

RESOLUTION 20-131

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, RELATED TO THE PROVISION OF BEACH SAFETY SERVICES; ESTABLISHING A PUBLIC-PRIVATE PARTNERSHIP PROGRAM FOR THE PROVISION OF BEACH SAFETY SERVICES BY THE CITY; ESTABLISHING A SCOPE OF SERVICES FOR CITY BEACH SAFETY SERVICES; APPROVING AN INVITATION TO PARTICIPATE IN THE CITY'S BEACH SAFETY SERVICE PROGRAM; APPROVING A FORM AGREEMENT FOR BEACH SAFETY SERVICE WITH HOST BEACHES; APPROVING RATES FOR THE CITY'S PROVISION OF BEACH SAFETY SERVICES ON HOST BEACHES; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City Council of the City of Panama City Beach that:

1. Intent. The City's Fire and Rescue Department presently manages the City's Beach and Surf Program which provides lifeguard and beach safety services to the beach at the Russell-Fields Pier. The City desires to expand this service in partnership with private entities seeking to acquire beach safety services during the 2021, 2022 and 2023 Seasons. This partnership will provide financial to provide expanded beach safety services to the City of Panama City Beach in exchange for the enhancing the safety and security of the portions of the sandy gulf beach under private party control.
2. Program. Beach Safety Services shall be provided as set forth in the Scope of Work attached as Exhibit A.
3. Eligibility. The program shall be open to a maximum of six (6) interested and eligible parties who do not have a policy or practice in place which prohibits or precludes members of the public from

recreational use of the sandy gulf beach, and who meet one of the following criteria (“Hosts”):

- a. Own in fee simple real property contiguous to any portion of the sandy gulf beach within the jurisdictional limits of the City.
- b. Be an “Association” or “Homeowners’ Association” which maintains, controls, or manages real property contiguous to any portion of the sandy gulf beach within the jurisdictional limits of the City.
- c. Be a “Beach Service” as defined by Chapter 7 of the City’s Code of Ordinances which currently provides Beach Commerce to any portion of the sandy gulf beach within the jurisdictional limits of the City.

The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Beach Safety Services Agreement between the City and responsive Hosts relating to the City’s provision of Beach Safety Services.

4. Invitation to participate. The appropriate officers of the City are authorized and directed to publish an invitation to apply for and receive Beach Safety Services, in substantially the form of the Notice attached and incorporated as Exhibit B.
5. Agreement. The general form of the Beach Safety Services Agreement between the City and responsive Hosts relating to the City’s provision of Beach Safety Services is hereby approved in substantially the terms attached as Exhibit C and presented to the Council today, at the rates specifically set forth in the attached Exhibit D, 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 25th day of June, 2020.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Jo Smith, Interim City Clerk

Att:

- | | |
|-----------|---------------------------------|
| EXHIBIT A | SCOPE OF PROGRAM SERVICES |
| EXHIBIT B | INVITATION TO PARTICIPATE |
| EXHIBIT C | BEACH SAFETY SERVICES AGREEMENT |
| EXHIBIT D | RATE SHEET |

EXHIBIT A

SCOPE OF PROGRAM SERVICES

The City will supply beach safety services including, but not limited to, LIFE GUARD services, beach safety education, patrolling and supervising of beach and Gulf areas from an assigned lifeguard location, patrol vehicle, or vessel; performing rescue and accident prevention activities at the beach and in the open water environment; monitoring and advising beach and water users of local, state, and federal laws, rules, and ordinances; providing and coordinating emergency medical and water-rescue activities and emergency response. Priority duties include:

- Assessing the prevailing surf conditions at a minimum of twice daily, determining the appropriate beach safety flag based on that assessment and change the beach flags to reflect the appropriate color.
- Implementing beach safety management plans so as to best minimize risk to the public.
- Determining and clearly designating, on a daily basis, a safe swim area based on surf conditions and inherent hazards at each lifeguard-protected Host Beach.
- Closely monitoring all aquatic users within designated areas of supervision.
- Maintaining a proactive approach to beach and water safety by advising the public, when necessary, of dangers and providing advice to best minimize risk.
- Educating the public on beach safety and the beach flag system.
- Carrying out the rescue of any person(s) in difficulty and informing other services (patrol members/PCB Fire and Rescue/ PCBPD) if and when backup is required.
- Carrying out other duties such as Emergency Medical Response and Minor First Aid, Dry-Land and In-Water Missing Person Searches, and Safety Interventions and Preventive Actions as required to prevent/treat death or injury, minimizing risk, and maintaining public safety.
- Providing written reports of incidents and Daily Activity Reports (DAR's) for required beach statistics and verbally notifying, as timely as possible, the Host Beach, the Fire Chief and the City Manager or identified designee should a drowning or a serious near drowning incident occur.

