

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.

SPECIAL MEETING DATE: December 2, 2019
MEETING TIME: 1:00 p.m.

- I. CALL TO ORDER AND ROLL CALL
- II. INVOCATION – COUNCILMAN CHESTER
- III. PLEDGE OF ALLEGIANCE – COUNCILMAN CHESTER
- IV. APPROVAL OF AGENDA, AND/OR DELETIONS
- V. PUBLIC COMMENTS – REGULAR (NON-PUBLIC HEARINGS) & CONSENT ITEMS ONLY (LIMITED TO THREE MINUTES)
- VI. REGULAR AGENDA – DISCUSSION/ACTION
 - 1 AM CITY MANAGER CANDIDATE FINALIST SELECTION
 - 2 AM CITY MANAGER HIRING PROCESS DISCUSSION
 - 3 AS RESOLUTION 20-17, PROFESSIONAL SERVICE AGREEMENT WITH DAG ARCHITECTS
 - 4 DW RESOLUTION 20-26, HG2 EMERGENCY LIGHTING
 - 5 MG RESOLUTION 20-29, INTERCHANGE AGREEMENT ADMINISTRATION SERVICES WITH MEXICO BEACH
 - 6 MG APPOINTMENT OF INTERIM CITY MANAGER
 - 7 MT BAY PARKWAY DISCUSSION
- VII. ADJOURN

| | |
|-----------------|--------------|
| PAUL CASTO | <u> X </u> |
| PHIL CHESTER | <u> X </u> |
| GEOFF MCCONNELL | <u> X </u> |
| HECTOR SOLIS | <u> X </u> |
| MIKE THOMAS | <u> X </u> |

I certify that the Council Members listed above have been contacted and made aware of the items on this agenda.


City Clerk 11.27.19
Date

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 to interested parties on 11/27/19

NOTE: COPIES OF THE AGENDA ARE POSTED ON THE CITY'S WEBSITE WWW.PCBGOV.COM.

**THIS MEETING WILL BE LIVE-STREAMED ON THE CITY WEBSITE AND CITY FACEBOOK PAGE
"CITY OF PANAMA CITY BEACH-GOVERNMENT".**

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)

ITEM

1



CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
CITY ATTORNEY/ AMY MYERS

2. MEETING DATE:
DECEMBER 2, 2019

3. REQUESTED MOTION/ACTION:
SELECT FINALISTS FOR THE CITY MANAGER POSITION

4. AGENDA
PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
THE CITY COUNCIL RECENTLY COMPLETED THE RECRUITING PERIOD FOR THE CITY MANAGER POSITION TO BE VACATED BY THE RETIREMENT OF CURRENT CITY MANAGER, MARIO GISBERT.

THE CITY ENLISTED COLIN BAENZIGER AND ASSOCIATES TO AIDE IN THE RECRUITMENT AND TO PROVIDE RECOMMENDATIONS FOR FINALISTS FOR THE POSITION. MR. BAENZIGER RECEIVED 53 APPLICANTS FOR THE POSITION AND HAS PROVIDED 9 RECOMMENDED CANDIDATES FOR THE COUNCIL'S CONSIDERATION. A MEMO FROM MR. BAENZIGER WITH A BRIEF DESCRIPTION OF EACH RECOMMENDATION IS ATTACHED.

STAFF REQUESTS THAT THE CITY COUNCIL DETERMINE WHICH CANDIDATES TO CONSIDER FINALISTS FOR THE POSITION. EACH FINALIST WILL BE INVITED TO TOUR THE CITY, TAKE PART IN A PUBLIC RECEPTION ON DECEMBER 12TH AND UNDERGO FORMAL INTERVIEWS WITH THE CITY COUNCIL ON DECEMBER 13.

MEMORANDUM

COLIN BAENZIGER & ASSOCIATES

TO: Mayor and City Council
Panama City Beach, FL

FROM: Colin Baenziger

DATE: November 25, 2019

RE: City Manager Search Update: Recommended Candidates

The following is a summary of the nine candidates (from the approximately 53 who applied) that we are recommending the City consider to be its next City Manager. We believe all the candidates are very strong and that any one of them would do an excellent job for Panama City Beach. Brief summaries of their credentials follow along with an outline.

The Recommended Candidates

- **Roy W. Coley:** Mr. Coley has been the Public Works Director for Miami Beach, FL (population 92,307) since 2015. Prior to this employment he was the Operations Manager for the Florida Keys Aqueduct Authority (serving a population of approximately 70,000) for ten years and the Town Superintendent for Falkville, AL (population 1,192) for nine years. Mr. Coley's leadership style can best be described as participative. Every team member and stakeholder are encouraged to participate and provide input. Consensus is always the goal but when consensus is not possible, he will make the decision. The biggest success of his career was leading the recovery effort for the Florida Keys Aqueduct Authority after Hurricane Wilma. After experiencing minor impacts from Hurricanes Dennis, Emily, Katrina, and Rita; Hurricane Wilma dealt a devastating blow. The water treatment plant lost power, the backup power generators failed, the water distribution system was leaking in more places than could be quickly repaired, buildings were flooded with saltwater, and many of the agency's vehicles were lost. One of the senior Board of Directors members asked Mr. Coley what he thought everyone should be doing. Mr. Coley shared his thoughts and then was put in charge of the entire recovery effort of the 120 square mile area (which incidentally is also about 120 miles long). He organized teams and systematically repaired the utility systems and remodeled the offices. The experience taught him what was important in hurricane preparedness and recovery that will transfer to any coastal community. Mr. Coley has a bachelor's degree in organizational leadership from St. Thomas University and a master's degree in business administration from Saint Leo University.
- **John Holman:** Mr. Holman was most recently the City Manager for St. Marys, GA (population 18,088) for five years. Prior to that he was the Township Manager for Springettsbury Township, PA (population 26,668), for eleven years. Mr. Holman's management style can best be described as Total Quality Management. Problems should be thought through and solutions developed that will be effective. At the same time, one needs to be flexible – not everything goes according to plan – and adjustments may be necessary once the solution is implemented. In emergency situations decisions must be made quickly

and accountability accepted by the individual making the decision. Mr. Holman is most proud of leading recovery efforts from two hurricanes and developing plans, funding, and consensus approval in successfully rebuilding the St. Marys waterfront after it was devastated by hurricanes Matthew and Irma. Mr. Holman has a bachelor's degree in both history and political science from Villanova University and a master's degree in public administration from Bowling Green State University. Mr. Holman is an ICMA Credentialed Manager, as well as being a Certified Manager in both Georgia and Pennsylvania.

