

RESOLUTION NO. 24-130

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING MASTER SERVICE AGREEMENTS WITH OFF DUTY MANAGEMENT, INC., FOR ADMINISTRATION AND MANAGEMENT OF OFF-DUTY EMPLOYMENT OF FIRE AND POLICE DEPARTMENT PERSONNEL.

BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Master Services Agreement between the City and Off Duty Management, Inc., for the provision of administration, scheduling, and management of off-duty Police Department personnel as more fully set out in 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.
2. The appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Master Services Agreement between the City and Off Duty Management, Inc., for the provision of administration, scheduling, and management of off-duty Fire Department personnel as more fully set out in the form **attached as Exhibit B** 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 May, 2024.

CITY OF PANAMA CITY BEACH

By: [Signature]
Stuart Tettemer, Mayor

ATTEST:

[Signature]
Lynne Fasone, City Clerk



Built By Officers For Officers

Master Services Agreement

This Master Services Agreement ("Agreement") is entered into as of the Effective Date below and is between OFF DUTY MANAGEMENT, Inc., a Texas Corporation, with offices located at 1906 Avenue D, #200, Katy, Texas 77493 ("ODM" or "Contractor") and City of Panama City Beach, a Florida municipal corporation having its principal offices at 17007 Panama City Beach Pkwy, Panama City Beach, FL 32413 ("Client" or "Agency"). ODM and Client are sometimes individually referred to herein as "Party" and collectively as the "Parties."

"Effective Date"

If no date is specified, the Effective Date of this Agreement is the date of the last signature below.

"Recitals" In consideration of the reciprocal promises, covenants and agreements contained in the Agreement, and for other good and valuable consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. Services

1.1 Statements of Work and the Services.

(A) Except where expressly stated otherwise to the contrary, ODM shall perform, at its sole expense, the Services described in this Agreement, and any applicable Statements of Work (or schedules or other attached documents) that the Parties may execute from time to time during the term of this Agreement. As used in this Agreement, "Statement of Work" or "SOW" means a Statement of Work executed pursuant to this section 1.1, including all schedules, exhibits, and attachments thereto, as each may be amended from time to time and agreed to in writing by an authorized representative of the Parties. "Services" as used in this Agreement means, collectively, the services, deliverables, and functions to be provided by ODM under this Agreement. ODM shall provide the requisite staff and resources necessary to provide Client with the services described in this Agreement, and any applicable Statement of Work. ODM shall provide Client with support services for the coordination, management, and provision of its personnel related to the Client's off duty uniformed Fire Department Personnel outside employment services. ODM shall provide Client with support and administrative services specific to Customer off duty outside employment requests and assignments that include, but are not limited to scheduling, billing, payroll, and reporting.

(B) Each Statement of Work shall include a description of the Statement of Work, schedules, rates, and other specifications and terms the Parties agree are applicable to such Statement of Work. Statements of Work shall, upon execution by authorized representatives of the Parties, be deemed incorporated into this Agreement.

(C) Customer is defined as any person or entity requesting Client's off-duty Fire Department Personnel outside employment services.

Invoicing and Payment. Client acknowledges that ODM will charge Customers the Fire Department Personnel's pay rate plus an administrative fee per assignment as specified in the applicable Statement of Work and any applicable sales tax if required by any state or local taxing authority. ODM reserves the right to require Customers to either prepay or pay by credit card for the services requested, including any applicable administrative fee, and sales tax. Customer shall pay ODM's invoice(s) within thirty (30) days after the date that Customer receives such invoice(s). An overdue payment charge of 1.5% per month may be imposed by ODM on all past due, undisputed balances. Where state law mandates a lower past due payment charge, the overdue payment charge shall be lowered to the highest rate that is legally permitted. If payment of such unpaid, past due, and undisputed amounts is not promptly received in accordance with the terms hereof, then ODM will have the option to terminate services at one or more of Customer's facilities following ODM's provision of at least two (2) days' notice to Customer.

- o Credit Card Payments: For customers paying by credit or with a debit card there will be an additional 3.0% bank fee assessed.

