

**RESOLUTION NO. 23-91**

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH LIFE EXTENSION CLINICS, INC., RELATING TO THE PROVISION OF OCCUPATIONAL PHYSICAL EXAMINATIONS AND CANCER SCREENINGS FOR CITY EMPLOYEES, IN THE BASIC AMOUNT OF \$440 PER EXAMINATION.**

**BE IT RESOLVED** that the appropriate officers of the City are authorized to execute and deliver on behalf of the City those certain Agreement between the City and Life Extension Clinics, Inc. d/b/a Life Scan Wellness Centers, relating to the provision of occupational physical examinations and cancer screening to City employees, in the basic amount of Four Hundred Forty Dollars (\$440) per physical, in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

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

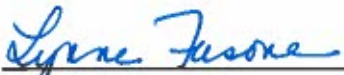
**PASSED** in regular session this 12<sup>th</sup> day of January, 2023.

**CITY OF PANAMA CITY BEACH**

By: \_\_\_\_\_

  
Mark Sheldon, Mayor

ATTEST:

  
\_\_\_\_\_  
Lynne Fasone, City Clerk

**OCCUPATIONAL PHYSICAL AND CANCER SCREENING  
AGREEMENT**

**THIS OCCUPATIONAL PHYSICAL AND CANCER SCREENING AGREEMENT** is made and entered into this 13<sup>th</sup> day of January, 2023, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and **LIFE EXTENSION CLINICS, INC.** (Contractor).

**PREMISES**

**1. SCOPE OF SERVICES**

Contractor will provide Occupational Physical Examinations with Cancer Screenings for the City's employees, as more particularly described in the Scope of Work included in the City's Request for Proposals 23-15 and the Vendor's response to that RFP and the terms and conditions set forth therein which are hereby incorporated by reference as if fully attached as Exhibit to this Agreement.

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

**2. COMPENSATION**

As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the Contractor's bid proposal and the schedule rates attached hereto as Exhibit "A.". The City shall pay to the Contractor as full consideration for the performance of the work required by this Agreement, at the set rates contained in the attached Contractor's cost proposal and incorporated on the basis of actual work performed as the same may be finally determined by the City Manager or his designee(s).

**3. PAYMENT**

Monthly invoices shall be submitted to the City and City shall make payment in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the City's Department Representative. All invoices shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

#### **4. TERM**

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award for a period of one (1) year with five (5) additional one (1) year optional renewals if agreed upon by both parties.

#### **5. COMPLIANCE WITH LAWS.**

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

#### **6. WARRANTY**

The Contractor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

#### **7. ATTORNEY'S FEES**

Should either party institute any legal action or proceeding to enforce this Agreement, or for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such legal action or proceeding.

#### **8. TIME**

Time is of the essence in this Agreement.

#### **9. REMEDIES**

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and

administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within four (4) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

**10. ASSIGNMENT**

This Agreement is not assignable.

**11. CHOICE OF LAW & VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14<sup>th</sup> Judicial Circuit in Bay County, Florida.

This Agreement is not assignable

**12. SEVERABILITY**

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**13. MODIFICATIONS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

**14. WAIVER**

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**15. NOTICES**

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: Lori Philput  
Title/Position: HRM Risk Management Director  
17007 Panama City Beach Pkwy., PCB, FL 32413  
Phone: 850-233-5100 Ext. 2409

B. As to Contractor:

Contract Representative: Patricia Johnson

Title/Position: CEO  
Email address: LifeScan@LifeScanWellness.com  
Mailing address: 1011 N. MacDill Ave  
TAMPA FL 33607  
Phone/Cell: (813) 601-0285

**16. ENTIRE AGREEMENT**

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

The term "Agreement" means and includes the all documents issued by the City in association with PCB23-15 RFP including any addenda and all responsive documents submitted by the Contractor, all of which are incorporated into this Agreement by this reference.


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**IN WITNESS WHEREOF**, the Contractor has executed this Agreement as of the day and year first above written.

Signed in the presence of:

**LIFE EXTENSION CLINICS, INC.**

Witness 1   
(Print Name): Michael Terrana

By:   
Its: CEO

Witness 2   
(Print Name): Jennifer Connelly

ATTEST:

**THE CITY OF PANAMA  
CITYBEACH, FLORIDA,**  
a municipal corporation



City Clerk

By:   
Drew Whitman , City Manager

PCB23-15 - RFP - Occupational Physicals  
 Exhibit A - Cost Estimate Form

Exam Component	Price
1. Public Safety Exam (NFPA 1582 compliant) <ul style="list-style-type: none"> <li>· Hands-On Physical Exam</li> <li>· Vision Exam (Titmus)</li> <li>· Occupational Hearing Exam</li> <li>· Skin cancer assessment</li> <li>· Behavioral Health and Sleep Assessment Screenings</li> <li>· Personal Consultation with review of testing results</li> </ul>	Included (Life Scan Wellness Centers Base pricing \$440.00)
<b>Total Price</b>	<b>Included</b>
2. Cardiopulmonary Assessment <ul style="list-style-type: none"> <li>· Echocardiogram (Heart Ultrasound)</li> <li>· Resting EKG</li> <li>· Treadmill Stress Test with EKG</li> <li>· Carotid Arteries Ultrasound</li> <li>· Aortic Aneurysm Ultrasound</li> <li>· Pulmonary Function Test</li> </ul>	
<b>Total Price</b>	<b>Included</b>
3. Cancer and Disease Assessment <ul style="list-style-type: none"> <li>· Thyroid Ultrasound</li> <li>· Liver, Gall Bladder, Spleen, &amp; Kidney Ultrasounds</li> <li>· Bladder Ultrasound</li> <li>· Pelvic Ultrasound for Women (external)</li> <li>· Prostate and Testicular Ultrasound for Men</li> </ul>	
<b>Total Price</b>	<b>Included</b>
4. Blood and Laboratory Tests <ul style="list-style-type: none"> <li>· Hemocult Test</li> <li>· Urinalysis</li> <li>· Lipid Panel</li> <li>· Diabetes Tests (Hemoglobin A1C and Glucose)</li> <li>· Complete Blood Count</li> <li>· Comprehensive Metabolic Panel</li> <li>· Thyroid Panel</li> <li>· PSA (men)</li> </ul>	
<b>Total Price</b>	<b>Included</b>
5. Fitness Evaluation (NFPA 1583 ~WFI Guidelines) <ul style="list-style-type: none"> <li>· Muscular Strength and Endurance Evaluation</li> <li>· Aerobic Endurance Evaluation (VO2 Max Calc)</li> <li>· Flexibility Evaluation</li> <li>· Nutrition and Diet Recommendations</li> <li>· Personal Fitness Recommendations</li> <li>· Body Weight and Composition</li> </ul>	
<b>Total Price</b>	<b>Included</b>
6. Medical Clearances -For Annual Firefighter Physicals Only <ul style="list-style-type: none"> <li>· OSHA Respirator Medical Clearance (any employee required to wear one)</li> <li>· Firefighter Medical Clearance NFPA 1582</li> </ul>	
<b>Total Price</b>	<b>Included</b>
<b>Total Price For Firefighter Exam</b>	\$440.00 per exam <b>\$29,920.00</b>

68 firefighter physicals @  
 \$440.00= \$29,920.00

Exam Component	Price
<b>1. Public Safety Exam (NFPA 1582 compliant)</b> <ul style="list-style-type: none"> <li>· Hands-On Physical Exam</li> <li>· Vision Exam (Titmus)</li> <li>· Occupational Hearing Exam</li> <li>· Skin cancer assessment</li> <li>· Behavioral Health and Sleep Assessment Screenings</li> <li>· Personal Consultation with review of testing results</li> </ul>	<b>Included</b>
<b>Total Price</b>	<b>Included</b>
<b>2. Cardiopulmonary Assessment</b> <ul style="list-style-type: none"> <li>· Echocardiogram (Heart Ultrasound)</li> <li>· Resting EKG</li> <li>· Treadmill Stress Test with EKG</li> <li>· Carotid Arteries Ultrasound</li> <li>· Aortic Aneurysm Ultrasound</li> <li>· Pulmonary Function Test</li> </ul>	<b>Included</b>
<b>Total Price</b>	<b>Included</b>
<b>3. Cancer and Disease Assessment</b> <ul style="list-style-type: none"> <li>· Thyroid Ultrasound</li> <li>· Liver, Gall Bladder, Spleen, &amp; Kidney Ultrasounds</li> <li>· Bladder Ultrasound</li> <li>· Pelvic Ultrasound for Women (external)</li> <li>· Prostate and Testicular Ultrasound for Men</li> </ul>	<b>Included</b>
<b>Total Price</b>	<b>Included</b>
<b>4. Blood and Laboratory Tests</b> <ul style="list-style-type: none"> <li>· Hemocult Test</li> <li>· Urinalysis</li> <li>· Lipid Panel</li> <li>· Diabetes Tests (Hemoglobin A1C and Glucose)</li> <li>· Complete Blood Count</li> <li>· Comprehensive Metabolic Panel</li> <li>· Thyroid Panel</li> <li>· PSA (men)</li> </ul>	<b>Included</b>
<b>Total Price</b>	<b>Included</b>
<b>5. Fitness Evaluation (NFPA 1583 ~WFI Guidelines)</b> <ul style="list-style-type: none"> <li>· Muscular Strength and Endurance Evaluation</li> <li>· Aerobic Endurance Evaluation (VO2 Max Calc)</li> <li>· Flexibility Evaluation</li> <li>· Nutrition and Diet Recommendations</li> <li>· Personal Fitness Recommendations</li> <li>· Body Weight and Composition</li> </ul>	<b>Included</b>
<b>Total Price</b>	<b>Included</b>
<b>Total Price For General Employee Exam</b>	<b>292 General Employee physicals</b> <b>X \$450= \$128,480.00</b>
<b>Total Cost for all Services</b>	<b>\$158,400.00</b>
	\$128,480.00 \$ 29,920.00 <b>\$158,400.00</b>