

**AGREEMENT FOR BEACH ACCESS POINT SECURITY SERVICES  
FOR NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 12th day of October 2020, by and between the **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, hereinafter referred to as the "County", and **GIDDENS SECURITY CORPORATION**, a Florida Profit Corporation, located at 528 S. Edgewood Ave., Jacksonville, Florida 32205, hereinafter referred to as the "Vendor":

**WHEREAS**, the County desires to obtain beach security services; and

**WHEREAS**, said services are more fully described in the *Scope of Services*, Exhibit "A", which is attached hereto and made a part hereof; and

**WHEREAS**, the Vendor desires to provide beach security services as described in the *Scope of Services*, and has the qualifications, experience, staff and resources to perform those services; and

**WHEREAS**, the County, through a competitive selection process conducted in accordance with the requirements of County policy has determined that it would be in the best interest of the County to award a contract to the Vendor for the rendering of those services described in the *Scope of Services*.

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

**ARTICLE 1 - EMPLOYMENT OF VENDOR**

1.1 The County hereby agrees to engage the Vendor, and the Vendor hereby agrees to perform the services set forth in the *Scope of Services*.

**ARTICLE 2 - SCOPE OF SERVICES**

**2.1** The Vendor shall provide beach security services in accordance with the *Scope of Services* and any modification in services as may be specifically designated and agreed to by the parties. Any such modifications outside the *Scope of Services* will be in the form of a written amendment agreed upon by the parties.

### **ARTICLE 3 - THE COUNTY'S RESPONSIBILITY**

**3.1** Except as provided in the *Scope of Services*, the County's responsibilities are to furnish required information and to render approvals and decisions as necessary for the orderly progress of the Vendor's services. The County hereby designates the Public Works Director, or his/her designee, to act on the County's behalf with respect to the *Scope of Services*. The Director of Public Works, under the supervision of the County Manager, shall have complete authority to transmit instructions, receive information, interpret and define the County's policies and decisions with respect to materials, elements and systems pertinent to the Vendor's services.

### **ARTICLE 4 - TERM OF AGREEMENT**

**4.1** The term of this Agreement shall begin on the date of execution and terminate three (3) years from the date of execution. The performance period of this Agreement may be extended upon mutual contract between the Vendor and the County with no change in terms or conditions. Any extension of performance period under this provision shall be in one (1) year increments not to exceed two (2) years total. Any extension of performance period under this provision shall be in the County's best interest and sole discretion. Any agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the County and the Vendor. Annually, the hourly bill rate shall increase by the greater of three percent (3%) or the change in the Consumer Price Index (CPI).

## **ARTICLE 5 - COMPENSATION**

**5.1** The County shall pay the Vendor \$21.50 per hour for a minimum of three-hundred ninety-two (392) hours per week. All holiday rate pay, based on the County holidays, shall be in effect at the rate of 1½ times rate of pay at a cost to the County. Should a modification in duty result in the number of scheduled hours to drop below the minimum of three-hundred ninety-two (392), the hourly rate shall increase to \$25.50. Should the minimum number of hours increase, the hourly rate shall remain at \$21.50.

**5.2** The Vendor shall prepare and submit to the Director of Public Works, for approval, a monthly invoice for the services rendered under this Agreement. Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the number of hours worked. The County reserves the right to withhold payment to the Vendor for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify the Vendor if any invoice or report is found to be unacceptable and will specify the reasons therefor.

**5.3** All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

## **ARTICLE 6 - STANDARD OF CARE**

**6.1** The Vendor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a professional and pursuant to the minimum standards as outlined in *Human Resource Management*, Exhibit "B", which is attached hereto and made a part hereof.

## **ARTICLE 7 - DOCUMENTS**

7.1 The documents which comprise this Agreement between the County and the Vendor are attached hereto and made a part hereof and consist of the following:

- a. This Agreement.
- b. The *Scope of Services*, Exhibit "A".
- c. Giddens Security Corporation's *Human Resource Management* for professional armed and unarmed security officers, Exhibit "B".
- d. *General Information and Minimum Insurance Requirements*, Exhibit "C".
- e. Draft local beach ordinance, Exhibit "D".
- f. Any work authorizations, written amendments, modifications or addenda to this Agreement.

## **ARTICLE 8 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT**

8.1 The Vendor certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the county determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. The Vendor represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

## **ARTICLE 9 - INDEMNIFICATION**

9.1 The Vendor shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or

intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor, in the performance of the contract.

#### **ARTICLE 10 - INDEPENDENT CONTRACTOR**

10.1 The Vendor undertakes performance of the services as an independent contractor under this Agreement and shall be wholly responsible for the methods of performance. The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance. The Vendor shall work closely with the County in performing services under this Agreement.

#### **ARTICLE 11 – EXTENT OF AGREEMENT**

11.1 This Agreement represents the entire and integrated agreement between the County and the Vendor and supersedes all prior negotiations, representations, or agreement, either written or oral.

11.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

#### **ARTICLE 12 - COMPLIANCE WITH LAWS**

12.1 In performance of the services, the Vendor will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

#### **ARTICLE 13 - INSURANCE**

13.1 The Vendor shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by the Vendor, its employees or agents. The amounts and types of insurance shall conform to

the requirements set forth in *General Information and Minimum Insurance Requirements*, Exhibit "C", which is attached hereto and made a part hereof.

#### **ARTICLE 14 – ACCESS TO PREMISES**

**14.1** The County shall be responsible for providing access to all project sites.

#### **ARTICLE 15 - TERMINATION OF AGREEMENT**

**15.1 Termination for Convenience:** This Agreement may be terminated by the County for convenience, upon thirty (30) days of written notice to the Vendor. In such event, the Vendor shall be paid its compensation for services performed prior to the termination date. In the event that the Vendor abandons this Agreement or causes it to be terminated, the Vendor is liable to the County for any and all loss pertaining to this termination.

**15.2 Default by Vendor:** In addition to all other remedies available to the County, the County may terminate this Agreement for cause should the Vendor neglect, fail to perform, or observe any of the terms, provisions, conditions, or requirements herein contained. Prior to termination the County shall provide written notice of the specific conditions warranting default, and the County shall allow thirty (30) days for the Vendor to cure.