2. Term and Termination

- 2.1 This Agreement is valid for a term of two years from the date of the most recent signature unless terminated in accordance with the terms of this Agreement. "Term" in this Agreement includes the period in addition to any applicable renewal.
- 2.2 Renewals. With the mutual written consent of the Parties, the Term of this Agreement may be renewed up to a maximum of two (2), 1-year periods. Any renewal under this subsection 2.2, will be a continuation of the same terms and conditions as set forth in this Agreement, and any applicable addendums. The contractor can adjust the current customer administrative fee based on inflationary factors up to 1.5% in conjunction with renewal. The contractor must provide no less than 30 days' written notice in conjunction with any renewal increases. This Agreement will be deemed to be renewed up to renewal limitations established in 2.2, unless either Party provides notice of intent not to renew at least 30 days prior to the renewal date.
- 2.3 Termination.
- Either party may terminate this Agreement for convenience and without cause, at any time, by giving the other party, thirty (30) days advance written notice designating the date of termination. Any notice required or permitted under this Agreement shall be sent in accordance with Section 8 of this Agreement.
- (A) Each party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach from the other party.
- (B) It is the intent of the Parties that, where allowed by law, they be placed in their respective positions immediately before their entry into this Agreement in the event of termination or expiration of this Agreement.
- 2.4 Permits and Licenses. ODM shall, at ODM's expense, obtain and maintain all necessary permits, licenses, and government approvals needed to perform its obligations under this Agreement. To the extent possible and requested by ODM, the Client shall provide reasonable assistance in obtaining permits, licenses, and government approvals.
- 2.5 Business Name. ODM shall conduct business under its own name. ODM shall not use the Client's name, nor the name of Client's Affiliates, in providing the Services.
- 2.6 Contractor's Judgment. ODM shall determine the specific time and way the Services are performed pursuant to this Agreement, and the resources that are used to perform such Services. Client shall have no authority to direct the day-to-day activities of ODM or any of ODM's employees, agents, or independent contractors (together with Contractor, the "Staff"). Client retains authority and responsibility for Fire Department Personnel behavior when working off-duty for a private entity.

3. Relationship

- 3.1 Client and ODM agree that neither party has the authority to bind or make any commitment on behalf of the other, nor are any of either party's employees entitled to any employment rights or benefits of the other party.
- 3.2 Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employer/employee relationship for any purpose.
- 3.3 Client is interested in the end results to be achieved by this Agreement, and ODM shall have full power and authority to select the means, manner, mode, and methods of performing the Services hereunder, subject to compliance with performance and quality control standards mutually agreed to.
- 3.4 ODM shall be solely responsible for paying the wages or other compensation of its Staff and all related withholding taxes, workers' compensation insurance, and other obligations pertaining to its Staff.

4. Confidential Information

- 4.1 Definition of Confidential Information. Subject to the limitations herein, any information disclosed by either Client or ODM as a "Disclosing Party" to the other party as a "Receiving Party" or otherwise learned by the Receiving Party in connection with the performance of the Services here under, and marked as "Confidential", or any information whose confidential nature is reasonably obvious from the content of the information and context of the disclosure ("Confidential Information") shall be treated by Receiving Party as confidential information of the Disclosing Party. The Confidential Information includes, but is not limited to, personal, consumer, customer, Client, or employee information; business plans, marketing information, cost estimates, forecasts, bid and proposal data, or financial data; or formulae, products, processes, procedures, programs, inventions, systems, or designs of the Disclosing Party.
- 4.2 Ownership and Use. The Receiving Party acknowledges that all Confidential Information remains the property of the Disclosing Party. Receiving Party agrees not to use any Confidential Information for any purpose except pursuant to this Agreement. The Receiving Party shall keep all Confidential Information in confidence and shall not disclose any Confidential Information to any third party. The Receiving Party shall not use any Confidential Information for any purpose other than pursuant to this Agreement. Such obligations do not apply to information which 1) is or hereafter becomes generally known, or 2) is hereafter furnished to the Receiving Party by a third party without restriction on disclosure, or 3) is subject to the Florida Public Records Law, Chapter 119 Florida Statute.
- 4.3 Protection. ODM will implement and maintain safeguards for Confidential Information sufficient to (1) ensure the security and