- **Odis O. Jones:** Mr. Jones was most recently the City Manager for the City of Hutto, TX (population 25,367) for three years. Previously, he was the CEO for the Public Lighting Authority Detroit, MI (population 675,480) for three years, the Executive Director of Economic Development for Cincinnati, OH (population 197,451) for three years, the Director of Real Estate & Economic Development for the State of New Jersey for two years, the President of Columbus Urban Growth Corporation for three years, and the City Manager for Obetz, OH (population 4,085) for four years. Mr. Jones has an open, collaborative, and results driven approach to management. He is a mentor and coach that empowers staff to accomplish the goals. His greatest achievement was completely rebuilding the electric grid and streetlighting system in his hometown of Detroit two years earlier than anticipated and \$12 million dollars under budget. Mr. Jones has a bachelor's degree in sociology from Central Michigan University and a master's degree in public administration from Western Michigan University.
- **Scott Lambers:** Mr. Lambers has been the City Administrator for Leawood, KS (population 34,659) since 2001. Previously he was the City Manager for Ottawa, KS (population 12,074) for eight years and the City Administrator for Chowchilla, CA (population 9,894) for four years. His management style is participative, but with a clear understanding that for issues being addressed at the staff level, his role is to make the final decision. Upon reaching a decision, he carefully explains his reasoning so the staff can better understand his perspective. That helps guide their management of future issues and projects while providing him with feedback, should they still have concerns. He gives the staff a great deal of leeway in the operation of their respective departments, but expects them to consult with him as soon as a significant issue arise. One of his more significant achievements occurred in Chowchilla where he negotiated the annexation of 1,100 acres for a golf course/residential community. The process took nearly two years and it almost doubled the size of the City. It was extremely challenging because it had to be approved by an outside public entity called LAFCO (Local Agency Formation Commission) that heavily favored the County. It took a great deal of effort and good faith negotiations on both sides to make this annexation a reality. The annexation has contributed significantly to the prosperity of the City. He has a bachelor's degree in psychology, a master's degree in public administration from the University of Kansas, and a master's degree in psychology from Texas A&M University.
- **Lawrence W. McNaul:** Mr. McNaul has accepted the position of County Manager in Hardee County, FL, and withdrawn from our search.

- **Benjamin B. Newhouse:** Mr. Newhouse has been the City Manager for the City of Hurricane, WV (population 7,000) since 2005. Before that he worked for the Upper Kanawha Valley Enterprise Community for seven years and for the state of West Virginia for six years. Mr. Newhouse utilizes a democratic style of leadership. Team perspective and buy-in are crucial elements of that style. Hurricane has been acknowledged as an innovative community that has blazed various new paths over the years, and as a result, many cities and counties have called the City for advice and knowledge. One such innovation is becoming the largest housing rehab provider in the State and helping initiate programs in several communities in West Virginia. Mr. Newhouse has a bachelor's degree in accounting from the West Virginia University's Institute of Technology and a master's degree in strategic leadership from Mountain State University.
- **Anthony O'Rourke:** Mr. O'Rourke was most recently the City Administrator for Canon City, CO (population 16,539) for three years. Prior to that employment, he was the City Manager for Yakima, WA (population 93,476) for four years, the City Manager for South Lake Tahoe, CA (population 21,307) for two years. He also served as the Assistant City Manager for Tallahassee, FL (population 134,366) for one year and he worked for Coral Springs, FL (population 99,914) for six years, with three of them as the City Manager. Mr. O'Rourke's management style is proactive, collaborative, strategic, customer focused and results oriented. Some of his achievements are leading the cities of Coral Springs, South Lake Tahoe, and Yakima through the transformation of traditional government bureaucracies to ones that work better and faster while costing less. He does so by creating a shared vision, a strategic plan, and a commitment to an entrepreneurial business model. As a result of these efforts, Coral Springs was awarded the State of Florida Sterling Award for creating a quality-driven, high performance organization. [Note: The Sterling Award is based on the Malcolm Baldrige National Quality Award criteria, and some years later, the City also won the Baldrige Award]. In 2015, the National Civic League awarded the City of Yakima the All-America City Award for creating a community partnership to address at-risk minority youth challenges – in particular, those youth who might be susceptible to gang lifestyles. Mr. O'Rourke has a bachelor's degree in political science from the University of California and a master's degree in urban and regional planning from Cornell University.
- **Mark Rooney:** Mr. Rooney has been the Town Manager for Westerly, RI (population 22,651) since 2018. Prior to this employment he was the Village Manager for Carpentersville, IL (population 38,291) for eight years. Before that he was the Chief of Staff for North Chicago, IL (population 32,587), for one year and he worked for the Village of Wheeling, IL (population 35,912) for six years, with the last three as Village Manager. He believes that he has the responsibility to create and foster an organization culture and environment in which trust is valued while being a role model for integrity and honesty in all professional interactions and encounters. The greatest challenges facing Carpentersville in 2010 were a \$1M structural deficit, failing infrastructure (roads and water/wastewater facilities) and the need to address economic development. One of Mr. Rooney's successes occurred in the Village of Carpentersville where he created the slogan of "Get to YES" as the staff's over-arching vision and guidance. This vision transformed a bureaucratic mindset to one of an engaged problem solver. Employee morale skyrocketed as well as the satisfaction of citizen and stakeholders as measured by surveys and feedback from the community. As a result,

the Village had a competitive edge in attracting local developers, businesses interested in relocating, and businesses already in the village who needed space to expand operations. Mr. Rooney has a bachelor's degree in education from the University of Nebraska. He has done coursework in the master's degree program at Northern Illinois University but did not complete the degree. He is an ICMA Credentialed Manager.

