

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF
FERNANDINA BEACH AND THE NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS FOR REIMBURSEMENT FOR BEACH
AND BEACH PARK RESTROOM CLEANING**

THIS INTERLOCAL AGREEMENT is made by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as the "County") and the **CITY OF FERNANDINA BEACH**, a municipal corporation organized under the laws of the State of Florida, located at 204 Ash Street, Fernandina Beach, FL 32034 (hereinafter referred to as "City")(collectively the "Parties").

RECITALS:

WHEREAS, the County, upon the recommendation of the Amelia Island Tourist Development Council (hereinafter referred to as "AITDC") currently provides for the cleaning of beaches, including trash removal, and beach park restroom shower and cleaning services (collectively the "Services") using Tourism Development Tax ("TDT"); and

WHEREAS, the Parties desire to maintain such Services through the current fiscal year 2022/23 and into future fiscal years as funding permits from TDT and as approved in the annual AITDC budget with certain expenses for the Services to be contracted directly by the County or the City; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement to provide for the payment for such Services from TDT through either direct payment to vendors as may be contracted through the County or as a financial aid contribution to the City for certain contracted vendor expenses; and

WHEREAS, the County has contracted with Vendor, Beach Rakers, to provide beach cleaning services within City limits and for the beaches within unincorporated Amelia Island; and

WHEREAS, the County's contract with Beach Rakers totals \$360,000 (\$187,200 (52%) for beaches within unincorporated County and \$172,800 (48%) for beaches within City limits), and said amount may be adjusted annually based upon the County's approved budget and the contract terms; and

WHEREAS, in addition, the County has contracted with Vendor, Sea Bandits, for restroom and shower cleaning services in the amount of \$125,000 (\$75,000 (60%) for County parks and \$50,000 (40%) for City parks), which may be adjusted annually based upon the County's approved budget and the contract terms; and

WHEREAS, the City has agreed to provide trash services at the beaches within the City limits including the provision of roll off containers and trash bins and the payment of associated trash tipping fees; and

WHEREAS, the City currently contracts for trash services and roll off bins in the amount of \$89,000; and

WHEREAS, the County has agreed to process eligible reimbursement costs, not to exceed \$40,000 for roll off bins and tipping fees (which may be adjusted annually based on price increases and approved budget) and \$49,000 for trash bins, incurred by the City for trash services within City limits from TDT; and

WHEREAS, the County finds that the use of TDT for the provision of cleaning and the maintenance of the beaches is an expenditure permitted under Section 125.0104(5)(a)5., Florida Statutes; and

WHEREAS, this Interlocal Agreement is authorized pursuant to Section 125.01(1)(p), Florida Statutes and Section 163.01, Florida Statutes.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1. RECITALS.

1.1 The above recitals are incorporated into this Interlocal Agreement and are adopted as findings of fact.

SECTION 2. AUTHORITY.

2.1 This Interlocal Agreement is entered into pursuant to the Florida Interlocal Cooperation Act, Section 163.01, Florida Statutes, and pursuant to the constitutional and statutory powers of the County and the City.

SECTION 3. CITY'S OBLIGATIONS.

3.1 The City shall provide trash removal and roll off bins for trash removal for beaches within City limits and. The City agrees to provide quarterly invoices to the County for review and potential reimbursement from TDT dollars.

SECTION 4. COUNTY'S OBLIGATIONS.

4.1 The County shall provide contracted services for cleaning beaches within City limits and unincorporated beaches of Amelia Island and for beach park restroom and shower cleaning. The County, through the AITDC, will also provide the supplies for the beach park restrooms, including the provision of soap, paper towels, and toilet paper.

SECTION 5. TERM.

5.1 This Interlocal Agreement shall commence and be effective upon its approval and execution by the elected bodies of both the County and the City and filing with the Clerk of the Circuit Court in and for Nassau County, Florida. This Interlocal Agreement shall be in effect until terminated or amended as described in Section 7. Termination/Revision of Agreement.

SECTION 6. PAYMENT.

6.1The Parties agree that all payments made under this Agreement by the County to the City

shall be on a reimbursement basis for eligible expenses as determined by the County in the County's sole discretion. The Parties further agree that all payments shall be subject to the available budget as determined by the County in the County's sole discretion.

SECTION 7. TERMINATION/MODIFICATIONS TO INTERLOCAL AGREEMENT.

7.1 This Interlocal Agreement may be terminated by either Party upon written notice of termination to the other Party at least sixty (60) days prior to the date of such termination.

7.2 Either Party may request that this Interlocal Agreement be amended. Such requests must be placed in writing and address the reason for the revision as well as provide proposed revised language. In order to be deemed effective, the amendment must be approved by both respective governing bodies, signed both either the Chair of the County or the County Manager, as directed by the Board, and the City, and filed with the Clerk of the Circuit Court in and for Nassau County, Florida. This section does not apply to any changes made to the person to whom notices shall be mailed as set forth in Section 8 herein.

