Only)

SUPERVISOR OF ELECTIONS
OF BAY COUNTY, FLORIDA
Signature ___________________________ Signature ___________________________
Print Name/Title Mark Andersen/SOE ___________________________ Print Name/Title ___________________________
July 2, 2015

City Mgr. Mario Gisbert  
Frank Brown Park Comm Bldg  
16200 Panama City Beach Pkwy  
Panama City Beach, FL 32413

Dear City Mgr. Mario Gisbert:

We are preparing for this year's elections and need to verify that the location listed on the attached contract is available.

Please review pages 2 through 4 and sign if it is agreeable within the next two weeks or call 850-784-6101 immediately to inform us that the site may not be available.

If we e-mailed this to you please promptly return the completed contract via email to Pollingplace@bayvotes.org.

If we mailed it to you and you want to return by mail, use the postage paid envelope provided.

Thank you for making your location available as a polling place. You are an integral part of local, state and federal elections for Bay County voters by allowing voters the opportunity to vote at your facility.

If you have any questions or concerns, the priority phone number to call is 784-6101.

Thank you for making your facility available, our Bay County Voters appreciate you.

Sincerely,

Mark Andersen  
Supervisor of Elections, Bay County

Enclosures: Polling Place Agreement  
Self addressed postage paid envelope (If sent via mail)
THIS POLLING PLACE AGREEMENT entered into on Thursday, July 02, 2015 by and between City of Panama City Beach (the "Owner"), by and through City Mgr. Mario Gisbert and Mark Andersen, Bay County Supervisor of Elections (the "Supervisor").

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Agreement: Owner shall provide the Frank Brown Park Comm Bldg, located at the Premises as a polling place for the elections indicated below (the "Polling Place")
   - 2016 Presidential Preference Primary Election Day Tuesday, March 15, 2016
   - 2016 Primary Election Day Tuesday, August 30, 2016
   - 2016 General Election Day Tuesday, November 8, 2016
   and as possible any subsequent dates necessarily arising due to any special election, or election resulting from the death or resignation of an elected official at federal, state or county level beyond the control of the Supervisor of Elections.

2. Access to Premises/Polling Place
   a. Prior to Election Day: Owner or designee shall provide access to the Premises for delivery and storage of election equipment either Friday or Monday before election. Equipment should be delivered to 16200 Panama City Beach Pkwy.
   b. Election Day: Access to the Polling Place: Owner will open Polling Place by 5:45 a.m.
   c. Post-Election Day: Owner or designee shall provide access to the Premises for pickup of the election equipment the day after election.

3. Contact Persons
   Facility’s Email Address: jponek@pcbgov.com  Facility’s Phone Number: 233-5045
   The following person(s) are designated as the Owner’s contacts to assure access to the Premises on the applicable Equipment Delivery, Election Days, and Equipment Pick-up.
   Contact person: Jim Ponek  Phone: 2335045
   Cell phone: 8193035
   Contact person:  Phone: 
   Cell phone: 

4. Compensation: As compensation for use of the Premises as Polling Place, the Supervisor shall pay the Owner $0.00 per election. Payment shall be made within four (4) weeks following each election, and checks shall be payable to Owner and sent to the address first indicated above, unless stated otherwise. (Address, if different from above.)
5. Owner's Responsibilities
   a. Access to the Polling Place shall be available to Precinct Election Officials no later than 5:45 a.m. on Election Day.
   b. The parking lot or parking area at the Premises shall be clear of all obstructions that would impede voter access on Election Day. No other events shall be planned that will affect and limit the amount of available parking for persons coming to vote.
   c. Disability permit-only parking spaces shall be available to voters. Supervisor may provide temporary solutions if unavailable.
   d. All indoor, outdoor and parking area lights shall be operational and in good working order on Election Day.
   e. All electrical outlets in Polling Room shall be in good working order.
   f. Allow unencumbered access to dedicated phone line maintained by the Supervisor of Elections. Clerk needs the ability to contact our office and transmit precinct results on Election Day.
   g. The area outside of 100 ft. from the entrance to the polling location building is the responsibility of the Owner. The Owner should inform solicitors directly if solicitation is not allowed on said property.
   h. The Polling Place shall remain open until officially closed by Supervisor personnel and precinct tabulation is completed.
   i. The Polling Room shall be used exclusively for election business on Election Day, and no other activity shall take place in the Polling Room until Precinct Election Officials complete the tabulation, close and leave the Premises.
   j. The Owner shall provide a secure storage area for election equipment from date of delivery to date of pick-up. The storage area shall remain locked with access available only to designated election personnel.

6. Authority to Improve Premises/Polling Place: All cost shall be provided by the Supervisor if the need is determined. The purpose of the improvements is to make the Property compliant with the various laws, rules and regulations governing, among other things, the accessibility of polling locations.

7. Indemnification; Insurance: Subject to the limitations set forth in 768.28, Florida Statues, the parties shall each be responsible for their own acts and omissions in the performance of their duties hereunder, and the acts and omissions of their own employees and agents, and shall indemnify and hold harmless the other party from and against all claims, incurred by the other party arising from such acts and omissions. In addition, each party shall maintain, throughout the term of this Agreement, comprehensive general liability and property liability insurance. As a constitutional officer of Bay County, the Supervisor is self-insured.

8. Force Majeure: Owner shall not be liable for any adjustments or suspension of performance, failure of performance or any damages resulting from any of the following: strikes or labor disputes, war stoppages, fire, explosions, water, the elements, acts of God, acts of civil or military authorities or public enemy, or other similar cause beyond Owner's control.

9. Miscellaneous
   a. The rights and obligations of the parties set forth herein may be altered only by a written amendment or modification executed by the parties hereto.
   b. This Contract is deemed made and governed by the laws of the State of Florida.
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first written above.

OWNER

Signature ________________________________

Print Name/Title __________________________

Home or Cell Phone _______________ (For Emergency Contact Only)

WITNESS:

Signature ________________________________

Print Name/Title __________________________

SUPERVISOR OF ELECTIONS
OF BAY COUNTY, FLORIDA

Signature ________________________________

Print Name/Title _______________ Mark Andersen/SOE

WITNESS:

Signature ________________________________

Print Name/Title __________________________
CONSENT AGENDA
ITEM #4,
RESOLUTION 15-118
RESOLUTION 15-118

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and the Tarpon Dock Metal Craft, Inc., dba Tarpon Dock Air Conditioning, relating to the installation and replacement of two 6-ton capacity air conditioning systems, serving the main electrical building at the City's wastewater treatment facility, in the basic amount of $13,697, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2015.

CITY OF PANAMA CITY BEACH

By: ____________________________
    Gayle F. Oberst, Mayor

ATTEST:

Holly White, City Clerk
Memorandum

To: Mario Gisbert

CC: Holly White, Paul Casto

From: Al Shortt

Date: July 16, 2015

Subject: Bids – Replacement of Two (2) – 6 Ton Air Conditioning Systems

Both of the air conditioning units installed in the main electrical building serving the City wastewater treatment facility at 200 N. Gulf Blvd have reached the end of their service life. Staff prepared bid documents and specifications for replacing the units. The project was publically advertised in the local News Herald and five (5) bidders responded with sealed bids by the required date and time. Bids were publically opened on July 15th beginning at 2:00 PM and a bid tabulation is attached for reference.

After reviewing the bid documents, staff recommends awarding the work to the low bidder, Tarpon Dock Metal Craft, Inc., dba Tarpon Dock Air Conditioning for the base bid amount of $13,697.00. A draft Agreement for completing the work is also attached for your review. The wastewater utility budget has sufficient funds available in the machinery and equipment line item for replacing both air conditioning units. Should the City Council approve this expenditure, the City Manager will execute the Agreement and work is expected to be completed within approximately 45 days.
## REPLACEMENT OF TWO (2) - 6 TON AIR CONDITIONING SYSTEMS
### PANAMA CITY BEACH WWTP
#### 2:00 P.M. JULY 15, 2015

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>ADDRESS</th>
<th>PUBLIC ENTITY</th>
<th>DRUG FREE</th>
<th>TOTAL BID</th>
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<tbody>
<tr>
<td>TARPON DOCK</td>
<td>1721 E. 11th STREET</td>
<td>X</td>
<td>X</td>
<td>$13,697.00</td>
</tr>
<tr>
<td></td>
<td>PANAMA CITY, FL 32401</td>
<td></td>
<td></td>
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<td>AAA REFRIGERATION</td>
<td>1737 SHERMAN AVE.</td>
<td>X</td>
<td>X</td>
<td>$16,606.00</td>
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<td>WILLIAM SMITH - 850-785-6050</td>
<td>PANAMA CITY, FL 32405</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>SYSTEM SERVICE &amp; ENGINEERING</td>
<td>510 SKYVIEW DR. SUITE A</td>
<td>X</td>
<td>NO</td>
<td>$16,836.00</td>
</tr>
<tr>
<td>INC. TRAVIS NICHOLS - 850-441-3458</td>
<td>PANAMA CITY BEACH, FL 32408</td>
<td><a href="mailto:TNichols2@ssandeinc.com">TNichols2@ssandeinc.com</a></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RIDGE HEATING &amp; COOLING</td>
<td>1319 ST. ANDREWS DRIVE</td>
<td>X</td>
<td>NOT SIGNED</td>
<td>$18,124.00</td>
</tr>
<tr>
<td>DAVE - 850-763-0331</td>
<td>PANAMA CITY, FL 32405</td>
<td><a href="mailto:daveridgeac@knology.net">daveridgeac@knology.net</a></td>
<td></td>
<td></td>
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<tr>
<td>COMFORT SYSTEMS</td>
<td>7826 MCELVEY ROAD</td>
<td>X</td>
<td>X</td>
<td>$26,407.00</td>
</tr>
<tr>
<td>850-249-5791</td>
<td>PANAMA CITY BEACH, FL 32408</td>
<td>Charles.weathers <a href="mailto:by@csusasoutheast.com">by@csusasoutheast.com</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
THIS AGREEMENT is made this ___ day of ____________________, 2015
by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called
"OWNER") and TARPON DOCK METAL CRAFT, INC., dba TARPON DOCK AIR
CONDITIONING, doing business as a __corporation___ (an individual), or (a partnership), or
(a corporation), having a business address of 1721 East 11th St., Panama City, Florida
32401 (hereinafter called "CONTRACTOR") , for the performance of the Work (as that
terms is defined below) in connection with the construction of Panama City Beach –
"REPLACEMENT OF TWO (2) - 6 TON AIR CONDITIONING SYSTEMS" ("Project"), to be
located at 206 N Gulf Blvd, Panama City Beach, Florida 32413, in accordance
with the Specifications and all other Contract Documents hereafter specified.

OWNER and CONTRACTOR, for the consideration herein set forth, agree as
follows:

1. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor,
equipment, tools, material, and supplies to properly and efficiently perform all
of the work required under the Contract Documents and shall be solely
responsible for the payment of all taxes, permits and license fees, labor
fringe benefits, insurance and bond premiums, and all other expenses and
costs required to complete such work in accordance with this Agreement
(collectively the "Work"). CONTRACTOR'S employees and personnel shall
be qualified and experienced to perform the portions of the Work to which
they have been assigned. In performing the Work hereunder,
CONTRACTOR shall be an independent contractor, maintaining control over
and having sole responsibility for CONTRACTOR'S employees and other
personnel. Neither CONTRACTOR, nor any of CONTRACTOR'S sub-
contractors or sub-subcontractors, if any, nor any of their respective employees or personnel, shall be deemed servants, employees, or agents of OWNER.

2. The CONTRACTOR will commence the Work required by the Contract Documents within ten (10) calendar days after the date of the NOTICE TO PROCEED to be issued by OWNER in writing within ten (10) days from the date of this Agreement and will achieve Substantial Completion of the Work within forty five (45) calendar days of the required commencement date, except to the extent the period for Substantial Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work shall be achieved by CONTRACTOR within ten (10) calendar days thereafter.

3. The CONTRACTOR agrees to pay the OWNER, as liquidated damages, the sum of $100 for each calendar day that expires after the Contract Time for Substantial Completion.

4. The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of $13,697.00 as shown in the BID PROPOSAL FORM, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").

5. The term "Contract Documents" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

   Section 00010    ADVERTISEMENT FOR BIDS
   Section 00030    BID PROPOSAL FORM
   Section 00050    AGREEMENT

   AGREEMENT 00050-2
NOTICE TO PROCEED
STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
PUBLIC ENTITY CRIMES STATEMENT
CERTIFICATE OF INSURANCE

SPECIFICATIONS prepared or issued by the CITY dated 6/25/15.

ADDENDA
No. __, dated ________________, 20__
No. __, dated ________________, 20__

The Contract Documents also includes any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement".

6. The OWNER will pay the Contract Price to the CONTRACTOR upon completion of the WORK or, in the event of a contract term exceeding one month, in monthly progress payments based on the actual percentage of work completed. Ten (10) percent retainage will be withheld from progress payments until the work is Substantially Complete.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. This Agreement shall be governed by the laws of the State of Florida.

9. All notices required or made pursuant to this Agreement shall be in writing

AGREEMENT 00050-3

CONSENT AGENDA ITEM #
and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

City of Panama City Beach
110 South Arnold Road
Panama City Beach, FL 32413
ATTENTION: Mario Gisbert, City Manager
Fax No.: (850) 233-5108

If to Contractor:

Tarpon Dock Air Conditioning
1721 East 11th St.,
Panama City, Florida 32401
ATTENTION: Benjamin S. Busby
Fax No.: _______________________

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

11. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

12. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all
negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.

13. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

14. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

15. For this Project, OWNER has designated a Project Representative to assist OWNER with respect to the administration of this Agreement. The Project Representative to be utilized by OWNER for this Project, shall be Al Shortt.

16. CONTRACTOR acknowledges and agrees that no interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the OWNER may be responsible, in whole or in part, shall relieve CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from
OWNER. CONTRACTOR expressly acknowledges and agrees that it shall receive no damages for delay. CONTRACTOR's sole remedy, if any, against OWNER will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This section shall expressly apply to claims for early completion, as well as to claims based on late completion. Notwithstanding the foregoing, if the Work is delayed due to the fault or neglect of OWNER or anyone for whom OWNER is liable, and such delays have a cumulative total of more than 60 calendar days, CONTRACTOR may make a claim for its actual and direct delay damages accruing after said 60 calendar days. Except as expressly set forth in this section, in no event shall OWNER be liable to CONTRACTOR whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

17. INSURANCE - BASIC COVERAGES REQUIRED

The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.
The CONTRACTOR and the CONTRACTOR'S subcontractors and sub-subcontractors shall be solely responsible for all of their property, including but not limited to any materials, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR and the CONTRACTOR'S sub-contractors and sub-subcontractors expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible. The CONTRACTOR is obligated to include, or cause to be included, provisions similar to this paragraph in all of the CONTRACTOR'S subcontracts and its subcontractors' contracts with their sub-subcontractors.

The CONTRACTOR'S deductibles/self-insured retention's shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of CONTRACTOR and shall not be greater than $25,000, unless otherwise agreed to, in writing, by OWNER.

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE
AGREEMENT 00050-7
COVERAGE

The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

<table>
<thead>
<tr>
<th>Limit Each Accident</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Limit Disease Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Limit Disease Each Employee</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

The CONTRACTOR shall also purchase any other coverage required by law for the benefit of employees.

The CONTRACTOR shall provide to OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

**Bodily Injury, Property Damage** | $1,000,000 | Combined Single Limit Each

AGREEMENT 00050-8
The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than three (3) years following OWNER'S final acceptance of the project.

The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

**BUSINESS AUTOMOBILE LIABILITY COVERAGE**

The CONTRACTOR shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of CONTRACTOR'S owned, non-owned, leased, rented or hired vehicles with limits not less than:

| Bodily Injury & Property Damage | $1,000,000 Combined Single Limit Each Accident |

**EXCESS OR UMBRELLA LIABILITY COVERAGE**

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same
continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than $1,000,000, each occurrence and aggregate as required by OWNER.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER:
CITY OF PANAMA CITY BEACH, FLORIDA
BY: ____________________________
NAME: ____________________________ (Please type)
TITLE: ____________________________

ATTEST:
City Clerk

CONTRACTOR:

ATTEST:
______________________________
NAME: ____________________________ (Please Type)
NAME: ____________________________ (Please Type)
ADDRESS: ____________________________

[END OF SECTION 00050]

AGREEMENT 00050-10
CONSENT AGENDA
ITEM #5,
RESOLUTION 15-119
RESOLUTION 15-119

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and InSource Solutions, relating to the purchase and upgrade of existing software, for operation of the City's utility system, in the basic amount of Eighty Five Thousand One Hundred Seventy One Dollars and Twenty Five Cents ($85,171.25), in substantially the form attached and presented to the Council today, draft dated June 19, 2015, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2015.

CITY OF PANAMA CITY BEACH

By: __________________________
    Gayle F. Oberst, Mayor

ATTEST:

______________________________
Holly White, City Clerk
The City utility system uses a Supervisory Control and Data Acquisition (SCADA) software package titled Wonderware, provided by Schneider Electric Software. The current version installed at the City's facilities is based on Windows XP, which is no longer supported, and it needs to be upgraded to work with current Windows platforms. The exclusive distributor for the software in Florida, InSource Solutions, has provided a proposal in the amount of $85,171.25 to upgrade the software at all existing installations, provide software for 3 new locations, provide annual support services and provide training for the use of the upgraded software. This is a sole source acquisition, and choosing to switch to another software application would cost approximately the same for the software, plus several hundred thousand dollars to reprogram the SCADA code in all of the City's installations. Staff recommends approval of the software upgrade purchase.
June 10, 2015

Patrick Quezada
City of Panama City Beach
206 North Gulf Blvd
Panama City, FL 32413

REF: Representation of Wonderware Operator Interface Products & Solutions

This letter is to certify that InSource Solutions is the only authorized distributor in the area of industrial operator interface products from Wonderware and the only company authorized by Wonderware to sell and support our products.