- **Leonard Sossamon:** Mr. Sossamon most recently served as the County Administrator for Hernando County, FL (population 186,553) for seven years. Previously, he was the County Administrator for Newberry County, SC (population 37,808) for two years, and he worked for the City of Concord, NC (population 48,050) for eighteen years, serving as the City Manager for the last eleven years. Mr. Sossamon's management style is marked by adaptability and resiliency as well as leading by example. A good manager will observe, evaluate and adopt strategies with staff input to move the organization forward. No one person has all the answers, so collaboration is a key to success. Mr. Sossamon considers his biggest achievement to be the development of the Concord Regional Airport. The City and Cabarrus County had discussed building an airport since the 1940s. The North Carolina DOT projected that it would take ten years to build. Mr. Sossamon put together a great team, used some of the City's very healthy reserves, and built the airport in thirty-three months. This airport's annual contribution to the North Carolina economy is now approaching \$1 billion dollars. Mr. Sossamon has a bachelor's degree in political science and a master's degree in urban geography from the University of North Carolina.
- **Paul M. Van Haute:** Mr. Van Haute has been the County Manager for Putnam County, GA (population 99,323) since 2010. Prior to this employment, he was the Assistant to the County Manager in Spalding County, GA (population 64,066) for four years and he was the Mayor and Superintendent for Holly Springs, GA (population 5,308) for seven years. Mr. Van Haute utilizes a servant-leader/family style of leadership that brings out the best in everyone. While he has many awards over a distinguished career, the successes he is most proud of pertain to staff development. He mentors employees to work and develop their abilities. He loves watching his staff succeed and advance within the organization. Mr. Van Haute has a bachelor's degree in philosophy from Villanova University and a master's degree in public administration from Kennesaw State University.

Next Steps

I plan to reach out to you over the next few days to discuss the recommended candidates. One December 2nd, we will select finalists. They will come to Panama City Beach for a tour, public reception and formal interviews on December 12th and 13th with a possible decision then or shortly thereafter. In the meantime, if you have any questions, please do not hesitate to call me.

ITEM

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:

Utilities Department - Al Shortt, Utilities Director

2. MEETING DATE:

December 2, 2019

3. REQUESTED MOTION/ACTION:

Approve a Professional Services Agreement with DAG Architects for performing an evaluation of the roof condition for 23 Utilities Department structures and buildings.

4. AGENDA

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The Utilities Department has an extensive inventory of structures and buildings that are critical to providing shelter for personnel, equipment and materials needed for the Utility to fulfill its mission. Many are several decades old and have been maintained or re-roofed on an as-needed basis. Given the ever increasing asset list, staff believes it is prudent to have all of the primary structure roofs evaluated to provide a planning document for budgeting and scheduling maintenance/replacement work over the next several years. One of the buildings is currently in need of an immediate roof replacement and a bid award for that work is tentatively scheduled for the December 12, 2019 council meeting.

Staff requested a proposal from DAG Architects to perform an evaluation of roofs on another 23 structures. Attached for your review is their proposal. Staff has reviewed the proposal and finds that the requested fee of \$19,200 is in line with the work effort. Staff recommends approval of the proposal and the work is budgeted for completion during this fiscal year.



November 20, 2019

Al Shortt, Utilities Director/City Engineer
Panama City Beach Utilities & Engineering Department
116 S. Highway 79
Panama City, Florida 32413

RE: Panama City Beach Utilities Roof Evaluations
Fee Proposal for Roof Evaluation Services

Al,

Thank you for the opportunity to submit this proposal for evaluation services related to the above referenced task.

For this specific request, we offer the following proposal:

For clarity, we offer the following scope of services for the desired tasks:

1. Provide site visits to each of the 23 listed PCB Utilities Department structures. This includes three offsite facilities from the Gulf Blvd facility.
2. Roof areas for each structure will be evaluated to determine size, composition and condition of existing roof systems.
3. Core samples will be taken as needed to determine the construction make up of the areas in question. Temporary repairs will be made to core sampled areas.
4. A report of findings and recommendations for each roof area will be provided.

Once the City has determined which, if any, structures require attention immediately, DAG will be available to assist in the preparation of bid documents similar to our recent efforts provided at the Electrical Building. This proposal only includes the review and reporting (items 1-4 above). All proposals for the preparation of bid documents will be addressed after submittal of the report and will be handled on a case by case basis. Any additional services desired above those specifically noted above will be provided on an as-needed basis and tracked and billed at the currently published hourly rates. We have determined that the designated reporting, once released, should require no more than four weeks to provide. This assumes that proper scheduling can be arranged for site visits. We are confident we can improve on this time; however, without knowing when the release would come, it is difficult to know what other tasks may be in front of this work.

DAG architects
AA C000745
455 harrison avenue
suite b
panama city, florida
32401
p 850.387.1671
www.dagarchitects.com

REVIEW & REPORTING FEE


This scope for site visits, review, core samples and reporting is a lump sum task.

Total Fee for Task –

\$19,200

After your review of this information, we welcome the opportunity to meet and discuss together at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Owen E. Gipson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Owen E. Gipson RA
Architect – Associate Principal

Copy:
Charlie Clary, FAIA

RESOLUTION 20-17

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DAG ARCHITECTS RELATING TO ROOF EVALUATION SERVICES IN THE TOTAL AMOUNT OF \$19,200.

BE IT RESOLVED by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and DAG Architects, relating to roof evaluation services on 23 Utilities Department structures and buildings, for a total amount of Nineteen Thousand, Two Hundred Dollars (\$19,200.00) on substantially the terms and conditions of the Agreement 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 special session this ____ day of _____, 2019.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH AND DAG ARCHITECTS
RELATING TO
ROOF EVALUATION SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (“City”) and DAG Architects (“Consultant”).

PREMISES

1. SCOPE OF PROFESSIONAL SERVICES:

The scope of services has been agreed to by the parties, and is attached hereto and incorporated herein by reference as Exhibit A. The Consultant shall provide professional Services for the City in all phases of the project to which this Agreement applies as hereinafter provided, and shall do so within the budget established by the City and within the schedule set forth in Exhibit A. The Consultant shall perform any and all Professional Services in a timely, efficient and cost-effective manner and in accordance with the generally accepted standards of the applicable profession. The City retains the Consultant to diligently, competently and timely perform the “Professional Services” in connection with the project in accordance with the provisions of this Agreement, applicable state codes and municipal ordinances, and in accordance with the Request for Qualifications (RFQ), instruction to bidders, bid form, and any and all addenda, modifications and revisions thereto.

