

RESOLUTION NO. 23-111

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN ADDENDUM TO THE CITY'S BEACH SAFETY SERVICES AGREEMENT WITH RESORT HOSPITALITY ENTERPRISES, INC. RENEWING THE AGREEMENT FOR ANOTHER TERM.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Addendum to the Beach Safety Services Agreement between the City and Resort Hospitality Enterprises, Inc. relating to the City's provision of lifeguard services at the sandy gulf beach along the Boardwalk Beach Resort as more fully set forth in 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 9th day of February, 2023.

CITY OF PANAMA CITY BEACH

By: _____


Mark Sheldon, Mayor

ATTEST:



Lynne Fasone, City Clerk

ADDENDUM TO BEACH SAFETY SERVICES AGREEMENT

This Addendum (the “Addendum”) made and entered into this 9 th day of February, 2023 by and between **the City of Panama City Beach**, a municipality of the State of Florida, (the “City”), and **Resort Hospitality Enterprises, Inc.**, (the “Owner”), is made this day as an addendum to that certain Beach Safety Services Agreement (the “Agreement”) between the parties dated December 8, 2021.

RECITALS

WHEREAS, on December 8, 2021, the parties entered a Beach Safety Services Agreement wherein the City agreed to provide certain services to the Owner; and

WHEREAS, pursuant to Section 2 of the Agreement, the term of the Agreement was one year, unless the term is renewed at the election of the parties who has expressed its desire to renew the Agreement for one additional one (1) year term; and

WHEREAS, pursuant to Section 10 of the Agreement the parties desire to further modify the Agreement to better memorialize the parties’ intent and performance obligations.

NOW, THEREFORE, the parties mutually agree:

1. The Term of the Agreement is hereby renewed for an additional one-year term which shall end on October 1, 2023.

2. **Section 3 Compensation** of the Agreement is hereby amended to read:

Subject to the provisions of this Agreement, the cost of the Beach Safety Service as described herein and an inventory of the equipment necessary for the performance of **2023** 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 and approved by Owner, such approval not to be unreasonably withheld.

a. Schedule of Payments. Upon execution of this Agreement, City shall procure the equipment inventoried in Exhibit B with Owner reimbursing the City for the costs of the equipment on or before the City begins services for the 2023 term. Payments for the labor service cost for each contract year shall be in eight (8) monthly installments based upon the daily rate provided in Exhibit B and the number of days in the preceding month for which services were provided. The City shall invoice Owner on or before the tenth of each month for the preceding month for which payment shall be due the 20th day of that month. 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

3. **Section 4 Scope of Beach Safety Services** of the Agreement is hereby amended to read:

a. The City shall provide one (1) lifeguard tower, and typically two (2) lifeguards, with the lifeguards serving at the same time between the tower. 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. If the City determines that density and demand require an additional guard(s), the City shall notify Owner in advance and amend the labor charge for that day's services at a rate agreed upon by the parties.

4. Except as modified herein, the Agreement shall remain in full force and effect.

5. Capitalized terms in this Addendum shall have the same meaning ascribed to them as in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Addendum on the date first above written.

CITY OF PANAMA CITY BEACH:



By: Drew Whitman
Its: City Manager

RESORT HOSPITALITY ENTERPRISES, INC.

By: _____
Its: General Manager

Resort Hospitality Enterprises
Billing Calculation
Service date from April 6, 2023-September 6, 2023

Number of days in contract for billing (April 6-September 6)	154
Total 2023 Overall cost (as presented)	79,249.74
Less: CAPEX	-
Total personal and operating expenses	<u>79,249.74</u>
Cost per day for services	\$ 514.61



Beach Safety Proposal 2023

OPEX	Cost
L/S Duty Shirt (4)	242.00
Rash Guard L/S (4)	198.00
Duty Shorts (4)	176.00
Uniform Swimwear (4)	160.00
Rain Coats (2)	220.00
Knife (2)	204.00
Fin Belt (2)	81.00
Mask and Snorkel (2)	77.00
Fins (2 sets)	130.00
Polarized Rescue Goggles (2)	60.00
Whistle/Lanyard (2)	17.00
Sunscreen (1 gallon)	154.00
Lifeguard Tower Umbrella	165.00
Rescue Tube (2)	127.00
VHF Water Proof Radio Case (2)	95.00
Throw Signal	90.00
Float Marker	90.00
Beach Warning Flags Set	66.00
Dry Bag (2)	44.00
First Aid Kit (various items) (2)	550.00
General Insurance	2,310.00
Fuel/Maint/Repairs	1,100.00
Admin Costs	3,850.00
Employee Salary (2)	\$52,360.00
FICA (7.65%)	\$4,005.54
Workers Comp (4.5%)	\$2,356.20
Unemployment Insurance	\$1,000.00
Physical & Drug Screen (2)	\$320.00
Overtime (10% of days)	\$9,002.00
TOTAL OPEX	\$79,249.74
Year 2023 OVERALL TOTAL	\$79,249.74
Year 2024 Total OPEX (3% increase)	\$81,627.23
Year 2025 Total OPEX (3% increase)	\$84,076.05