As the exclusive distributor of Wonderware operator interface products in Florida, and throughout the Southeastern US, InSource Solutions is the only authorized distributor in the area for the City of Panama City Beach to purchase Wonderware software and support.

Wonderware industrial operator interface products may be procured and supported by contacting InSource Solutions. Please call me or anyone at InSource Solutions whenever we can be of service.

Sincerely,

Eric Talbott
Wonderware Software
Sales Operations Manager
Ph: 949-639-8609
We have prepared a quote for you.

InSource Solutions

Upgrades & Support

QUOTE #001279 V2

PREPARED FOR
City of Panama City Beach
Dear Patrick,

Thank you for your business.

Please send your purchase order to orderentry@insourcess.com or by fax to 804.378.8970.

Note: when sending purchase orders, please include a copy of your company's tax exempt certificate, if applicable. This omission could delay your order.

At InSource, our goal is to be your resource for expertise, assistance, and perspective enabling you to achieve success this year and beyond. Often achieving success requires an integrated approach within your organizations' **People, Process, Technologies and Disciplined Execution**. We recognize this and have the expertise to help your organization leverage the investment being made.

Ask me how we can help.

Todd Carlson
Account Executive
InSource Solutions
## Software - Version Upgrade

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Price</th>
<th>Qty</th>
<th>Ext. Price</th>
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<tbody>
<tr>
<td>12-12404</td>
<td>Upgrade, InTouch 2014R2 Runtime 60K Tag with I/O (Without support - $2,960.00). Covers Serial numbers: 488391, 488392, 603961, 603962, 680810, 834478, 982848, 1168867</td>
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<tr>
<td>12-12505</td>
<td>Upgrade, Wonderware Historian 2014R2 Standard, 5,000 Tag (Without support - $6,965.00). Covers Serial number: 834479</td>
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<td>$5,381.25</td>
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<td>12-12391</td>
<td>Upgrade, Development Studio 2014R2 Unlimited, Unlim/60K/500 (Without support - $6,265.00). Covers Serial numbers 488390, 603963, 834477, 1168865</td>
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<td>12-0531</td>
<td>Upgrade, Wonderware CAL with Microsoft CAL Runtime, Single, SQL 2012 Standard (Without support - $270.00). Covers Serial numbers 834480, 834481, 834482, 834483, 834484, 834485</td>
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Subtotal: **$43,121.25**

## New Software

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<td>01-3455</td>
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Subtotal: **$14,400.00**

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**CONSENT**

**AGENDA ITEM #:**

---

*Quote #001279 v2 Jun 19, 2015 Page 3 of 5*
### Annual Support

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<th>Item</th>
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<th>Ext. Price</th>
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<tbody>
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<td>Wonderware Customer First Standard Level Software Maintenance</td>
<td>$25,250.00</td>
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Subtotal: $25,250.00

### Training

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<th>Description</th>
<th>Price</th>
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<td>Placeholder for Classroom Training Session</td>
<td>$2,400.00</td>
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</table>

Subtotal: $2,400.00
### Quote Information:
- **Quote #**: 001279
- **Version**: 2
- **Delivery Date**: 06/19/2015
- **Expiration Date**: 07/18/2015

### Quote Summary

<table>
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<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Software - Version Upgrade</td>
<td>$43,121.25</td>
</tr>
<tr>
<td>New Software</td>
<td>$14,400.00</td>
</tr>
<tr>
<td>Annual Support</td>
<td>$25,250.00</td>
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<tr>
<td>Training</td>
<td>$2,400.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$85,171.25</strong></td>
</tr>
</tbody>
</table>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**Payment Terms**: Net 30

---

**Signature**

**Date**
Distractions: Whenever possible, distractions should be minimized to ensure the best possible performance. This includes turning off your phone, email, and any other notifications that may interrupt your focus. Additionally, ensure that your work environment is free of unnecessary noise or clutter.

Breaks: Taking short breaks during work can help improve productivity and reduce stress. Consider setting a timer for 25 minutes of focused work followed by a 5-minute break. This technique, known as the Pomodoro Technique, can be particularly effective for increasing productivity.

Regular Check-ins: Regular check-ins can help ensure that everyone is on the same page and can address any issues or questions immediately. These can be informal meetings or more structured check-ins, depending on the needs of the group.

Communication: Clear and effective communication is crucial in any collaborative environment. Ensure that all team members understand their roles and responsibilities, and that they have the necessary tools and resources to perform their tasks.

Conflict Resolution: Conflict resolution strategies should be in place to address any issues that arise within the team. This may include mediation, formal review processes, or other methods as appropriate for the context.

Performance Feedback: Regular feedback can help team members understand how they are performing and areas for improvement. This can be done through formal evaluations or informal check-ins.

Technology: Ensure that the technology and tools used by the team are up to date and that they are being used effectively. This may involve regular training sessions or troubleshooting support.

Accountability: Each team member should be held accountable for their work and the outcomes of their contributions. This includes setting clear expectations for deliverables and timelines.

Sustainability: Consider the long-term sustainability of the project and the team. This may involve considering the learning needs of team members, planning for future growth, or ensuring that the project has a positive environmental impact.

Innovative Thinking: Encourage innovative thinking and creativity to ensure that the team is able to come up with new and creative solutions to problems.

Adaptability: The team should be able to adapt to changes in the project scope or objectives. This may involve regular planning sessions to ensure that the team is prepared for any changes that may arise.

Continuous Improvement: Encourage a culture of continuous improvement where team members are always looking for ways to improve their work and the project as a whole.
Customer FIRST Program Guide
Best-in-Class Services and Support

Getting Maximum Value from Your Wonderware Software
Invensys is a leading global technology company. We have over 40,000 customers, and our solutions are in more than 200,000 industrial and manufacturing facilities worldwide. Our success depends on your success. Invensys is committed to helping you be more agile and competitive through use of innovative open systems and world-class support and services. The Invensys Customer FIRST program demonstrates this commitment. It offers a rich portfolio of essential services to help you protect and extend the value of your investment in Invensys products and solutions.

An investment in Wonderware software is about more than just getting the world's best industrial automation technology and support, it's about achieving and maintaining peak performance at your plant and evolving your systems in line with your business needs. Your success depends on the right resources and technology within your organization. It depends on leveraging Invensys as a trusted partner and a proven framework to help you achieve exceptional business results. In addition to industry-leading software technology, you need access to technically expert, visionary resources to minimize risks and maximize value.
Why Customer FIRST?

Customer FIRST is the foundation of your service and support relationship with Invensys and your local Wonderware distributor. It provides convenient access to highly skilled resources to remedy any technical issue that you experience as you adjust, fine-tune, and upgrade your Wonderware software. Additionally, a Customer FIRST agreement provides an assortment of service entitlements designed to maintain and optimize the performance of your Wonderware software through its entire lifecycle.

Customer FIRST offers exceptional customer-focused services and support components and is specifically structured to help you:

- **Improve Operational Performance** – Helps accelerate project development and maximize return on investment while minimizing implementation risk
- **Protect Critical Investments** – Provides access to product enhancements and the newest technologies to keep your software and applications current and “state-of-the-art”
- **Maximize Asset Performance** – Maximizes performance levels of your system and plant assets with optimized Wonderware software
- **Reduce Total Cost of Ownership** – Reduce TCO by minimizing downtime and process interruption and improving operator productivity
Customer FIRST Lets You Choose What You Need

With a comprehensive suite of service levels and options, you choose the program level that best suits your specific needs. Whether you are planning a new installation, optimizing and fine tuning a mature system, preparing a major upgrade, or evolving your system with the latest software upgrades to take advantage of rich new capabilities.

### Included Services

<table>
<thead>
<tr>
<th>Technical Support And Services</th>
<th>Primary</th>
<th>Standard</th>
<th>Premium</th>
<th>Elite</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Hours Technical Support (normal local business hours)</td>
<td>♦ ♦ ♦ ♦</td>
<td>♦ ♦ ♦ ♦</td>
<td>♦ ♦ ♦ ♦</td>
<td>♦ ♦ ♦ ♦</td>
</tr>
<tr>
<td>Online Case Management and Knowledgebase</td>
<td>♦ ♦ ♦ ♦</td>
<td>♦ ♦ ♦ ♦</td>
<td>♦ ♦ ♦ ♦</td>
<td>♦ ♦ ♦ ♦</td>
</tr>
<tr>
<td>Online Training Seminars</td>
<td>♦ ♦ ♦ ♦</td>
<td>♦ ♦ ♦ ♦</td>
<td>♦ ♦ ♦ ♦</td>
<td>♦ ♦ ♦ ♦</td>
</tr>
<tr>
<td>En route response commitment for On-site Corrective Assistance</td>
<td>NBD</td>
<td>NBD</td>
<td>24hrs</td>
<td>4hrs</td>
</tr>
<tr>
<td>Discount on Consulting Services</td>
<td>♦ ♦ ♦ ♦</td>
<td>♦ ♦ ♦ ♦</td>
<td>♦ ♦ ♦ ♦</td>
<td>♦ ♦ ♦ ♦</td>
</tr>
<tr>
<td>Level 2 Direct/Advanced Technical Support</td>
<td>♦ ♦ ♦ ♦</td>
<td>♦ ♦ ♦ ♦</td>
<td>♦ ♦ ♦ ♦</td>
<td>♦ ♦ ♦ ♦</td>
</tr>
<tr>
<td>Emergency 24 Hour Technical Support (24/7/365)</td>
<td>♦ ♦ ♦ ♦</td>
<td>♦ ♦ ♦ ♦</td>
<td>♦ ♦ ♦ ♦</td>
<td>♦ ♦ ♦ ♦</td>
</tr>
<tr>
<td>Support Usage and Summary Reports</td>
<td>♦ ♦ ♦ ♦</td>
<td>♦ ♦ ♦ ♦</td>
<td>♦ ♦ ♦ ♦</td>
<td>♦ ♦ ♦ ♦</td>
</tr>
<tr>
<td>Contract Management/Performance reviews per year</td>
<td>1</td>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Software Maintenance And Utilities

| Software maintenance releases, service packs, patches, updates and hotfixes | ♦ ♦ ♦ ♦ | ♦ ♦ ♦ ♦ | ♦ ♦ ♦ ♦ | ♦ ♦ ♦ ♦ |
| Software Version Upgrades and Revisions | ♦ ♦ ♦ ♦ | ♦ ♦ ♦ ♦ | ♦ ♦ ♦ ♦ | ♦ ♦ ♦ ♦ |
| Discount on Test and Offline Development System Licenses | ♦ ♦ ♦ ♦ | ♦ ♦ ♦ ♦ | ♦ ♦ ♦ ♦ | ♦ ♦ ♦ ♦ |
| Software Asset Manager | ♦ ♦ ♦ ♦ | ♦ ♦ ♦ ♦ | ♦ ♦ ♦ ♦ | ♦ ♦ ♦ ♦ |
| Software License Replacement | ♦ ♦ ♦ ♦ | ♦ ♦ ♦ ♦ | ♦ ♦ ♦ ♦ | ♦ ♦ ♦ ♦ |

### Additional Benefits: Minimum Contract Spend Required

| Included Wonderware Training | 1 Seat | 2 Seats |
| Block of Consulting Services included | 16hrs | 24hrs |
| Complimentary Invitations to Invensys Customer Events | 2 | 5 |

### Cyber Security Readiness Workshop

NBD = Next Business Day
### Optional Services

<table>
<thead>
<tr>
<th>Service</th>
<th>Primary</th>
<th>Standard</th>
<th>Premium</th>
<th>Elite</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flexible Funding for Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Training Growth Fund</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Upgrade and Migration Planning</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Customer FIRST for Solutions</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Software Asset Manager</td>
<td></td>
<td></td>
<td></td>
<td>Incl.</td>
</tr>
<tr>
<td>Customer FIRST Cyber Security Maintenance Program</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Customer FIRST Cyber Security Assessment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Resident Engineer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Application Clone (remote, hosted)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd-Party Software Support</td>
<td></td>
<td></td>
<td></td>
<td>Incl.</td>
</tr>
</tbody>
</table>

**For Consideration When Selecting Service and Support Resources**

With Customer FIRST, you choose a program level and options that best meet your business needs – Elite, Premium, Standard, or Primary. You select the level based on your resources, their knowledge levels, and the complexity and criticality of your system. The Invensys Customer FIRST Program even offers the flexibility to tailor your support and services to the specific needs of your business by layering optional services on top of your core program level. Some questions to help you determine what's right for you:

- **How quickly can you identify a system (or software) issue if an unexpected malfunction occurs?**
- **Can you quickly troubleshoot and resolve issues?**
- **Do you have experts in-house around the clock?**
- **Can you benefit from a single Invensys point of contact for technology-related questions and coordination of support issue management and problem resolution?**
- **Are maintenance costs difficult to budget?**
- **Is your team properly trained to maximize the use of your system?**
- **How quickly do you require corrective assistance?**
- **How secure is your system against cyber security threats?**
- **Could you use an Invensys System Expert to augment your engineering staff**
An Invensys Customer FIRST Agreement for Your Wonderware Software Makes Good Business Sense

Your industrial software spend may be substantial, but it is typically only a fraction of your overall investment when you consider everything else that is involved in your project (requirements specification, design and engineering, integration, hardware, training, etc.). A Customer FIRST agreement protects your entire investment by delivering in the following critical areas.

**Software Upgrades** – Wonderware software is generally upgraded twice a year to further improve performance and security, embrace new technology, and provide new functionality to meet evolving market demands. Software upgrades give you the power to improve the reliability and capability of your software application and extend new functionality to others in your company. Invensys has an unparalleled history of investing in software development – clients using our software can maintain their engineering investment and seamlessly upgrade from one version to the next. We are very proud of this deliberate R&D practice, as it allows our clients to keep their software current without significant capital expenditures.

**Access to Exceptional Global Technical Support** – Invensys clients have specific business objectives and responsibilities that rarely include troubleshooting industrial software technical issues. That is not a core competency that our clients have, or that they want. Customer FIRST provides you with streamlined access to support experts who have years of experience supporting diverse Wonderware installations around the world. They are adept at understanding potential software implementation issues, replicating problems and resolving them quickly. You also get access to extensive online self-help, online product training, dedicated and collaborative web portals, and a vast knowledgebase of technical tips, tools and best practices. With the Customer FIRST program, you can leverage vast Invensys experience and expertise, saving you time and money.

Enable plant resources to contribute additional value to your company by focusing on their day-to-day job instead of troubleshooting issues that Customer FIRST can help address. Our services are designed to optimize your Wonderware implementation.
Software Utilities – Invensys is also building Wonderware system utilities and new services to help clients achieve even greater productivity, including:

- **Wonderware Software Asset Manager (SAM)** – This utility, available free-of-charge to Elite and Premium members, and for a fee to Standard members, enables license inventory management and patch management services. It conveniently discovers and reports on installed Wonderware licenses and automates the process of patching and upgrading your Wonderware software.

- **Wonderware Developer Network (WDN)** – WDN is a collaborative information repository dedicated to Wonderware software applications. From the latest news, patches and updates, to compatibility information, demo applications, best practices, blogs and access to experts, WDN is invaluable.

- **Proactive System Monitoring Utility and Services** – Coming Soon! Using the latest system monitoring technology and standards, this utility and services will monitor your Wonderware system (software, application-related hardware and communications performance) to maintain optimum performance. By proactively identifying trends and alarm conditions and messaging back to Invensys or your engineering group based on established thresholds – your system will stay on the right track.

Think About It

Your business has enough challenges already, with constantly changing needs, market and competitive conditions, operational situations, rapidly changing technologies and myriad other concerns. The Customer FIRST program is a cost-effective approach to help you manage and mitigate some of these business complexities. When you leverage its many valuable aspects – software upgrades, technical support, and software utilities – your membership will provide a significant return. The program is specifically designed to help clients improve operational performance, protect critical investments, maximize asset performance and reduce total cost of ownership – to get maximum value from an investment in Wonderware software.
WHEREAS, on the 25th anniversary of the Americans with Disabilities Act (ADA), we recognize that this Act has helped fulfill the promise of America for millions of individuals living with disabilities. The anniversary of this landmark legislation is an important opportunity to celebrate the progress over the past 25 years and the many contributions individuals with disabilities make to our Nation; and

WHEREAS, this historic legislation promised equal access and equal opportunity, regardless of ability. It secured each person's right to an independent life, and enabled our country and economy to benefit from the talents and contributions of all Americans; and

WHEREAS, as we commemorate this milestone, we recognize that too often casual discrimination or fear of the unfamiliar still prevent disabled Americans from achieving their full potential. Nearly one in five Americans living with a disability are our parents, children, neighbors, colleagues and friends, and they are entitled to the same rights and freedoms as everyone else; and

WHEREAS, through these efforts, the island here has enjoyed the new sidewalk improvements along Thomas Drive, which benefits not only those living with a disability but all who live, work, or visit businesses and homes along Thomas Drive.

NOW, THEREFORE, BE IT RESOLVED that I, Gayle F. Oberst, as Mayor of the City of Panama City Beach do hereby proclaim July 26, 2015 as a day of celebration in honor of the 25th anniversary of the AMERICANS WITH DISABILITIES ACT in the City of Panama City Beach and call upon our community to make our Nation a place that values the contributions of all of our citizens—regardless of a disability.

IN WITNESS WHEREOF, I have hereunto set My Hand and caused the Official Seal of the City of Panama City Beach to be affixed this Twenty-Third of July, in the Year of Our Lord Two Thousand Fifteen.