#### **ARTICLE 16 - NONDISCLOSURE OF PROPRIETARY INFORMATION**

**16.1** The Vendor shall consider all information provided by the County and all reports, studies, calculations, and other documentation resulting from the Vendor's performance of the services to be proprietary unless such information is available from public sources. The Vendor shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the County or in response to legal process.

## **ARTICLE 17 - UNCONTROLLABLE FORCES**

**17.1** Neither the County nor the Vendor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

**17.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

## **ARTICLE 18 - GOVERNING LAW AND VENUE**

**18.1** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Nassau County, Florida.

## **ARTICLE 19 - MISCELLANEOUS**

**19.1 Non-waiver:** A waiver by either the County or the Vendor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in

writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**19.2 Severability:** Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**19.3 PUBLIC RECORDS:**

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE Vendor HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6010, [RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE, YULEE, FLORIDA 32097. Under this Agreement, to the extent that the Vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.

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 Agreement if the Vendor does not transfer the records to the public agency.

d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**19.4** The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

## **ARTICLE 20 - SUCCESSORS AND ASSIGNS**

**20.1** The County and the Vendor each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to

the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

#### **ARTICLE 21 - CONTINGENT FEES**

**21.1** The Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### **ARTICLE 22 - OWNERSHIP OF DOCUMENTS**

**22.1** The Vendor shall be required to work in harmony to provide information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County upon completion for its use and distribution as may be deemed appropriate by the County.

#### **ARTICLE 23 – FUNDING AND TERMINATION**

**23.1** This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the Nassau County Board of County Commissioners in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

#### **ARTICLE 24 - NOTICE**

**24.1** Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person,

sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

**COUNTY:**

Megan Diehl  
Nassau County Contract Management  
96135 Nassau Place, Suite 2  
Yulee, Florida 32097  
904-530-6021  
[mdiehl@nassaucountyfl.com](mailto:mdiehl@nassaucountyfl.com)

Doug Podiak  
Director of Public Works  
45195 Musselwhite Road  
Callahan, Florida 32011  
904-530-6120  
[dpodiak@nassaucountyfl.com](mailto:dpodiak@nassaucountyfl.com)

With a copy to the County Attorney, Attention Amber Carter at:

96135 Nassau Place, Suite 6  
Yulee, Florida 32097

**Vendor:**

Adam Giddens  
Giddens Security Corporation  
528 S. Edgewood Avenue  
Jacksonville, Florida 32205  
888-844-4345  
[agiddens@giddenssecurity.com](mailto:agiddens@giddenssecurity.com)

**24.2** Notices shall be effective when received at the address specified above.

Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

**24.3** Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Vendor and the County.

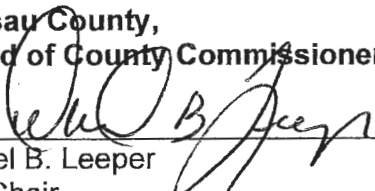
**ARTICLE 25 - DISPUTE RESOLUTION**

**25.1** The County may utilize this section, at their discretion, as to disputes regarding agreement interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the Agreement. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the Agreement, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of mediation or dispute resolution.

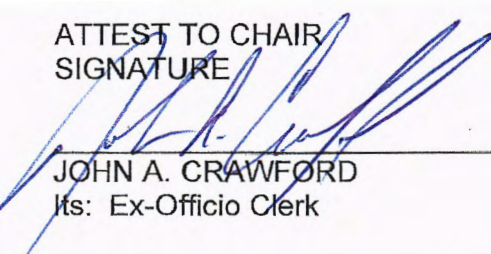
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**Nassau County,  
Board of County Commissioners**

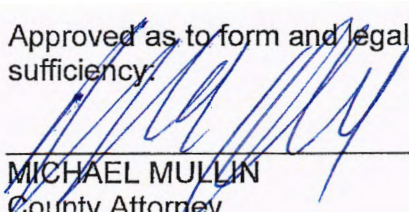
  
\_\_\_\_\_  
Daniel B. Leeper  
Its: Chair

Date: October 12, 2020

ATTEST TO CHAIR  
SIGNATURE

  
\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legal  
sufficiency:

  
\_\_\_\_\_  
MICHAEL MULLIN  
County Attorney



**EXHIBIT "A" SCOPE OF SERVICES****Purpose and Description**

Giddens Security Corporation will provide beach access point security and grounds/beach patrol for public beaches in the unincorporated area of Nassau County, Florida. Access points are located at Peters Point Beach Park [1974 S. Fletcher Ave, Fernandina Beach, Amelia Island, Florida 32034-4534], Scotts Road Beach Access [Scotts Rd. & Amelia Island Parkway Fernandina Beach, Florida 32034] and American Beach Access [Lewis St & Gregg St. Fernandina Beach, Florida 32034].

Beach park security will include all sand beachfronts, county owned walkovers and associated parking areas from the northern boundary of Nassau County and the City of Fernandina Beach (30.605378 – 81.441510) to the southern boundary of Nassau County and the State park boundary located at the south end of Amelia Island (30.526333 – 81.436154).

**Services Provided**

- The Vendor will provide unarmed security at three (3) beach access points fourteen (14) hours per day, seven (7) days per week, three-hundred sixty-five (365) days per year from 0700 to 2100 hours. The hours per day and the hours from 0700 to 2100 hours may be increased or decreased by the County.
- Staffing will include one (1) security guard per location and one (1) roving security guard to provide breaks and perform security checks throughout the beach parks.
- Personnel manning the beach access will operate out of security style kiosk approximately 4'x6'.
- One (1) roving security guard will utilize an ATV or utility vehicle that is supplied by Nassau County.
- All security personnel will be dressed in company security uniforms. Uniforms will also be subject to county approval.
- Security personnel will keep logs of activity at beach access points, as directed by the County, at all times, including beach camping registration at the security booths as required by the draft local ordinance, Exhibit "D", which is attached hereto and made a part hereof. The adopted ordinance may include new sections and the adopted ordinance shall become an Exhibit "D" to this Agreement.
- Security personnel shall perform parking lot, beach amenity and beach front security functions. Duties performed shall include, but not be limited to, identification verification, beach activity monitoring, providing visitor information to beach users, issuance of civil citations and notification to Sheriff's office as needed for assistance.
- Walking patrols of general areas may be necessary.
- May work in incimate weather conditions.
- All security personnel, in performance of their duties, shall meet the minimum standards as set forth in Exhibit "B".