SECTION 8. NOTIFICATION.

8.1 Any required notice to be provided by either Party to this Interlocal Agreement shall be delivered to the other Party's representative at the following locations:

Nassau County Board of County Commissioners	City of Fernandina Beach
Taco E. Pope, AICP	Charles George
County Manager	Interim City Manager
tpope@nassaucountyfl.com	cgeorge@fbfl.org

8.2 Any notice to be sent to either Party under the provisions of this Interlocal Agreement shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, first-class U.S. mail, or by nationally recognized overnight courier to the last known address of the Party with appropriate copies as set forth above. A mailing is deemed received at the time of hand delivery or five (5) days after mailing. Either Party may unilaterally change the person to whom a mailing is to be sent to or the address of said person by giving notice to the other Party as provided for herein. Any change of the person to whom a mailing is to be sent shall be provided to the other party in writing and further shall provide the effective date of said change.

SECTION 9. AUDITING, RECORDS AND INSPECTION.

9.1 In the performance of this Interlocal Agreement, the City and the County shall keep books, records, and accounts of all activities, related to the Interlocal Agreement, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 691-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to the performance of this Interlocal Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by each Party for a period of five (5) years after termination of this Interlocal Agreement. All books, records, and accounts related to the performance of this Interlocal Agreement shall be subject to the applicable provisions of Chapter 119 and section 401.30, Florida Statutes.

9.2 No reports, data, programs or other materials produced by a Party, in whole or in part, for the benefit and use of either Party under this Interlocal Agreement shall be subject to copyright by the either Party in the United States or any other country.

9.3 The Parties agree to comply with the requirements of Florida's Public Records Law and public records request made in accordance with Section 119.07, Florida Statutes.

SECTION 10. JURISDICTION, VENUE AND CHOICE OF LAW.

10.1 All questions pertaining to the validity and interpretations of this Interlocal Agreement shall be determined in accordance with the Laws of the State of Florida. Any legal action by either Party against the other concerning this Interlocal Agreement shall be filed in a court having jurisdiction in Nassau County, Florida, which shall be deemed the proper venue for any action arising out of or through this Interlocal Agreement. The parties waive trial by jury for any dispute or action that arises out of this Interlocal Agreement. This waiver is knowingly, willingly and voluntarily made by the parties, and the parties hereby represent that no representations of fact or opinion have been made by any person or entity to induce this waiver of trial by jury or to in anyway modify or nullify its effect. This provision is a material term for the parties entering into this Interlocal Agreement. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver of jury trial. The parties further represent and warrants that they have been represented in the signing of this Interlocal Agreement and in the making of this waiver by independent legal counsel of their own free will, and that they have had the opportunity to discuss this waiver with

counsel.

SECTION 11. ATTORNEY'S FEES AND COSTS.

11.1 In the event of any litigation between the parties arising out of this Interlocal Agreement, each party will bear its own attorney's fees and costs.

SECTION 12. SEVERABILITY.

12.1 If any section, paragraph, sentence, clause, phrase, or word of this Interlocal Agreement, is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding will not affect the remainder of this Interlocal Agreement. The remainder of this Interlocal Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual consent of the parties.

SECTION 13. INDEMNIFICATION/HOLD HARMLESS.

13.1 The City shall indemnify and hold harmless the County and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Interlocal Agreement, where such claim, damage, loss, or expense is caused in whole or in part by the act or omission of the City, or anyone directly or indirectly employed by the City or anyone whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. No indemnification or requirement to hold harmless the County pursuant hereto shall exceed \$200,000 per person per accident or \$300,000 arising out of the same occurrence or incident. The City shall not be required to indemnify or hold harmless the County to the extent that the County is negligent or intentionally causes or omits to act, thereby causing claims, damages, bodily injuries (including death), losses, or expenses.

13.2 County shall indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees arising out of or resulting from any services provided pursuant to this Interlocal Agreement, where such claim, damage, loss, expense is caused, in whole or part, by the act or omission of County, or anyone directly or indirectly employed by County, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. No indemnification or requirement to hold harmless the City pursuant hereto shall exceed \$200,000 per person per accident or \$300,000 arising out of the same occurrence or

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13.3 Each Party agrees it shall bear responsibility for any injury or loss caused by its agents, representatives, officials, employees or volunteers (hereinafter "agents") including when such agents are acting outside their jurisdiction.

13.4 In agreeing to this provision, neither party intends to waive any defense or limit of sovereign immunity or limits to damages to which it may be entitled under section 768.28, Florida Statutes, as that section may be amended from time to time, or as otherwise provided by law. Nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of any contract. The Parties acknowledge that specific consideration has been exchanged for this provision.

SECTION 14. INDEPENDENT CONTRACTORS.

14.1 It is specifically understood and agreed to by and between the Parties that a material provision in this Interlocal Agreement is that the relationship between the County and the City is one in which each Party and its employees are independent contractors of the other Party, and not acting as agents, employees, joint venturers, or other partners and neither Party is entitled to any benefits of the other Party. Nothing contained herein shall be construed to be inconsistent with this relationship or status.