City of Panama City Beach
Gayle F. Oberst, Mayor

ATTEST:

Holly J. White, City Clerk

AGENDA ITEM # 1
REGULAR AGENDA

ITEM #2

RESOLUTION

15-117 & alternate
RESOLUTION 15-117

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF 62 TASERS FOR THE CITY’S POLICE DEPARTMENT FROM TASER INTERNATIONAL IN THE AMOUNT OF $75,094.81; AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THAT PURCHASE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City advertised for bids for the purchase of tasers for the police department; and

WHEREAS, on June 9, 2015, the City received two bids in response to the request for bids; and

WHEREAS, the lowest bid was received from Phazzer Electronics, Inc. in the amount of $59,630.00, and the second lowest bid was received from Taser International in the amount of $75,094.81; and

WHEREAS, the Police Department has undertaken a comprehensive review and evaluation of each vendor's equipment and recommends the Council award the purchase to Taser International based on the superiority and demonstrated reliability of the product they offer; and

WHEREAS, the City Charter provides that the City Council may award a contract to a bidder other than the lowest bidder should it find that the lowest bidder does not offer the reliability, quality of service or project afforded by such other bidder; and

WHEREAS, the City accepts the recommendation and evaluation of the Police Chief and finds that Phazzer Electronics, Inc. does not offer the reliability and quality of project afforded by Taser International.

NOW THEREFORE, BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Taser International, relating to the purchase of sixty-two police tasers, in the basic amount of Seventy Five
Thousand, Ninety Four Dollars and Eighty One Cents ($75,094.81), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

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

**PASSED** in regular session this ___ day of __________, 2015.

**CITY OF PANAMA CITY BEACH**

By: __________________________
    Gayle F. Oberst, Mayor

**ATTEST:**

Holly White, City Clerk
BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Phazzer Electronics, Inc., relating to the purchase of sixty-two police tasers, in the basic amount of Fifty Nine Thousand, Six Hundred Thirty Dollars and No Cents ($59,630.00), in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this ___ day of __________, 2015.

CITY OF PANAMA CITY BEACH

By: ______________________

Gayle F. Oberst, Mayor

ATTEST:

Holly White, City Clerk
To: Mario Gisbert, City Manager

From: Drew R. Whitman, Chief of Police

Date: July 13, 2015

Topic: City Council Agenda Item – Taser Purchase

I would like to respectfully request the following item be placed on the agenda for the upcoming City Council meeting on Thursday, July 23, 2015, for their consideration:

I would like the approval of the City Council to purchase sixty-two (62) police tasers and their accessories. This will be replacing all our old outdated tasers. This item was approved in last year’s budget process by City Council. We advertised bids for the tasers and received two bids. One from Taser International, and another from Phazzer Electronics Inc.; please see attached documentation.

I would recommend we approve the bid from Taser; we have used their equipment in the past and are currently using their equipment. We are changing only because our current model is outdated and there are no replacement parts. It is important that all our less than lethal equipment is uniform. This is in the event an officer has to use another officer’s weapon in the field during an incident; they are familiar and trained properly all on the same weapons. The Tasers brand is more expensive, but after doing some testing and research on the Phazzer, our training staff has found some issues; please see their detailed report. The total purchase for the sixty-two (62) tasers, accessories with a four-year warranty totals $75,094.81.

Respectfully,

Drew R. Whitman
Chief of Police

cc: City Council members

Jo Smith

Holly White
Evaluation of the Phazzer Enforcer Conductive Energy Weapon

Vs.

Taser International X26P Conductive Energy Weapon

Conducted by Sgt. Sean Melton, Cpl. Scott Womack
Taser Instructors for Panama City Beach Police Department, June 26, 2015

This evaluator was requested by Captain Maddox to perform an evaluation of an ECD product known by its brand name as “Phazzer”, the model is identified as the “Enforcer”. A test and evaluation unit was supplied to this agency by Phazzer Incorporated to evaluate the Phazzer Enforcer and compare it to the currently used Taser International, model X26. It should be noted, the X26 is no longer in production and replacement models would be upgraded to the X26P. For this evaluation, the known operational characteristics and published data for the X26P will be compared to the data made available for the Phazzer Enforcer.

<table>
<thead>
<tr>
<th>TASER</th>
<th>PHAZZER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taser X26P</td>
<td>Phazzer Enforcer</td>
</tr>
<tr>
<td>$873.85 per unit</td>
<td>$630 per unit</td>
</tr>
<tr>
<td>4 year Warranty per unit, $269.99</td>
<td>4 Year Warranty per unit, $250</td>
</tr>
<tr>
<td></td>
<td>Includes a rechargeable battery</td>
</tr>
<tr>
<td>15' Dart</td>
<td>(Not used by LEO)</td>
</tr>
<tr>
<td>21' Training Dart</td>
<td></td>
</tr>
<tr>
<td>8' Pepper ball</td>
<td>(Need policy revisions)</td>
</tr>
<tr>
<td>Nylon holster with Velcro retention</td>
<td>(Not acceptable for LE Use)</td>
</tr>
<tr>
<td>Charger with Euro adaptor</td>
<td></td>
</tr>
</tbody>
</table>
### Required support and training equipment needed

<table>
<thead>
<tr>
<th><strong>TASER</strong></th>
<th><strong>PHAZZER</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>25' XP Taser Cart</td>
<td>$26.55 (2 per Officer)</td>
</tr>
<tr>
<td>(Already have in stock)</td>
<td></td>
</tr>
<tr>
<td>21' Training Cart</td>
<td>$22.95</td>
</tr>
<tr>
<td>(Already have in stock)</td>
<td></td>
</tr>
<tr>
<td>Battery Pack w/Cart holder</td>
<td>$61.95</td>
</tr>
<tr>
<td>(Require 65 units, $4,026.75)</td>
<td></td>
</tr>
<tr>
<td>Holster, Blackhawk Serpa</td>
<td>$51.75</td>
</tr>
<tr>
<td>(Quality produced by known holster Company)</td>
<td></td>
</tr>
<tr>
<td>(Require 65 units $3,363.75)</td>
<td></td>
</tr>
</tbody>
</table>

### Total Cost for 65 Units

- **Taser International X26P w/warranty**
  - Units | $74,349.60
  - Cartridges (25 for new certs) | $573.75
  - Battery pack w/cart holster | $4,026.75
  - Blackhawk holsters | $3,363.75
  - Est. | $82,313.85

- **Phazer Enforcer w/ Warranty**
  - Units $57,200
  - Cartridges | $5,655.00
  - (Does not include Pepper Cartridges $25 per)
  - Cart Holder for belt | $2,275
  - Blade tech holster | $4,550.00
  - Est. | $69,680

**Difference of $12,633.85**
## Pros and Cons

<table>
<thead>
<tr>
<th><strong>Taser X26P</strong></th>
<th>\textbf{Phazzer Enforcer}</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Constructed High impact polymer</td>
<td>- Constructed with Plastic</td>
</tr>
<tr>
<td>- Ambidextrous arming switch</td>
<td>- Arm switch located on spine</td>
</tr>
<tr>
<td>(Does not require regrip)</td>
<td>(Requires regrip)</td>
</tr>
<tr>
<td>- Auto shutoff with holstered weapon</td>
<td>- No auto shutoff upon holstering</td>
</tr>
<tr>
<td></td>
<td>(Possible to reholster an armed weapon)</td>
</tr>
<tr>
<td>- Over 450 + researched articles</td>
<td>- Unable to find independent research</td>
</tr>
<tr>
<td>(77% of articles located are independent of Taser for technical and medical research studies)</td>
<td></td>
</tr>
<tr>
<td>- Redesigned cartridge holder on battery</td>
<td>- Belt holder for extra Cart</td>
</tr>
<tr>
<td>(Updated design prevents cart doors from breaking)</td>
<td>(Takes up more room on belt)</td>
</tr>
<tr>
<td>- Has digital status display</td>
<td>- Does not have a status display</td>
</tr>
<tr>
<td>- Operational Temp. -4F to 122F</td>
<td>- Operational Temp 32F to 120F</td>
</tr>
<tr>
<td>- Weather Resistant</td>
<td>- Do not operate where</td>
</tr>
<tr>
<td>- Radios do not cause discharge</td>
<td>Saltwater spray is present</td>
</tr>
<tr>
<td></td>
<td>Use caution around radios</td>
</tr>
<tr>
<td></td>
<td>No cell phones in close proximity</td>
</tr>
<tr>
<td>- Battery life, 500 five second activations</td>
<td>- Battery life, 3000 5-sec cycles</td>
</tr>
<tr>
<td>(Battery will expire before 500/ no recharge)</td>
<td>(Do not leave on charger longer than 6 hours Could result in damage)</td>
</tr>
<tr>
<td>- Cart fire at 180 feet per sec.</td>
<td>- Cart fire at 150 feet per sec</td>
</tr>
<tr>
<td>- Policy for Taser CEW/ECD in place</td>
<td>- New policy development required</td>
</tr>
<tr>
<td>- Peak Voltage 50,000 (Less voltage)</td>
<td>- Peak Voltage 55,000 (more voltage)</td>
</tr>
<tr>
<td>- Load volts (regulated) 1,250 (Measures output, remains consistent)</td>
<td>- Load volts (varies) 1100 to 1400 (Does not stay consistent)</td>
</tr>
</tbody>
</table>
Based on these facts, it is the conclusion of this evaluator that this product has not proven its value over the ECD offered by Taser International. Although there is an evident difference in cost of approximately $12,600 for a complete agency refit, I feel a “Less than Lethal” ECD device such as these should never be purchased solely on price point alone.

Another deficiency with the Phazzer ECD is the rechargeable battery system. It depends on the officer to keep the unit charged. With all of the responsibilities Police Officers already have, this added task will be nothing more than a burden to the officer until that time when he or she is depending on the ECD to function and they forgot to charge it. Secondly, the officer is tasked with removing the Phazzer battery from the charger after 6 hours or damage could occur (as stated in the manual). If other types of cartridges are utilized, such as pepper ball cartridges, it would be up to the officer maintain inventory and control over the type of cartridges and which one is to be utilized for the particular incident.

The accessories that come with the Phazzer Enforcer appear subpar and perform as such. The nylon holster with Velcro retention that comes with the “package” is that of a holster bought for a child’s toy gun and is nowhere near appropriate for Law Enforcement Duties. The upgraded version at $70 is overly bulky and poorly assembled. It consists of two molded pieces of plastic with rivets attaching them together. The retention is a thumb break, which is easily defeated by pushing your palm down on it from behind the officer or in front of the officer and removing the Phazzer from the holster.
It is also approximately $20 more than a reputable company, Blackhawk, which would be bought with
the Taser X26P and has proven itself with this agency.

Cpl. Womack volunteered to be a test subject in the evaluation of the Phazzer ECD. Upon testing of the
cartridges, the brown "LEO" Cartridge deployed upon activation of the trigger. From a distance of
approximately 10 feet, the top probe struck Cpl. Womack about 5" inches above the beltline, impacting
laterally (sideways) and bouncing off of 2 layers of t-shirt, the barb failing to enter penetrate the
clothing and skin of Cpl. Womack. The bottom probe went through a nylon web belt, cargo pants and
penetrated into the skin. That is an unacceptable inconsistency.

The rubber ball cartridge lost trajectory well before impact to target and seemed to be at such slow
speed that I am still unsure of the intended use. I am certain the rubber ball would have little effect on
an average sized person and would more than likely agitate the suspect.

The pepper ball cartridge trajectory was effected by a small gust of wind.

The pepper cloud cartridge was effective in irritation.

Again, with the use of pepper ball and pepper cloud style cartridge, a policy revision would need to be
completed. Also, the cost of the cartridges would go up along with the cartridge holster for the officer's
belt.

In researching the Phazzer, it was extremely difficult to find information on the product. This evaluator
was unable to locate verifiable medical and/or technical research conducted on the product, which is
worrisome considering the liabilities carried with the use of such devices. Taser International backs their
products with legal assistance and over 450 research publications covering medical and legal concerns,
approximately 77% of those studies are independent of Taser International.

The Taser X26P is more expensive than the Phazzer Enforcer. Considering this evaluator's involvement
with the Taser program since 2008, I have never heard of this company. Those in the training field of
Tasers are aware of an ECD known as Karbon Arms, which initially did offer a comparable product but
was soon found to be deficient in many areas when put into actual daily use by LEO's. (Reference Lynn
Haven, Florida, Police Department recent discontinuation of Karbon Arms and an immediate transition
to Taser products).

This evaluator feels the extra money that is paid for the Taser X26P is worth spending. In the end the
Panama City Beach Police Department will have spent their allotted money on the best product
available. The Taser X26/X26P is a proven product used by over 2 million LEO worldwide and backed
unequivocally by not only Taser Internationals legal department, but by documented independent
medical and legal research for over 25 years.
If full replacement were not financially possible, options include, but are not limited to:

A Two year plan for Replacement

Replace Half this year

$41,156.50

The remaining functional X26 Tasers could be utilized as spares until the replacements arrived the following year.

A three year plan for replacement:

$27,438 per year, (Factoring in +/- $ due to cost of materials and manufacturing cost increases)

Again, utilizing the replaced Tasers as spares. Also the Tasers would never have to be replaced all at once and would be placed in 3 separate rotations, saving the city from large single purchases.

Professionally,

*Sergeant Sean Melton*

Lead Taser Instructor
Chief Drew Whitman

RE: Electronic Control Device (Bid Summary)

Chief,

At about 11:50 a.m. this date we opened the sealed bids for the ECD's which were to be submitted before 10:00 a.m. this date. We received 2 sealed bids from 2 different companies. The results are as follows;

- Taser International
  17800 North 85th Street
  Scottsdale, AZ, 85255
  $75,094.81 (compliant)

- Phazzer Electronics Inc.
  808 N. Hoagland Blvd
  Kissimmee, FL, 34741
  $59,630.00 (compliant)

As noted above, I have received quotes from two different companies. There was quite a bit of difference in the quotes so I have done some research online and have come up with this recommendation.

- Both units are somewhat comparable in power and effectiveness
- We currently have 2 officers trained as instructors on the Taser and 1 enrolled in a local instructor course for the Taser in the near future.
- We would have to pay for travel and per diem to attend the Phazzer courses.

"Dedicated to Excellence"
My understanding is the cartridges for the Taser has identifying small pieces of paper which is deployed along with the darts when the trigger is pulled. The Phazzer cartridges do not have this feature. This is important in helping identify the deployment location and even would help sort out certain issues if multiple units were used at different locations.

Last but not least the Phazzer Company has only been around for a few years where the Taser Company has been tried and tested in the field for a number of years and has been the sole unit used by our Department. Thus giving our officers the confidence of reliability using the Taser product.

I would recommend excepting the Taser bid over the Phazzer bid due to the points listed above.

Captain Wayne Maddox
Patrol Division Commander

“Dedicated to Excellence”
TASER

Competitor Evaluation

March 28, 2014
Holstering options

• **TASER**
  - Wide industry support
  - Many holster manufacturers
  - Different design styles
  - All Holster Retention Levels

• **Phazzer**
  - Only one holster option
  - Cartridge sticks out, exposing the fragile blast door to damage
  - Holster strap is too loose
  - Safety is not protected and can be accidentally engaged
# Safety

<table>
<thead>
<tr>
<th>Feature</th>
<th>X2</th>
<th>X26P</th>
<th>Phazzer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety shutdown technology</td>
<td>Option that is supported by special battery pack that incorporates audible alarm, APPM</td>
<td>Option that is supported by special battery pack that incorporates audible alarm, APPM (and XAPP with spare cartridge holder)</td>
<td>Shuts down after 5 seconds, and can be retriggered for up to 3 cycles, after which the safety must be toggled. No audible alarm</td>
</tr>
<tr>
<td>Output Waveform</td>
<td>Precision Shaped Pulse, regulated to a fixed 63 microcoulombs (µC) per pulse, fixed pulse rate of 19 Pulses Per Second (PPS)</td>
<td>Precision Shaped Pulse, regulated to a fixed 63 microcoulombs (µC) per pulse, fixed pulse rate of 19 Pulses Per Second (PPS)</td>
<td>Charge output varies depending on load impedance. Pulse rate varies depending on battery and ambient temperature</td>
</tr>
<tr>
<td>Medical studies</td>
<td>The lack of any subsequent waveform changes or updates, and the results of over 400 animal and human studies, reports, and reviews have established reasonable quality and reliability of the waveform efficacy and safety in TASER CEWs</td>
<td>The lack of any subsequent waveform changes or updates, and the results of over 400 studies, reports, and reviews have established reasonable quality and reliability of the waveform efficacy and safety in TASER CEWs</td>
<td>No evidence of animal or human medical studies. Output waveform is not proven for safety or efficacy</td>
</tr>
</tbody>
</table>
## Electrical

<table>
<thead>
<tr>
<th>Feature</th>
<th>X2</th>
<th>X26P</th>
<th>Phazzer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spark timing device</td>
<td>Electronic switch (SCR) that is microprocessor controlled</td>
<td>Electronic switch (SCR) that is microprocessor controlled</td>
<td>Spark gap controlled</td>
</tr>
<tr>
<td>Pulse rate</td>
<td>Fixed at 19 Pulses Per Second (PPS)</td>
<td>Fixed at 19 Pulses Per Second (PPS)</td>
<td>Depending on battery charge status from around 23 to around 27 Pulses Per Second</td>
</tr>
<tr>
<td>Charge output</td>
<td>63 +/-9 μC per pulse into any load from 250 to 1000 ohm, arcing or not</td>
<td>63 +/-9 μC per pulse into any load from 250 to 1000 ohm, arcing or not</td>
<td>Around 20μC if arcing to a 600 ohm load, up to around 45μC if connected to a 600 ohm load</td>
</tr>
</tbody>
</table>
# Clock and Data Logs