2. COMPENSATION AND PAYMENT:

A. Consultant’s compensation for the services described in the scope of work shall be as stated in Exhibit A. Hourly compensation shall be determined in increments of one-tenth (1/10) of an hour.

B. In addition, with prior, written authorization by City, the Consultant shall be reimbursed for reasonable out-of-pocket expenses upon submission of adequate documentation. The Consultant shall invoice the City at actual costs times a factor of 1.10 for all out-of-pocket costs including sub-consultants (if required). Records of costs incurred under the terms of this Agreement shall be maintained by the Consultant and made available to the City during the period of this Agreement, and for one (1) year after the final payment is made. Copies of these documents and records shall be furnished to the City without cost.

C. Upon written instruction by the City, the Consultant shall perform additional work necessary or convenient to complete the services, and which are mentioned or referenced in this Agreement. The Consultant shall be entitled to additional compensation unless such work is required as a result of error, omission, or negligence by the Consultant. The additional

compensation shall be computed by the Consultant on a revised fee quotation proposal and submitted to the City for written approval. If the parties cannot agree, Consultant's initial compensation will be such amount as the City shall determine in good faith to be the fair value of such services, and such amounts shall be paid to Consultant in monthly installments as set forth elsewhere in this Agreement.

D. In the event that additional outside services are required due to unforeseen conditions, the Consultant shall:

1) Obtain a written proposal from the firm designated to render the required services, and submit such proposal to the City for written approval.

2) If the services are such that registration is required to perform them, the Consultant shall select a firm that is registered in the State of Florida.

3) If the proposal is approved in writing by the City, the Consultant shall enter into a contract with the firm for the furnishing of such services in accordance with the proposal.

4) The Consultant shall submit a minimum of five (5) printed copies and one (1) digital copy of deliverables for all required services to the City, unless otherwise directed by the City.

5) Upon approval by the City of such reports, the City shall reimburse the Consultant for the cost of such services, which cost shall not exceed 1.10 times the amount of the proposal.

6) Services rendered by the Consultant in connection with the coordination of these additional services shall be considered within the scope of the basic contract, and no additional fee shall be due the Consultant except as part of the multiplier stated in immediately preceding subsection 2.D.5.

E. At the end of each month during which work shall be outstanding, the Consultant shall submit an invoice for services rendered during that month with respect to the work performed, as follows:

1) Where a stipulated sum is specified, the City shall pay Consultant in monthly installments based upon the percentage of satisfactory completion. In support of payment, Consultant shall monthly submit a request for payment describing the work done, percentage of completion and amount requested to be paid, all by reference to line items in the scope of services where available.

2) Where fees are computed on a time-involved basis, the City shall pay Consultant monthly in arrears upon receipt of an itemized statement in form and detail reasonably acceptable to City.

F. The acceptance by the Consultant, its successors, or assigns, of any Final Payment due upon the termination of this Agreement, shall constitute a full and complete release of the City from any and all claims or demands regarding further compensation for authorized Services rendered prior to such Final Payment that the Consultant, its successors, or assigns have or may have against the City under the provisions of this Agreement. This Section does not affect any other portion of this Agreement that extends obligations of the parties beyond Final Payment.

3. TERM and SCHEDULE:

A. The term of this Agreement shall commence on the date of execution of this Agreement by the City and continue through approval of the final reports by the City. It is also agreed that the City shall have an option for extension of this Agreement, as necessary to complete the services or to provide additional services.

B. The City shall give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the timing or delivery of the Consultant's Services. If the Consultant has been delayed in completing its Services through no fault or negligence of either the Consultant or any Specialty Consultant, and, as a result, will be unable complete timely performance fully and satisfactorily under the provisions of this Agreement, then the Consultant shall promptly notify the City. At the City's sole discretion, and only upon the previous submittal to the City of evidence of the causes of the delay, the City may grant the Consultant an extension of its Project schedule equal to the period the Consultant was actually and necessarily delayed, subject to the City's rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

4. CITY'S RESPONSIBILITY:

The City shall furnish the Consultant with all existing data, plans, profiles, and other information available and useful in connection with the proposed project now on file with the City which shall be returned to the City upon the completion of the services to be performed by the Consultant, unless such data, plans, profiles, and other data are necessary for daily operations; then such forms of information shall be promptly duplicated by the Consultant and the originals returned to the City.

5. CITY'S DESIGNATED REPRESENTATIVE:

It is understood and agreed that the City designates the City Manager or his designated representative, Al Shortt, Utilities Director, to represent the City in all technical matters pertaining to and arising from the work and performance of this Agreement, whose responsibility shall include:

A. Examination of all reports, sketches, drawings, cost estimates, proposals and other

documents presented by the Consultant, and rendering in writing decisions pertaining thereto within a reasonable time so as not to materially delay the work of the Consultant.

B. Transmission of instructions, receipt of information, interpretation, and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.

C. Give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any defects or changes necessary in the Project.

6. CHANGES IN SCOPE:

The City may, from time to time, request changes in the scope of work. Such changes, including any increase or decrease in the amount of the Consultant's compensation, shall not be binding unless mutually agreed upon by and between the City and the Consultant, and incorporated in written amendments to this Agreement.

7. TERMINATION:

A. The City may terminate this Agreement for cause upon written notice to Consultant if Consultant fails to diligently, competently and timely perform any of the work, fails to cooperate with others associated with the work, or otherwise fails to perform or observe any material covenant, representation or warranty contained in this Agreement. Consultant may terminate this Agreement for cause upon written notice to City if City fails to perform or observe any material covenant, representation or warranty contained in this Agreement. In the event of such termination, the parties shall be entitled to the rights and remedies provided by law. If the City wrongfully terminates this Agreement, the City shall be responsible to Consultant solely for the reasonable value of the work performed by the Consultant prior to the City's wrongful action, including reasonable overhead and profit on the work performed, less prior payments made. Under no circumstances shall Consultant be entitled to overhead and profit on work not performed.