SECTION 15. ASSIGNMENT.

15.1 Neither the County nor the City, its assigns or representatives, shall enter into any agreement with third parties to delegate any or all of the rights and responsibilities herein set forth without the prior written approval of the other party's governing body.

SECTION 16. ENTIRE AGREEMENT.

16.1 This Interlocal Agreement, including exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire agreement between the Parties. This Interlocal Agreement shall not be modified except in writing and executed by all Parties or as otherwise allowed under the terms of this Interlocal Agreement.

SECTION 17. INTERPRETATION.

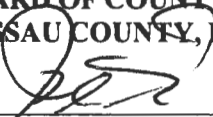
17.1 Both Parties have had the opportunity to consult with legal counsel and to participate in

the drafting of this Interlocal Agreement. Consequently, this Interlocal Agreement shall not be more strictly or more harshly construed against either party as the drafter hereof.

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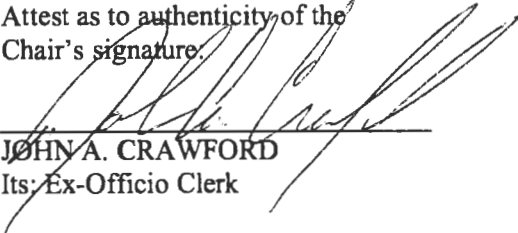
IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed by its duly authorized representatives, effective as of the last date below.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



By: Klynt A. Farmer
Its: Chairman
Date: September 25, 2023

Attest as to authenticity of the
Chair's signature:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney

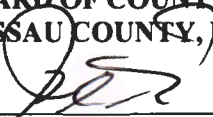

DENISE C. MAY

CITY OF FERNANDINA BEACH

By: BRADLEY M. BEAN
Its: Mayor
Date: _____

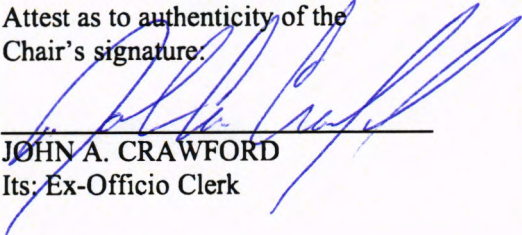
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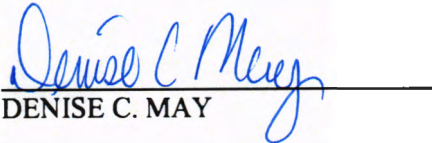
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CITY OF FERNANDINA BEACH

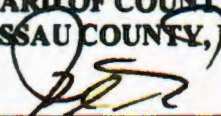
By: BRADLEY M. BEAN

Its: Mayor

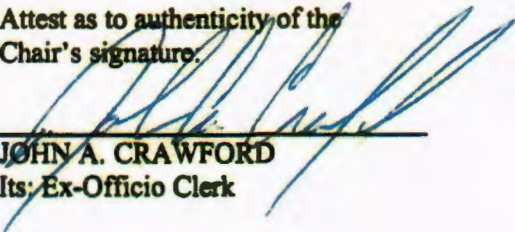
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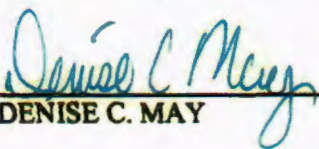
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DENISE C. MAY


CITY OF FERNANDINA BEACH


By: BRADLEY M. BEAN
Its: Mayor
Date: 10/3/23

ATTEST:


CAROLINE BEST
City Clerk

APPROVED AS TO FORM & LEGALITY:


TAMMI E. BACH
City Attorney

RESOLUTION 2023-182

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY FOR REIMBURSEMENT FOR BEACH AND BEACH PARK RESTROOM CLEANING; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the County, upon the recommendation of the Amelia Island Tourist Development Council (hereinafter referred to as "AITDC") currently provides for the cleaning of beaches, including trash removal, and beach park restroom shower and cleaning services (collectively the "Services") using Tourism Development Tax ("TDT"); and

WHEREAS, the Parties desire to maintain such Services through the current fiscal year 2022/23 and into future fiscal years as funding permits from TDT and as approved in the annual AITDC budget with certain expenses for the Services to be contracted directly by the County or the City; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement to provide for the payment for such Services from TDT through either direct payment to vendors as may be contracted through the County or as a financial aid contribution to the City for certain contracted vendor expenses; and

WHEREAS, the County has contracted with Vendor, Beach Rakers, to provide beach cleaning services within City limits and for the beaches within unincorporated Amelia Island; and

WHEREAS, the County's contract with Beach Rakers totals \$360,000 (\$187,200 (52%) for beaches within unincorporated County and \$172,800 (48%) for beaches within City limits), and said amount may be adjusted annually based upon the County's approved budget and the contract terms; and