<table>
<thead>
<tr>
<th>Feature</th>
<th>X2</th>
<th>X26P</th>
<th>Phazzer</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Data log</strong></td>
<td>Trilogy logs keep track of:</td>
<td>Trilogy logs keep track of:</td>
<td>Activation log</td>
</tr>
<tr>
<td></td>
<td>1. CEW activations and configuration changes</td>
<td>1. CEW activations and configuration changes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Pulse log records the charge output of every pulse (19 per second)</td>
<td>2. Pulse log records the charge output of every pulse (19 per second)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Engineering log used by TASER engineers for diagnostics and field-troubleshooting</td>
<td>3. Engineering log used by TASER engineers for diagnostics and field-troubleshooting</td>
<td></td>
</tr>
<tr>
<td><strong>Datalog/Retention</strong></td>
<td>The trilogy logs are written to FLASH memory and are retained even if all batteries are removed from the CEW.</td>
<td>The trilogy logs are written to FLASH memory and are retained even if all batteries are removed from the CEW.</td>
<td>The logs are written to FLASH memory and are retained even if all batteries are removed from the CEW.</td>
</tr>
<tr>
<td><strong>Clock</strong></td>
<td>A secondary lithium cell inside the CEW handle provides battery backup even if main battery is removed</td>
<td>A secondary lithium cell inside the CEW handle provides battery backup even if main battery is removed</td>
<td>Temporary removal of main battery causes the clock to reset, and it must be resynchronized after each battery removal.</td>
</tr>
<tr>
<td>Feature</td>
<td>X2</td>
<td>X26P</td>
<td>Phazzer</td>
</tr>
<tr>
<td>------------------</td>
<td>----------------</td>
<td>----------------</td>
<td>----------------</td>
</tr>
<tr>
<td>Safety Switch</td>
<td>Ambidextrous</td>
<td>Ambidextrous</td>
<td>Back of weapon*</td>
</tr>
<tr>
<td>Flashlight</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>LASER</td>
<td>2 LASERs, one each for top and bottom dart trajectory</td>
<td>One LASER for top dart trajectory</td>
<td>One LASER for top dart trajectory</td>
</tr>
<tr>
<td>Battery</td>
<td>All various batteries support intelligent power management, allowing CEW to display battery status</td>
<td>All various batteries support intelligent power management, allowing CEW to display battery status</td>
<td>Battery indication is based on battery voltage, which varies over temperature</td>
</tr>
<tr>
<td>Data log</td>
<td>Trilogy logs keep track of: 1. CEW activations and configuration changes 2. Pulse log records the charge output of every pulse (19 per second) 3. Engineering log used by TASER engineers for diagnostics and field-troubleshooting</td>
<td>Trilogy logs keep track of: 1. CEW activations and configuration changes 2. Pulse log records the charge output of every pulse (19 per second) 3. Engineering log used by TASER engineers for diagnostics and field-troubleshooting</td>
<td>Activation log</td>
</tr>
<tr>
<td>Battery retention</td>
<td>Positive locking tab must be depressed to release battery</td>
<td>Positive locking tab must be depressed to release battery</td>
<td>Sliding door held in place by soft rubber cuff on handle</td>
</tr>
</tbody>
</table>

* The Phazzer safety switch is positioned on the back of the CEW. This is where the slide of an automatic pistol recoils. Making the officers use fingers on the back of the handle could create possible dangerous muscle-memory reflexes while using a firearm pistol.
Specific PHAZZER comments

- Mechanical sight for outside usage when the LASER is hard to see is very small and inadequate
- Device stops firing after 5 seconds even if trigger is held with no audible alarm telling the officer that firing stopped
- No indication that RTC loses time after each time the battery is replaced/charged
- Weapon software is not upgradeable — will require replacing/scrapping the weapon if a software update is required or desired.
- Red LED for battery capacity illuminates after only 20 to 32 activations
- The 924 MHz Bluetooth frequency that PHAZZER uses is not approved for use in Europe or Asia without a specific license — hence doubtful if the PHAZZER is CE approved
- Device requires an extra process to separately turn on the Flashlight — (there are 2 switches on the left and right side towards the front of the weapon — one on each side that can turn on/off the flashlight)
- Flashlight switch is exposed and can easily be bumped, draining the battery
- Safety switch is exposed on the back of the handle and can easily be bumped draining the battery.
- Device is difficult to activate and use with gloves on
- Device does not have a power-save mode so if the safety is left ON, the battery will drain completely
- Battery door is not locked in place. It is held in place by the rubber grip, which if torn from use, the battery door and battery might fall out.
- Only one holster option, that does not protect the cartridge blast door
- The holster does not secure the SAFETY, which could cause the safety to be engaged by accident, place the weapon in an armed position, and possibly drain the battery, launch a cartridge, or cause an unsafe condition while unholstering the weapon
- There is no option to carry a second cartridge on the device
- Is physically larger than the X26 and X26P and hence will take up more belt-space
- There is no timer or other indication on the weapon that the device is activated
- Device cannot be armed while maintaining sight-picture on a suspect
- The Red/Green LED for weapon status is not visible in daylight
Conclusion

- Safety and Effectiveness:
  - We have not seen any medical or safety studies on the Phazzer weapon or their various cartridges.
  - The device is analog and not able to store usage data or maintain a constant output waveform under various conditions (battery charge, arcing, various human body types (impedances).
  - No product liability insurance
  - Not proven anywhere

- Electrical waveform:
  - Operates in open loop with no regulation based on load. Output charge varies from 20 to 45 microcoulombs as the load varies in the range of a typical human. (The TASER X2/X26P deliver a constant 63 microcoulombs output, the amount of charge needed to reliably achieve NMI with our Smart Weapons).
  - Pulse Rate varies a lot, depending on ambient temperature and the charge state of the battery.
  - The lower electrical charge might make the Phazzer an ineffective device, incapable of reliably achieving NMI which puts the law enforcement officer at great risk of bodily harm and death.

- Construction
  - The Phazzer CEW’s and cartridges we have seen indicated poor design, construction, workmanship, reliability, and accuracy. The mechanical design methods indicate the user have a high probability of getting shocked.

We recommend the actual customer should do their own humidity testing, cold and hot performance analysis, accuracy test at various ranges, drop and shock testing, vibration analysis, and reliability testing. We don’t expect these devices to pass even the most rudimentary quality tests.
<table>
<thead>
<tr>
<th><strong>Item</strong></th>
<th><strong>Description</strong></th>
<th><strong>Qty</strong></th>
<th><strong>Cost each</strong></th>
<th><strong>Total Cost</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Phazzer Enforcer Black with Data Port</td>
<td>62</td>
<td>635</td>
<td>39,370</td>
</tr>
<tr>
<td>2</td>
<td>Blade TechLevel II Retention Duty Belt Holster</td>
<td>62</td>
<td>70</td>
<td>4340</td>
</tr>
<tr>
<td>3</td>
<td>Rechargeable Ion Lithium Phazzer Battery</td>
<td>62</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>4</td>
<td>Data Port Receiver Download</td>
<td>1</td>
<td>300</td>
<td>300</td>
</tr>
<tr>
<td>5</td>
<td>Four Year Extended Warranty</td>
<td>62</td>
<td>250</td>
<td>15,500</td>
</tr>
<tr>
<td>6</td>
<td>Shipping and Handling</td>
<td>1</td>
<td>120</td>
<td>120</td>
</tr>
<tr>
<td>7</td>
<td>Instructor Certification Course</td>
<td>2</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Cost of Bid</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>59,630.00</strong></td>
</tr>
</tbody>
</table>

Bid Submitted By: Diana B. Wiggs/LE Sales  
Phazzer Electronics Inc.  
808 N. Hoagland Blvd  
Kissimmee, FL. 34741  
Date: 06/08/15
Panama City Beach   Bid   "TASERS"

Explanation of Line Items

1. Phazzer Enforcer Black with Data Port: CEW comparable to TASER X26 with built in Data Port chip that Time/Date stamps all usage used in conjunction with Phazzer Wireless USB Data Port Receiver

2. Blade Tech Level II Retention Duty Belt Holster that is molded for the Phazzer Enforcer.

3. Phazzer Rechargeable 7.4 V Ion Lithium battery is included in the cost of the Phazzer Enforcer with Data Port. Shelf life approx. 3000 deployments

4. Phazzer Wireless Data Port Receiver used in conjunction with Phazzer Enforcer with Data Port. 1 Receiver will accommodate all 62 CEWs in the Department

5. Four Year extended warranty with full replacement of defective unit shipped within 24 to 48 hrs of receiving the defective unit. No repair time or wait.

6. Shipping and Handling is one time charge

7. Complimentary Instructor Certification for two Officers if Bid is awarded to Phazzer

Attached: Side by Side Comparison - Phazzer Enforcer vs. Taser X26
Phazzer Enforcer Manual
Phazzer Warranty Policy
Phazzer Liability Insurance Certificate
# PhaZZer® vs. TASER®

## Comparison of Weapons/Outputs, Ammunition, Holsters and Camera

<table>
<thead>
<tr>
<th>Comparison</th>
<th>PhaZZer® Enforcer®</th>
<th>TASER X-26®</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Technical Specifications</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PhaZZer® Enforcer Output Characteristics:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pulse Rate: 19 ±2 (PPS) pulses per second</td>
<td></td>
<td>Pulse Rate: 19 ±1.25 (PPS) pulses per second</td>
</tr>
<tr>
<td>Pulse Duration: 120 &lt; Microseconds</td>
<td></td>
<td>Pulse Duration: 105-155 Microseconds</td>
</tr>
<tr>
<td>Peak Voltage: 55,000 &gt; Volts (V)</td>
<td></td>
<td>Peak Voltage: 50,000 &gt; Volts (V)</td>
</tr>
<tr>
<td>Loaded Voltage: 1,100 to 1,400 (V) across body nominally</td>
<td></td>
<td>Loaded Voltage: peak main phase 1,400 to 2,520 (1,500 to 2,200) V (volts)</td>
</tr>
<tr>
<td>Current: 0.002 to 0.0026 Ampere (A) 2.3mA Average</td>
<td></td>
<td>Current: @ 19 PPS from main phase 0.0015 to 0.0024 (0.0021 to 0.0026) A</td>
</tr>
<tr>
<td>Wave Form: Shaped Pulse</td>
<td></td>
<td>Wave Form: Complex Shaped Pulse</td>
</tr>
<tr>
<td>Energy per Pulse Joules: 0.095 J (joules)</td>
<td></td>
<td>Energy per Pulse: 0.095 to 0.125 (0.096 to 0.122) J (joules)</td>
</tr>
<tr>
<td>Temperature Range Recommended: 32°F (0°C) to 120°F (49°C)</td>
<td></td>
<td>19 ±1.25 PPSS Low temperature and low battery can significantly reduce the pulse rate. Electrical charge can penetrate up to two cumulative inches of clothing.</td>
</tr>
<tr>
<td>Extreme Temperature Range: 0°F (-18°C) to 155°F (68°C)</td>
<td></td>
<td>Power Source: Digital Power Magazine (DPM) A battery of two 3-volt cells giving: Approximately 185 (5 second) discharges or approximately 100 (5 second) discharges with Tasar Cam attached.</td>
</tr>
<tr>
<td>Relative Humidity: 15% to 80%</td>
<td></td>
<td>Light Source: Low Intensity LED Light. Simultaneous activation with Laser but is Ambidextrous.</td>
</tr>
<tr>
<td>Housing: ABS High Impact Plastic</td>
<td></td>
<td>Laser: Integrated 650nm Red Laser (Used for target acquisition)</td>
</tr>
<tr>
<td>Colors Available</td>
<td>Yellow, All with choice of Black or Yellow rubber grip</td>
<td>Yellow, All with choices of two colors of handgrip insert</td>
</tr>
<tr>
<td>Black, Pink</td>
<td></td>
<td>Black, Clear</td>
</tr>
<tr>
<td>Virtually any client color choice - Anybody color injection molded to specific client order providing 500+ units ordered in one single delivery or production-run – This includes Military Green, High Visibility Orange and any color-chart pick providing Phazzer gets an accurate Pantone or CMYK specification to work to.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Dimensions (Without Cartridge):**
- Length (L): 15cm (6")
- Height (H): 3.20" (8.13 cm)
- Width (W): 3.00" (7.62 cm)
- Weight: 12 oz. (350 g)

**Ammunition Cartridge Dimensions:**
- Length (L): 2.5cm (1")
- Height (H): 2.5cm (1")
- Width (W): 3.5cm (1.38")
- Weight w/ Cartridge: 9 oz. (254 g)

**Hand Grip:**
- Three finger groove with impact/shock resistant rubber sleeve for greater control and comfort.
- Far better hand grip dimensions and control.

**Holster:**
- PhaZzer Blade Tech Level 2 Retention Duty Belt Holster
- Level 2 Secure Retention
- Thermo Molded Body - protects cartridge when attached
- Designed for the PhaZzer Enforcer CEW
- Compatible with or without the PhaZzer RailCam
- Two-Piece riveted Outer Shell that is Closed on Three Sides with a Singular Active Safety Lock (Disengaged with the Thumb)
- Easy re-holster feels like the CEW is pulled back into the holster providing a solid snap and lock
- Duty Belt size 2 - 3/4 inch belt loops
- Can be mounted opposite side for cross draw configurations
- Left and Right Handed options available
- Hand Made in the USA
- MOLLE Compatible
- Military and Law Enforcement Grade

Alternative Options: Grade A Made in USA Leather Duty Belt Holster Options Available in smooth or basket weave

Coming soon Exoskeleton designed to fit the Enforcer CEW only with Level III retention.
| Battery Operation: Programming Issues | The Enforcer memory can be stored at all times if the battery is left out of the device or detached for over 48 hours. However, the time/date stamp clock will need to be reset after reinstall of new battery or temporary removal of existing battery. |
| Battery Operation: Removing the DPM or Moving the Safety Switch | This is not an issue with the Enforcer as the battery is completely separate from the memory system built into the weapon. |
| Battery Operation: Environmental Considerations | PhaZzer® battery systems are far more environmentally friendly due to the fact that it is a fully rechargeable battery. One PhaZzer® battery will allow for approx. 3,000, five second firings for the lifecycle. |
| Battery Gold Contacts | This is not an issue with the Enforcer because the battery plugs in with an insulated slot rather than having open or exposed electrical contacts. PhaZzer battery pack has absolutely NO short circuit potential. |
| Lithium DIGITAL POWER MAGAZINE (DPM) or XDPM has an onboard memory chip that maintains a record of the remaining power. Non-rechargeable | Caution: Do not store the DPM anywhere that the gold contacts on the top of the DPM may touch metal objects. If the DPM is short-circuited, the DPM will malfunction and the energy lost during the short circuit will not be registered or tracked in the DPM. |

<p>| Battery Operation: Environmental Considerations | These digital batteries are not environmentally friendly (Federal Government is trying and pushing to Go Green) TASER® has between 150-200 shots per battery depending on function usage i.e. LCD flashlight, arc test firing &amp; deployment. |</p>
<table>
<thead>
<tr>
<th>Battery Operation: Strength of Charge Readout</th>
<th>This is not an issue with the Enforcer as the battery is monitored by a single LED indicator, giving quick view of acceptable, charging and allowing the operator to have full attention placed on the perpetrator and not on a digital display.</th>
<th>The TASER® X26 battery digital readout must be continuously monitored while in use to assure maximum discharging has not been reached. Additionally, the readout can be incorrect if a short circuit takes place, i.e., an officer may have a dead battery but not even know it.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Battery Operation: Monitoring Capabilities</td>
<td>The Enforcer will give an immediate battery condition check with the green LED on the rest of weapon handgrip in view for the officer using the weapon when ready to fire. If the Green LED turns red while testing or firing, the Enforcer will still, at this point, have a 60% operational charge thus providing plenty of notice during the remainder of the officer’s shift.</td>
<td>The DPM or the XDPM are not rechargeable. The DIGITAL POWER MAGAZINE (DPM) or XDPM has an onboard memory chip that maintains a record of the remaining power. Most agencies’ policies require replacement once the battery reaches 70% or less. So in summary each agency pays X amount of money to use only 30% of a laser battery.</td>
</tr>
<tr>
<td>Battery Operation: Chargeability</td>
<td>The PhaZZer® Enforcer rechargeable/replaceable battery allows for approximately 3,000 (5 second discharges). AC Adapter charger that comes with the Enforcer automatically shuts off when the battery is fully charged.</td>
<td>The DPM requires replacement and disposal after 195 (5 second discharges). <a href="http://www.taser.com/products/military/accessories">http://www.taser.com/products/military/accessories</a></td>
</tr>
<tr>
<td>Ammunition:</td>
<td>PhaZZer® offers greater versatility and various options for more than one less lethal or non-lethal ammunition option. Options are: electronic dart cartridges at various distances, pepper ball, rubber impact bullet, pepper powder, paint mark ball, as well as dart training cartridges at various distances. (USPTO Patent on non-dart alternative ammunition) PhaZZer® Ammunition is classified as “non-firearm based ammunition” as defined in the GCA by U.S. Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives (Nitrogen Propelled)</td>
<td>TASER® X-26 offers electronic dart cartridges at various distances as well as training dart cartridges at various distances. NO DIRECT EQUIVALENT AVAILABLE to compete against the PhaZZer Enforcer Patented Cartridge designs however PhaZZer’s special load ammunition will fit TASER X 26 and M26 Weapon Systems.</td>
</tr>
</tbody>
</table>
| Ammunition Types and Compatibility | All PhaZZer® ammunition cartridges will effectively deploy from the TASER® X26 ECD and have been confirmed to not hamper operational effectiveness of the weapon nor cause any damage whatsoever. PhaZZer® will NOT void its warranty if alternative brand ammunition is used in our weapon. PhaZZer® vs. Taser Ammunition Compatibility Test (Govt. Access only): http://www.youtube.com/watch?v=K7VnPmDx99 
<p>| All TASER® X26 &amp; M26 ammunition cartridges will effectively deploy from the PhaZZer® Enforcer and all other PhaZZer® CEW does not hamper operational effectiveness of the weapon. All TASER® has announced that they will VOID its warranty if non-TASER® brand ammunition is used in any Taser weapon. |</p>
<table>
<thead>
<tr>
<th>Ammunition</th>
<th>PhaZZer cartridges include a selection of unique new designs including hard Rubber Ball, Pepper Ball, Pepper Powder and PaintBall as well as TASER®-style darts</th>
<th>TASER® X-Z4 cartridges - Only Dart projectiles</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><img src="image" alt="Less Lethal Ball projectiles unique to PhaZZer Enforcer Patent Design US Patent Office # R233251" /></td>
<td></td>
</tr>
<tr>
<td>Built in LED Light</td>
<td>PhaZZer® Enforcer offers an ambidextrous switch access for high intensity 160 lumen 30+ meter beam light. This eliminates the need to use a flashlight in dark areas leaving the officer's other hand free to keep on his sidearm as a backup. Light is autonomous to the Laser Activation.</td>
<td>TASER® X-26 &amp; M-26 models have a substantially lower intensity light. Simultaneous activation of Laser and Light.</td>
</tr>
<tr>
<td>Operation</td>
<td>The Enforcer with its simplicity is compared to the reliable Revolver of the old West. Simple quick LED visual indicator of PhaZZer® battery condition allows the officer to maintain complete sight on the perpetrator while operating the PhaZZer®. PhaZZer® Enforcer does not require digital operation or monitoring of controls as does Taser. PhaZZer® offers simple draw, safety on, point and deploy operation with ambidextrous LED light access compared to Taser's digital operation. PhaZZer® Enforcer offers a three finger hand grip for greater comfort and control of the GEW.</td>
<td>TASER® utilizes digital readout to monitor power operation and must be monitored by the officer during operation. This extra mental juggling to operate the Taser exposes officers to potential loss of sight of the perpetrator. TASER® offers illuminated selector button with 4 switch positions to operate the CID, the laser and flashlight both on and off in sequence leaving a substantial margin for error by drawing the officer's attention away from the perpetrator. TASER® X26 offers a two finger grip.</td>
</tr>
<tr>
<td>Laser Sight</td>
<td>PhaZZer® Enforcer has 650nm red diode.</td>
<td>TASER® X26C has a 650nm red diode.</td>
</tr>
</tbody>
</table>
### Safety Shut Down Technology:

PhaZZer Enforcer has implemented and is in the process of patenting a "safety shut down technology circuit" which effectively shuts the weapon down if aggregate exposure to the body exceeds 15 seconds. This precautionary safety circuit allows for three separate full 5 second trigger applications before the CEW is disabled. The Operator can recycle the safety lock switch if additional force is reasonable and necessary. Most up to date medical studies have indicated that the 15 second rule established by the AAEM is the new benchmark for safety when using a CEW into a live target in a 24 hour period. This PhaZZer designed safety shut down circuit can be overridden by the operator if he/she feels the need to use additional force by simply recycling the safety switch. This will limit liability to the T.E.O. and agency, creating better awareness for using excessive force to the officer, and save lives if training guidelines are followed.