- Providing established Standard Operating Guidelines for the safe and efficient operations of the beach safety and education service.
- Monitoring the condition of lifeguard equipment and reporting deficiencies as necessary.
- Undertaking scheduled cleaning and maintenance of surf rescue equipment and facilities on a daily, weekly and monthly basis.
- Providing routine maintenance and as-needed repairs of the all-terrain vehicles (ATV's) so as to ensure a maximum number of ATVs are available for deployment along the coastline at all times between 10 a.m. and 6 p.m. daily during the months of March through October.

Program Specifications

The City shall meet the United States Lifesaving Association's (USLA) guidelines for an open water lifeguard agency.

The City shall provide personnel, training, and management, supervision of equipment and facilities and level of service to be provided. Employees who are acting as lifeguards under this offering shall be trained to and meet the USLA Open Water Lifeguard Standards.

The City will supply lifeguard coverage within sight distance of the lifeguard tower at Host Beaches as defined in the resulting Agreement.

"Within sight distance" of the lifeguard tower shall be defined as **not more than TWO HUNDRED (200) meters of linear shoreline with not more than a FIFTY (50) meter bathing limit.**

Peak season lifeguard services shall commence on March 1st and shall continue through October 31st. The City shall supply full lifeguard staffing at each of Host Beach from 10:00 a.m. until 6:00 p.m. daily.

"Shoulder season" lifeguard services shall be offered for an additional sum on November 1st and shall continue through February 28th. During Shoulder Season the City shall supply reduced lifeguard staffing (roaming coverage if appropriate) from 8:30 a.m. until 5:00 p.m. daily, or as lighting, weather, and visitor density requires.

From March 1 to October 31, Lifeguards will mobilize and rove between all towers via ATVs, as demand, equipment maintenance, and staffing coverage allows. At no time shall a tower be unscheduled or unstaffed ("within sight distance"), during the hours of coverage from March 1 to October 31. Exceptions to this requirement are during active emergency responses, rescues when one or more lifeguards are in the water and during emergency beach evacuation.

The City shall supply lifeguard staffing at each Host Beach from 10:00 a.m. until 6:00 p.m. daily, or as lighting, weather, and visitor density requires, with an additional half (.5) hour allowance for shift preparation and conclusion. Limited staff may be scheduled both prior to the season and after the season to address mobilization and de-mobilization.

The City shall ensure adequate staffing to meet educational, preventive, and response coverage at all times during the contract term. The number of lifeguards needed to adequately staff is at the determination of City. Standard staffing levels are two (2) lifeguards per tower location, except as otherwise addressed in the resulting Agreement. During peak periods or special demands, additional lifeguards may be activated at the discretion of the City.

All lifeguards employed by the City pursuant hereto must be at least 17 years of age, be able to complete an approved United States Lifesaving Association Open Water Lifeguard training course or equivalent, have participated in first responder training and possess current CPR certification through the American Safety and Health Institute (ASHI) or equivalent. Any lifeguard hired under the age of 18 shall be assigned to work with a senior lifeguard only and not allowed to work alone.

The City shall furnish and be responsible for the maintenance of the following equipment at each Host Beach:

- Lifeguard Tower
- First Aid Kit to include a pocket mask and rubber medical gloves
- Buoys
- Rescue Type Surfboard
- Lifeguard Identification
- Flag Information Signs
- A radio for each tower capable of communicating with Panama City Beach Fire dispatch center.
- ATVs will be deployed along the coastline, except as otherwise addressed in the resulting Agreement.

EXHIBIT B

CITY OF PANAMA CITY BEACH INVITATION TO PARTICIPATE IN BEACH SAFETY SERVICES PROGRAM

Located along the Gulf of Mexico in Florida's Great Northwest, Panama City Beach enjoys a population of 14,000 permanent residents and an estimated 25,000 daily visitors attracted to the "World's Most Beautiful Beaches." The City's beaches span approximately 9.1 miles along the shores of the Gulf of Mexico. Historically, the City's beaches have been enjoyed by the public for recreation, relaxation, and rejuvenation. The City's Fire and Rescue Department presently manages the City's Beach and Surf Program which provides lifeguard and beach safety services to the beach at the Russell-Fields Pier. The City desires to expand this service in partnership with private entities seeking to acquire beach safety services during the 2021, 2022 and 2023 Seasons.