confidentiality of the Confidential Information, (2) protect against anticipated threats or hazards to the security or integrity of such Confidential Information, and (3) protect against unauthorized access to or use of such Confidential Information. ODM has established and will follow procedures for all employees with access to Confidential Information to protect the privacy of such information. At a minimum: (i) ODM shall not transmit Confidential Information across unsecured communication channels or wireless LANs, and shall ensure that all Confidential Information, whether in transmission or storage is secured against unauthorized access and/or distribution through encryption, authentication and robust access, distribution and replication controls; (ii) ODM shall implement security assessment tools to monitor the system resources and security controls; (iii) ODM shall implement and maintain detection and intrusion response and recovery plans for monitoring potential unauthorized access to its systems, and shall maintain regularly updated anti-virus and spyware software on all computers (laptops, desktops, servers, etc.) connected to its network; (iv) ODM shall implement and maintain security alert mechanisms to generate alerts on attempted breaches and attacks that could compromise the integrity of Confidential Information.

- 4.4 **Security.** ODM will notify Client as soon as possible in the event it believes or has reason to believe, that either a loss of Confidential Information or security breach has occurred and will provide assistance in identifying appropriate information relating to the breach.
- 4.5 **Return.** Within five days following the earlier of (i) the request of the Disclosing Party, or (ii) the expiration or termination of this Agreement, Receiving Party shall return to the Disclosing Party or destroy all Confidential Information and all related documents and materials. Such Confidential Information must be destroyed by modifying, shredding, erasing, or otherwise making the information unreadable or undecipherable.
- 4.6 **Injunctive Relief.** The parties acknowledge that the Disclosing Party may not have an adequate remedy at law in the event of any breach or threatened breach of this Agreement pertaining to the Confidential Information and intellectual property and that the Disclosing Party or its customers or suppliers may suffer irreparable injury as a result. In the event of any such breach or threatened breach, the Receiving Party hereby consents to the granting of injunctive relief without the posting by the Disclosing Party of any bond or other security.
- 4.7 **Public Records.** ODM understands and agrees that The City is a public entity subject to the Florida Public Records Law. All confidentiality provisions set forth in the contract are subject to disclosure pursuant to the Florida Public Records Law. ODM agrees to retain public records, and upon request by The City provide to The City those public records requested, which retention and access shall be pursuant to Chapter 119, Fla. Stat. A request to inspect or copy public records relating to this Contract for Services must be made directly to the City and ODM shall not release a public record in response to a request arising from anyone other than the City. To the extent ODM is "acting on behalf of the City" ODM shall be subject to the following provisions:
- (A) As required by §119.0701, Fla. Stat., ODM shall (1) Keep and maintain public records required by the City to perform the Services; (2) Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) Ensure that public records are exempt or confidential and exempt from public records disclosure requirements that are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract if the ODM does not transfer the records to the City; (4) Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the ODM or keep and maintain public records required by the City to perform the Service. If the ODM transfers all public records to the City upon completion of the Contract, the ODM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ODM keeps and maintains public records upon completion of the contract, the ODM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (B) The ODM who fails to produce the public records as required by §119.0701, Fla. Stat. may be subject to penalties pursuant to §119.10, Fla. Stat. and civil action pursuant to §119.0701(4) and such failure to produce shall be considered a material breach of this Contract by ODM. In the event of such breach, in addition to all other remedies available, ODM shall pay to The City all incidental and consequential damages arising from such breach, including attorneys' fees and costs incurred by the City in defending a public records action as well as those assessed against the City in such public records action.
- (C) The term "public record" as used in this section includes all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received pursuant to law or ordinance and in connection with the transaction of official business by or on behalf of the City. Guidance as to whether something is a "public record," whether the public record is confidential or exempt, and the applicability or implementation of the provisions of Florida public records law, may be sought from the City's City Attorney's Office or the City Clerk's Office; provided that the ODM hereby agrees that neither the City Attorney's Office nor the City Clerk's Office is providing legal or other advice to be relied upon by ODM.