### Data port Features & Functions:

PhaZZer Enforcer data port system contains an assigned operator selectable identification number that is programmable via a 394 MHz wireless USB interface. No need for cable connections or removal of the battery. All initial setup, programming and downloads are completed via wireless, enabling several Enforcers on the bench at one time to be programmed, thus saving time for larger agencies and allows for ease of operation. This also avoids possible corruption of data due to battery removal and/or shorting of battery connections that could lead to mishire or complete failure of deployment. Wireless download software is supported by Windows® 98se, NT, 2000, XP, Vista and Windows 7® both 32 and 64 bit compatible:

- Data collected is in standard format and able to load directly into Microsoft Excel, Word or any other formats that allow integration of data.
- Enforcer data can also be uploaded to other secure data storage platforms for court retrieval evidence if necessary
- Software supports time and date stamp, duration of applied CEW force and serial number identification of CEW weapon used and recorded
- Software has security levels for administrative access use only, or standard operation and maintenance support
- More than 999 units can be listed on one single agency database with individual serial number identification of CEW's in inventory
- Wireless interface device utilizes standard PC 2.0 USB connection for Data download and initial program setup

---

### No automatic shutdown technology feature. The trigger activates a 5-second cycle continuously per trigger pull up to the point of battery depletion. No fail safe to regulate compliance with the AAEM rule on prolonged duration warning of 35 seconds or more exposure of shock application into the human body in 24 hour period. The cycle can only be stopped by placing the safety lever in the safe position or minimizing the number of triggers pulled based on user discretion. In the heat of the moment, it is unlikely that the user is counting the number of exposures.

---

TASER X-26 data port download kit is a cooling hard wired connection system requiring the digital power magazine to be removed prior to operation and downloads. The Dataport Download Cable is specifically designed to plug into the TASER X-26 LCD via the batteries and connects to a PC using USB port. This cable allows for the upload of firing data from the X26C LCD to Evidence.com via Online SWNC or download of firing data to a local computer via Offline SWNC software is supported by Windows® 98se, NT, 2000, XP, Vista and Windows 7® both 32 and 64 bit compatible:

- Data collected is in standard format and able to load directly into Microsoft Excel, Word or any other formats that allow integration of data
- TASER X-26 data can be uploaded to Evidence.com or any other secure data storage for court retrieval evidence if necessary
- Software supports time and date stamp, duration of applied CEW force and serial number identification of CEW weapon used and recorded
- Software has security levels for administrative access use only, or standard operation and maintenance support
- Multiple units can be listed on one single agency database with individual serial number identification of CEW's in inventory
- Utilizes standard PC 2.0 USB connection for Data download and initial program setup.

---

**AGENDA ITEM #** 2
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<th>AGENDA ITEM #</th>
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<td><strong>Product</strong></td>
<td>Phazer X26</td>
<td></td>
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<tr>
<td><strong>Description</strong></td>
<td>A rechargeable audio video recording system with a 1200 lumens LED light, designed to capture audio and video information.</td>
<td><strong>Standard Warranty</strong></td>
</tr>
<tr>
<td><strong>Features</strong></td>
<td>- Rechargeable battery pack</td>
<td>- 1 year limited warranty on the original unit</td>
</tr>
<tr>
<td><strong>Use</strong></td>
<td>Used by police and law enforcement officers</td>
<td>Returns must be made within 30 days of purchase for a full refund or replacement</td>
</tr>
<tr>
<td><strong>Data</strong></td>
<td>Audio and video recordings are stored on SD cards.</td>
<td><strong>Extended Warranty Options</strong></td>
</tr>
<tr>
<td><strong>Accessories</strong></td>
<td>Optional extended warranty can be purchased at the time of purchase.</td>
<td>- Warranty returns are subject to a 15% restocking fee</td>
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</table>

### Extended Warranty Options

<table>
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<tr>
<th>Warranty</th>
<th>Description</th>
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<tr>
<td>Standard</td>
<td>- 1 year limited warranty on the original unit</td>
</tr>
<tr>
<td>Extended</td>
<td>- 2 year unlimited warranty on the original unit</td>
</tr>
</tbody>
</table>

### Exclusions

- Normal wear and tear
- User error or misuse
- Tampering or abuse

### Additional Information

- This equipment was not manufactured by Taser International.
- The extended warranty is purchased separately and applies to the original X26 unit.
- Returns must be made within 30 days of purchase for a full refund or replacement. Return information can be found on the original packaging or on the Taser website.
All PhaZZer® Enforcer ammunition is compatible with all PhaZZer® CEWs, and TASER® X26® P.A.S.E models and M26® models of electronic control devices. All PhaZZer® weapons & ammunition are certified by the AFT as non-firearm due to the propellant of compressed Nitrogen (N2 1700 psi), as it is not a gunpowder based propellant. The possibilities are endless for detention facilities in their everyday needs of containment and control.

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AGENDA ITEM #
Warranty Policies

PRODUCT WARRANTIES

- PhaZZer One Year Manufacturer Warranty Guarantee Policy
- Optional 2 Year Extended Manufacturer Warranty Guarantee
- PhaZZer Enforcer Lifetime Replacement Guarantee
- PhaZZer Battery Warranty Policy
- PhaZZer Ammunition Cartridge Warranty Policy
- Return Policy

PhaZZer One Year Manufacturer Warranty Guarantee Policy
The limited warranty set forth below is provided by PhaZZer Electronics, Inc. USA with respect to ALL PhaZZer Brand Products purchased. The PhaZZer Brand Products purchased with this limited warranty are the only products which this limited warranty provided by PhaZZer apply.

a) Any PhaZZer Brand Product, when delivered to a customer in new condition in its original packaging, is warranted against material defects and workmanship for a period of one year from the date of original purchase. Defective units returned to PhaZZer and proven to be defective upon inspection will be FULLY REPLACED with a new unit or exchanged for a refurbished unit as determined by PhaZZer. PhaZZer warranty does not offer any repair program so there is no waiting period involved in this guarantee. In any case of discontinued product, any unit will be replaced with a unit that has similar or more advanced features as PhaZZer Technology progresses. This limited warranty covers all defects encountered in normal use of ANY PhaZZer Brand Product and does not apply in the following circumstances:

b) Loss of or damage due to abuse, mishandling, improper packaging by you, alteration, accident, electrical current fluctuations, failure to follow operating instructions, maintenance or environmental instructions prescribed in the user manual or services performed by an unauthorized PhaZZer Dealer. Additionally, water damage, sand/dust/corrosion damage, damage due to impact, scratches, abrasions or damage to the housing, or other accidental damage to any other accessories that has been determined to have resulted from misuse, abuse or failure to operate the units as set forth in the operating instructions.
Technical support may be obtained for all PhaZZer Brand Products 24/7 (excluding holidays) as follows:

- Email your technical support questions anytime to support@phazzer.com
- Telephone support call 1-855-742-9937
- Visit our Support page

PhaZZer Warranty Guarantee will be honored if our technicians cannot troubleshoot and resolve your issue in ten minutes or less. It is the policy of PhaZZer to arrange return merchandise authorization # with the defective product and replace upon receipt of the original product and invoice. A new unit will be shipped out accordingly within 48 hours of return.

Optional 2 Year Extended Manufacturer Warranty Guarantee
The optional extended warranty for a PhaZZer Enforcer CEW can be purchased at the point of sale or any time prior to expiration of the standard 1 year warranty. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1 Year Limited Warranty plus the term of the extended warranty after the expiration of the Full 1 Year Limited Warranty.

Purchaser may not buy more than one optional extended warranty for any one specific product. The extended warranty does not cover battery replacement and carries the exact same guarantee conditions of the Full 1 Year Manufacturing Warranty Guarantee.

PhaZZer Enforcer Lifetime Replacement Guarantee
PhaZZer Electronics, Inc. will replace a PhaZZer Conductive Energy Weapons (CEW) free of charge with the same or like product within one year following the altercation if the customer provides the following information to PhaZZer Electronics, Inc.:

- Copy of the official police report documenting the incident, details of the use of the product in self-defense, and confirmation of the loss of the product
- Proof of purchase of the product (receipt, purchase order, or invoice)
- Check or a credit authorization for the shipping and handling fees
• Customer's name, phone number, and physical address (no P.O. Boxes allowed), of location where the replaced item will be sent.

Send to:
PhaZZer Electronics, Inc.
Attn: Customer Service
808 N. Hoagland Blvd
Kissimmee, FL 34741

Purchaser is responsible for any expedited shipping or handling costs for the replacement CEW. A replacement product assumes the remaining warranty of the original product or extends to 90 days from the date of replacement, whichever provides longer coverage to the Owner.

PhaZZer Battery Warranty Policy
It is PhaZZer Electronics policy to honor warranty claims within the warranty period; however, claims will not be accepted on products that are defective due to owner abuse/neglect or used in applications for which the product is not intended. A warranty claim may require product analysis prior to issuance of credit/replacement. Warranty coverage requires a proof of purchase or original receipt, and applies to the original purchaser. Warranties are not transferable. Specific terms and conditions of warranty policy will vary by product type. Modification of these policies, if applicable, will be posted. Batteries purchased through PhaZZerStore.com or a PhaZZer Electronics Distributor are covered for a 1 year period from the date of manufacture, not of sale, which is determined by the serial number on the Enforcer in question.

Proper Maintenance, Use and Storage
PhaZZer batteries must be charged every six (6) months and completely discharged in order to maintain their integrity.

Please contact PhaZZer Electronics Support with questions on coverage for a specific product.

PhaZZer Ammunition Cartridge Warranty Policy
PhaZZer Ammunition Cartridges are individually sealed and have a shelf life of 5 years from date of manufacture. You can find this printed on the Ammunition Cartridge itself. The warranty
of the Ammunition Cartridge is covered for a 1 year period from the date of purchase, not of manufacture.

**Return Policy**

Shipping & Returns:
PhaZZer Brand Products is dedicated to customer satisfaction. If your purchase does not fulfill your needs for any reason, you may return your item for an exchange within the 30 days from the date of purchase. Simply contact us to receive instructions on returning your purchase.

All products come with a full one year warranty and will be replaced at our discretion. Shipping is non-refundable. Shipping to and from PhaZZer is at the customer's expense and varies according to weight, size, shipping type and location.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policies must be endorsed. If SUBROGATION WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on the certificate does not convey rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Jacobsen Insurance
1630 N Bial St.
Fremont, NE 68025
Phone (402) 727-1460 Fax (402) 721-6619

INSURED
Pherzer Electronics, Inc.
207 S, Cedar St
Hooper, NE 68031 (402) 613-0369

CONTACT NAME: Brian Ellis Jacobsen
PHONE: (402) 721-1450 EMAIL: brian@jacobsenins.com

CERTIFICATE HOLDER: hooper, PRODUCER:
INSURER:

COVERAGES

CERTIFICATE NUMBER: 06/15/14

COVERAGE EFFECTIVE DATE: 06/28/2014 COVERAGE EXPIRATION DATE: 06/28/2015

ITEM # TYPE OF INSURANCE ADDITIONAL ENDORSEMENT POLICY NUMBER POLICY EFFECTIVE DATE POLICY EXPIRATION DATE LIMITS
A GENERAL LIABILITY
[ ] COMMERCIAL GENERAL LIABILITY [ ] PERSONAL AUTO [ ] COMB. AUTO/COMM. Auto [ ] EMBLEMED
[ ] CLAIMS-MADE
[ ] OCCUR
[ ] POLICY

[ ] EACH OCCURRENCE $1,000,000.00
[ ] DAMAGE TO RENTED STRUCTURES $100,000.00
[ ] MED EXP. (Any one person) $5,000.00
[ ] PERSONAL & ADJUDICATION $1,000,000.00
[ ] GENERAL AGGREGATE $2,000,000.00
[ ] PRODUCTS - COMB/PROF ADJ $2,000,000.00
[ ] COMPLETE SINGLE LIMIT ($ for Accident) $5,000.00
[ ] EACH OCCURRENCE $5,000.00
[ ] AGGREGATE $5,000.00
[ ] MEDICAL EXPENSE LIMIT $1,000.00
[ ] EACH ACCIDENT $5,000.00
[ ]_FINAL EXAMINATION LIMIT $1,000.00
[ ] EACH ACCIDENT $5,000.00
[ ] TOTAL EXAMINATION LIMIT $1,000.00
[ ] EACH ACCIDENT $5,000.00
[ ] PERSONAL INJURY PROTECTION $5,000.00
[ ] EACH OCCURRENCE $5,000.00
[ ] AGGREGATE $5,000.00
[ ] PHYSICAL INJURY LIM. $5,000.00
[ ] EACH OCCURRENCE $5,000.00
[ ] AGGREGATE $5,000.00
[ ] DAMAGE TO OTHERS VEHICLES $5,000.00
[ ] EACH OCCURRENCE $5,000.00
[ ] AGGREGATE $5,000.00
[ ] DAMAGE TO OTHERS PROPERTY $5,000.00
[ ] EACH OCCURRENCE $5,000.00
[ ] AGGREGATE $5,000.00
[ ] LOSS OR DAMAGE TO THE RENTED VEHICLE $5,000.00
[ ] EACH OCCURRENCE $5,000.00
[ ] AGGREGATE $5,000.00
[ ] LOSS OR DAMAGE TO THE OWNED VEHICLE $5,000.00
[ ] EACH OCCURRENCE $5,000.00
[ ] AGGREGATE $5,000.00
[ ] LOSS OR DAMAGE TO OTHERS VEHICLES $5,000.00
[ ] EACH OCCURRENCE $5,000.00
[ ] AGGREGATE $5,000.00
[ ] LOSS OR DAMAGE TO OTHERS PROPERTY $5,000.00
[ ] EACH OCCURRENCE $5,000.00
[ ] AGGREGATE $5,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attachment ACORD 191, Additional Endorsement Schedule, If more space is required)

CERTIFICATE HOLDER: hooper, PRODUCER:
INSURER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM #: 2
PhaZZer® Enforcer Instruction Manual

Including
Optional Wireless DATA PORT

PhaZZer® Electronics Inc.
VER.6-2014.11.16

This manual contains necessary operational information and should be read and understood before using the PhaZZer® Enforcer.