WHEREAS, in addition, the County has contracted with Vendor, Sea Bandits, for restroom and shower cleaning services in the amount of \$125,000 (\$75,000 (60%) for County parks and \$50,000 (40%) for City parks), which may be adjusted annually based upon the County's approved budget and the contract terms; and

WHEREAS, the City has agreed to provide trash services at the beaches within the City limits including the provision of roll off containers and trash bins and the payment of associated trash tipping fees; and

WHEREAS, the City currently contracts for trash services and roll off bins in the amount of \$89,000; and

WHEREAS, the County has agreed to process eligible reimbursement costs, not to exceed \$40,000 for roll off bins and tipping fees (which may be adjusted annually based on price increases and approved budget) and \$49,000 for trash bins, incurred by the City for trash services within City limits from TDT; and

WHEREAS, the County finds that the use of TDT for the provision of cleaning and the maintenance of the beaches is an expenditure permitted under Section 125.0104(5)(a)5., Florida Statutes; and

WHEREAS, this Interlocal Agreement is authorized pursuant to Section 125.01(l)(p), Florida Statutes and Section 163.01, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

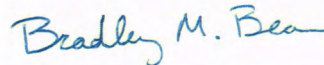
SECTION 1. The City Commission hereby approves the Interlocal Agreement with the Nassau County Board of County Commissioners for beach and beach park restroom cleaning, attached hereto as Exhibit A.

SECTION 2. All other provisions of said Agreement not in conflict with this amendment shall remain in full force and effect.

SECTION 3. the City Clerk and City Manager are authorized to execute all documentation pertaining to the Agreement, upon review and approval of the City Attorney.

ADOPTED this 3rd day of October, 2023.

CITY OF FERNANDINA BEACH



BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:



CAROLINE BEST
City Clerk

APPROVED AS TO FORM AND LEGALITY:



TAMMI E. BACH
City Attorney

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County Manager	Interim City Manager
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13.2 County shall indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees arising out of or resulting from any services provided pursuant to this Interlocal Agreement, where such claim, damage, loss, expense is caused, in whole or part, by the act or omission of County, or anyone directly or indirectly employed by County, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by or in part by a party indemnified thereunder. No indemnification or requirement to hold harmless the City pursuant hereto shall exceed \$200,000 per person per accident or \$300,000 arising out of the same occurrence or

incident. The County shall not be required to indemnify or hold harmless the City to the extent that City is negligent or intentionally causes or omits to act, thereby causing claims, damages, bodily injuries (including death), losses, or expenses.

13.3 Each Party agrees it shall bear responsibility for any injury or loss caused by its agents, representatives, officials, employees or volunteers (hereinafter "agents") including when such agents are acting outside their jurisdiction.

13.4 In agreeing to this provision, neither party intends to waive any defense or limit of sovereign immunity or limits to damages to which it may be entitled under section 768.28, Florida Statutes, as that section may be amended from time to time, or as otherwise provided by law. Nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of any contract. The Parties acknowledge that specific consideration has been exchanged for this provision.

SECTION 14. INDEPENDENT CONTRACTORS.

14.1 It is specifically understood and agreed to by and between the Parties that a material provision in this Interlocal Agreement is that the relationship between the County and the City is one in which each Party and its employees are independent contractors of the other Party, and not acting as agents, employees, joint venturers, or other partners and neither Party is entitled to any benefits of the other Party. Nothing contained herein shall be construed to be inconsistent with this relationship or status.

SECTION 15. ASSIGNMENT.

15.1 Neither the County nor the City, its assigns or representatives, shall enter into any agreement with third parties to delegate any or all of the rights and responsibilities herein set forth without the prior written approval of the other party's governing body.

SECTION 16. ENTIRE AGREEMENT.

16.1 This Interlocal Agreement, including exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire agreement between the Parties. This Interlocal Agreement shall not be modified except in writing and executed by all Parties or as otherwise allowed under the terms of this Interlocal Agreement.

SECTION 17. INTERPRETATION.

17.1 Both Parties have had the opportunity to consult with legal counsel and to participate in

the drafting of this Interlocal Agreement. Consequently, this Interlocal Agreement shall not be more strictly or more harshly construed against either party as the drafter hereof.

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**INTERLOCAL AGREEMENT BETWEEN THE CITY OF
FERNANDINA BEACH AND THE NASSAU COUNTY BOARD OF
COUNTY COMMISSIONERS FOR REIMBURSEMENT FOR BEACH
AND BEACH PARK RESTROOM CLEANING**

THIS INTERLOCAL AGREEMENT is made by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as the “County”) and the **CITY OF FERNANDINA BEACH**, a municipal corporation organized under the laws of the State of Florida, located at 204 Ash Street, Fernandina Beach, FL 32034 (hereinafter referred to as "City")(collectively the “Parties”).