IF THE ODM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ODM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AS FOLLOWS: City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32901, Telephone: 850.233.5100, Email: cityclerk@pcbfl.gov.

5. Trademarks and Intellectual Property

- 5.1 Neither party may use the other party's name, logo, trade or service marks, or similar indicia (each a "Trademark") without the other party's prior written consent. Except as expressly stated herein, each party retains all rights, title, and interest in and to its intellectual property.

5.2 ODM is, and shall be, the sole and exclusive owner of all right, title, and interest in and to all intellectual property developed and/or deployed in the performance of the Services, including any methods, systems, plans, software (including the OfficerTRAK® software), tools, and equipment.

5.3 The performance of the Services may require Client to make use of ODM's technology, such as but not limited to OfficerTRAK® software, the use of which requires the acknowledgment and agreement to the terms and conditions thereof. Client acknowledges and agrees that failure to comply with the terms of use thereof constitutes a breach of Client's obligations hereunder.

6. Warranties

6.1 ODM warrants that all Services provided hereunder shall be performed in accordance with generally accepted standards for the industry to which such Services relate. If any Service or work product does not meet the warranties set forth above, ODM will do everything necessary, without charge, to bring the Services or work product, as applicable, into compliance with such warranties in a timely manner. Client acknowledges that the furnishing of the Services provided for herein by ODM does not guarantee protection against all contingencies.

6.2 ODM warrants that it will perform and provide the Services in compliance with all policies and procedures of Client as may be provided from time to time by Client, and all laws, rules, and regulations applicable to the Services and/or Contractor in its performance and delivery of the Services. Should those laws, rules, and regulations change after the execution of this Agreement, ODM may be entitled to an equitable adjustment to this Agreement.

7. Insurance

ODM, at its own cost and expense, will maintain the following minimum insurance coverages throughout the term of this Agreement with an insurance carrier which is at least rated "A-" or "VII" by A.M. Best (or equivalent, if not rated by A.M. Best):

General Liability	\$1,000,000 Each Occurrence/\$5,000,000 Aggregate
Employer's Liability	\$1,000,000 per occurrence
Workers Compensation	State Statutory Workers Compensation Insurance
Automobile Liability	\$1,000,000 (Auto liability coverage excludes collision insurance)

A combination of primary and excess/umbrella liability policies will be acceptable to meet the limits specifically required hereunder.

All certificates of insurance shall name Client as additional insured with respect to general liability coverage and shall require that Client be provided with at least thirty (30) days advance written notice of cancellation. General Liability insurance shall cover claims for bodily injury, death, personal injury, and property damage occurring during the performance of the Services. ODM shall provide certificates of insurance to Client prior to the Agreement Effective Date, and thereafter upon the renewal of all policies to be maintained hereunder.

8. Indemnity

To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless the city, agency and its officers, officials and employees from and against any third-party Claims arising directly from or caused by the willful misconduct or negligent acts, errors, or omissions by Contractor, its employees, agents or Subcontractors in the performance of this Agreement, including injuries, death or disease to persons or damage to property. Contractor's indemnification obligation herein shall not arise where the sole negligence or willful act or omission of the Indemnified party is the cause of such Claims.

9. General Provisions

9.1 Notices. Legal Notices under this Agreement shall be in writing. Notices may be served by certified mail, postage paid with return receipt requested; by private courier, prepaid; by facsimile, or other telecommunication devices capable of transmitting or creating a written record; or personally. Mailed notices shall be deemed delivered three (3) days after mailing, properly addressed. Couriered notices shall be deemed delivered on the date that the courier represents that delivery will occur. Telecommunicated notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished. Unless a party changes its address by giving notice to the other party as provided herein, notices shall be delivered to the parties as follows:

If to ODM, to Principal Place of Business: 1906 Ave D, #200, Katy, Texas 77493; and If to Client, to:

Attn: City Manager, City Attorney, 17121 Panama City Beach Parkway, Panama City Beach, FL. 32413

9.2 Assignment and Delegation

(A) No Assignment or Delegation. Neither party may assign any of its rights or obligations under this Agreement, except with the prior written consent of the other Party. Any such assignment or delegation is prohibited under this subsection, except

for a change of control, in which instance an assignment of rights and obligations is deemed to be approved.