B. City may terminate this Agreement at any time without cause upon written notice to Consultant. Should the City terminate this Agreement without cause, City shall pay Consultant for work performed through the date of Notice of Termination, including overhead and profit, and shall have no further responsibility to Consultant.

C. Termination must be by mutual agreement of the parties.

8. INDEMNIFICATION:

The Consultant hereby does hold the City harmless of any and all claims, actions, or suits to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant or any person employed or utilized by the Consultant in the performance of

professional services hereunder, to the fullest extent permitted by Section 725.08(1), *Florida Statutes*. The specific consideration given for the promises of the Consultant set forth in this paragraph is one dollar (\$1) in hand paid by the City to the Consultant, receipt whereof is hereby acknowledged and the adequacy of which the Consultant accepts as completely fulfilling the obligations of the City. The provisions of this Section shall survive termination of this Agreement.

9. INSURANCE:

A. The Consultant shall procure and maintain during the life of this Agreement insurance of the following types:

1) Worker's Compensation: For all of its employees engaged in work on the project under this Agreement. In case any employee engaged in hazardous work on the project is not protected under the Worker's Compensation Statute, the Consultant shall provide Employer's Liability Insurance for the protection of such of his employees not otherwise protected under such provisions.

Coverage A - Worker's Compensation - Statutory
Coverage B - Employer's Liability - \$1,000,000.00

2) Liability: Comprehensive General Liability insurance including, but not limited to:

- a) Independent Contractor's Liability;
- b) Contractual Liability;
- c) Personal Injury Liability.

The minimum primary limits shall be no less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate Personal Injury Liability, and no less than \$500,000 Property Damage Liability, or \$2,000,000 Combined Single Limit Liability, or higher limits if required by any Excess Liability Insurer. City shall be named as additional insured pursuant to an additional insured endorsement on ISO Form 20 10 10 01 (or superseding form) providing comprehensive general liability coverage for completed operations in addition to on-going operations.

3) Automobile Liability: Automobile Liability insurance including all owned, hired, and non-owned automobiles. The minimum primary limits shall be no less than \$1,000,000 Bodily Injury Liability, and no less than \$1,000,000 Property Damage Liability, or no less than \$1,000,000 Combined Single Limit Liability, or higher limits if required by the Excess Liability Insurer. City shall be named as additional insured.

4) Professional Liability: Professional Liability insurance covering professional services rendered in accordance with this Agreement in an amount not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate project specific coverage, or in an

amount not less than \$10,000,000 per claim / \$10,000,000 annual aggregate non-project specific, company-wide coverage.

B. **Certificates of Insurance:** The Consultant shall furnish to the City copies of all policies and endorsements and certificates of insurance allowing thirty (30) days written notice of any change in limits or scope of coverage, cancellation, or non-renewal. Such certificates shall contain the following wording: "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN." In the event (1) the ACORD form does not include the forgoing provision in the certificate, (2) the City has been provided a copy of a policy endorsement naming the City as additional insured (on the general liability and automobile liability insurance policies) and (3) the policy endorsement in favor of the City (for the workers compensation, general liability and automobile liability insurance policies) expressly provides that the City be given thirty (30) days written notice before an amendment in limits or scope of coverage or cancellation, then the following wording may be substituted "SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE AMENDED IN LIMITS OR SCOPE OF COVERAGE OR CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS." If the insurance policies expire during the term of this Agreement, a renewal certificate shall be filed with the City thirty (30) days prior to the renewal date.

10. NEGOTIATION DATA:

A. The Consultant hereby certifies, covenants, and warrants that Hourly Rates and other factual unit costs supporting the compensation provided in Exhibit A are accurate, complete, and current as of the date of negotiation.

B. **Truth-in-Negotiation Certificate:** Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement.

The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual amount costs. The City shall exercise its rights under this "Certificate" within 1 year following final payment.

C. **Contingency Fees:** The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement. For the breach or violation of this provision, the City shall

have the right to terminate the Agreement without liability and, at its discretion, to deduct the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11. OWNERSHIP OF DOCUMENTS:

It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications, and all other data in whatever form (text, graphic, digital or other electronic), prepared or obtained by the Consultant in connection with its services hereunder, and the intellectual property rights associated with all deliverables, shall always be the property of the City and shall be delivered to the City promptly without cost or lien upon request or termination of this Agreement by lapse of time or otherwise. The Consultant shall not be liable for any use by the City of project specific design documentation if modified in any manner without written approval of the Consultant. The City shall use reasonable efforts to notify Consultant if it uses the Consultant's project specific design documentation on any project other than the project described in the Scope of Work and Request for Statements of Qualification.

When transferring data in electronic media format, Consultant makes no representation as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of the project. Because the data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City. The original hard copy of the documents containing the professional Consultant's seal shall take precedence over the electronic documents.

Notwithstanding any provision to the contrary contained in this Agreement, Consultant shall retain sole ownership to its pre-existing computer programs and software.

12. WORK COMMENCEMENT/PROGRESS/DELAYS:

A. The services to be rendered by the Consultant shall commence upon execution of this Agreement, and upon written notice to proceed from the City Manager or his designee.

B. The Consultant agrees to abide by the schedule for performance of the contracted services. The City will be entitled at all times to be advised in writing at its request as to the status of the work being done by the Consultant, and of the details thereof.

C. In the event there are delays on the part of the City or regulatory agencies

as to the approval of any of the plans, permits and drafts of special provisions submitted by the Consultant which delay the project schedule completion date, the City shall grant to the Consultant in writing an extension of time equal to such delays.

D. The Consultant shall maintain an adequate and competent staff of professionals and may associate with other qualified firms for the purpose of rendering services hereunder. The Consultant, however, shall not sublet, assign, or transfer any work under this Agreement without the written consent of the City.

13. STANDARDS OF CONDUCT:

A. The Consultant covenants that it or any of its employees presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any manner or degree with performance of services hereunder.

B. The Consultant agrees that it and its employees shall be bound by the Standards of Conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Agreement, which standards will by reference be made a part of this Agreement as though set forth in full. The Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

14. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:

The Consultant shall comply with all Federal, State, and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

15. ASSIGNABILITY:

The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the City, provided that claims for the money due or to become due the Consultant from the City under this Agreement may be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

16. INDEPENDENT CONTRACTOR:

The Consultant is and shall remain an independent contractor and not an employee of the City.