**Vendor Responsibilities**

- The Vendor will provide company-owned communication equipment.

**EXHIBIT "A" SCOPE OF SERVICES**

- The Vendor shall increase personnel as needed for additional duties as required by the County. The County shall provide written notice a minimum of thirty (30) days in advance of the increased personnel.
- The Vendor must provide proof of State of Florida Unarmed Licensed Security Officer License (License D) for each security guard working the access points described above.

**Fees for Service**

- Hourly rate for services provided shall be \$21.50 per hour for a minimum of three-hundred ninety-two (392) hours per week. The minimum number of hours may be increased or decreased by the County. Should the number of hours scheduled drop below the minimum of three-hundred ninety-two (392), the hourly rate will increase to \$25.50. Should the minimum number of hours increase, the hourly rate shall remain at \$21.50.
- All holiday rate pay will be in effect at the rate of 1½ times rate of pay at a cost to the County. Eligible holidays shall be consistent with the schedule of official holidays set forth by the Nassau County Board of County Commissioners
- Nassau County may modify duty location and times for security coverage pursuant to an agreement by both parties.

## EXHIBIT "B"



528 S. Edgewood Avenue  
 Jacksonville, FL 32205  
 904.384.8071 or 1.888.844.4345  
 Fax: 904.389.9931  
 info@giddenssecurity.com

*Professional Armed and Unarmed Security Officers since 1982.*

Offices and Training Facilities: Jacksonville - Ocala - West Palm Beach - Fort Myers - Tallahassee

### Human Resource Management

Giddens Security will maintain a comprehensive personnel file on each security officer provided to perform services under the contract, no matter the length of time served. These files contain any and all relevant licenses, certifications, and educational information, testing results, disciplinary actions, physical exam results, drug screen results, employment application, proof of citizenship status, and driver's license number and expiration, as applicable. The following are current hiring standards of our company.

All security officers must meet the following minimum standards:

- ✓ State required Security Officer Licenses ("Class D" Unarmed Security Officer License and "Class G" Armed Security Officer License)
- ✓ Must be 18 years of age (21 years of age for armed officers)
- ✓ Must possess a High School Diploma or GED Certificate
- ✓ Must pass a urinalysis test showing freedom from illegal drug use, and illegal use of prescription drugs. Giddens Security has a written drug, alcohol, and other contraband policy pertaining to the use, possession, or transfer of illegal drugs, alcohol, and other contraband items.
- ✓ Must understand, speak, read, and write fluently in English in order to receive, carry-out, and provide instructions regarding proper performance of services.
- ✓ Past Employment Verification with meaningful employment history
- ✓ Professional Appearance, Demeanor, and Speech
- ✓ Giddens Security employs only individuals who may legally work in the United States – either U.S. citizens, or persons deemed a lawful permanent resident alien by the United States Citizenship and Immigration Services (USCIS) or have been authorized to work in the U.S. by the USCIS. GSC utilizes E-Verify. E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States.
- ✓ Personal Reference Check
- ✓ Driver's License Check
- ✓ Satisfactory Credit History
- ✓ Psychological Examination
- ✓ Criminal Records Background Check
  - Applicants with a history of being arrested for crimes of violence and/or found guilty of (or had adjudication withheld for) Trespassing, Breaking and Entering, Burglary, Robbery, Forgery, Criminal Mischief or Theft, Assault, Battery, Stalking, Aggravated Battery, Aggravated Assault, Sexual Battery, Kidnapping, Armed Robbery, Murder, Aggravated Stalking, Resisting an Officer with Violence are not considered for employment.
  - Applicants who have demonstrated a lack of respect for the laws of this state and the nation or who are currently in a Pre-Trial Intervention or Deferred Prosecution Program are not considered for employment.





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- Applicants will be denied employment if they have been convicted of a felony in any state or of a crime against the United States, which is designated as a felony, or convicted of an offense in any other state, territory, or country punishable by imprisonment for a term exceeding 1 year. Exceptions may be made if the applicant's Civil Rights have been restored and a period of 10 years has passed since final release from supervision. This depends on the nature of the crime and is done on a case by case basis.

**The Interview Process:** Anyone considered for employment must meet the above minimum standards as listed. All applicants must complete an employment application and be interviewed by a local regional manager. If the regional manager then wishes to hire the applicant, it must first be approved by the corporate human resources office in Jacksonville.

***Giddens Security Corporation is committed to providing the most qualified level of security officers available in the security industry.***

## EXHIBIT "C"

**GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS****COMMERCIAL GENERAL LIABILITY INSURANCE**

Contractor/Vendor shall purchase and maintain at Contractor/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000
Medical Expense Limit (any one person)	\$ 5,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

**WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**

Contractor/Vendor shall purchase and maintain at Contractor/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this contract.

The Limits of this insurance shall not be less than the following limits:

Part One - Workers' Compensation Insurance - Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two - Employer's Liability Insurance

Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

\*If leased employees are used, policy must include an Alternate Employer's Endorsement

**AUTOMOBILE LIABILITY INSURANCE**

Contractor/Vendor shall purchase and maintain at Contractor/Vendor's expense Automobile Liability insurance coverage for the life of this contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit - Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor/Vendor, insured Sub-Contractor/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Vendor or Sub-Contractor/Vendor.

Contractor/Vendor shall require each of his Sub-Contractor/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage,

Automobile Liability insurance and Professional Liability (as applicable) insurance coverage meeting the same limit and requirements as Contractor/Vendors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for Contractor/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing contract.

Certificates of Insurance and the insurance policies required for this contract shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this contract will include a provision that policies, *except Workers' Compensation and Professional Liability*, are primary and noncontributory to any insurance maintained by Contractor/Vendor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners thirty (30) days following the execution of the contract or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by SubContractor/Vendors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall include broad form contractual liability coverage for Contractor/Vendors covenants to and indemnification of the Authority under this contract

Certificates of Insurance and the insurance policies required for this contract shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Contractor/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this contract and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If Contractor/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Contractor/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by Contractor/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors liability arising out of the work performed under the Contract or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the

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Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain. Contractor/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), Contractor/Vendor or Sub-Contractor/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the contract.