(B) Ramifications of Purported Assignment or Delegation. Without limiting any other remedy ODM may have against Client for such purported assignment, any purported assignment of rights or delegation of performance in violation of this section is void.

(C) Successors and Assigns. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

9.3 Governing Law/Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to principles of conflicts of law thereof. Further, the parties expressly consent to the exclusive jurisdiction and venue in the Northern District of Florida Court where the defendant Party is located or the Bay County Circuit Courts in the county in which the defendant Party is located, and if located in more than one county, in the county in which the principal offices of the defendant Party are located, and all applicable appellate courts. Accordingly, any action or proceeding brought by either party which is based on, or derives from, this Agreement will be brought to such courts.

9.4 Attorneys' Fees and Court Costs. If any suit or action arising out of or related to this Agreement is brought by any party, the prevailing party shall be entitled to apply to the courts for the recovery of any direct and reasonable costs and fees (including without limitation direct and reasonable attorney fees, the fees and costs of experts and consultants,) incurred by such party in such suit or action, including without limitation any post-trial or appellate proceeding.

9.5 Limitation of Liability. To the extent permitted by law, neither party will be liable to the other or any third party for lost profits, incidental, consequential, punitive, special, exemplary, or indirect damages of any kind, even if such party has been advised of such damages in advance or such damages were foreseeable.

9.6 Medical Malpractice. To the fullest extent permitted by law, Client will defend, indemnify, and hold harmless Off Duty Management and its personnel, officials, and employees from and against any third-party general or medical malpractice claims arising directly from any medical services, procedures, advice or first aid performed during the entire scope of any off-duty assignments administered and managed by Off Duty Management as a result of this agreement and the administration of ODM's comprehensive services on behalf of Panama City Beach Fire Rescue.

9.7 Entire Agreement. This Agreement (including, without limitation, all applicable schedules and attachments referenced in and attached to this Agreement) constitutes the final, complete, and exclusive statement of the agreement between the parties with respect to the subject matter hereof and cannot be altered, amended, or modified except in writing signed by an authorized representative of each party.

9.8 Headings. The section headings in this Agreement are included for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

9.9 Survival. The following provisions shall survive expiration or termination of the Agreement: Trademarks and Intellectual Property, Confidentiality, Warranties, Limitation of Liability, Insurance, and any other provisions that by their nature are intended to survive expiration or termination of this Agreement.

9.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. Further, each party agrees to accept telefax signature pages as originals.

9.11 Severability. If any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.

9.12 Employment Contracts. Any responsibility and/or liability regarding any employment contract between Client and any law enforcement personnel assigned to a Customer worksite shall be the exclusive responsibility and/or liability of Client and ODM shall not be a party to any such agreement. ODM will have neither responsibility nor liability in connection with or arising out of any such employment contract except to prepare checks and to pay any such employee who is a party to such a contract, in conformity with the information provided by Client. With respect to any employment contract between Client and any law enforcement personnel assigned to a Customer worksite, Client shall be acting solely on its own volition and responsibility regarding all aspects of any such contract, including but not limited to its negotiation, compliance, implementation, renewal, enforcement, and termination.

9.13 Authority. This Agreement shall be valid and enforceable only upon signature by an authorized person with authority to execute this Agreement on behalf of ODM. Any individual signing this Agreement on behalf of Client represents, warrants, and guarantees that he or she has full authority to do so. Each party represents that it has the power and actual authority to enter into this Agreement and to be bound by the conditions and terms contained herein.

9.14 Waiver. No delay or omission by a party in exercising any right or remedy under this Agreement shall operate to impair such right or remedy or be construed as a waiver thereof.