17. CONTROLLING LAW AND VENUE:

All questions pertaining to the validity and interpretation of this Agreement shall be determined in accordance with the laws of Florida applicable to contracts made and to be performed within this state. Exclusive jurisdiction and venue to interpret or resolve any dispute under this Agreement shall lie in the Circuit Court, Fourteenth Judicial Circuit, in and for Bay County, Florida.

18. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the parties with respect to the subject matters. All prior agreements, representations, statements, negotiations, and undertakings are hereby superseded. Any alterations or variations of the terms of this Agreement shall not be valid unless made in writing and signed by the parties. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then, notwithstanding, the remainder of the Agreement shall remain in full force and effect.

19. ATTORNEY'S FEES:

If the either party is required to institute or defend any legal proceedings in connection with this Agreement, the prevailing party shall be entitled to its costs thereof, together with reasonable attorney's fees.

20. NO WAIVER:

No waiver of any provision of this Agreement shall be effective unless made in writing, signed by the party against whom it is charged. No waiver of any provision of this Agreement shall constitute a waiver of any other provision of this Agreement, nor of the same provision in the future. Neither the failure nor any delay by any party in exercising any right or power under this Agreement, nor any course of dealing between or among the parties, will operate as a waiver of such right or power, and no single or partial exercise of any such right or power will preclude any other or further exercise of such right or power or the exercise of any other right or power.

21. COOPERATION:

Consultant acknowledges that the process of Consulting and addressing the needs of the community, and coordinating those efforts with other disciplines is a multi-disciplinary effort which will require cooperation and collaboration with numerous consultants, city staff, and counsel assisting and advising the city, as well as direction from the City Manager and City Engineer, and agrees in all things to cooperate with the City and all its consultants as needed.

22. MEDIATION:

City and Consultant agree to attempt to resolve any dispute between them related to the interpretation or performance of this Agreement by mediation in Bay County, Florida, with a mutually acceptable, certified Florida Mediator to serve at joint expense. If the parties are unable to agree upon a mediator, either party shall request the appointment of a mediator by the Chief Judge of the Circuit Court, Fourteenth Judicial Circuit in and for Bay County, Florida. Mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. Any settlement will require approval of City's governing board. If the parties are unable to reach a mediated settlement within ninety (90) days of the mediator's appointment, either party may terminate the settlement discussions by written notice to the other and initiate litigation. Any litigation commenced in violation of this section shall be stayed pending mediation as agreed. This section shall survive termination of this Agreement.

23. PUBLIC RECORDS:

The City is a public agency subject to the Florida Public Records Law expressed in Chapter 119, Florida Statutes. Accordingly, to the extent that it is determined that Consultant is acting on behalf of City as provided under Section 119.011(2), Consultant agrees to also comply with that law, specifically including to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

B. Upon request of the City, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law, or provide the City with a copy of the requested records.

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

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, IT IS THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, AND TO CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-233-5100, MJBOSSERT@PCBGOV.COM, 110 S. ARNOLD ROAD, PANAMA CITY BEACH, FL 31413

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents as of the year and date first above written.

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

By: _____
Mario Gisbert, City Manager

ATTEST:

Mary Jan Bossert, City Clerk

DAG Architects

WITNESS
PRINT NAME: _____

By: _____

WITNESS
PRINT NAME: _____

ITEM

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. **DEPARTMENT MAKING REQUEST/NAME:**
Panama City Beach Police Department

2. **MEETING DATE:**
December 02, 2019

3. **REQUESTED MOTION/ACTION:**

We respectfully request the Council's approval for the purchase of vehicle equipment install services from HG2 Emergency Lighting at cost of \$107,167.00.

4. **AGENDA**

PRESENTATION
PUBLIC HEARING
CONSENT
REGULAR

5. **IS THIS ITEM BUDGETED (IF APPLICABLE)?** YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. **BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)**

We respectfully request the Council's approval for the purchase of vehicle equipment install services from HG2 Emergency Lighting. Bids were requested and HG2 was the only bid received. The cost of the installs is \$107,167.00. This service will allow us to properly equip the new vehicles with safety equipment needed to conduct law enforcement services.

RESOLUTION 20-26

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AUTHORIZING THE PURCHASE AND INSTALLATION OF POLICE VEHICLE EQUIPMENT FROM HG2 EMERGENCY LIGHTING IN THE TOTAL AMOUNT OF \$107,167; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and HG2 Emergency Lighting, relating to the purchase and installation of emergency equipment in 11 Ford Interceptor SUVs and one Chevy Tahoe 4wd for the Police Department, in the basic amount of One Hundred Seven Thousand, One Hundred Sixty Seven Dollars (\$107,167.00) on substantially the terms and conditions of the quote 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 special session this ____ day of _____, 2019.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