If you have questions, please contact PhaZZer® technical support at: sales@PhaZZer.com

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"PhaZZer® is a registered trademark of PhaZZer IP, LLC"

"TASER® is a registered trademark of TASER International, Inc. Any information mentioned on this website is for reference purposes only and not sponsored by or affiliated with the TASER® brand"
Although the PHAZZER® Enforcer is a less lethal weapon and classified by the United States Department of Justice (DOJ) as a "Non-Firearm", PLEASE TAKE NOTE OF THE FOLLOWING WARNINGS AND READ THIS MANUAL COMPLETELY PRIOR TO USE

- The PHAZZER® Enforcer can cause extreme electrical shock.
- Do not continuously shock the assailant for more than 15 seconds in any 24 hour period as medical studies have indicated that this can cause serious bodily harm and even death.
- Avoid sensitive areas of the body when firing at the live target, including the neck, groin and face.
- The PHAZZER® Enforcer is not a toy or novelty. The PHAZZER® Enforcer is a highly advanced Less Lethal "DEFENSIVE" weapon that causes Neuromuscular Incapacitation (NMI), and should always be out of reach from children.
- The darts in the cartridge are sharp and have a barbed like feature that pierces the skin. Never aim the PHAZZER® Enforcer higher than the torso. The darts can cause serious bodily injury to the face and eyes.
- The PHAZZER® Enforcer can cause, and is not limited to electrical shock, cuts, bruises, swelling and burns.
- Only use the PHAZZER® Enforcer on would be attackers, do not use on innocent individuals, children, pregnant women, disabled persons or animals of any kind.
- The PHAZZER® is for self-defense and apprehension use ONLY.
- Always keep pathway in front of the PHAZZER® Enforcer clear unless targeting an assailant, keep all parts of your body away from the front of the PHAZZER® Enforcer.
- Static electricity can discharge the PHAZZER® ammunition cartridges. Avoid this all times when handling the PHAZZER® ammunition cartridges.
- Always store the PHAZZER® and the dart cartridges in a dry, secure location away from static electricity.
- Never shine the laser directly into the eyes.
- Never point the laser at the eyes of other people or animals.
- Keep Enforcer dry at all times. Do not operate when wet or where saltwater spray is present. Light morning dew or condensation from high humidity during operation is acceptable when immediately drawing weapon from holster.
- The Enforcer should never be exposed to temperatures that exceed below freezing unless carried close to body-heat, such as holstered or concealed.
- Avoid direct exposure to sunlight for long periods of time. If carried as a duty weapon keep in holster during extreme temperatures and weather conditions.
- Do not hold with freehand near blast doors at any time to avoid shock or hand injury from deployment.
- Trigger finger should not be on trigger when safety is released to the firing position until ready for deployment to avoid accidental misfire.
- Use caution around radio transmitters during operation, such as mobile and handheld two-way radios. Avoid close proximity to cellular phones.
- While traveling domestically, U.S. laws prohibit carrying CEW devices by public and commercial travel methods. You must stow in check-in luggage and claim before boarding. Check with TSA before travel to confirm regulations and procedures.
- Check international laws before traveling. There are restrictions that prohibit taking CEW devices outside of the United States.

**Class IIIa Laser Warning**
SOURCE OF IGNITION
- The PHAZZER® Enforcer can be a possible source of ignition.
- Keep the PHAZZER® Enforcer away from ALL flammable sprays, liquids, vapors, and explosive materials. Also use caution around sewer lines, methamphetamine labs and some self-defense sprays like pepper sprays that use flammable propellants such as alcohol. Alcohol can ignite during deployment.
- Do not operate around any open electrical wires to avoid coming in contact with dangerous voltages with dart wires.

THE PHAZZER® ENFORCER DESCRIPTION
The PHAZZER® Enforcer is a Conducted Energy Weapon (CEW) which immobilizes a target by firing two dart projectiles and delivering a safe but effective combination of voltage and amperage at 19-22 pulses per second when delivered into the body. The electric charge is delivered through a pair of conductive insulated wires. The PHAZZER® Enforcer will also deploy all other forms of PHAZZER® Ammunition cartridges and is compatible with the TASER® Ammunition in use and function. Both the TASER® Ammunition and the PHAZZER® Ammunition will function in either weapon as they have been tested as functionally compatible.

Available in Black & Yellow
Identical Cartridges to TASER X-26
Drive Stun contacts similar to TASER
Very Powerful LED Tactical Flashlight
Fits TASER Assault Vest pouches and most covert rigs

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The voltage keys in on the neural muscular system and disables voluntary muscle control, dropping the target in approximately one and one half to two seconds. It is no surprise that Conducted Energy Weapons, such as the PHAZZER®, are not only effective in protecting the user's safety, but also provides a safe alternative in apprehending rather than injuring the target.

The PhaZZer® has been tested for safety, effectiveness and will substantially reduce the likelihood of serious harm or death if used as directed when compared to alternative methods of force. It is one of the most effective alternatives to the use of more substantial force when it is unnecessary. The PHAZZER® Enforcer includes a 7.2 volt, rechargeable, ion-lithium battery pack coupled with an AC Adaptor Recharging System that can be plugged into the wall when the charge is low. The unit also includes a 21' Training Cartridge, 15' Dart Pro and 8' pepper ball cartridge, nylon belt loop holster and international plug at initial purchase.

To prolong the battery life, avoid charging the battery for longer than 8 to 8 hours.

**PHAZZER® ENFORCER OFFERS A UNIQUE PRODUCT DESIGN**

- The PHAZZER® Enforcer unit requires no registration as it has been classified by the ATF to be a "Non-Firearm" due to the Nitrogen Propulsion Deployment System. There are no codes for activation and thus the unit is immediately operational upon receipt.

- The PHAZZER® Enforcer unit can be recharged by inserting the battery charger when the GREEN indicator light turns RED at approximately 60% of battery capacity (Charger included with purchase). To prolong battery life, avoid charging the battery over 6 ~ 8 hours.

- The PHAZZER® includes a three finger hand grip with indentation grooves for finger placement and greater control.

- All PHAZZER® units include a Laser Sight for greater firing accuracy and a 3 watt LED high-intensity 160 lumen light for night use.

- The PHAZZER® has two Black Switches located on both sides of the unit and when activated turn on the 3 watt, 160 Lumen, high-intensity, LED light.

- The PHAZZER® also has a Black Power/Safety Activation Switch on the rear of the unit and when activated will instantly arm the unit and activate the laser.

---

Laser & Activation Switch with LED  
160 Lumen LED Flashlight  
Aiming Laser on top of Enforcer

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The PHAZZER® has been tested for effectiveness, safety, accuracy and consistently subdued the assailant within 1-3 seconds upon contact (depending on variables).

All PHAZZER® units come with a One Year Manufacturer's Warranty with extended warranties available.

APPREHENDING OR DEFENDING YOURSELF WITH THE PHAZZER®

1. If you are threatened, or feel threatened from a possible assailant, double check the PHAZZER® Enforcer to make sure it is loaded with an ammunition cartridge.

2. Take the PHAZZER® Enforcer in your dominant hand as this unit is ambidextrous and will provide ease of use in either hand.

3. Prior to firing, arm the PHAZZER® Enforcer by activating the Black Power Safety switch located at the rear of the unit. This will activate the power and Laser Sight and arm the unit. A GREEN indicator light will illuminate to confirm sufficient power level and activation. NOTE: If the indicator light at the rear of the unit is RED indicating that the unit is at or below 60% charge capacity, the unit should be plugged into the AC adaptor and recharged for 2-3 hours to reach maximum capacity. (The Plastic Plug insert should be placed in the Charging Receptacle once the Enforcer is fully charged and ready for use.)

4. To illuminate the target or area, push forward the Black L.E.D. switch located on either side of the Enforcer unit and the three Watt, 160 lumen High Intensity light will illuminate the area. Please note that the Black "Power Safety Switch" and the Black "L.E.D. Light Switches" are independent of each other and can be activated separately.

5. Prior to firing at a live target, yell out loud to the assailant; yell as clear as you can to advise the assailant that you have a PHAZZER® Enforcer and that you will deploy it.
6. If the assailant was not scared away from your warning, activate the unit and take aim at the assailant when he/she is within range. Aim at the torso and pull back the TRIGGER to deploy the loaded ammunition cartridge. Please note that the PhaZZer® Dart Pro Cartridges will deploy 3 degrees above and 3 degrees below the red diode Laser site.

7. At this point, you can set down the PHAZZER® Enforcer and run to a safe location where you can call the police, and only do this when using a dart cartridge as this will continue to shock the target continuously for a 5 second duration. Or at your discretion, apprehend the assailant but do not allow more than 15 seconds continuous shock into the live target as any prolonged duration in excess of this amount for CEWs has shown to cause serious injury or death.

BACK UP DRIVE STUN DEVICE
The back-up Drive Stun function is operable when the dart cartridge is not installed into the PHAZZER® Enforcer. The Drive Stun function relies primarily on the pain reflex, but if held against the assailant for several seconds can also target the neuromuscular system thereby causing the target to drop to the ground. Even in close range, using the full capabilities of the PHAZZER® dart deployment system is strongly suggested due to the separation distance of the darts. The drive stun feature can also be used after the cartridge has been deployed by driving the unit into the assailant or simultaneously as the darts are the primary point of contact.

1. Both of the PHAZZER® Enforcer’s electrode darts must be in contact with the assailant’s body or clothing in order to complete the circuit. Please note that if one of the darts should miss the assailant, you should drive stun to complete the circuit and cause NMI.

2. After activating the Black Power Safety/Laser switch at the rear of the Enforcer, you will be ready for full ammunition deployment.

3. Pull back the trigger to electrify the electrodes.

4. Target the areas of assailant’s body which have larger muscle mass. Examples include torso, back and thighs.

5. Break free and escape to a safe location and call the police or cuff and apprehend the suspect.
LOADING THE PHAZZER® ENFORCER
1. Double check the PHAZZER® is not armed and that the safety switch is in the off position. (Be sure the plastic plug is inserted into the charging receptacle.)
2. Keep your hand away from the front of the ammunition cartridge while inserting into the Enforcer in the case of accidental deployment.
3. Point the PHAZZER® Enforcer away from all parts of your body and others.
4. Hold the dart cartridge by the sides and insert the cartridge.
5. Press the dart cartridge into the front of the PHAZZER® Enforcer until you hear a pronounced click.
6. Make sure the dart cartridge is locked by pulling outward on the sides of the dart cartridge gently.

UNLOADING THE PHAZZER® ENFORCER
1. Double check that the PHAZZER® is not armed and that the safety switch is in the "off" position.
2. Point the PHAZZER® Enforcer away from all parts of your body and others.
3. Press both side buttons on cartridge simultaneously and remove.

ARC-TEST
1. Check that the PHAZZER® is not loaded with a dart cartridge. Arc test should never be performed with a dart cartridge loaded.
2. Point the PHAZZER® Enforcer away from yourself and others. Make sure none of your appendages are in front of the PHAZZER® Enforcer.
3. Arm the PHAZZER® Enforcer by activating the rear safety switch. (Be sure that the plastic plug is inserted into the charging receptacle.)
4. Pull back the trigger.
5. Listen and look at the rate of the arc jumping from the electrodes, this should be at a rapid rate. (19-22 pulses per second)
6. Disarm the PHAZZER® and the test is complete.

Arc test should be done prior to inserting an ammunition cartridge. Confirm safety is in the OFF position before inserting ammunition cartridge.
PHAZZER® SPECIFICATIONS AND FEATURES

1. Output Characteristic: NOTE - All Outputs are ± 20% depending on variables
   Pulse Rate: 19-22 pulses/second, continuous output for 5 seconds unless deactivated by the user. Safety
   Shut Off Feature: Unit can be deployed for three consecutive trigger pulls or an aggregate 15 seconds into
   the same target prior to shutting down. The user will need to recycle the unit by turning the activation safety
   switch off and on again in order to fire the unit beyond the full 15 second deployment. This feature has been
   added due to the multiple deaths allegedly associated with prolonged duration of the TASER® use beyond 15
   seconds of cumulative electric charge into the body.

2. Pulse Duration: 120 < Microseconds

3. Peak Voltage: 55,000 > Volts (V)

4. Load volts 1,100 to 1,400 < (V) across body nominally

5. Current: 0.0022 - 0.0025 Ampere (A) 2.2mA - 2.5mA < = average

6. Joules: .075 < = dependent on body resistance

7. Pulse wave: Shaped pulse

8. Housing: ABS High Impact Plastic

9. Power Source: 7.2v Ion Lithium Rechargeable and Replaceable Battery Pack

10. Integrated 3W, 160 Lumen, High Intensity L.E.D. Light

11. Integrated Laser (Used for target acquisition)

12. Electrical charge can penetrate up to two cumulative inches of clothing

13. Temperature operating range nominal: 32° F (0°C) to 120°F (49°C)

14. Extreme temperature range storage nonuse: 0° F (-18°C) to 155°F (68°C)

15. Humidity 80% < (non-condensing)

PHAZZER® ENFORCER INITIAL KIT

1 x Hard thermoformed molded high-Impact case
1 x PhaZZer® Enforcer CEW in your choice of color
1 x Main power charger
1 x Main power socket adaptor
1 x Enforcer 8' Pepper Powder Cartridge - Pink
1 x Enforcer 21ft Training Dart - Blue
1 x Enforcer 15ft Dart Pro - Yellow

Rechargeable battery inserted into Enforcer handle
Just connect the plug and socket before use

LAW ENFORCEMENT KIT

Different choices of cartridges are available for
the Law Enforcement Kit. Please contact PhaZZer®
sales personnel for options.
PhaZZer® Enforcer Cartridges

- PhaZZer® 21' Dart Pro Cartridge
  Blast Doors

- PhaZZer® 15' Dart Pro Cartridge
  YELLOW Blast Doors (Included in initial purchase)

- PhaZZer® 25' Dart Pro Cartridge
  BROWN Blast Doors

- PhaZZer® 21' Training Cartridge
  BLUE Blast Doors (Included in initial purchase)

- PhaZZer® 8' Pepper Powder Cartridge
  Blast Doors (Included in initial purchase)

- PhaZZer® 30' Pepper Ball Cartridge
  RED Blast Doors

- PhaZZer® 30' Rubber Impact Ball Cartridge
  BLACK Blast Doors

- PhaZZer® 30' Mark (Paint) Ball Cartridge
  GREEN Blast Doors

- PhaZZer® Enforcer AC-Adaptor (Included in initial purchase).
- PhaZZer® Nylon Belt Holster (Included in initial purchase).
- PhaZZer® User/Instructor Certification Training Available (email: training@PhaZZer.com)
RailCam – PhaZZer ENFORCER Rail Mounted Camera System

The PhaZZer RailCam kit comprises of a RailCam DVR audio/video recording device which slide fits and locks onto the top rail of an ENFORCER complete with cable sets for 12v automobile charger, USB charger and an AC adapter charger.

The USB Mains Charger is international and covers 110v to 240v 50/60-Hz at 5 v 80mA output.

Just slide the RailCam onto your Enforcer releasing the two rail locks until firmly attached and locked. For optimum performance ensure you have fully charged your RailCam at least 2 hours before attachment.

To recharge just pull back the protective rubber cover on one side of your RailCam and plug in either the 12v or mains charger.

If you switch ON the RailCam during charging, when the charge plug is removed the system will automatically reboot and START recording.

Make sure that a fresh, formatted or pre-prepared Micro SDHC Card is inserted using a minimum 8GB.

The RailCam can be used totally independently from the PhaZZer Enforcer to record evidence. To operate just slide the RailCam switch upwards in the same manner you activate the Enforcer and laser. This is one smooth action. The indicator light on top will turn RED and BLUE then after initializing both lights are BLUE during recording.

When the RailCam battery is down to about 25% the RED light will blink to warn you that power is low.

To RESET your RailCam when the indicator lights are RED and BLUE together turn the power switch to OFF and then back ON

Specifications
- Video format—HD 1280 x 720P at 25fps resolution
- MJPEG Video Encoding Format
- SDHC Class 6 8GB memory card – Supplied with kit
- Built-in 5v 280 mAH rechargeable battery pack – Battery duration @ 90 minutes
- Battery charge voltage 5V DC – Mains and 12v charge capability supplied in kit
- USB download/charge cable provided – USB 2.0 data
- Downloading to both Windows and Apple Mac as a video file using Mac OS X 10.8 or higher with AVI player downloaded from the Apple Store
- Recording is an overlap system placing new video evidence over old, auto-saving every 10 minutes
- Excellent low light capability combined with the Enforcer's amazing 160 lumen combat-spec torch

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**Downloading RailCam onto your computer**
- Turn your computer ON
- Turn on your RailCam
- Plug in the USB cable into RailCam and then connect to your Computer – USB 2.0
- Window should pop up – Click ‘Open Folder’ to view video files
- If window does not pop up – your RailCam can be found as ‘Removable Disc’ under ‘My Computer’
  - Double-click the icon to open the video files
- Recorded files will be listed in the ‘Video’ folder – Click to review, name, save or delete your video files as needed – Take care not to delete anything you haven’t already saved.

**Configuring your RailCam using your Computer**
- Connect your RailCam to the Computer using the supplied USB cable – USB 2.0
  - A window should appear on-screen – Double-click on ‘WriteTime.exe’
  - A dialogue box will appear with the device shown in the box – Select ‘Update’
  - Update syncs the RailCam Time & Date with your computer Time & Date
- Disconnect the USB cable from your computer
- Turn ON the RailCam once-only to reset

**Alternative method is…**
- Connect the RailCam to your computer using the USB cable – USB 2.0
  - Window will open up when the USB is inserted – Click ‘Open folder to View Files’
  - Open the file ‘time.txt’ to edit the time and date. The format of the time and date must be set in ‘YYYY-MM-DD HH-MM-SS’ using Military Time
  - Click onto ‘File’ in the top left-hand corner and SAVE the Document
  - Disconnect the USB cable from your Computer
  - To reset the RailCam turn on once

**(NOTE - When the RailCam battery is depleted, the time may reset to a factory default. You will need to reset your Time & Date again if you want your evidential recordings to be accurately Time and Date stamped.**

If the micro SDHC Card is not inserted, the system will show BLUE flashing lights. Install a Micro SDHC card and then turn ON the Power Switch

**Operating your RailCam**
- **Turn ON the RailCam using the sliding switch pushed UP**
  - The RED and BLUE lights will flash automatically for 1 to 2 seconds while initializing.
  - When the indicator lights are steady BLUE the RailCam is RECORDING
  - To save the Video Evidence turn the switch OFF
  - If the Video is left running the RailCam auto-saves every 10 minutes
  - The BLUE light will flash 3 times to indicate the Video Evidence is saved
  - RailCam uses Continual Loop Recording, which means that the camera continuously records hands-free without stopping, recording at 10 minute intervals until the memory card fills up.
  - Continuous Loop keeps recording until the card fills erasing the oldest material and replacing with the newest files therefore the bigger the Micro SDHC card you have the more capacity you can record. With the 8 GB Micro SDHC Card you have about 90 minutes recording, which is more than adequate for any evidential recording an officer may require attending any incident from street crime to accident or emergency.
REstricted jurisdicTions for conducted energy weapons

states where Stun gun & Electronic control devices are restricted
Illinois
Hawaii
Massachusetts
Michigan
New Jersey
New York
Rhode Island
Wisconsin

Cities where Stun Gun & Electronic Control Devices are Restricted
Annapolis, MD
Baltimore, MD.
Baltimore County, MD
Chicago, IL
Denison/Crawford County, IA
District of Columbia
Philadelphia, PA

Countries where Stun Gun & Electronic Control Devices are Restricted
Austria
Belgium
Canada
Denmark
Hong Kong
India (Police Only)
Italy
Japan
New Zealand
Norway
Sweden
Switzerland
United Kingdom

note: Please check user restrictions with your local law enforcement
TC100 Wireless Data Port

Download Software Instructions

Quick Install Guide

Program Install and Operation of Wireless Data Port for PhaZZer® Enforcer

For supervisor Operations see Supervisor Guide - Page 19

Warning - Do not plug in USB data port before software is installed......!