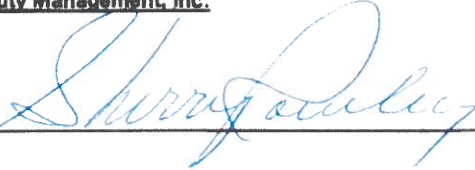
9.15 Force Majeure. Neither party shall be liable to the other party in any manner whatsoever if it is unable to perform any of its obligations under this Agreement due to any cause beyond its reasonable control including but not limited to acts of God, war

or national emergency, riots, civil commotion, terrorism, fire, explosion, flood, epidemic, acts of Government, highway authorities, telecommunications network operators or other competent authorities or interruption of, or inability in obtaining, supplies or services from third parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

Off Duty Management, Inc:

By: 

Printed Name: Sherry Rowley

Title: Chief Executive Officer

Date: 5-17-2024

Agency: City of Panama City Beach

By: 

Printed Name: Drew Whitman

Title: City Manager

Date: 5-11-24

EXHIBIT A STATEMENT OF WORK

Scope of Services

Date: April 4, 2024

Off Duty Management (ODM) will manage all external customer requests for the off-duty Fire Department Personnel outside employment (positions that require similar training and capacity as a fire fighter for Panama City Beach Fire and Rescue including fire watch, public safety, and event oversight) as of Go Live date. ODM will manage the following for the agency:

- Fire Department Personnel Payroll
- Scheduling
- Invoicing/Collections

Policies/Procedures

- ODM will comply with all applicable agency orders, rules, and policies.
- ODM will coordinate with the agency should there be any questions with a customer or assignment.
- Agency will modify existing off-duty policies to incorporate ODM management and administration.

Payroll/Rates and Fees

- Off-duty Fire Department Personnel interested in working for ODM will be required to sign up as 1099 contractors.
- Off-duty Fire Department Personnel will be paid weekly for any work completed through ODM for the prior week.

Pay Rates

Type	Hourly Rate	Notes
Firefighter/EMT	\$50	
Officer/Supervisor	\$60	

The Customer may pay more than the designated pay rates in order to provide incentive for officers to sign up for off duty assignments. Any additional rate will be negotiated with ODM and the Client on a case by case basis.

Apparatus/Equipment

Type	Hourly Rate	Notes
ATV, Jet Ski, Golf Cart, Pick-up Truck w/ Equipment	\$5	
Brush Truck	\$10	
Mass Casualty Truck and Trailer	\$25	
Fire Engine/Ladder Truck/Mobile Unified Command Vehicle	\$50	

* The holiday rate will apply to the following days: New Year's Eve., New Year's Day, MLK Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

Fire Apparatus/Equipment

- Fire Apparatus fees per chart above.
- Fire Apparatus fees will be sent to the city finance department weekly via ACH.

Customer Fees

- Fire Department Personnel hourly pay rate plus 12% ODM admin fee per hour.
- Fire Apparatus fee plus 12% ODM admin fee per hour.

Scheduling

Assignment Selection

- Assignments will be pushed out to Fire Department Personnel via OfficerTRAK® to their mobile devices once received and approved.
- Fire Department Personnel will select and works shifts on a first-come, first-served basis.

Min and max per shift work

- 4 hours minimum per request.
- Fire Department Personnel are limited to work a combined (agency/ off-duty) total of _____ hours daily (Monitored by agency).

Minimum Job Notification

- 48 hours prior to shift start required for requests.

Agency Assignment

- Requests submitted through the agency website will default to that agency in OfficerTRAK®, regardless of location.
- The following agencies will serve as backups for the agency:
 - TBD

Insurance Coverages

- ODM will provide liability and state statutory worker's compensation coverage.
- Panama City Beach will be named as primary and will be provided COI.

OfficerTRAK® Software

- Fire Department Personnel working for ODM will be required to use the OfficerTRAK® mobile app.
- Agency will be provided access to OfficerTRAK® to view ODM assignments requested through their agency.
- ODM will provide Fire Department access to OfficerTRAK® software to create and manage internal assignments only (limited to agency and city assignments). Internal assignments and ODM will be viewed by Fire Department Personnel in the same app. ODM will maintain Fire Department Personnel information for both databases.
- Fire Department will create a web page with a link to OfficerTRAK® for customers to request service online.

OfficerTRAK® Training

ODM will provide the following on-going training:

Online

- Administrators – Training guides and WebEx training
- Fire Department Personnel – Training guides and practice jobs