Marked Patrol Units Ford Interceptor SUV

| | | | | |
|------------------------------|--|---------------------|----|--------------------|
| Lightbar | Whelen 48" Legacy WeCan Lightbar Blue/Blue with Alleys and Takedown | IG88B-BB | \$ | \$1,950.00 |
| Light Controller | Whelen Light & Siren Controller | 295SLSA6 | \$ | - |
| Speaker | Whelen 100 Watt Speaker | SA315P | \$ | - |
| Side Runners | HG2 Emergency Lighting 68" Blue/Blue Side Runner Lights | HG22PC68BB-INT2020 | \$ | 699.00 |
| Rear Window Lights | HG2 Emergency Lighting Rear Visor with Back Firing Lights One Piece | HG2RWINTSUV2020-BB | \$ | 699.00 |
| Rear Cargo Window Lights | HG2 Emergency Lighting Rear Side Cargo Window Lights | HG2QTRPNLINT2020-BB | \$ | 499.00 |
| Rear License Plate | HG2 Emergency Lighting Crossfire License Plate Frame Rear | HG2CROSSFIRE-BB | \$ | 399.00 |
| Front License Plate | HG2 Emergency Lighting Crossfire License Plate Frame Front | HG2CROSSFIRE-BB | \$ | 399.00 |
| Grill Lights | HG2 Emergency Lighting Blue/Blue Grill Lights | HG2GRLINT2020-BB | \$ | 329.00 |
| Strobe Lights | HG2 Emergency Lighting LED Strobe in Headlight & Tail Lights Blue Qty:4 | HG2STB-BB | \$ | 279.00 |
| Rear Transport Seat | Rear Transport Seat (Setina) | QK0494TU20 | \$ | 699.00 |
| Prisoner Partition | Prisoner Partition (Setina) 10XL with Chicago Grill | PK1125ITU20TM | \$ | 699.00 |
| Rear Cargo Divider | Rear Cargo Divider (Setina) 12VS | PK0136ITU202ND | \$ | 499.00 |
| Window Bars | Steel Window Bars | WK0514ITU20 | \$ | 204.00 |
| Door Panels | TPO Door Panels Pair | DK0100ITU20 | \$ | 204.00 |
| Thor Power Inverter | Thor Power Inverter (750 W) | TH750 | \$ | 63.00 |
| Stinger Flashlight Charger | Stinger Flashlight Charger | SL75100, SL22050 | \$ | 35.00 |
| Gun Rack | Setina T-Rail Mount 1-Standard Shotgun Lock, 1 Standard Rifle | KG11191B1SSSCA | \$ | 479.00 |
| Center Console/Laptop Motion | Center Console with Cupholder, Arm Rest and Mongoose Motion Device (Garn | 7170-0734-04 | \$ | 505.00 |
| Laptop Docking Station | Gamber Johnson Notepad V | 7160-0250 | \$ | 250.00 |
| Window tint | Window Tint 2 Front Windows & Front Strip | WINDTNT | \$ | 89.00 |
| | Lifetime Warranty on Window Tint and Workmanship | | | |
| Graphics | Vehicle Graphics | VEH-DCL | \$ | 525.00 |
| | Labor | | \$ | 1,098.00 |
| | Total Package Price | | \$ | \$10,602.00 |
| | Discount | | \$ | (1,350.00) |
| | Total Price | | \$ | \$9,252.00 |

| | |
|----|---------------|
| 11 | \$ 101,772.00 |
|----|---------------|

Unmarked 4x4 Chevy Tahoe

| | | | | |
|----------------------|--|-----------------|----|-----------------|
| Front Windshield | HG2 Emergency Lighting 1 Piece Front Visor Light Blue/Blue with Full Flood | HG2FWTAH-BBW | \$ | 850.00 |
| Side Runners | HG2 Emergency Lighting 68" Blue/Blue Side Runner Lights | HG22PC68BB | \$ | 699.00 |
| Rear Window Lights | HG2 Emergency Lighting Rear Window Light | HG2RWTAH-BB | \$ | 699.00 |
| Rear Tailgate Lights | HG2 Emergency Lighting Rear Step Pad 2020 Chevy Tahoe | HG2TAHSP-BB-WW | \$ | 950.00 |
| Rear License Plate | HG2 Emergency Lighting Crossfire License Plate Frame Rear | HG2CROSSFIRE-BB | \$ | 399.00 |
| Front License Plate | HG2 Emergency Lighting Crossfire License Plate Frame Front | HG2CROSSFIRE-BB | \$ | 399.00 |
| Grill Lights | HG2 Emergency Lighting Blue/Blue Grill Lights | HG2TAHD-BB | \$ | 499.00 |
| Strobe Lights | HG2 Emergency Lighting LED Strobe in Headlight & Tail Lights Blue Qty:4 | HG2STB-BB | \$ | 279.00 |
| Wig-Wag | HG2 Emergency Lighting Wig-Wag Module Headlights | HG2CONTROLLER | \$ | 109.00 |
| Light Controller | Whelen HHS3200 Handheld Siren | HHS3200 | \$ | 349.00 |
| Speaker | Whelen 100 Watt Speaker | SA315P | \$ | 165.00 |
| Window Tint | Window Tint Full SUV Plus Front Strip | WINDWTNT | \$ | 149.00 |
| | Labor | | \$ | 799.00 |
| | Total Package Price | | \$ | 6,345.00 |
| | Discount | | \$ | (950.00) |
| | Total Price | | \$ | 5,395.00 |

| | |
|---|-------------|
| 1 | \$ 5,395.00 |
|---|-------------|



HG2 Emergency Lighting
477 N Semroan Blvd
Orlando FL 32807

| |
|---------------|
| \$ 107,167.00 |
| \$8,930.58 |

ITEM

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CITY OF PANAMA CITY BEACH AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
DECEMBER 2, 2019

3. REQUESTED MOTION/ACTION:
APPROVE EMPLOYEE INTERCHANGE AGREEMENT WITH THE CITY OF MEXICO BEACH

4. AGENDA

- PRESENTATION
- PUBLIC HEARING
- CONSENT
- REGULAR

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES NO N/A
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES NO N/A

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)
ON NOVEMBER 16, 2019, THE CITY OF MEXICO BEACH TRAGICALLY LOST ITS CITY ADMINISTRATOR AND IS IN IMMEDIATE NEED OF EXECUTIVE ADMINISTRATION SERVICES ON A TEMPORARY BASIS. SECTION 112.24, FLORIDA STATUTES, AUTHORIZES LOCAL GOVERNMENTS TO INTER INTO EMPLOYEE INTERCHANGE AGREEMENTS, AND MEXICO BEACH HAS APPROACHED PANAMA CITY BEACH REQUESTING THEIR CONSIDERATION OF THE TEMPORARY DETAIL OF MARIO GISBERT TO TEMPORARILY PROVIDE THESE EXECUTIVE ADMINISTRATION SERVICES.

AT ITS MEETING ON NOVEMBER 21, 2019, THE MEXICO BEACH CITY COUNCIL AND MR. GISBERT CONSIDERED THE PROVISION OF ADMINISTRATION SERVICES NEEDED AND HIS ABILITY TO PROVIDE THEM, AND ULTIMATELY APPROVED AN AGREEMENT FOR THE PERFORMANCE AND REIMBURSEMENT OF THAT WORK. THAT AGREEMENT IS ATTACHED FOR YOUR CONSIDERATION TODAY.