EXHIBIT "D"

**DRAFT 39 – 09.28.2020**

**ORDINANCE NO. 2020-\_\_\_\_\_**

**AN ORDINANCE RESCINDING ORDINANCE 76-10, AS AMENDED; RESCINDING ORDINANCE 74-32, 82-14, 2002-31, 2003-41, 2003-42, and 2006-85; PROVIDING FOR RESTRICTIONS FOR DRIVING AND PARKING IN THE UNINCORPORATED AREAS OF THE BEACHES OF NASSAU COUNTY; PROVIDING FOR REGULATIONS AS TO USE OF THE UNINCORPORATED BEACHES; PROVIDING FOR AUTOMATIC REVIEW; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Board of County Commissioners was made aware, beginning in 2018, of problems as to usage of the beaches; and

WHEREAS, driving and parking on the beaches in the unincorporated areas of the beach is controlled by SB 1577 and the Final Judgment of the Circuit Court issued on April 28, 1992 and F.S. §161.58; and

WHEREAS, the Board of County Commissioners appointed a committee, in 2019, to receive public comment as to beach issues and suggested revisions to beach related ordinances; and

WHEREAS, the committee held approximately fifteen (15) public meetings and heard from approximately sixteen hundred (1,600) citizens and received hundreds of emails and phone calls; and

WHEREAS, the committee held additional public meetings to formulate recommendations to the Board of County Commissioners; and

WHEREAS, the Board of County Commissioners received all the comments and emails that the committee received; and

WHEREAS, the comments, included, but were not limited to, carping issues, environmental issues, overcrowding and vehicular congestion issues; and

**DRAFT 39 – 09.28.2020**

~~WHEREAS, the areas for driving and parking on the Atlantic Ocean beaches in the unincorporated areas of Nassau County are set forth in Florida Statutes, §161-58 and §1577 (Local Act) and the Final Judgment issued on April 28, 1992; and~~

WHEREAS, the Board of County Commissioners acknowledges the increased growth in Nassau County and the effect of said growth on beach usage, especially motorized use of the beach; and

WHEREAS, the Board of County Commissioners acknowledges there is limited space on the beaches to accommodate motorized vehicles; and

WHEREAS, the Board of County Commissioners acknowledges that according to the latest population estimates from the U.S. Census Bureau, Nassau County has been recognized as the fortieth (40<sup>th</sup>) fastest growing county, by percent growth, for counties in the United States with a population over ten thousand (10,000); and

WHEREAS, according to the U.S. Census Bureau, within the State of Florida, Nassau County ranked as the fifth (5<sup>th</sup>) fastest growing county from 2018-2019 (by %); and

WHEREAS, the population of Nassau County is eighty-eight thousand six hundred twenty-five (88,625) and has a growth rate over three percent (3%) per year; and

WHEREAS, the current population, projected growth and limited space for driving and parking on the beach creates issues for safe local vehicular use of the beaches and warrants the restrictions to Nassau County residents and property owners; and

WHEREAS, the Board of County Commissioners has determined that motorized vehicles allowed to access the beach should be four-wheel drive, all-wheel drive or meet the definition of Beach Buggy as defined herein for the safety and avoidance of vehicles getting “stuck” and prohibiting other motorized vehicles from accessing the beach; and

**DRAFT 39 – 09.28.2020**

**WHEREAS**, the Board of County Commissioners acknowledges that based on restrictions regarding drivers parking and camping on the beach in surrounding jurisdictions, Nassau County has experienced increasing numbers of people from out of the county driving and camping on the unincorporated areas of the beach; and

**WHEREAS**, the Board of County Commissioners acknowledges that there are threatened and endangered species on the Atlantic Ocean beaches in the unincorporated areas of Nassau County; and

**WHEREAS**, the Board of County Commissioners has determined that the County should allow operators of vehicles who have a valid United States Department of Defense United States Uniformed Services Privilege and Identification Card (a/k/a US Military ID Card) vehicular access; and

**WHEREAS**, based on the Endangered Species Act, the Board of County Commissioners, in conjunction with the City of Fernandina Beach, Florida, has agreed to pursue grant for the creation of a Habitat Conservation Plan (HCP) in order to potentially apply for an "Incidental Take Permit"; and

**WHEREAS**, based on the Endangered Species Act, certain restrictions are required between May 1<sup>st</sup> and October 31<sup>st</sup> of each year; and

**WHEREAS**, the appointed committee had, as a member, a Senior Officer of the Nassau County Sheriff's Office and the Board of County Commissioners has consulted with the Sheriff's Office and its own Facilities Department and Senior Management; and

**WHEREAS**, the Board of County Commissioners acknowledges that there is a need for new beach regulations; and

**DRAFT 39 – 09.28.2020**

~~WHEREAS, the Board of County Commissioners has initially determined that the motorized vehicle restrictions as to Nassau County residents and property owners only may be temporary; and~~

WHEREAS, the Board of County Commissioners has determined that based upon limited areas of motorized driving and parking areas on the beach and the safety of beach users, motorized vehicle use should be restricted to Nassau County residents and owners, only; and,

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WHEREAS, the Board of County Commissioners has determined that the only area for primitive camping is the Burney Park parking area; and

WHEREAS, the Board of County Commissioners and the State of Florida are currently under a State of Emergency due to COVID-19; and

WHEREAS, the County may issue orders, pursuant to the State of Emergency, that may affect provisions of this Ordinance; and

WHEREAS, the Board of County Commissioners acknowledges that these regulations are necessary to ensure the viability of beach uses for Nassau County citizens.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Nassau County, Florida, that:

**SECTION 1. MOTORIZED VEHICLES ON THE ATLANTIC OCEAN BEACHES.**

1. **INTENT.** It is the intent of this Section to provide, for Nassau County residents and property owners, the customary use of motorized vehicles on the Atlantic Ocean beaches in the unincorporated areas of Nassau County, subject to the provisions of Florida Statutes §161.58, Senate Bill 1577 and the Final Judgment dated April 28, 1992. Due to increased growth in Nassau County and limited driving and parking areas on the beach, this Ordinance provides for motorized vehicles to be restricted to Nassau



**DRAFT 39 – 09.28.2020**

County residents and property owners only with exceptions stated herein. County beach parking areas are open for any individual to park and utilize the beaches in the unincorporated areas.