The City hereby invites interested persons to apply for the provision of these services. Application packages will be received at Panama City Beach City Hall, 17007 Panama City Beach Parkway, Florida 32413, beginning on July 1, 2020, through July 31, 2020. Applications received on or after August 1, 2020 will not be considered. Applications should be presented in a sealed envelope, plainly marked on the outside **INVITATION TO PARTICIPATE IN BEACH SAFETY SERVICES PROGRAM**, and indicate the applicant's name and address. It is the sole responsibility of interested parties to ensure their application package is timely received by the City. Incomplete applications or applications submitted electronically shall be rejected. Applications may be withdrawn prior to August 1, 2020.

Information regarding the proposed Beach Safety Services Program, Rates, Agreement and Application can be obtained at the City Hall, Panama City Beach, FL 32413 between the hours of 8:00AM and 4:00PM, Monday through Friday. Inquiries and requests for further information concerning this Invitation to Participate should be directed in writing to Fire Chief Larry Couch, at lcouch@pcb.gov.

The City reserves the right to accept or reject any or all applications in whole or in part, to waive informalities in the application documents, to obtain additional applications, and to postpone the submittal deadline.

EXHIBIT C

BEACH SAFETY SERVICES AGREEMENT 2021 – 2023

THIS AGREEMENT is made this _____ day of _____, 2019, between **THE CITY OF PANAMA CITY BEACH, FLORIDA**, a political subdivision of the State of Florida, whose address is 17007 Panama City Beach Parkway, Panama City Beach, FL 32413, hereinafter referred to as the "City", and _____, a Florida, whose address is _____, hereinafter referred to as "Owner".

WHEREAS, the City's Fire Department desires to provide beach safety and education services as described in the Scope of Services attached hereto and incorporated as **Exhibit A**, and has the qualifications, experience, staff and resources to perform those services, including but not limited to advising beach and water users concerning surf conditions and safety issues and providing/coordinating rescue activities and emergency response, and

WHEREAS, the beachfront property of the Owner is available for the use and enjoyment of Owner's guests as well as for the recreational use of the public;

WHEREAS, the Owner desires to have proficient lifeguard services for the protection of beachgoers who use the water along said beachfront for swimming and other recreational purposes;

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

- 1. ENGAGEMENT OF THE CITY.** Owner hereby hires the City to provide services as defined in this Agreement (the "Beach Safety Services") on those beach areas within the East and West boundaries of the Owner's property (the "Property"), as further illustrated on the map attached hereto as Exhibit "A."
- 2. TERM.** This Agreement is effective upon execution by both parties for a 2-year term which is to end on October 1, 2022. Owner may exercise a 1 year renewal option, at its discretion, 60 days prior to the termination of this contract term. This contract may be cancelled by either party upon 90 days written notice.
- 3. COMPENSATION.** Subject to the provisions of this Agreement, the cost of the Beach Safety Service as described herein and the cost of the equipment necessary for the performance of Beach Safety Services is attached and incorporated hereto as Exhibit "B". The Parties hereby acknowledge and agree that there may be maintenance or additional equipment costs that are not

included in Exhibit "B" but may be incurred. Owner agrees to reimburse these additional costs to the City so long as they are reasonable and necessary.

a. Schedule of Payments. Upon execution of this contract, Owner shall make an initial payment equal to 50% of the capital expenses listed in Exhibit B. Thereafter, payments for each contract year shall be in eight (8) equal installments on a monthly basis and shall begin to be due and payable on February 15, 2021 and be due the first day of each subsequent month covered by the terms of the contract. For each subsequent year of the contract, monthly installment payments shall resume on February 15th. All financial obligations shall terminate on the final day of service or upon termination after notification, and any accounts due will be paid in full within 30 days

4. SCOPE OF BEACH SAFETY SERVICES. The City shall ensure adequate staffing to meet educational, preventive, and response coverage at all times during the term as follows:

- a. The City shall provide ___ lifeguard towers, and typically _____ () lifeguards, with the lifeguards serving at the same time between the tower(s). Staffing needs may call for fewer lifeguards and a Supervisory patrol during off-peak periods of the season and additional lifeguards and Supervisory staff patrol during peak periods and/or during event conditions requiring additional staff. The number of lifeguards needed to adequately staff is in the sole discretion of the City.
- b. Beach Safety Services shall commence at 10:00 a.m. on March 1, 2021, and end at 6:00 p.m., October 1, 2022, unless otherwise mutually agreed to in writing by the Parties. The same service term shall commence and end for the second-year term of 2022; as well as for 2023 if the Owner exercises its 1-year renewal option at the end of the original term ending October 1, 2022.
- c. The City will monitor persons present on the beach and swimmers within the designated lifeguard areas as defined by Exhibit "A", and educate them on the beach flag system, rip currents, surf conditions and safety issues. In addition, the City will provide and coordinate rescue activities and emergency response. The City agrees to perform its duties through public education, adoption and implementation of national lifeguard standards of training, recordkeeping and high levels of lifeguard readiness in accordance with the City Lifeguard Standard Operating Procedures.
- d. The City shall meet and maintain compliance with the United States Lifesaving Association's (USLA) guidelines for an open water lifeguard agency.

- e. The City shall provide lifeguard services including, but not limited to, patrolling and supervising beach and Gulf areas defined in Exhibit A from the assigned lifeguard tower; performing rescue and preventative actions at the beach and in the open water environment; monitoring and advising beach and water users of local, state, and federal laws, rules and ordinances that are known and may be applicable to the services rendered by City lifeguards; providing and coordinating emergency medical and water rescue activities and emergency response. All duties will be consistent with all City standard operating procedures.
- f. The City shall perform the following duties within the area defined by Exhibit A on a constant and consistent basis:
 - i. Implementing a beach safety management plan. This may include the placement of warning flags or other markers on either side of an identified rip current.
 - ii. Determining and clearly designating, on a daily basis, a safe swim area based on local surf conditions.
 - iii. Closely monitoring all aquatic users within designated areas of supervision.
 - iv. Maintaining a proactive approach to beach and water safety by advising the public, when necessary, of dangers and providing advice to best minimize risk.
 - v. Educating the public on beach safety and the beach flag warning system.
 - vi. Carrying out the rescue of any person(s) in difficulty and informing other service providers, including but not limited to, patrol members, City Fire and Rescue, and the Panama City Beach Police Department, if and when backup is required.
 - vii. Carrying out other duties such as emergency medical response and minor first aid, dry-land and in-water rescues, missing person searches, safety interventions and preventive actions as required, prevention or treatment of injury, prevention of death, minimizing risk, and maintaining public safety.
 - viii. Providing Owner with monthly written reports of incidents and Daily Activity Reports (DAR's) for required beach statistics that are consistent with the forms currently used by the City for such reports and DARs.
 - ix. Providing and promoting established Standard Operating Guidelines for the safe and efficient operations of the lifeguard service.

- x. Monitoring the condition of lifeguard equipment and reporting deficiencies and repairs needed.
 - xi. Undertaking scheduled cleaning and maintenance of surf rescue equipment and facilities on a daily, weekly and monthly basis.
- g. City employees who are acting as lifeguards under this contract shall be trained in and shall meet the USLA Open Water Lifeguard Standards. All lifeguards employed pursuant hereto must be at least 17 years of age, must be USLA Open Water Lifeguard certified, have participated in first responder training and possess current CPR certification acceptable by the Florida Department of Health. Any lifeguard hired under the age of 18 shall be assigned to work with a senior lifeguard only and not allowed to work alone. The City shall subject all lifeguards to a background check, professional references, drug screen, and physical evaluation.
- h. The City shall be responsible for training the lifeguards. However, should Owner request any additional training above the training provided by the City, which is mutually agreed upon, and if that training was outside the normal scope of duties as provided by the City, then the Owner will be required to reimburse the City for those expenses.
- i. The City shall be responsible for assuring at all times while lifeguards are on duty that one (1) lifeguard shall be on the lifeguard tower and at minimum one (1) lifeguard shall be patrolling the defined beach area. The City and its employees will act with due diligence to observe the area of their responsibility/coverage for swimmers or beachgoers in distress and will make reasonable efforts to perform first responder rescue and assistance to such persons. The City shall have the authority to close the water (fly double red flags) or close the beach when deemed necessary. Owner acknowledges that City lifeguards have an affirmative duty to attempt any and all rescues including those that may be outside the area defined in this contract. Once such duties of rescue are carried out, the lifeguard(s) shall return to their assigned area as soon as reasonably possible.
- j. All City lifeguards shall be dressed in the uniform of the City lifeguards and such uniforms shall be neat and orderly, consistent with those uniforms normally worn by City lifeguards.