IF THE COUNCIL IS INCLINED TO APPROVE THE AGREEMENT AND WORK DETAIL OF MR. GISBERT, STAFF RECOMMENDS THE COUNCIL APPOINT AN INTERIM CITY MANAGER TO SERVE UNTIL A PERMANENT SUCCESSOR CAN ASSUME THOSE DUTIES, AND REASSIGN MR. GISBERT AS AN ASSISTANT TO THE CITY MANAGER.

RESOLUTION 20-29

**A RESOLUTION OF THE CITY OF PANAMA CITY BEACH,
FLORIDA, APPROVING AN EMPLOYEE INTERCHANGE
AGREEMENT WITH THE CITY OF MEXICO BEACH.**

BE IT RESOLVED that the Mayor and City Clerk of the City are authorized to accept and deliver on behalf of the City that certain Employee Interchange Agreement between the City and the City of Mexico Beach, relating to the temporary work detail of Mario Gisbert for the provision of executive services to the City of Mexico Beach, at a rate of \$81.00 per hour, in substantially the form attached and presented to the Council today.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in special session this ____ day of _____, 2019.

CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

Mary Jan Bossert, City Clerk

EMPLOYEE INTERCHANGE AGREEMENT BY AND BETWEEN THE CITY OF PANAMA CITY BEACH, FLORIDA AND THE CITY OF MEXICO BEACH, FLORIDA

This Employee Interchange Agreement (“Agreement”) is entered on this ____ day of _____, 2019, by and among the City of Panama City Beach (“Panama City Beach”), a Florida municipal corporation, and the City of Mexico Beach (“Mexico Beach”), a Florida municipal corporation.

WHEREAS, Chapter 112, Part II, Florida Statutes, authorizes the interchange of employees between local governments; and

WHEREAS, Section 112.24, Florida Statutes, authorizes local governments to enter into employee interchange agreements between a sending government (herein Panama City Beach) and a receiving government (herein Mexico Beach); and

WHEREAS, on November 16, 2019, Mexico Beach tragically lost its City Administrator and is in need of City Administrator services on a temporary basis; and

WHEREAS, the City Council of the City of Panama City Beach desires to come to Mexico Beach’s aid and currently has capacity to reassign its employee, Mr. Mario Gisbert, to be detailed to the City of Mexico Beach for a term as agreed to by the Parties herein; and

WHEREAS, this Agreement shall be subject to the reimbursement provisions of section 112.24(3), Florida Statutes; and

NOW THEREFORE, based on the existence of the foregoing conditions, Panama City Beach and Mexico Beach agree to the following:

1. PURPOSE, EMPLOYEE ASSIGNMENT AND SUPERVISION. The purpose of this Agreement is to allow the detailing of a City of Panama City Beach employee to provide executive services to the City of Mexico Beach. Specifically, this Agreement authorizes Mario Gisbert (the “Detailed Employee”, hereafter referred to as “Gisbert”) to be temporarily assigned to the City of Mexico Beach to serve as the City of Mexico Beach City Administrator. During the term of this Agreement, it is the intent of the parties that Gisbert will report to the City Council of the City of Mexico Beach and shall serve on an as needed basis.

2. TERM. Subject to section 112.24(6), Florida Statutes, this Agreement shall become effective upon execution by both parties and Gisbert shall begin serving on the next working day following this Agreement’s execution until the Agreement’s termination (the “Detail”). This Agreement shall automatically expire on March 18, 2020.

3. **CONDITIONS OF INTERCHANGE.** The employee interchange provided for by this Agreement will be performed under the terms and conditions as set forth below:

3.1. Gisbert will continue full-time employment with Panama City Beach with the salary and benefits as previously determined and agreed to by the City Council of the City of Panama City Beach, including but not limited to workers' compensation benefits.

3.2. Mexico Beach will make monthly payments to Panama City Beach to reimburse Panama City Beach for Gisbert's salary and benefits of at a rate of \$81.00 per hour served by Gisbert. Regardless of the number of hours worked by Gisbert, Mexico Beach shall not be required to pay Panama City Beach more than Panama City Beach's actual cost for Gisbert for that particular month. Also, Mexico Beach shall not be responsible for the cost of Gisbert's regular travel to and from Mexico Beach, except as already included in the \$81.00 per hour rate provided above.

3.3. Mexico Beach will provide an established work area and all necessary office supplies and equipment for Gisbert.

3.4. During the Detail, Gisbert shall perform all requirements of the City Administrator as prescribed by Mexico Beach's Charter, Code of Ordinances, the City Administrator job description, and shall otherwise serve at the direction of the Mexico Beach City Council.

3.5. During the Detail, Gisbert shall delegate any and all responsibilities that may present a conflict as a result of the Gisbert's employment with Panama City Beach, as the term is defined in section 112.312(8), Florida Statutes, to another employee within the City of Mexico Beach.

4. **AMENDMENTS.** No modification to this Agreement will be valid except by written amendment approved by the City Council of the City of Panama City Beach and the City Council of the City of Mexico Beach.

5. **WORKERS COMPENSATION.** In the event of injury or death in the performance of Gisbert's official duties, that employee will be treated as an employee of Panama City Beach and the City of Panama City Beach will be responsible for providing any resulting workers' compensation benefits. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to this Agreement.

6. LIABILITY. Each party agrees to be liable for any damages proximately caused by the acts, omissions, or wrongful acts of its employees or agents. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to this Agreement.

7. TERMINATION. Notwithstanding the foregoing, this Agreement may be terminated by either party without cause by no less than two (2) days written notice to the other party.

8. ENTIRE AGREEMENT. This Agreement, together with any attachments or amendments, constitutes the entire Agreement of the parties and supersedes all prior communications, understandings, and agreements relating to the subject matter, whether oral or written.

CITY COUNCIL
CITY OF MEXICO BEACH, FLORIDA

CITY COUNCIL
CITY OF PANAMA CITY BEACH, FLORIDA

William A. Cathey, Mayor

Mike Thomas, Mayor

ATTEST:

ATTEST:

Jenny Myrick, City Clerk

City Clerk

ACNOWLEDGED AND ACCEPTED by Mario Gisbert, this ___ day of _____, 2019.

Mario Gisbert