

RESOLUTION 18-85

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,
FLORIDA, APPROVING AN AGREEMENT WITH THE
SCHOOL DISTRICT OF BAY COUNTY, FLORIDA FOR LAW
ENFORCEMENT PROFESSIONAL SERVICES.**

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to accept and deliver on behalf of the City that certain Personal Services Agreement with the School District of Bay County, Florida, for the provision of law enforcement professional services at public schools within the City, 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 and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

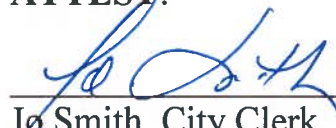
PASSED in regular session this 26th day of April, 2018.

CITY OF PANAMA CITY BEACH

By: 

Mike Thomas, Mayor

ATTEST:


Jo Smith, City Clerk

PERSONAL SERVICES AGREEMENT
for
LAW ENFORCEMENT PROFESSIONAL SERVICES

The School Board of Bay County, Florida, a governmental education entity authorized by Chapter 1001, Florida Statutes, ("School Board") and the City of Panama City Beach, Florida, ("City") enter into this Personal Services Agreement for Law Enforcement Professional Services ("Agreement") effective this day of , 2018 (the "Effective Date").

Background

WHEREAS, School Board, a local educational governmental entity under Chapter 1001, Florida Statutes, desires to provide additional law enforcement and security services to students, faculty, support personnel, and visitors at School Board educational facilities, and City is willing to assist School Board in providing these services by providing off duty law enforcement officers (each a "Security Officer") to work at School Board facilities.

NOW, THEREFORE, the parties mutually agree:

1. City's Duties and Responsibilities:

- (a) **Shift Availability and Coverage:** City shall furnish a Security Officer as agreed by the parties to provide law enforcement and security services at Hutchison Beach Elementary School to be assigned during specified scheduled times. School Board shall prepare a shift schedule and consult with the City Chief of Police about which shifts Security Officer is available to cover.
- (b) **Licensure & Qualifications.** Each Security Officer shall throughout the term of this Agreement (i) possess and maintain valid, unrestricted authority as a law enforcement officer in the State of Florida as defined by Section 943.10(1), Florida Statutes, (ii) be vested with authority to bear arms and make arrests in the State of Florida, and (iii) agree to be bound by the State of Florida or School Board's rules & regulations for security officers in educational facilities. Any failure to meet the above conditions shall result in immediate replacement of such Security Officer and may be grounds for the termination of this Agreement.
- (c) **Records.** Security Officers shall prepare and complete legible security or incident records as required by City. Such record entries shall be factual, accurate and prepared in accordance with City's policies and shall be shared with the Chief of Safety & Security/Police of the School Board. Security Officers shall sign and date all records, and, when required, swear or affirm to the facts therein.
- (d) **Adherence to Applicable Standards.** Security Officers shall perform all professional services in conformance with the applicable standards, rulings or regulations of City, the Criminal Justice Standards and Training Commission, the Florida Department of Law Enforcement, and any other federal, state or local government agency, corporate entity or individual exercising authority with respect to, or affecting Security Officer or School Board. Upon oral or written notice, Security Officers shall promptly correct any failure to conform to such standard within a reasonable amount of time, as the situation may dictate.
- (e) **Administrative Equipment and Supplies.** City shall provide Security Officers with necessary and reasonable administrative equipment and supplies to support efficient use of Security Officer's professional services during a shift; provided always that such equipment and supplies are consistent with City's available resources and budget.

(f) Safety Officer Assignments.

- i. If any Security Officer is arrested or convicted of a crime involving moral turpitude, fraud, any crime against minors, or any felony under Florida law City shall immediately remove and replace the Security Officer and ensure that the Security Officer is not assigned any further duties at School Board facilities pursuant to this Agreement.
- ii. If the School Board or its designee requests that a Security Officer be prohibited from providing law enforcement services at School Board facilities under this Agreement, the City shall remove the Safety Officer from assignment to the School Board and thereafter ensure that the Security Officer is not assigned any further duties at School Board facilities pursuant to this Agreement.

2. **School Board's Duties and Responsibilities:** School Board shall provide a staff of trained, qualified and competent security and administrative personnel to assist Security Officers in performing security services during a shift.

3. **Compensation:** City shall be compensated an amount of **Twenty-Eight Dollars (\$ 28.00)** per hour for each hour a Security Officer works. Compensable time performing the duties required by this Agreement shall be based only on times a Security Officer is actually on site in a School Board facility providing or available to provide security services. Travel time to and from the School Board facility is not compensable. Security Officers shall keep time records on a form provided and approved by School Board. By submitting the form for payment to School Board, City is certifying to School Board that such hours on the form were actually worked by the named Security Officers in providing services under the Agreement. School Board shall pay City twice a month corresponding to School Board's payroll schedule, in arrears, for the previous bi-monthly total number of hours worked. School Board shall not withhold any taxes or other payments from its compensation.

4. **Term and Termination:** The term of this Agreement is for the current school year, beginning on the Effective Date. Either party may terminate this agreement without cause to be effective (i) 30 days after notice to the other party, or (ii) the date of the last scheduled shift for any Security Officer, whichever is earlier. This Agreement may also be terminated immediately for any of the causes listed below:

- (i) Failure of City to adhere to conditions in Section 1(b) or 1(f); or
- (ii) School Board's failure to pay City within 3 days of written notice of failure to pay.

5. **Applicable Law and Attorney's Fee:** Florida law shall govern this Agreement. Should any term or condition of this Agreement be determined to be illegal or unenforceable under any law or decree, such provision shall become null and void and shall not affect the remaining terms and conditions herein. The prevailing party in any litigation under this Agreement shall be entitled to recover its reasonable costs and attorney's fees from the non-prevailing party.

6. **Integration, Modification, and Assignment:** This Agreement represents the sole agreement between the parties on this matter. No oral statements or prior written materials not specifically incorporated herein shall be of any force and effect. Neither party may modify this Agreement unless such modification is in writing & signed by both parties. The parties specifically acknowledge that in entering into and executing this Agreement, the parties relied solely upon the presentations and agreements contained in this Agreement and no others. This Agreement is not assignable by either party.

7. **Agency Relationship:** School Board and City acknowledge that Security Officers are acting on behalf and as agents of City in rendering Services (defined below) and is entrusted with City's duty to preserve the of public health and safety, the public good, and for the use of the public served by City. "Services" include any and all law enforcement, security, administrative, custody, supervision, and other services that are provided or reasonably could be provided by Security Officer to School Board

under this Agreement. Any workplace injuries or claims while providing Services shall be covered by City's workers compensation coverage. Workplace injuries due or related to School Board facilities or equipment shall be covered by School Board workers compensation or other property or liability insurance.

8. **Prior Agreements.** This Agreement shall supersede and replace all prior agreements entered by and between School Board, the City and any City Security Officer.

By their signatures below, the parties hereby agree to the above stated terms and conditions of this Agreement.

THE SCHOOL BOARD OF BAY COUNTY, FLORIDA: CITY OF PANAMA CITY BEACH, FLORIDA:

By: _____

By: _____

Its: _____

Its: _____