RECITALS:

WHEREAS, the County, upon the recommendation of the Amelia Island Tourist Development Council (hereinafter referred to as “AITDC”) currently provides for the cleaning of beaches, including trash removal, and beach park restroom shower and cleaning services (collectively the “Services”) using Tourism Development Tax (“TDT”); and

WHEREAS, the Parties desire to maintain such Services through the current fiscal year 2022/23 and into future fiscal years as funding permits from TDT and as approved in the annual AITDC budget with certain expenses for the Services to be contracted directly by the County or the City; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement to provide for the payment for such Services from TDT through either direct payment to vendors as may be contracted through the County or as a financial aid contribution to the City for certain contracted vendor expenses; and

WHEREAS, the County has contracted with Vendor, Beach Rakers, to provide beach cleaning services within City limits and for the beaches within unincorporated Amelia Island; and

WHEREAS, the County's contract with Beach Rakers totals \$360,000 (\$187,200 (52%) for beaches within unincorporated County and \$172,800 (48%) for beaches within City limits), and said amount may be adjusted annually based upon the County's approved budget and the contract terms; and

WHEREAS, in addition, the County has contracted with Vendor, Sea Bandits, for restroom and shower cleaning services in the amount of \$125,000 (\$75,000 (60%) for County parks and \$50,000 (40%) for City parks), which may be adjusted annually based upon the County's approved budget and the contract terms; and

WHEREAS, the City has agreed to provide trash services at the beaches within the City limits including the provision of roll off containers and trash bins and the payment of associated trash tipping fees; and

WHEREAS, the City currently contracts for trash services and roll off bins in the amount of \$89,000; and

WHEREAS, the County has agreed to process eligible reimbursement costs, not to exceed \$40,000 for roll off bins and tipping fees (which may be adjusted annually based on price increases and approved budget) and \$49,000 for trash bins, incurred by the City for trash services within City limits from TDT: and

WHEREAS, the County finds that the use of TDT for the provision of cleaning and the maintenance of the beaches is an expenditure permitted under Section 125.0104(5)(a)5., Florida Statutes; and

WHEREAS, this Interlocal Agreement is authorized pursuant to Section 125.01(1)(p), Florida Statutes and Section 163.01, Florida Statutes.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1. RECITALS.

1.1 The above recitals are incorporated into this Interlocal Agreement and are adopted as findings of fact.

SECTION 2. AUTHORITY.

2.1 This Interlocal Agreement is entered into pursuant to the Florida Interlocal Cooperation Act, Section 163.01, Florida Statutes, and pursuant to the constitutional and statutory powers of the County and the City.

SECTION 3. CITY'S OBLIGATIONS.

3.1 The City shall provide trash removal and roll off bins for trash removal for beaches within City limits and. The City agrees to provide quarterly invoices to the County for review and potential reimbursement from TDT dollars.

SECTION 4. COUNTY'S OBLIGATIONS.

4.1 The County shall provide contracted services for cleaning beaches within City limits and unincorporated beaches of Amelia Island and for beach park restroom and shower cleaning. The County, through the AITDC, will also provide the supplies for the beach park restrooms, including the provision of soap, paper towels, and toilet paper.

SECTION 5. TERM.

5.1 This Interlocal Agreement shall commence and be effective upon its approval and execution by the elected bodies of both the County and the City and filing with the Clerk of the Circuit Court in and for Nassau County, Florida. This Interlocal Agreement shall be in effect until terminated or amended as described in Section 7. Termination/Revision of Agreement.

SECTION 6. PAYMENT.

6.1 The Parties agree that all payments made under this Agreement by the County to the City

shall be on a reimbursement basis for eligible expenses as determined by the County in the County's sole discretion. The Parties further agree that all payments shall be subject to the available budget as determined by the County in the County's sole discretion.

SECTION 7. TERMINATION/MODIFICATIONS TO INTERLOCAL AGREEMENT.

7.1 This Interlocal Agreement may be terminated by either Party upon written notice of termination to the other Party at least sixty (60) days prior to the date of such termination.

7.2 Either Party may request that this Interlocal Agreement be amended. Such requests must be placed in writing and address the reason for the revision as well as provide proposed revised language. In order to be deemed effective, the amendment must be approved by both respective governing bodies, signed both either the Chair of the County or the County Manager, as directed by the Board, and the City, and filed with the Clerk of the Circuit Court in and for Nassau County, Florida. This section does not apply to any changes made to the person to whom notices shall be mailed as set forth in Section 8 herein.

SECTION 8. NOTIFICATION.

8.1 Any required notice to be provided by either Party to this Interlocal Agreement shall be delivered to the other Party's representative at the following locations:

Nassau County Board of County Commissioners	City of Fernandina Beach
Taco E. Pope, AICP	Charles George
County Manager	Interim City Manager
tpope@nassaucountyfl.com	cgeorge@fbfl.org

8.2 Any notice to be sent to either Party under the provisions of this Interlocal Agreement shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, first-class U.S. mail, or by nationally recognized overnight courier to the last known address of the Party with appropriate copies as set forth above. A mailing is deemed received at the time of hand delivery or five (5) days after mailing. Either Party may unilaterally change the person to whom a mailing is to be sent to or the address of said person by giving notice to the other Party as provided for herein. Any change of the person to whom a mailing is to be sent shall be provided to the other party in writing and further shall provide the effective date of said change.