Insert Data Port and install Program which is compatible with Windows Operating Systems XP, Vista and Windows 7.

Install the program: If you have any trouble loading or running the data port program, turn off any anti-virus software or Windows safety features (such as pop-up blockers) and try again.
Install Software from direct link, download or flash drive onto Desktop or into Document Folder.

Example showing Data Port Program on Desktop.

Install from the software link provided.

Click to open. Send to load program to Desktop or Personal Document Folder, or both. Example showing Data Port Program on Desktop.
Plug-in the USB TC-100 Data Port Reader. Wait about thirty-seconds for drivers to find data port and load.

You should see at bottom right the information that....."Windows looking, finding and acknowledging install is complete". If not, un-plug TC-100 USB Data Port Reader and reinstall.

If Windows Operating System still cannot find data port reader, then find another USB port to plug-in and operate from.

Note – A reset button is located on the Data Port Reader. This may assist in helping Windows Operating System to the reader. Only use this small ORANGE Button if the program locks-up, or cannot install properly.

Double-Click on the Icon Data Port Program to begin operation. See below for Icon example. The Window below will open-up to begin after clicking on Icon.
Click on CONNECT button to the left of RED icon for the software program to engage with Data Port Reader.

When program engages with data port reader, indicator icon will turn GREEN. When this GREEN light is lit, both the Program and Reader are working correctly and are ready for downloading data from PhaZZer® Enforcer. See below.....

![Diagram showing Connect List](image)

**WARNING - REMOVE any live cartridges attached**

Turn on the PhaZZer® Enforcer and wait a full five seconds for the Data Port Reader to communicate with Enforcer and show ID number of Enforcer in "Connect List" box.

See image below showing Enforcer ON (Safety-up) and battery is charged and ready for download.
See screen-shot below identifying Enforcer Number #5679. When ID number is showing in "Connect List" box, it is an indication that the system is working and communicating with the Enforcer. If this Enforcer is new and needs to be initialized for a first time-setup, please read the PhaZZer® Enforcer Initialization Setup Instructions.

When working with files, please avoid using zeros (0) for ID tags. Use whole numbers like the example above to avoid software errors.

**Battery Replacement**
No stored data memory loss will occur during battery replacement or depleted battery charge. However, the timestamp in the Enforcer will be lost and needs to be reset if battery is disconnected or replaced. Observe function steps below for resetting timestamp. If during data download the timestamp is lost or incorrect, then replace the existing battery with only a PhaZZer® Enforcer recommended replacement battery.
Now double-click on [ID number] in "Connect List" box to start the first step of downloading. See below.....

Then click "OK" on [SELECT UNIT].....using in this example Enforcer #5679 to login.

Now click on [DOWNLOAD REPORT] to view data stored from past usage of Enforcer

When connection is made the blue-highlighted ID number will flicker; indicating communication is open with Enforcer and operating.

When you click on [SAVE REPORT], it will save data to where program is stored. Example: If you placed data port program in a "Document Folder" then the stored data will be in that document location. Past data can be retrieved by clicking [OPEN FILE]. Past logged files will open up in Data Port window. If you need to copy data, you can cut and paste onto MS Word or MS Excel.

- [PRINT] Print Report will transfer data to your printer.
- [TIME] and [UNIT] buttons are for initial setup. Or changing of ID number of Enforcer.
- [OPEN FILE] will show location and files saved data from past storage.
- [CLEAR] will clear window showing downloaded data.
- [EXIT] will end connection with ID of Enforcer being read.
- [DISCONNECT] will end communication with all Enforcers being read.
Data Port Supervisor Instructions

TC100 Wireless Data Port Download Software Instructions

See below for the links relating to our Data Port Receiver.

PhaZZer® Dataport Instructions

PhaZZer® Dataport Software

*Note that this is an .exe file, your browser may ask for your confirmation before saving the file. Windows may ask for your confirmation before running an unknown file for the first time. This is normal and expected.

Devices needed:
Software VER or later: 1.0.2012
PC desktop or laptop using Microsoft® operating system – XP-Vista-W7
PhaZZer® TC100 Wireless USB Data Port Interface.
New PhaZZer® Enforcer for first time program initiation.
Or PhaZZer® Enforcer already in service - Download and store evidence data.

Note about Battery Replacement

No stored data memory loss will occur during battery replacement or depleted battery charge. However, the timestamp in the Enforcer will be lost and needs to be reset if battery is disconnected or replaced. Observe function steps below for resetting timestamp. If during data download timestamp is lost or incorrect, then replace existing battery with only PhaZZer® Enforcer recommended replacement batteries.
Description of program language and application when programming or downloading evidence data from PhaZZer® Enforcer into PC:

Functions:
Double click or single click on each item below to open window for initial setup or change of information.

1. TIME set/get: Display format “MM/ DD/ YY”; “Hour: Min : Sec
2. UNIT#: Enforcer unit number: set/get: 4 digits (0000-9999)
   Example only: Entering 5678 PhaZZer® Enforcer weapon unit is now identified as 5678. Once this number is entered the Enforcer will be known as 5678 from this time forward after number is entered. Any number between 1 and 9999 can be used. Note: All four digits need to be entered even if only using number one. Example: 5678
   Up to One-thousand PhaZZer® Enforcers can be tracked and logged separately on one PhaZZer® UI-TC100 wireless downloading system.
   Note: Avoid using zeros and only use whole number to minimize software errors.
   Connect list: Double click UNIT# to connect with this device.
3. Download report: Show the “DATA” on the edittext.
5. Print Report: Print the edittext data.
6. Erase: Delete DATA. Use caution not to accidentally erase critical DATA evidence!
   Only Supervisor access should be allowed to erase data after 800 entries of stored Enforcer deployment usage. (Authorized operator can enter password as acting Supervisor.)
7. OpenFile: Open the saved file to show on the edittext.
8. CLEAR: Clear the edittext data.
9. Exit: Exit the application.
10. Warning: Warning showing “Data is now full” - Save all data evidence into specified file of your choice. Caution: By not saving data after warning, full operation of PhaZZer® Enforcers ability to function as a CEW will be locked out, till all data is saved” on the edit text. For Officers safety all download sequences should be observed.
11. Login in as Super-user: “Ctrl+N” to enable “super-user mode” and enter password to login.
12. Connect USB: Enable TC100 (Wireless Reader) plugged in PC USB for operation.
UI PC Program Operation for PhaZZer®
TC100 download from PhaZZer® Enforcer

Main navigation dialog selections after opening program:
1. Main dialog
2. Time dialog
3. UNIT dialog
4. Password dialog.

1. MAIN dialog:

Connect list: Shows the PhaZZer® Enforcer ID of available Enforcer(s) now connected Potential of
Enforcer online: 0-9999

Edit text: Will show the evidence DATA Information when selected.
"TIME" button: Enable time dialog
"UNIT#" button: Enable UNIT dialog
"Download Report" button: Show the "DATA" on the edittext.
"Save Report" button: Save the edittext data in a pre-selected file.
"Print Report" button: Print the edittext data.
"Erase" button: Delete DATA. Use caution not to accidentally erase critical DATA evidenced
"Open File" button: Open the saved file to show on the edittext.
"CLEAR" button: Clear the edittext data.
"Exit" button: Exit the application.
"Connect USB" button: Enable TC100 (Wireless Reader) plugged in PC side USB. This will now
communicate to PhaZZer® Enforcer and ready for program initiation or DATA download.

2. TIME dialog:

"MM , DD , YY": "Hour, Min , Sec" edittext
"GET" button: Get the time information from selected.
"SET" button: Set time information to selected

3. UNIT dialog:

"GET" button: Get ID from selected.
"SET" button: Set ID to select.

4. Password dialog:
Dialog for entering password.
Screen shots of PhaZZer® UI program

Select PhaZZer® Enforcer unit to be displayed via the TC100

TIME Button

UNIT # Button
Download Report of Evidence Data

Data
Operating Instructions
This information is based on the version of software at the time of editing. If you are experiencing trouble connecting and downloading evidence data please check with PhaZZer®

Suggestions
All data evidence from PhaZZer® Enforcer should be downloaded immediately and indefinitely stored after any deployment and then secured for future reference.

Disclosure
All efforts have been made to supply correct programming instructions and editing of software. PhaZZer® Electronics cannot assume responsibility for an error that may occur while downloading of evidence data that results in lost data, or data that cannot be retrieved.

Disclaimer
PhaZZer® TC100 USB wireless interface and the UI evidence retrieval software are for sole operation of the PhaZZer® Enforcer. This software is not intended to be used or recommended for any other product or CEW device.

Caution
During UI pre-programming or evidence retrieval from the PhaZZer® Enforcer, at any time the software flag Warning is indicating, “Data is now full” immediately retrieve evidence data and file in document folder for secure storage. If the memory is not cleared, and data storage is still full your PhaZZer® Enforcer may not function.

All efforts must be made to data download on a regular basis to assure sequential filing of deployment evidence.

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CITY OF PANAMA CITY BEACH

POLICE DEPARTMENT TASERS

FOR PANAMA CITY BEACH PD

SUBMITTED BY:

TASER International
17800 North 85th Street
Scottsdale, AZ, 85255
800.978.2737
June 9, 2015
PANAMA CITY BEACH – “POLICE DEPARTMENT TASERS”

ADVERTISEMENT FOR BIDS
NOTICE TO RECEIVE SEALED BIDS

PANAMA CITY BEACH – “POLICE DEPARTMENT TASERS”

This advertisement is for the purchase of sixty-two (62) X26P Class III Black Tasers and accessories and two (2) X2/X26P USB Dataport Download Kits for the Police Department. The Bidder shall provide all materials, equipment and labor necessary to supply the specified equipment.

Specifications are available on May 26, 2015 and can be downloaded from the City website (www.pcbgov.com). The bid must conform to Section 287.133(3) Florida Statutes, with respect to Public Entity Crimes.

Sealed bids will be received until 10:00 A.M., Central Time, June 9, 2015 at City of Panama City Beach Police Department, 17110 Firenze Avenue, Panama City Beach, Florida, 32413 and will be opened and read publicly immediately thereafter. All Bids shall be submitted in an envelope clearly marked “Sealed Bid – Panama City Beach Police Department – “TASERS.” The City of Panama City Beach (“City”) reserves the right to reject any and all Bids. All Bids shall be firm (including all labor and material prices) for a period of 60 days after opening.

The City shall award the Contract to the lowest responsive and responsible bidder; provided, however, the City reserves the right to award the Contract to a Bidder who is not the lowest responsive and responsible bidder if the City determines in its reasonable discretion that another Bid offers the City a better value based upon the reliability, quality of service, or product of such other Bidder.

Each bidder must comply with all applicable state and local laws concerning licensing, registration, and regulations of contractors doing business in Florida.

Advertisement Dates: May 26-June 9, 2015
SPECIFICATIONS FOR PCB POLICE DEPARTMENT TASER
SEALED BIDS:

Sixty-Two (62) Taser, X26P, Black, Class III
Sixty-Two (62) Blackhawk Holsters for the X26P
Sixty-Two (62) Extended Performance Power Magazine (XPPM) Battery Packs for X26P
Two (2) X2/X26P Dataport Download Kits
Four Year Extended Customer Care Warranties
Shipping and Handling Costs

All Bids shall be firm (including all labor and material prices) for a period of 60 days after opening.

Sealed Bids shall be opened at 10:00 A.M., June 9, 2015.
**Quotation**

**Quote:** Q-28724-L  
**Date:** 5/28/2015 1:01 PM  
**Quote Expiration:** 8/14/2015  
**Contract Start Date**: 9/1/2015  
**Contract Term:** 1 year

**SALESPERSON** | **PHONE** | **EMAIL** | **DELIVERY METHOD** | **PAYMENT METHOD**  
--- | --- | --- | --- | ---  
Wendy Fann | 480-463-2173 | wfann@taser.com | Fedex - Ground | Net 30

*Note this will vary based on the shipment date of the product.*

### Hardware

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT ($) | NET TOTAL  
--- | --- | --- | --- | --- | --- | ---  
62 | 11002 | HANDLE, BLACK, CLASS III, X26P | USD 899.95 | USD 55,796.90 | USD 0.00 | USD 55,796.90  
62 | 11010 | XPPM, BATTERY PACK, X26P | USD 63.50 | USD 3,937.00 | USD 0.00 | USD 3,937.00  
62 | 11501 | HOLSTER, BLACKHAWK, RIGHT, X26P | USD 53.25 | USD 3,301.50 | USD 0.00 | USD 3,301.50  
2 | 22013 | KIT, DATAPORT DOWNLOAD, USB, X26P | USD 164.75 | USD 329.50 | USD 0.00 | USD 329.50

**Hardware Total Before Discounts:** USD 63,364.90  
**Hardware Net Amount Due:** USD 63,364.90

### Extended Warranties

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT ($) | NET TOTAL  
--- | --- | --- | --- | --- | --- | ---  
62 | 11004 | WARRANTY, 4 YEAR, X26P | USD 277.95 | USD 17,232.90 | USD 6,200.00 | USD 11,032.90

**Extended Warranties Total Before Discounts:** USD 17,232.90  
**Extended Warranties Net Amount Due:** USD 11,032.90

**Subtotal:** USD 74,397.80  
**Estimated Shipping & Handling Cost:** USD 697.01  
**Grand Total:** USD 75,094.81
TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER’s current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER’s current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER’s current Sales Terms and Conditions for the AXON FlexTM and AXON BodyTM Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X3/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at http://www.taser.com/sales-terms-and-conditions. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at https://www.taser.com/serviceagreement14. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at https://www.taser.com/professional-services-agreement. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at https://www.taser.com/integrationstatementofwork14. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or governmental agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: __________________________________________ Date: ____________________________
Name (Print): ____________________________________ Title: ________________________________
PO# (if needed): _________________________________

Please sign and email to Wendy Fann at wdfann@taser.com or fax to ________________________________

THANK YOU FOR YOUR BUSINESS!

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May 13, 2015

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for TASER International, Inc.'s Conducted Electrical Weapons

A sole source justification exists because the following goods and services required to satisfy the agency’s needs are only manufactured and available for purchase from TASER International. TASER is also the sole distributor of all TASER® brand products in the States of CT, DE, FL, GA, HI, IL, IN, MA, MD, ME, MI, MN, MS, NH, NJ, NY, OK, OR, PA, RI, TX, VA, VT, WI, WV, and the District of Columbia.

**TASER CEW Descriptions**

**X2™ CEW**
- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy™ log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to EVIDENCE.com™ services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM™ HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart™ cartridges only

**X26P™ CEW**
- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy™ log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to EVIDENCE.com™ services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM™ HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges
**TASER Brand CEW Model Numbers**

1. Conducted Electrical Weapons (CEWs):
   - TASER X2™ Models: 22002 and 22003
   - TASER X26P™ Models: 11002 and 11003

2. Optional Extended Warranties for CEWs:
   - X2 - 4-year extended warranty, item number 22014
   - X26P - 2-year extended warranty, item number 11008
   - X26P - 4-year extended warranty, item number 11004

3. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
   - 15-foot Model: 34200
   - 21-foot Model: 44200
   - 21-foot non-conductive Model: 44205
   - 25-foot Model: 44203
   - 35-foot Model: 44206

4. TASER Smart™ cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
   - 15-foot Model: 22150
   - 25-foot Model: 22151
   - 25-foot non-conductive Model: 22157
   - 35-foot Model: 22152

5. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 CEWs.
   - TASER CAM HD replacement battery Model: 25784
   - TASER CAM HD Download Kit Model: 26762
   - TASER CAM HD optional 4-year extended warranty, item number 26763

6. Power Modules (Battery Packs) for X26P and X2 CEWs:
   - Performance Power Magazine (PPM) Model: 22010
   - Tactical Performance Power Magazine (TPPM) Model: 22012
   - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
   - eXtended Performance Power Magazine (XPPM) Model: 11010
   - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015

7. TASER Dataport Download Kits:
   - Dataport Download Kit for the X2 and X26P Model: 22013

8. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

9. Conductive Target front Model 80000 and Conductive Target back, Model 80001

10. CEW Holsters:
    - Right-hand X2 holster by BLACKHAWK Model: 22501
    - Left-hand X2 holster by BLACKHAWK Model: 22504
    - Right-hand X26P holster by BLACKHAWK Model: 11501
    - Left-hand X26P holster by BLACKHAWK Model: 11504
TASER Product Packages

1. Officer Safety Plan: includes a CEW, Axon® camera and Dock upgrade, and EVIDENCE.com license and storage. See your Sales Representative for further details and Model numbers.

2. TASER Assurance Plan (TAP): Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P CEWs, and the TASER CAM HD recorder. (The TAP is available only through TASER International, Inc.)

<table>
<thead>
<tr>
<th>SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND CEW PRODUCTS FLORIDA</th>
<th>SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND CEW PRODUCTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>TASER International, Inc. 17800 N. 86th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791</td>
<td>TASER International, Inc. 17800 N. 86th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791</td>
</tr>
</tbody>
</table>

Please contact your local TASER sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Executive Vice President, North American Sales
TASER International, Inc.

BLACKHAWK! is a trademark of the Blackhawk Products Group.