2. The parking and driving areas for motorized vehicles on the Atlantic Ocean beaches in the unincorporated areas of Nassau County are as follows:

- a. The Peters Point Road intersection with the beach area north to the city limits of Fernandina Beach. The no parking area within this boundary is depicted on Exhibit "A" attached hereto and made a part hereof;
- b. The Lewis Street intersection with the beach area north to the developed resort area parcel and south to the developed resort area parcel. The no parking area within this boundary is depicted on Exhibit "B" attached hereto and made a part hereof;
- c. The southerly end of Amelia Island from the Nassau Sound side to the developed resort area parcel on the Atlantic Ocean side;
- d. Scott Road intersection with the beach area; and
- e. In the event the access at the south end is closed to public use by any state or federal law or regulation (and for so long as such access is closed), access to the parking areas permitted by Section 1(3)(c) of Senate Bill 1577 will be permitted from the Lewis Street access south to the southerly end of Amelia Island. In addition, in the event any state or federal law or regulation closes or limits the access at the south end of any part of a twenty-four (24) hour period, then during such time, access to the south end will be permitted from the Lewis Street south (unless such closure or limitation is applicable to all the beaches

**DRAFT 39 – 09.28.2020**

under the jurisdiction of Nassau County), in accordance with the provisions of Senate Bill 1577.

3. ~~Commencing July 29, 2020, and until December 31, 2020, m~~ Motorized vehicles, on the Atlantic Ocean beaches, in the unincorporated areas, are restricted to Nassau County residents and property owners only, subject to exceptions set forth in Section I, Paragraph 6 herein. An occupant of the motorized vehicle entering the beach access areas shall produce at least one of the following: (1) a valid Florida Department of Highway Safety and Motor Vehicles Driver's License, (2) a valid Florida Department of Highway Safety and Motor Vehicles Identification Card or (3) a Nassau County Property Owner's Identification Card created by the Nassau County Tax Collector. The Florida Department of Highway Safety and Motor Vehicles Driver's License, Florida Department of Highway Safety Motor Vehicles Identification Card or Nassau County Property Owner's Identification Card shall be produced to the individual in the kiosk at the entrance to the beach access area. The name on the Florida Department of Highway Safety and Motor Vehicles Driver's License, Florida Department of Highway Safety and Motor Vehicles Identification Card, or Nassau County Property Owner's Identification Card and vehicle make, model and description shall be recorded on a daily log maintained by the attendant at such kiosk. Each vehicle will receive a pass to be prominently displayed on the dashboard at all times while the vehicle is on the beach. Motorized vehicles that do not contain a Nassau County resident or property owner, as set forth herein, or meet the exceptions in Section I, Paragraph 6 herein, shall be parked in the parking lots at Peter's Point, Scott Road, Burney Park or the Dunes Club parking area on the south end of Amelia Island.

**DRAFT 39 – 09.28.2020**

- 4. An occupant of a motorized vehicle entering the beach access point referenced in Section 1(2)(c), shall be subject to the rules set forth by the Amelia Island State Park.
- 5. The exceptions to the Nassau County resident restrictions, set forth in Section 1(3) are:
  - a. For operators of vehicles who have a valid United States Department of Defense United States Uniformed Services Privilege and Identification Card (a/k/a U.S. Military ID Card). The operator must provide said Identification Card to the kiosk operator who will record the name and license plate information and issue a pass; and
  - b. Operators or occupants of the motor vehicle that have a valid Department of Highway Safety and Motor Vehicles disability parking placard that hangs on the rear-view mirror shall produce said placard to the kiosk operator who will record the name and license plate information and issue a pass.

~~6. The Board of County Commissioners for Nassau County shall review the Nassau County residents and property owners only restriction on or before December 31, 2020 and determine, at an advertised hearing, to extend or not extend the restriction.~~

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~~7.6. Based on the Endangered Species Act, no motorized vehicles shall be allowed on the Atlantic Ocean beaches between the hours of 9:01 pm and 6:59 am from May 1<sup>st</sup> of each year 2020 through October 31<sup>st</sup> of each year 2020. The Board of County Commissioners shall, at an advertised public hearing, determine the rules and regulations for motorized vehicles from January 1, 2021 through April 30, 2021 and each year outside the May 1<sup>st</sup> through October 31<sup>st</sup> period. The Amelia Island State Park access and portions of the beach controlled by Amelia Island State Park are subject to their rules and regulations.~~

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**DRAFT 39 – 09.28.2020**

~~8.7. Vehicle parking and driving areas may be designated by ropes and markers and may be changed daily are set forth in Exhibit "A" and "B" attached hereto and shall be designated by physical markers and may be changed daily based on tidal and weather conditions.~~ All motorized vehicles shall operate and park within the designated vehicle parking and driving areas. Failure to operate vehicles and park within the designated areas will subject the operator to a citation and revocation of the pass issued at the kiosk. The revocation shall require the vehicle to be removed from the beach. The portions of the beach controlled by Amelia Island State Park are subject to their rules and regulations. Failure to remove the vehicle shall be considered a trespass and subject the violator to a second-degree misdemeanor punishable by sixty (60) days in the County Jail and/or a \$500.00 fine.

9.8. The speed limit for motorized vehicles shall be ten (10) miles per hour (MPH).

10.9. A vehicle allowed on the Atlantic Ocean beaches shall be four-wheel drive, all-wheel drive or meet the definition of Beach Buggy as defined herein. Except for official use vehicles as designated by Nassau County, no ATVs, scooters, dirt bikes, motorcycles, or similar motorized vehicles shall enter the beach or operate on the beach. The portions of the beach controlled by Amelia Island State Park are subject to their rules and regulations.

11.10. Receipt of a vehicle pass, issued by Nassau County, subjects any vehicle to a search and a search of any cooler in the vehicle or trunk and confiscation of any alcoholic beverage. If a driver does not consent to a search, a pass will not be issued, and the vehicle cannot park or drive on the beach.

**SECTION 2. CAMPING ON THE BEACH.**

**DRAFT 39 – 09.28.2020**

1. Based on the Endangered Species Act, no camping shall be allowed on the Atlantic Ocean beaches in the unincorporated areas of Nassau County between May 1<sup>st</sup> of each year through October 31<sup>st</sup> of each year, except as set forth in Section 2, Paragraph 2, herein. The portions of the beach controlled by Amelia Island State Park are subject to their rules and regulations.
  