SECTION 9. AUDITING, RECORDS AND INSPECTION.

9.1 In the performance of this Interlocal Agreement, the City and the County shall keep books, records, and accounts of all activities, related to the Interlocal Agreement, in compliance with generally accepted accounting procedures, as adopted by the Department of Financial Services, as set forth in Rule 691-61.0012, Florida Administrative Code, as amended or superseded from time to time, or the Auditor General. Books, records, and accounts related to the performance of this Interlocal Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by each Party for a period of five (5) years after termination of this Interlocal Agreement. All books, records, and accounts related to the performance of this Interlocal Agreement shall be subject to the applicable provisions of Chapter 119 and section 401.30, Florida Statutes.

9.2 No reports, data, programs or other materials produced by a Party, in whole or in part, for the benefit and use of either Party under this Interlocal Agreement shall be subject to copyright by the either Party in the United States or any other country.

9.3 The Parties agree to comply with the requirements of Florida's Public Records Law and public records request made in accordance with Section 119.07, Florida Statutes.

SECTION 10. JURISDICTION, VENUE AND CHOICE OF LAW.

10.1 All questions pertaining to the validity and interpretations of this Interlocal Agreement shall be determined in accordance with the Laws of the State of Florida. Any legal action by either Party against the other concerning this Interlocal Agreement shall be filed in a court having jurisdiction in Nassau County, Florida, which shall be deemed the proper venue for any action arising out of or through this Interlocal Agreement. The parties waive trial by jury for any dispute or action that arises out of this Interlocal Agreement. This waiver is knowingly, willingly and voluntarily made by the parties, and the parties hereby represent that no representations of fact or opinion have been made by any person or entity to induce this waiver of trial by jury or to in anyway modify or nullify its effect. This provision is a material term for the parties entering into this Interlocal Agreement. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver of jury trial. The parties further represent and warrants that they have been represented in the signing of this Interlocal Agreement and in the making of this waiver by independent legal counsel of their own free will, and that they have had the opportunity to discuss this waiver with

counsel.

SECTION 11. ATTORNEY'S FEES AND COSTS.

11.1 In the event of any litigation between the parties arising out of this Interlocal Agreement, each party will bear its own attorney's fees and costs.

SECTION 12. SEVERABILITY.

12.1 If any section, paragraph, sentence, clause, phrase, or word of this Interlocal Agreement, is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding will not affect the remainder of this Interlocal Agreement. The remainder of this Interlocal Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual consent of the parties.

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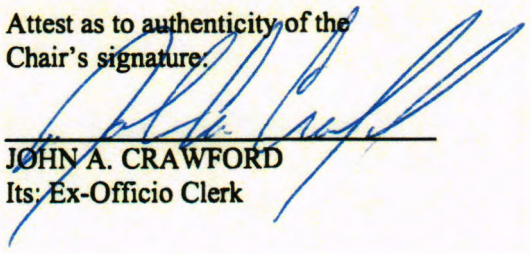
IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed by its duly authorized representatives, effective as of the last date below.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



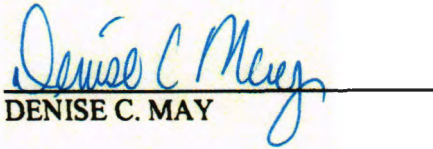
By: Klynt A. Farmer
Its: Chairman
Date: September 25, 2023

Attest as to authenticity of the
Chair's signature.

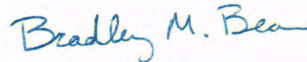


JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality by the
Nassau County Attorney



DENISE C. MAY

CITY OF FERNANDINA BEACH

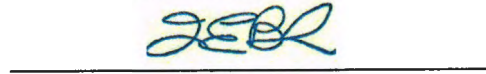


By: BRADLEY M. BEAN
Its: Mayor
Date: 10/3/23

ATTEST:


CAROLINE BEST
City Clerk

APPROVED AS TO FORM & LEGALITY:


TAMMI E. BACH
City Attorney



BOCC AGENDA ITEM

Item Title: City of Fernandina Beach Trash and Use of TDT Funds

Date: 5/24/2021

Department: County Manager

Background:

Previously, The City of Fernandina Beach had requested the Board of County Commissioners (BOCC) to fund beach access parking area trash collection within the City in fiscal year 2019-2020, which was approved by the BOCC in June 2020.

On September 23, 2020, the Amelia Island Tourist Development Council (AITDC) approved recommending to the BOCC the use of Tourist Development Tax funds for this purpose. After consultation with Public Works Director, Doug Podiak, staff believes it to be in the best interest to both the citizens and visitors for the Board approve the recommendation of the AITDC to utilize TDT dollars to fund trash collection from receptacles located in the City of Fernandina Beach Public Beach Access parking areas for fiscal year 2020-2021 with a not-to-exceed amount of \$49,000.