5. DUTIES OF THE OWNER.

- a. **BEACH SAFETY EQUIPMENT.** Beach safety equipment, vehicle(s), lifeguard tower(s) (the "Beach Safety Equipment), and other personal property required in connection with the City's performance of this

Agreement shall be selected in the sole discretion of the City and purchased directly by the City. Once purchased, all equipment shall be the property of the City. The parties agree that Owner shall reimburse the City for any equipment, maintenance, or repair costs not included in Exhibit B within thirty (30) days of the City submission of an invoice. Beach Safety Equipment shall include, at a minimum, the following:

- i. Lifeguard tower
- ii. First Aid Kit to include a pocket mask and rubber medical gloves
- iii. Automated External Defibrillator (AED)
- iv. Buoys
- v. Rescue type surfboard
- vi. Lifeguard identification sign
- vii. Flag information sign
- viii. A radio for each Lifeguard capable of communicating with City Fire and Rescue Dispatch Center
- ix. All-Terrain Vehicle(s)
- x. Other equipment as needed and agreed upon by the Parties.

b. BEACH ACCESS. Owner acknowledges that this Agreement is intended to provide a municipal purpose to the residents, guests, and visitors of Panama City Beach. Owner agrees that the public shall be granted access to the sandy gulf beach located on the Property for customary recreational uses. Additionally, Owner grants the City the right to access all areas of the sandy gulf beach and other common areas on the Owner's property for purposes of carrying out its normal duties.

c. LIFEGUARD TOWERS. The lifeguard tower(s) will be placed at such locations mutually agreed upon by the City and Owner provided that such placement is adequate for the City's supervision of beachgoers. Should Owner object to the placement of a lifeguard tower that the City deems reasonably necessary for the provision of Beach Safety Services, the City shall require an additional tower , associated lifeguard(s), and equipment, at the Owner's expense, to accommodate the Owner's desired tower placement.

6. INSURANCE. Prior to providing lifeguard services, the City shall provide Owner proof of Public Liability and Workers Compensation insurance with limits commensurate with statutory requirements, and any Certificate of Insurance shall name Owner as an additionally insured.

7. CONTROLLING LAW AND ATTORNEY FEES.

- a. This Agreement is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Agreement shall be in Bay County, Florida.
- b. Should any litigation, notice of claim, or other adversary action or proceeding arising out of, or relating to, this Agreement be initiated by either party, in addition to any other relief that may be granted, then all reasonable litigation and collection expenses, witness fees, expert witness fees, court costs and reasonable attorneys' fees shall be paid to the prevailing party.

8. SUCCESSORS AND ASSIGNS. The City and Owner bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the City nor Owner shall assign or transfer any interest in this Agreement without the written consent of the other.

9. EXTENT OF AGREEMENT.

- a. This Agreement represents the entire and integrated agreement between the Owner and the City and supersedes all prior negotiations, representations or agreement, either written or oral.
- b. This Agreement may only be amended, supplemented, modified, changed or canceled by the agreement of both parties by a duly executed written instrument.
- c. This Agreement's Scope of Services may be amended, supplemented, changed or canceled by the agreement of both parties by a duly executed written instrument

10. SEVERABILITY. In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

11. NOTICES. Any notices to be given under this Agreement shall be given by United States Mail, addressed to the City at its address stated herein, and to the Owner at its address stated herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Witness:

Owner

By: _____ Date _____

Its:

CITY OF PANAMA CITY BEACH, FL

ATTEST:

By:

Date _____

Interim City Clerk

EXHIBIT D

BEACH SAFETY SERVICES RATE SHEET

Beach Safety Services shall be based upon the following estimate:

Personnel Costs*:

1 Tower/ Guards & Supervisor at 11 hours per day	\$64,350
Overtime due to double red flag conditions, weather, etc.	\$1,000
FICA taxes	\$5,000
Worker's compensation insurance	\$2,709
Unemployment insurance	\$1,000
Lifeguard physicals	\$851
Background and drug screens	\$392
Administration costs	<u>\$3,500</u>
Annual Personnel Costs	\$78,802

Equipment / Operating Costs*:

Radios / Communication Equipment	2,066
Rescue Boards for tower and rover	3,500
First Aid & Rescue Equipment for tower	2,750
First Aid & Rescue Equipment for Rover	2,950
Fuel, Maintenance & Repairs	1,074
Flags and signage	500
Gen Insurance	2,103
Uniforms	<u>1,680</u>
Total Recurring Equipment / Operating Costs:	\$16,623

Capital Equipment Costs for 2020*:

1 ATV with racks/emergency lights PA - Will last life of contract	\$6,950
1 Portable Lifeguard towers- Will last life of contract	\$25,000

****All purchased equipment shall at all times be and remain the property of the City of Panama City Beach****