

RESOLUTION NO. 24-42

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH DSI SECURITY SERVICES FOR PROFESSIONAL SECURITY GUARD SERVICES AT CITY PARK FACILITIES.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement with DSI Security Services for professional security guard services at City parks facilities on as "as needed" basis, at the hourly rate amount of Twenty-Five Dollars per hour (\$25.00), per security guard, in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in regular session this 14th day of December 2023.

CITY OF PANAMA CITY BEACH

By: 

Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

**PROFESSIONAL SECURITY SERVICES AGREEMENT
BETWEEN
CITY OF PANAMA CITY BEACH AND DSI SECURITY SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (“City”) and **DOTHAN SECUTIRY INC., D/B/A DSI SECURITY SERVICES**. (“Consultant”).

1. SCOPE OF PROFESSIONAL SERVICES:

Consultant shall provide security guard services to the City on an “as needed” basis to staff special event functions at City Parks facilities. The Scope of Services has been agreed to by the parties and is attached hereto and incorporated herein by reference as **Exhibit 1** (“Professional Services”). The Consultant shall perform 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 accordance with the provisions of this Agreement, applicable state codes and municipal ordinances.

2. COMPENSATION AND PAYMENT:

A. Consultant’s compensation for the services shall be Twenty-Five Dollars per hour (\$25.00/hr.) for each security guard for the Professional Services inclusive of all costs. Hourly compensation shall be determined in increments of one-tenth (1/10) of an hour.

B. 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.

C. 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) 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.

D. 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.

E. 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:

The term of this Agreement shall commence on the date of execution of this Agreement by the City and continue for a period of one (1) year. At the sole discretion of the City, this Agreement may be renewed for four (4) additional one (1) year periods.

4. CITY'S DESIGNATED REPRESENTATIVE:

It is understood and agreed that the City designates the Parks and Recreation Director or his /her designated representative to represent the City in all matters pertaining to and arising from the work and performance of this Agreement.

5. 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.

6. 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. Under no circumstances shall Consultant be entitled to profit on work not performed.

B. The 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 and shall have no further responsibility to Consultant.

7. INDEMNIFICATION:

The Consultant hereby does hold the City harmless and indemnify it for 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 law. This duty of indemnification includes the duty to pay the cost of the City's legal defense, through and including appeals. The City shall choose its legal defense team, experts and consultants and invoice the Consultant for all fees, costs, and expenses. 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.

8. 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 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.

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.

9. 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 Parks Director or his/her designee.

B. 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.

10. 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.

11. 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.

12. INDEPENDENT CONTRACTOR:

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 Council of the City of Panama City Beach. 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.

18. 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, LYNNE.FASONE@PCBFLGOV.COM, 17007 PANAMA CITY BEACH PARKWAY, 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: _____
Drew Whitman, City Manager

ATTEST:

Lynne Fasone, City Clerk

DSI SECURITY SERVICES

By: _____

WITNESS
PRINT NAME: _____

WITNESS
PRINT NAME: _____

EXHIBIT 1
SCOPE OF SERVICES

Professional security guard services at special events at City Parks facilities to be provided are as follows:

A. Guards - The Contractor shall provide properly trained and fully outfitted security guards to respond satisfactorily to the needs of the City as specified herein. Specific requirements shall include, but may not be limited to the following:

1. **Certification** - All guard personnel shall be currently certified security guard officers according to State of Florida requirements and shall possess previous security guard experience. Proof of certification must be provided to the City upon request.
2. **Uniforms** - All security guards shall wear DSI uniforms upon arrival at the premises and shall always remain in full uniform during the specified work schedule.
3. **Presence at Event** - A security guard shall always remain at the assigned premises during the special event/Parks function. During a shift the event shall not be left unattended for any reason.
4. **Communication Equipment** - Contractor shall provide a reliable method of communicating from a remote location with each security guard on duty. Communication shall be maintained at all times. Acceptable methods shall include, but are not limited to the following:
 - a. Cellular phone
 - b. Beeper/Pager
 - c. Portable radio

At any event, a security guard who is on duty shall be capable of responding to any calls for assistance received within a time period not in excess of 5 (five) minutes.

5. **Conduct** - All security guards shall refrain from conduct that is illegal and/or unethical. At all times while on duty, guards are expected to exercise good and sound judgment when dealing with the public and employees working at parks facilities. Any guards discovered to be engaging in illegal and/or unethical conduct or exercising poor judgment, in any way, while on the job shall be asked to leave the premises at once.

B. Duties - All security guards employed under this contract shall be expected to maintain the premises entrusted to them in a secure and responsible fashion. Specific duties shall include, but are not limited to, the following:

1. **Traffic Flow** – Monitor traffic entering and exiting parks facilities.

2. **Impropriety/Misbehavior** - Report all suspicious and/or illegal behavior in accordance with the law, good security practices and sound judgment. After the occurrence of any incident, the security guard shall submit a written report at the end of the shift or within (2) hours after reporting for the next day's work shift. Any members of the public attending special events not conforming to appropriate standards of behavior shall be asked to leave and be escorted from the premises by the security guard. Security and safety incidents shall be handled immediately. All incidents shall be handled jointly by the security guard and any designated staff or the Panama City Beach police.
3. **Premises Inspections** – Periodically check premises perimeters to ensure that the event is secure.
4. **Fire Alarm/Emergency Response** - The security guard shall be briefed on parks facilities building evacuation and alarm response procedures and shall provide this function while on duty. The guard shall notify the proper authorities during cases of extreme emergency and shall rely upon professional judgment prior to leaving the premises or entrusting it to others.
5. **Other** - Other specific duties may be added to or deleted from the Scope of Work as follows:
 - a. Duties may be added by the Parks Director or his/her designee via written communication to the Contractor
 - b. Duties may be added by the Parks Director or his/her designee by verbal instruction to the Contractor or security guard on duty upon his/her daily report to work.

C. General Requirements

1. The Contractor shall be responsible for providing all necessary labor, uniforms, weapons and ammunition, insurance, training, communicative devices, support services and any other items needed to provide guard services according to the various provisions of this contract.
2. The Scope of Services defined in this document may change as the need arises. The City reserves the right to adjust the Scope of Services to include, but shall not be limited to, the following:
 - a. The number of hours that security guard services are required.
 - b. The procedures by which the security guard is governed in his/her shift activities.
 - c. The number of security guards required.
 - d. The need for the security guard to be armed for certain events.
 - e. Any other conditions or requirements which may need to be revised.

3. The City shall only be responsible for payment of the unit costs indicated within this contract, for actual hours worked, and shall not be considered responsible for employee overtime, benefits, transportation, etc. An itemized invoice shall be submitted monthly for payment.

4. The City will notify Contractor in writing when security guard services are required at least seven days in advance. Contractor shall provide the necessary security guard services based on the City's request. If Contractor cannot provide the number of security guards required for the indicated dates and times, it must provide written notice to the City within twenty-four hours of the City's written request. In the event Contractor is unable to provide the requested security services, the City may obtain security services from an alternate provider.