Ensuring uninterrupted and uniform service standards directly contributes to expanding the tourism market by meeting visitor expectations and encouraging repeat visits. Centralizing beach cleaning and trash collection services ensures that BOCC staff can deliver the level of service expected by the BOCC, residents and visitors.

Request:

Approve and Authorize the use of Tourist Development Tax dollars to fund trash collection at City of Fernandina Beach access parking areas for Fiscal Year 2020-2021 at a Not-to-Exceed amount of \$49,000.00. Funding source: 37525539-581202

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens:

Ensuring uninterrupted and uniform service standards directly contributes to expanding the tourism market by meeting visitor expectations and encouraging repeat visits. Centralizing beach cleaning and trash collection services ensures that BOCC staff can deliver the level of service expected by the BOCC, residents and visitors.

Action Requested and Recommendation:

Approve and Authorize the use of Tourist Development Tax dollars to fund trash collection at City of Fernandina Beach access parking areas for Fiscal Year 2020-2021 at a Not-to-Exceed amount of \$49,000.00. Funding source: 37525539-581202

Is this action consistent with the Nassau County Comprehensive Land Use Plan?

Funding Source:

37525539-581202

Additional Information Needed for Contracts/Agreements (If Applicable)

Contract Number assigned by Contracts Management:

N/A

For non-governmental agencies, has the document been sent to the vendor for signature?

N/A

Does the document need to be recorded? If so, who will pay the recordation fee?

N/A

Are there any special mailing instructions? (Include contact name, address, deadline for submittal, how to mail such as express mail, FedEx, etc):

N/A

How many originals are needed?

N/A



NASSAU COUNTY
PUBLIC WORKS DEPARTMENT
45195 Musselwhite Road, Callahan, FL 32011

Memorandum

Date: May 5, 2021
To: Taco E. Pope, AICP, County Manager
From: Doug Podiak, Director of Public Works
Gil Langley, President Amelia Island Convention & Visitors Bureau
Subject: City of Fernandina Beach Trash Can Service

As directed, I reviewed the current situation related to trash collection from receptacles located in City of Fernandina Beach Public Beach Access parking areas. The record reflects on 6/17/2020 the Board of County Commissioners approved Expansion Item #5 RS-200617 agreeing to pay the cost of trash collection from receptacles located in City of Fernandina Beach Public Beach Access parking areas for fiscal year 2019/20, or portion thereof.

Currently the City utilizes approximately 50 - 95 gallon containers which are collected once daily, 7 days a week during the in-season period and 4 times weekly during the off-season period with a charge of \$4.00 per container incurring an annual fee of approximately \$45,000 per fiscal year. This fee is being paid directly by the City of Fernandina Beach via their current Advance Disposal contract. Due to heavy trash volume Advance Disposal is projecting a cost of \$4.50 per container for the upcoming season.

It is my recommendation, as a means of ensuring consistent and reliable trash collection service, the Board of County Commissioners consider favorably the recommendation of the AITDC to utilize Tourist Development Tax dollars to fund trash collection from receptacles located in City of Fernandina Beach Public Beach Access parking areas for fiscal year 20/21 with a not-to-exceed amount of \$49,000. Ensuring uninterrupted and uniform service standards directly contributes to expanding the tourism market by meeting visitor expectations and encouraging repeat visits. Centralizing beach cleaning and trash collection services ensures that BOCC staff can deliver the level of service expected by the BOCC.

If you have any questions or concerns, please do not hesitate to contact me.

Thank you,

Douglas J Podiak
Doug Podiak

AMELIA  ISLAND
TOURIST DEVELOPMENT COUNCIL

Board Meeting
Wednesday, September 23, 2020
3:00 p.m.
Nassau County BOCC Chambers
96135 Nassau Place, S/1
Yulee, FL 32097

Present: Danny Leeper, Olivia Hoblit, Bob Hartman, Arlene Filkoff, Barbara Halverstadt, Chip Ross, Len Kreger, Lisa West, Will Wiest
Staff: Gil Langley, Amy Boek, Jaime Fallon, Nate Aron, Marilou Welling, Karen Hadley, Jana Williams from AICVB; Pierre LaPorte, Accountant

I. Call to Order

Meeting was called to order by Danny Leeper at 3:00 p.m.

II. Approval of Minutes – August 26, 2020 Meeting Minutes **Danny Leeper**

A motion was made by Len Kreger and seconded by Bob Hartman to approve Minutes of the last meeting. Unanimously approved.

III. Public Input: Items not on the agenda **Danny Leeper**

No emails were received for public input, and there were no other comments from the public.