2. Beach camping, on the Atlantic Ocean beaches in the unincorporated areas of Nassau County, between November 1<sup>st</sup> and ~~April 30<sup>th</sup>~~ December 31<sup>st</sup> 2020 of each year shall ~~not be permitted or allowed~~ be determined, by the Board of County Commissioners, at an advertised hearing on or before October 31, 2020. The Board of County Commissioners shall determine, at an advertised public hearing on or before December 31, 2020, the rules and regulations for beach camping for January 1, 2021 through April 30, 2021 and camping outside May 1<sup>st</sup> through December 31<sup>st</sup> of each year. The portions of the beach controlled by Amelia Island State Park are subject to their rules and regulations,
  
3. A violation of this section shall subject the violator to an order to leave the beach. Should the violator fail to leave, the violator shall be considered a trespasser and shall subject the trespasser to a penalty of a second-degree misdemeanor punishable by a \$500 fine and/or sixty (60) days in jail.

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**SECTION 3. PRIMITIVE GROUP CAMPING ON OFF BEACH AREA.**

Primitive Group Camping, as defined herein, may occur twelve (12) months per year, within the Burney Park parking area; subject to the following:

1. Group camping eligibility:

**DRAFT 39 – 09.28.2020**

- a. A group camping permit is only available to active non-profit organization(s) registered in Florida.
- b. A group shall be no less than ten (10) individuals and no more than thirty (30) individuals.

2. Process and Limits of Group Camping:

- a. Each group must obtain a group camping permit through the Nassau County Public Works Department. The permit and application forms shall be prepared by the Public Works Director and approved by the County Manager.
- b. A fully completed group camping permit application, including all required back-up documentation, must be submitted to Nassau County Public Works Department for review at least thirty (30) calendar days prior to the desired date that the camping event is to take place.
- c. Each group is limited to two (2) camping events per calendar year. The events shall not be consecutive.
- d. No more than one group camping permit will be issued for the same day(s).
- e. Group camping permits shall be limited to no more than three (3) consecutive nights.
- f. Group camping shall be limited to the specified locations, in the Burney Park parking area, approved as part of the group camping permit application. The specified location may be changed by Nassau County Public Works Director or designee, based on environmental and natural conditions.
- g. Each group shall be required to provide a cleaning bond/deposit in the amount of ~~five~~two-hundred, fifty dollars (~~\$500~~250.00) for the three (3) day permit. The

**DRAFT 39 – 09.28.2020**

bond/deposit shall be in the form of cash, cashier's check, or bond acceptable by the County Manager. The bond/deposit shall be held to ensure the camping area is properly cleaned and restored to the pre-group camping event. Upon inspection by Nassau County, the bond/deposit, or a portion thereof, may be released. If the County determines that the area is not cleaned or restored to the condition before camping, the applicant will be notified. In the event there is a dispute as to the retention of the deposit or bond, the County Manager will meet with both sides and render a decision.

- h. The County Manager may establish a permit fee for group beach camping.
- i. The group representative and each individual camping at the property shall register and execute an indemnification and hold harmless agreement provided by the County.
- j. Due to parking limitations, camping shall not be permitted on Memorial Day, the Fourth of July or Labor Day, or within five (5) days of Memorial Day, the Fourth of July or Labor Day.
- k. Due to parking limitations, the Nassau County Public Works Director or designee has the authority to prohibit camping within Burney Park, at other times of the year as demand for parking dictates and for park maintenance. Signs shall be erected that provide information to the ~~public~~ prohibition.

3. Standards for Camping:

- a. The location of tents shall be set forth in the permit.
- b. Each Group Camping Permit is limited to erection of no more than twenty (20) tents per night.

**DRAFT 39 – 09.28.2020**

- c. The use of generators of any type are prohibited.
- d. Temporary latrines, tent “out-houses”, portable pop-up tent camping toilet, portable shower or latrine tents, makeshift privies, or similar structures/apparatus, no matter the name, which is utilized to provide privacy for changing cloths, urinating, defecating or other similar activity is prohibited.
- e. Alcoholic beverages are prohibited.
- f. Between the hours of 11:00 pm and 6:00 am electrically amplified music shall be prohibited. This includes, but is not limited to, music played through a vehicle radio, a non-vehicle radio, a phone, computer or other electronic device, a speaker of any type, or other similar apparatus.
- ~~f.g. If the County Manager determines the application is not complete or does not contain the requisite information and the applicant, after a meeting with the County Manager, disagrees with the final determination, the applicant can appeal the decision to the Board of County Commissioners.~~

4. Enforcement:

- a. Violation of any regulations governing camping may result in the revocation of the camping permit. If the permit is revoked, the applicant and all of the campers must vacate the park. Failure to vacate the park will be considered a trespass and a violation is a second-degree misdemeanor punishable by a five-hundred dollars (\$500) fine or sixty (60) days in jail.
- b. Civil citations that include a two-hundred fifty dollars (\$250) fine may also be issued for violations of these regulations by the County security agents.



**DRAFT 39 – 09.28.2020**

- c. The Sheriff's Department may issue citations for a violation of this Ordinance and County designated security shall have the authority to revoke any camping permit for a violation of this Ordinance.
- 5. Group applicant shall provide the following:
  - a. The name and address of the organization, the address and executive officer or group leader;
  - b. A copy of a driver's license or State identification card; and
  - c. The name and address of each individual in the group; and
  - d. Documentation demonstrating non-profit status; and
  - ~~e. Name, address and driver's license or State identification card of Nassau County resident property owner sponsoring the group camping event; and~~
  - ~~f. A copy of the required insurance certificate; and~~
  - g. The location of the tents.

**SECTION 4. REGULATED FIRES ON THE BEACH.**

Fires are regulated pursuant to the provisions of this Section.

- 1. No fires shall be permitted between the dates of May 1<sup>st</sup> through October 31<sup>st</sup> of each year.
- 2. Fires, outside of those dates, shall be allowed subject to the following:
  - a. No fires allowed in the dunes or areas outside the designated areas for vehicles.
  - b. The use of wood containing nails, staples, rivets, fasteners, straps or similar items is prohibited.

