

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.

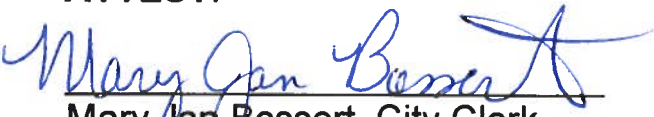
PASSED in special session this 2nd day of December, 2019.,

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 aide 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