Emergency Operations Center **Greg Foster**

Director Foster was in attendance to give the Board an update on COVID-19 and the current tropical season. He stated that continuing to wear masks is important. As it relates to the tropics, it was predicted to be an active season and it has been. The Nor'easter this past weekend caused damage to the dunes and some roads were flooded. It is important that everyone be prepared as Hurricane Michael that hit the panhandle and Hurricane Matthew were both October storms.

IV. Financials **Gil Langley**

Gil thanked Director Foster for his leadership and the hard work of his team during these unprecedented times.

Gil reviewed the August STR Report, which shows that we were 25% down in occupancy, but the good news is that rate held. The hotels and resorts saw consistent improvement since April, especially in June, July and August. The great news is that bed tax collections were a record \$540,000 compared to \$453,000 last year. August was significantly stronger – up 19%. We are 29% down in bed tax collections for the year. Gil stated that as most everyone knows, we self-cut our budget by almost \$2 million. At the end of this month \$2.1 million will be swept over to the reserve accounts. Our budget for FY2021 was passed by the BOCC on the first reading and he expects that it will be approved on the second reading. The budgeted reserves will give us the resources to get us back on track in the coming year.

V. Old Business

Danny Leeper

Policies & Procedures

Pierre Laporte

Gil stated that a Policies & Procedures Handbook was approved last fall and was submitted to the County so that everyone had a firm understanding of how we operate financially. Gil stated that it is important to get some clarity on what our spending authorities are. Pierre LaPorte approached the podium to speak on the subject, and he expressed the need for clarity on the policies and procedures moving forward. It is clear that different county departments have various ways of doing things. We recently heard that the County has hired James Moore to do a study of other CVB's in the State, but much of that was done when we were putting the policies and procedures together. Given that the Clerk's office went through the same process, we hope nothing would be done without CVB or TDC input. We are diligently trying to engage and would welcome feedback. We note it has been more than a year and we are seeking clarity on the remaining challenges as it relates to the expenditure of TDT funds. Chairman Leeper stated that now that we have a County Manager in place, we can hopefully get this finalized. Pierre asked that the stakeholders be involved. Gil stated that the Clerk's office has been helpful in identifying "pain points", but it is more of the procedural things we need clarity on. We need to be able to pull the book off the shelf and know what we do. Chairman Leeper stated that he will try to get clarity and get back to the Board with answers.

Product Development

Gil Langley

Gil stated that we are working with the State and County staff on a process to fund projects that crosses all T's and dots all I's. At this time, we would like to have a moratorium on future projects. We do have one for payment to Advanced Disposal for the beach trash pick-up in the City. At the present time the City pays the bill and sends it to the BOCC for reimbursement. The Cost is about \$32,000 for six months. The best guess for the amount for the year would be around \$45,000. Discussion followed. Chairman Leeper stated that he would rather see a figure of not to exceed. Gil stated that we can always come back to the BOCC to approve more if the set figure is not enough.

Len Kreger made a motion that the City of Fernandina Beach request reimbursement from the AITDC for up to \$40,000/year for trash pick-up. Chip Ross seconded the motion. Motion was approved unanimously.

Gil gave an update on Dickens on Centre. Currently, our plan is to extend the holiday lighting in the historic district. We will light up the big Oak tree on Ash Street. It will be an additional \$60,000 for the added lighting and \$50,000 for the Dickens Dining Week. We plan to have Photos with St. Nick at the Depot in a safe and secure manner, and we will offer matching funds for partners for promotions. It is a disappointment, but we will keep the dream alive and hopefully we will be back with the full festival next year. No action is needed. We can move forward if the BOCC approves our budget.

VI. Presentation of 2021 Marketing Plan

Amy Boek

Amy reviewed the 2021 Marketing Plan in detail, and the Starmark Team was in attendance to speak to specifics in the plan and how they will be partnering with the CVB.

VII. Action Item

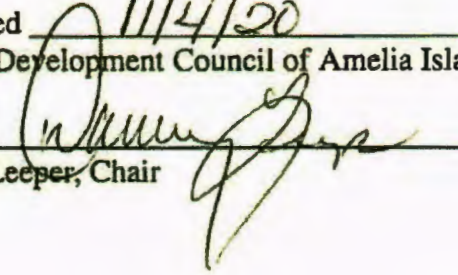
Chairman Leeper stated that with Jim's departure we do not have a Vice Chairman and need to vote on one.

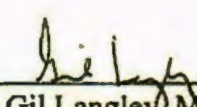
Chip Ross made a motion for Bob Hartman to be named Vice Chairman of the AITDC, and Barbara Halverstadt seconded the motion. Motion was approved unanimously.

Gil asked Chairman Leeper if he would like for the meetings to return to a quarterly schedule or if he would prefer that they continue on a monthly basis. Chairman Leeper stated that he would like to have one more meeting before he steps down. Gil stated that we will plan to have an October Board meeting.

VIII. Adjourned at 4:13 p.m.

Approved 11/4/20, 2020
Tourist Development Council of Amelia Island

BY: 
Danny Leeper, Chair

BY: 
Attest: Gil Langley, Managing Director