**DRAFT 39 – 09.28.2020**

- c. No fire area shall be vacated or left without completely extinguishing the fire and covering up the fire area.
3. A violation of the provisions in this section shall subject the violator to an order to leave the beach. Should the violator fail to leave, the violator shall be considered a trespasser and shall subject the trespasser to a penalty of a second degree-misdemeanor punishable by a five hundred dollars (\$500) fine and/or sixty (60) days in jail.

**SECTION 5. ALCOHOL.**

1. It shall be prohibited for any person on the beach or in the beach parking area to possess any sealed or open container containing any type of alcoholic beverage and consumption of any type of alcoholic beverage is prohibited.
2. A violation of the provisions in this section shall subject the violator to an order to leave the beach and shall subject the violator to the issuance of a citation with a penalty of a second degree-misdemeanor punishable by a five-hundred dollars (\$500) fine or sixty (60) days in jail.

**SECTION 6. GLASS CONTAINERS.**

1. It shall be unlawful for any person, while on the beach or in the beach parking area, to possess or utilize any glass bottle or container outside the confines of a vehicle.
2. A violation of this provision may subject the violator to a civil citation with a fine of one-hundred dollars (\$100). Said citation may be issued by the County security agent.

**SECTION 7. LITTER.**

**DRAFT 39 – 09.28.2020**

1. It shall be prohibited for any person on the beach or beach parking areas to discard or otherwise dispose of or abandon any trash, garbage, bottles, containers, cans, or any other litter, except in designated containers for that purpose.
2. A violation of this provision may subject the violator to a civil citation with a fine of one-hundred dollars (\$100). Said citation may be issued by the County security agent.

**SECTION 8. AUTHORITY TO CLOSE OR RESTRICT USE OF THE BEACH AND OCEAN.**

The County Manager or the Sheriff shall have the authority, in case of weather conditions or other like conditions that affect public safety, to declare that the public safety is at risk and temporarily close the entire beach, or portions of the beach, and the waters of the Atlantic Ocean for use by the public. Any closure shall be properly noticed as determined by the County Manager or Sheriff.

**SECTION 9. SOUND AMPLIFICATION.**

No audio device, including vehicle audio devices or similar electronic devices, such as loudspeakers, televisions, audio compact disc, tape or musical instrument, except equipment used by law enforcement, rescue or County security agents shall be used on the beach or in the beach parking areas in a manner:

1. That is plainly audible at a distance fifty (50) feet or more from the source. Said determination to be made by a County security agent. A determination by a County security agent of a violation shall cause the issuance of a civil citation and confiscation of the equipment. The civil citation shall be in the amount of one-hundred fifty dollars

**DRAFT 39 – 09.28.2020**

(\$150) and shall provide for a court appearance if the citation is not paid within thirty (30) days of issuance.

2. Between the hours of 11:00 pm and 6:00 am, no electronically amplified music shall be allowed on the beach or in the beach parking areas. A determination by a County security agent of a violation shall cause the issuance of a citation and confiscation of the equipment. The civil citation shall be in the amount of one-hundred fifty dollars (\$150) and shall provide for a court appearance if the citation is not paid within thirty (30) days of issuance.
3. A violation of the provisions of this section may subject the violator to an order to leave the beach. Should the violator fail to leave, the violator shall be considered a trespasser and shall be subject to a penalty of a second-degree misdemeanor punishable by a five-hundred dollars (\$500) fine and/or sixty (60) days in jail.

**SECTION 10. BEACHFRONT PARKING AREAS.**

1. The beachfront parking areas are:
  - a. Peter's Point.
  - b. Scott Road.
  - c. Burney Park.
  - d. South End parking area known as the "Dunes Club" parking area.
2. Vehicles, campers, recreational vehicles, fifth wheels, tractor trailers or truck and trailers shall be permitted in the beach parking areas subject to the following:
  - a. No vehicles, campers, recreational vehicles, fifth wheels, tractor trailers, trucks or truck trailers shall utilize more than one designated parking spot. The failure to park in one designated parking spot shall be considered a violation and

**DRAFT 39 – 09.28.2020**

subject the operator or owner to a civil citation and removal, by towing, of the vehicle from one of the aforementioned parking areas. Failure to remove the vehicle shall constitute a trespass and is a second-degree misdemeanor. The operator or owner shall be responsible for towing charges, including impoundment charges.

- b. Campers, recreational vehicles, fifth wheels, tractor trailers, truck tractors or trucks with trailers shall not be allowed in the parking lot areas after 9:00 pm and before 6:00 am. Truck tractors utilized for the Concourse de Elegance may be allowed, outside the hours, pursuant to a permit issued by the County Manager's office. The County Manager shall prepare the form for the permit and the permit must be displayed to a Law Enforcement Officer or County security agent upon request and the failure to do so will be deemed a violation of the ordinance and may subject the individual and truck tractor to removal from the lot. Failure to remove the vehicle shall constitute a trespass pursuant to Florida Statute and is a second-degree misdemeanor. In addition, the truck tractor is subject to being towed and the owner operator shall be liable for all costs associated with the towing and impoundment.
- c. Campers, recreational vehicles, fifth wheels, tractor trailers, or trucks with trailers that remain after 9:00 pm or come onto the property before 6:00 am, will subject the owner/operator to a citation and/or removal of the camper, recreational vehicle, fifth wheel, tractor trailer or truck with trailer from the parking lot and failure to vacate shall constitute a trespass and is a second-degree misdemeanor. The County designated security officers or Deputy

**DRAFT 39 – 09.28.2020**

Sheriff shall have the authority to have the described vehicle towed at the operator's/owner's expense. The vehicle owner/operator shall be responsible for impound charges.

d. Camping in the beachfront parking areas is prohibited except for group primitive camping at Burney Park. Anyone camping in the beachfront parking areas shall be considered a violation and shall subject the violator to an order to leave the beach. Should the violator fail to leave, the violator shall be considered a trespasser and shall be subject to a penalty of a second-degree misdemeanor punishable by a five-hundred dollars (\$500) fine or sixty (60) days in jail.

e. Commercial activities of any type are prohibited in the beachfront parking areas. Commercial activities shall include, but are not limited to, the sale of items or rental of items. Anyone engaging in commercial activities is subject to an order to leave the beach. Should the violator fail to leave, the violator shall be considered a trespasser and shall be subject to a penalty of a second-degree misdemeanor punishable by a five-hundred dollars (\$500) fine or sixty (60) days in jail.

e.f. ~~Vehicles, as defined herein, may park in the beachfront parking areas twenty-four (24) hours per day, except during the hours of 3:00 a.m. and 4:00 a.m. for cleaning or other official duties.~~

**SECTION 11. HORSES**

1. Horse trailer parking is on a first come first serve basis and is limited to the designated grass parking area in the Peters Point beachfront park. This applies to both commercial

**DRAFT 39 – 09.28.2020**

and non-commercial horse trailers. There is no guarantee that any entity, individual, or group will have space to park. There shall be no more than three (3) horse trailers parked in the designated grass parking area in the Peters Point beachfront park at any given time.