EVIDENCE.com, Smart, TASER CAM, Trilogy, X2, and X26P are trademarks of TASER International, Inc., and TASER, Axon, and the 'Bolt within Circle' logo are trademarks of TASER International, Inc., registered in the USA. All rights reserved. © 2015 TASER International, Inc.
These Sales Terms and Conditions apply to your purchase of all TASER International, Inc. ("TASER," "we," "us," or "our") products and services purchased directly from us. Products and services sold by us are expressly subject to and conditioned upon the terms and conditions set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the product or service, you accept and are bound by these Sales Terms and Conditions. Any different or additional terms set forth by you, whether in your purchase order or another communication, are expressly objected to and will not be binding on us.

Return Policies. All sales are final and no refunds or exchanges are allowed, except as provided by state or federal law and as specified below for TASER® Citizen Products.

Exchanges for TASER Citizen Products. The citizen model products that are unopened and still in their sealed package may be returned or exchanged within 15 days from the date of receipt of the product for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. Any product returned to TASER without prior authorization from us will be considered an unauthorized return, and you will not receive credit for the product and we will not ship the product back to you. Unless the product is defective or the return is a direct result of our error, we may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

To return a citizen model product, you must first go to our website, www.TASER.com and obtain a Return Material Authorization ("RMA") number before the end of the applicable return period. We will not accept returns without an RMA number. See the Product Warranty, www.TASER.com, or contact us at 800.978.2737 (+1.480.905.2000 for International callers) for information on how to obtain an RMA number. You must ship the product to us within 5 days of the date that we issue the RMA number as follows:

- in the original product packaging, in as-new condition, along with any media, documentation, and any other items that were included in your original shipment;
- at your expense and insured (if you return the product uninsured then you accept the risk of loss or damage during shipment);
- with the RMA number clearly marked on the outside of the return packaging;
- with proof of purchase of the product (receipt, purchase order, or Invoice); and
- with your name, address, and phone number of where to send the exchange item or the product credit or refund.

Upon receipt of your return, we will issue a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions. If you fail to follow the return or exchange instructions and policies provided by us, we are not responsible for product that is lost, damaged, modified, or otherwise processed for disposal or resale.

Quotes. A quotation is an offer to sell, is valid only for the products and services listed on the quote at the prices listed on the quote, and is subject to these Sales Terms and Conditions, all of which are deemed incorporated into the quote. The quote from TASER contains the entire terms and conditions
associated with the transaction. You may accept a quotation by signing the quote, issuing a purchase order, or other writing expressing your intention to be bound. Any terms, conditions or writing within your purchase order or other writing addressing the subject matter of the transaction, will be for your internal purposes only and the terms and conditions contained therein will have no force or effect. If you have not signed a quote from TASER, then your order is subject to cancellation by us, in our sole discretion. We are not responsible for pricing, typographical, or other errors in any offer by us and reserve the right to cancel any orders resulting from such errors.

Prices. The price of the products and services are set forth in the quote specifically provided to you (if no quote was provided then the price is that set forth on our current price list or www.TASER.com). Prices do not include taxes, shipping, handling, insurance or other similar charges; any such charges will be added to the price or separately invoiced unless otherwise expressly indicated at the time of sale.

Payment Terms. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. We may invoice parts of an order separately. Where no credit has been granted to you or where credit has been withdrawn (in our absolute discretion) or for international sales, payment is required in full prior to shipment. Payment must be by credit card, wire transfer, or some other prearranged payment method. If we have reasonable grounds to believe that you will fail to comply with the payment terms or with the agreed credit terms, we are entitled to postpone or to refuse delivery of an order.

Taxes. Unless you provide us with a valid and correct tax exemption certificate applicable to your purchase and ship-to location, you are responsible for sales and other taxes associated with your order.

Shipping; Title; Risk of Loss. We reserve the right to make partial shipments and products may ship from multiple locations. All shipments are FOB TASER's facility and title and risk of loss pass from us to you on upon delivery to the common carrier by TASER. You are responsible for all freight charges. Any loss or damage that occurs during shipment is your responsibility. Shipping dates are estimates only. Delivery is typically 2–6 weeks after receipt of order or payment.

Excusable delays. We will use commercially reasonable efforts to deliver all products and services ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond our reasonable control, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, we have the right, in our sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

Not For Resale or Export. Shipping of some our products out of the United States is restricted by U.S. federal law and neither the product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce and a signed BIS-711 on file with us.

Regulations and Restrictions. You agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of TASER products and services including your acceptance of responsibility for the payment of any relevant taxes or duties. Please go to our website (www.TASER.com) or contact our Customer Service Department for a list of known regulations and restrictions regarding the sale, possession, and use of
Title: TASER International, Inc.'s Sales Terms and Conditions – Direct Sales to End User Purchasers
Department: Legal
Version: 6.0
Release Date: 11/22/2013

TASER CEW products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

Warranty Coverage. Our current warranty provisions, warranty exclusions, release, and any limitations of liability located at www.TASER.com are also applicable to your purchase.

Product Warnings. See our website at www.TASER.com for the most current product warnings.

Proprietary Information. You agree that we have and claim various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute our products and services, and that you will not directly or indirectly cause any proprietary rights to be violated.

Design Changes. We reserve the right to make changes in design of any of our products and services without incurring any obligation to notify you or to make the same change to products and services previously purchased.

Severable Provisions. If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

No Assignment. You may not assign this agreement nor any related order and you may not delegate your duties under this agreement without our prior written consent which will not be unreasonably withheld. We may assign this agreement without your consent.

Entire Agreement. These Sales Terms and Conditions, along with the quote, sales order acknowledgement, and the applicable product warranty, license and service agreement(s), constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, any service and license agreement(s), are intended to be discharged or nullified.

Governing Law. The laws of the State of Arizona, U.S.A. govern this transaction and agreement, without regard to conflicts of law.

‘Protect Life’ and ® are trademarks of TASER International, Inc., and TASER is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. © 2013 TASER International, Inc.
The following TASER International, Inc. (TASER) warranty provisions are applicable to all sales or transfers of TASER Law Enforcement Products, including conducted electrical weapons (CEWs), on-officer audio/video cameras and related accessories. The term "Purchaser" means any purchaser, possessor, or user of the TASER brand products. BY USING THE TASER PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE WARRANTY AS SET OUT BELOW.

Manufacturer's Limited Warranty

TASER warrants that its Law Enforcement Hardware Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. In the event any country or state imposes a longer express warranty term than that described in this warranty document, then the country or state's term will take precedence.

If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the product which TASER determines in its sole discretion to be defective under normal use, as defined in the product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like product, at TASER's option.

Optional Extended Hardware Warranty for AXON flex, AXON body, ETM, EVIDENCE.com Dock, TASER CAM HD, X2, X26, and X26P

The optional extended warranty, when available, may only be purchased at the point of sale of the product. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period. For customers who purchase an extended warranty TASER warrants it will repair or replace the TASER product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at TASER's option. Purchaser may not buy a new extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty.

Exclusions and Limitations

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property. After the warranty period, TASER may, at its sole option, repair or replace a TASER product for a fee. A paid for out-of-warranty repair or replacement product comes with the manufacturer's limited warranty.

This warranty does not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. TASER specifically disclaims any and all statutory or implied warranties, including

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Title: TASER International, Inc.'s Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)
Effective Date: March 12, 2014

[Image of TASER logo]

1 The warranty does not apply to software or services offered for, by, on, or through the TASER.com or EVIDENCE.com websites. This warranty only applies to hardware.
2 A product's estimated useful life or expiration date may not be the product's warranty expiration date.
3 TASER Law Enforcement Hardware Products include TASER X2, X26, and X26P CEWs, Simulation Handles assembled by TASER, TASER CAM and TASER CAM HD recorders, CEW cartridges, and Smart cartridges, AXON flex camera (including the universal magnetic clip), AXON body camera, EVIDENCE.com Dock, TASER CAM HD, X2, X26, and X26P.
4 TASER-Manufactured Accessories include, but are not limited to: batteries; battery chargers; carrying cases; cables; docking bars; USB data download kits; headbands; holsters; mounts; DP, XDP, CDP, PPM, TPFP, APP, XPPM, TPM, and
5 Shockwave Power Magazine modules; and the X-Rail mounting system.
6 The manufacturer's limited warranty provides coverage for AXON flex camera, AXON flex controller, AXON body battery, and the X-Rail mounting system. Batteries that have failed or are exhibiting diminished capacity as result of a manufacturing defect. Under the extended warranty, replacement of the AXON flex camera battery is covered, but replacement of the AXON flex controller battery and AXON body battery are not covered.
without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability TASER may have. TASER’s cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product. In no event will TASER be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if TASER has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of an essential purpose of any exclusive remedy provided in this warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.

**Release**

Purchaser agrees to release TASER from any and all liability arising out of the deployment, use, or misuse of the TASER product, including any claims for damages and personal injuries. Purchaser agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use, or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Purchaser for or on behalf of a third party.

**Purchaser Responsibilities and Product Registration**

Purchaser should update product software and/or firmware as they become available through TASER, as well as perform periodic backups to EVIDENCE.com services or download/backup copies of the information, data, and/or video contained on the TASER product storage media to protect the contents and as a precaution against possible operational failures. To register your TASER product, please go to www.taser.com/register. Registration of your product allows TASER to contact you with important product notifications and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish your limited warranty rights.

**Warranty Repair Procedure**

For warranty return and repair procedures, including troubleshooting guides, please go to TASER’s websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide. Failure to provide the required information for the returned product will delay the return of the repaired or replaced item. If Purchaser fails to provide the required information, including the RMA number, then TASER assumes no liability for loss of the returned product. Any TASER product that has not been paid for, when required, or for which the required information has not been provided during a period of 30 days after receipt of the TASER product by TASER is deemed abandoned and TASER may dispose of the TASER product without any liability, compensation, or further notification to Purchaser.

Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product and keep a separate backup copy of the contents. During warranty service the contents of the storage media will be deleted and reformatted. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services. The product will be returned to you configured as originally purchased, subject to applicable firmware updates. Recovery and reinstallation of software programs and user data are not covered under this warranty. If you require attempted data recovery this must be specifically requested (and a fee may be required) or the contents of your product will be deleted and the storage media reformatted in the course of warranty service.

**General**

This warranty supersedes any prior, contrary, or additional representations, whether written or oral. This warranty is TASER’s only hardware warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person. This warranty, including any extended warranty, is non-transferable.

AXON®, Smart™, X26P™, X26™, X2™, X-RALL™, Project Life™, Project Truth™, EVIDENCE.com™, and RMA® are registered trademarks of TASER International, Inc. and TASER®, AXON®, and EVIDENCE.com™ are registered trademarks of TASER International, Inc., registered in the U.S. All rights reserved. © 2014 TASER International, Inc.
REGULAR AGENDA
ITEM #3
RESOLUTION 15-122
RESOLUTION 15-122

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING A BUDGET AMENDMENT TO RECOGNIZE RECEIPT OF $9,045 FOR THREE SOCCER GOALS AND EIGHT TEAM BENCHES FOR USE AT THE CITY'S RECREATIONAL PARK FACILITIES; APPROVING EXPENDITURES FOR THAT PURPOSE; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the City has received a contribution of Nine Thousand Forty Five Dollars ($9,045) from the PCB Convention and Visitor's Bureau to be used for the purchase of three soccer goals and eight team benches for use at the City's recreational Park facilities; and

WHEREAS, a budget amendment is necessary to record the receipt and proposed expenditure of those funds.

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

1. The following budget amendment (#35) is adopted for the City of Panama City Beach, Florida, for the fiscal year beginning October 1, 2014, and ending September 30, 2015, as shown in and in accordance with the attached and incorporated Exhibit A, to reflect receipt and expenditure of funds for the purposes stated herein.

2. This Resolution shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this _____ day of July, 2015.

CITY OF PANAMA CITY BEACH

By _______________________
GAYLE F. OBERST, MAYOR

ATTEST:

HOLLY J. WHITE, CITY CLERK

Resolution 15-122

AGENDA ITEM #
CITY OF PANAMA CITY BEACH  
BUDGET TRANSFER FORM BF-10

<table>
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<tr>
<th>FUND</th>
<th>GENERAL ACCOUNT NUMBER</th>
<th>ACCOUNT DESCRIPTION</th>
<th>APPROVED BUDGET</th>
<th>BUDGET ADJUSTMENT</th>
<th>NEW BUDGET BALANCE</th>
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<tbody>
<tr>
<td>TO</td>
<td>001-0000-366.20-00</td>
<td>Contributions (3rd Party)</td>
<td>(95,019.00)</td>
<td>(9,045.00)</td>
<td>(104,064.00)</td>
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<td>TO</td>
<td>001-7201-572.60-10</td>
<td>Capital Outlay &lt; $5,000</td>
<td>85,000.00</td>
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Check Adjustment Totals: (10,019.00) 0.00 (10,019.00)

BRIEF JUSTIFICATION FOR BUDGET ADJUSTMENT:
To recognize contribution from CVB for the purpose of purchasing (3) soccer goals and (8) team benches
and to increase recreation budget to allow for the expenditure of such funds
June 20, 2015

To Panama City Beach Convention and Visitors Bureau

For the purchase of three soccer goals and eight team benches. Three bids are attached.

Total Cost $9,045.00

Please submit payment by July 15, 2015

To the City of Panama City Beach
Parks and Recreation Dept
110 South Arnold Road
Panama City Beach, Fl 32413

Thank You for your support
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Cost</th>
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<td>Gared</td>
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<td>Grand Totals:</td>
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<td>$9,045.00</td>
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Notes: Installation by others.
Panama City Beach Soccer Goals

City of Panama City Beach Parks and Recreation
Attn: Jim Ponek
16200 Back Beach Road
Frank Brown Park–233-5045
Panama City Beach, FL 32413
Phone: 850-234-0400
jponek@pcbgov.com

<table>
<thead>
<tr>
<th>Quantity</th>
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<th>Description</th>
<th>Unit Price</th>
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<td>Game Time - 3&quot; Classic Alumagold 6.5' X 12' WHITE</td>
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<td>8</td>
<td>2125</td>
<td>Game Time - Stationary Alum Park Bench, 15'</td>
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<td>$4,464.00</td>
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SubTotal: $9,864.00
Discount: ($619.92)
Estimated Freight: $750.40
Total Amount: $9,994.48

UNLESS SPECIFICALLY INCLUDED, THIS QUOTATION EXCLUDES ALL EQUIPMENT ASSEMBLY AND INSTALLATION; SAFETY SURFACING; BORDERS AND DRAINAGE PROVISIONS, ALL SITE WORK AND LANDSCAPING; REMOVAL OF EXISTING EQUIPMENT; ACCEPTANCE OF EQUIPMENT AND OFF-LOADING AND STORAGE OF GOODS PRIOR TO INSTALLATION. SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF TERMS AND CONDITIONS ON ATTACHED PAGE. TERMS: NET 30 DAYS
Playworx Playsets LLC
2550 Sandy Plains Rd.
Suite 225, #348
Marietta, GA 30066
(866)502-5013
jennifer@playworx.com
http://www.playworx.com

Frank Brown Park
16200 Panama City Beach Pkwy.
Panama City Beach, FL 32413

<table>
<thead>
<tr>
<th>Activity</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SGRD612PT: Soccer Goals</td>
<td>3</td>
<td>2,313.50</td>
<td>6,940.50T</td>
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<tr>
<td>SN612-3W : Soccer Goal Nets</td>
<td>3</td>
<td>138.25</td>
<td>414.75T</td>
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<tr>
<td>BE15PT: Bench</td>
<td>10</td>
<td>1,980.00</td>
<td>19,800.00T</td>
</tr>
<tr>
<td>*Not responsible for filter cloth, irrigation rerouting, grass damage or checking for underground utilities. Call 811 &quot;know what's below&quot;. *If Installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. 50% Deposit required upon signature acceptance of this estimate, with final balance due upon completion of this project.</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

SubTotal                  | $27,155.25 |
Tax (6.5%)                 | $1,765.10  |
Shipping                   | $983.53    |
Total                      | $29,903.88 |

*The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

Thank you for allowing Playworx Playsets to quote your project. Please contact us directly when you are ready to begin your improvement.
<table>
<thead>
<tr>
<th>DOCUMENT NUMBER</th>
<th>DATE</th>
<th>AMOUNT</th>
<th>AMOUNT PAID</th>
<th>DISCOUNT</th>
<th>NET</th>
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<td>$9,045.00</td>
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</tbody>
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**COMMENT**

PAY Nine Thousand Forty Five Dollars and 00 Cents

Panama City Beach Parks & Recr
16200 Panama City Beach Pkwy.
Panama City Beach FL 32413

AUTHORIZED SIGNATURE

[Signature]

REQUIRES TWO AUTHORIZED SIGNATURES

DATE: 7/9/2015
AMOUNT: $9,045.00

AGENDA ITEM #2

HANCOCK BANK
MEMBER FDIC HANCOCKBANK.COM
A HANCOCK HOLDING COMPANY
63-1279-921

Security Features Details on back.
Miscellaneous Income/Expense Postings

Receipt #: 84616
Payment Date: 07/16/15
Household #: 999999999

Frank Brown Park
16200 Panama City Beach Parkway
Panama City Beach FL 32413

Internal ZZZHousehold

Phone:
Visit us on the Web at: www.PanamaCityBeachParksAndRecreation.com

Amount: 9,045.00 (Income - Paid by Check) - Miscellaneous (Miscellaneous) - New

<table>
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<tr>
<th>Date</th>
<th>Description</th>
<th>GL</th>
<th>Cost Ctr</th>
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</thead>
<tbody>
<tr>
<td>07/16/2015</td>
<td>cvb contribution</td>
<td>16200</td>
<td></td>
</tr>
</tbody>
</table>

Notes:
- soccer goals and player benches

Total Income Posting Amount: 9,045.00
Total Expense Posting Amount: 0.00
Total Income Deleted: 0.00
Total Expense Deleted: 0.00
Total Income Debited (using the 'Change' button): 0.00
Total Expense Debited (using the 'Change' button): 0.00
Total Posting Amount: 9,045.00