2. Horse trailer parking is prohibited at Burney Park, Scott Road Beach Access, the Dunes Club Beach Access and the American Beach/Evan's Rendezvous grass parking areas.
3. Horses are allowed on the unincorporated beach areas of Nassau County subject to the following:
  - a. No horses are allowed in the dunes.
  - b. Horses shall be under control of the rider at all times.
  - c. Horses shall not be allowed in the shelter areas in the beach parking locations or in the public showers.
  - d. Horses must be equipped with a manure catch bag. Manure is not to be discarded into the ocean or on the beach.
  - e. Horseback riding is only allowed after sunrise and before sunset from November 1<sup>st</sup> of each year until April 30<sup>th</sup> of each year.
  - f. Horses are not permitted in the water or "slew" areas.
  - g. Shall have documentation of negative Coggin's test for all horses in the horse trailer or vehicle pulling the horse trailer and be available for inspection by Nassau County upon request. No horse trailer or horses shall enter the Peters Point park without such documentation.
  - h. Between the dates of May 1<sup>st</sup> and November 1<sup>st</sup>, horses are prohibited on the beach between the hours of 9:00 pm and 7:00 am each day.

**DRAFT 39 – 09.28.2020**

- i. Horses shall use the designated vehicle travel lanes established at the Peters Point beach access to access the beach. Horses shall not be ridden in the areas where vehicles are prohibited.

**4. ENFORCEMENT.**

- a. Failure to park the horse trailer in the designated area is a violation and may result in removal of the horse trailer and vehicle. Failure to remove the horse trailer and vehicle constitutes a trespass. This subjects the owner/operator to a second-degree misdemeanor which is punishable by a five-hundred dollars (\$500) fine or sixty (60) days in jail. In addition, any horse trailer and vehicle parked outside of the designated area may be subject to being towed at the owner/operator's expense. The owner/operator shall assume all towing costs and storage fees.
- b. Parking a horse trailer and vehicle in the Burney Park, Scott Road Beach Access, the Dunes Club Beach Access and the American Beach/Evan's Rendezvous grass parking areas shall subject the vehicle and horse trailer to being towed at the owner/operator's expense. The owner/operator shall assume all towing costs and storage fees.
- c. Violation of the provisions in Paragraph 4 shall subject the rider to removal from the Atlantic Ocean beach areas. Failure of the rider(s) to remove themselves and the horse(s) constitutes a trespass which subjects the rider(s) to a second-degree misdemeanor which is punishable by a five-hundred dollars (\$500) fine or sixty (60) days in jail.

**SECTION 12. DOGS.**



**DRAFT 39 – 09.28.2020**

1. Dogs may be permitted on the Atlantic Ocean beaches but must be under leash at all times and the owners shall not permit dogs to be at large. Owners shall remove and properly dispose of dog's litter from beach.
2. A violation of this provision may subject the violator to a civil citation with a fine of one-hundred dollars (\$100). Said citation may be issued by the County security agent.

**SECTION 13. DEFINITIONS.**

1. ALCOHOLIC BEVERAGE - A beverage containing more than one percent (1%) of alcohol by weight.
2. BEACH - The sandy wet and dry portions of the Atlantic Ocean beach within the unincorporated areas of Nassau County.
3. BEACH BUGGY - A Volkswagen, parts-based, two-wheel drive motor vehicle with specialty tires modified for use on sand beaches.
4. BEACH SECURITY AGENT - A security agent authorized by the Board of County Commissioners to patrol and enforce all beach related non-criminal county and parking ordinances pertaining to the beach code.
5. CAMPER - Recreational vehicle-type units primarily designed as temporary living quarters for recreational, camping or travel use, which either have their own motor power or are mounted on or drawn by another vehicle. This includes travel trailers, camping trailer, truck campers, motor homes, private motor coaches, van conversions, fifth wheel trailers, or park trailers, and all are further defined in Florida Statutes, §320.01.
6. DUNE - A mound, bluff or ridge of loose sediment, usually sand-sized sediment, lying upland of the beach and deposited by any natural or artificial mechanism, which

**DRAFT 39 – 09.28.2020**

may be bare or covered with vegetation, and is subject to fluctuations in configuration and location. In the absence of a discernible dune, the seaward boundary of a dune will be deemed to be the line of native vegetation.

7. LITTER - Any garbage, rubbish, trash, refuse, can, bottle, container, paper materials or similar materials.
8. LITTERING - The throwing, discarding, placing or depositing of litter in any manner, outside of trash receptacles, on the Atlantic Ocean beaches and County owned or controlled oceanfront parks.
9. MOTOR VEHICLE - Shall include: Automobiles, motorcycles, mopeds, motor trucks, trailers, semi-trailers, tractor trailer combinations, recreational vehicle-type units including travel trailers, camping trailers, truck campers and motor homes, wind powered vehicles, and all other vehicles used as a means of transporting persons or property and propelled by other than muscular power.
10. PRIMITIVE CAMPING - Erection of a shelter (tent) for the purpose of sleeping; or lying upon a bedroll, blanket, or other protective garb for the purpose of sleeping.
11. TRUCK TRACTOR - A motor vehicle which has four or more wheels and is designed and equipped with a fifth wheel for the primary purpose of drawing a semi-trailer that is attached or coupled thereto by means of such a fifth wheel and which has no provision for carrying loads independently pursuant to Florida Statutes, §320.01(11).