

INTERLOCAL AGREEMENT FOR OCEAN RESCUE SERVICES
BETWEEN
THE CITY OF FERNANDINA BEACH AND THE BOARD OF COUNTY
COMMISSIONERS OF NASSAU COUNTY, FLORIDA

THIS AGREEMENT is entered into this 26th day of February, 2024, by and between the **City of Fernandina Beach, Florida**, a political subdivision of the State of Florida, hereinafter referred to as the “City”, and the **Board of County Commissioners of Nassau County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as the “County.”

WHEREAS, it is the purpose and intent of this Agreement for the City and the County, pursuant to Section 163.01, Florida Statutes, to cooperate and provide for a means by which each governmental entity may exercise its respective powers, privileges, and authorities which they share in common and which each might exercise separately in order to further a common goal; and

WHEREAS, Amelia Island has many miles of public beaches and beach accesses, most within City limits, however, some are located in unincorporated Nassau County; and

WHEREAS, both the City and the County recognize that a coordinated effort to provide consistent lifeguarding services (hereinafter “Ocean Rescue Services”) is needed to protect the health and safety of the citizens of the City of Fernandina Beach, Nassau County, and its visitors, and to reduce duplication of services paid for by the taxpayers; and

WHEREAS, the County has determined that it is in the best interest of the citizens and visitors of Nassau County that Ocean Rescue Services be provided by the City for the following Nassau County Beaches: Peter’s Point Park, Scott Road Beach Access, and Burney Park; and

WHEREAS, the City has determined that it is in the best interest of the citizens of Fernandina Beach to provide Ocean Rescue Services to Nassau County in exchange for a fee for said services; and

WHEREAS, in March 2011, the parties entered into an Interlocal Agreement for Ocean Rescue Services, which was amended in 2017 (Amendment 1), in 2020 (Amendment 2) and in 2022 (Amendment 3) to account for expanded services and cost increases; and

WHEREAS, the parties now wish to repeal the current Interlocal Agreement, as amended, in favor of a new agreement, which addresses expanded services and calculations for costs for said services.

NOW, THEREFORE, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby fully incorporated into this Agreement by reference.
2. *Purpose and Scope*. This Agreement provides, through the cooperation of the City and the County, for the City to provide Ocean Rescue Services for County public beaches including Peter's Point Park, Scott Road Beach Access, Burney Park, and any other County public beaches as determined by mutual written agreement of the City and County.
3. *Term and Effective Date*. The term of this Agreement will begin on February 26, 2024, and will automatically renew on an annual basis unless terminated in accordance with Section 10 herein.
4. *Employee Status*. Persons employed by the City who provide Ocean Rescue Services for County beaches will remain employees of the City for purposes related to pay, benefits, pension, worker's compensation, unemployment benefits, and all other employee rights or privileges granted by law or by their respective employing agency,
5. *Duties and Responsibilities*. The City will provide Ocean Rescue services for Peter's Point Park, Scott Road Beach Access, and Burney Park as follows:
 - a. The Fernandina Beach Fire Department will maintain overall control over Ocean Rescue Services provided to the County:
 - i. The City will cooperate with the County Manager to meet the County's needs and address mutual concerns.
 - ii. The Fernandina Beach Fire Department will have the ability to increase or decrease service levels on any given day based on weather, ocean

- conditions, beach attendance, employment levels, or any other circumstances that could dictate service levels.
- b. Ocean Rescue Services will be provided annually on a seasonal basis, beginning March 1 and ending September 30. Additional services can be requested by the County in writing to the Fire Chief on an as-needed basis. The services provided are as follows:
 - i. During the months of March and April, the City will conduct lifeguard patrol and response services daily.
 - ii. From May 1 to Memorial Day of each year, the City will conduct lifeguard patrol and response services daily and staff lifeguard towers at each location on weekends.
 - iii. From Memorial Day through Labor Day, the City will conduct lifeguard patrol and response services daily and staff lifeguard towers daily.
 - iv. From Labor Day to September 30, the City will conduct lifeguard patrol and response services daily.
 - c. The Fernandina Beach Fire Department must be notified in writing by the County or the event coordinator of any Special Events that require additional staffing. The City will directly bill the promoter of the Special Event for additional staff and equipment required for the event in accordance with the current rates as approved by City Ordinance.
6. *Fees.* For the provision of Ocean Rescue Services in calendar year 2024, the County will pay the City Two Hundred and One Thousand Seven Hundred and Sixty-Five Dollars and Fifty-One Cents (\$201,765.51). This sum is inclusive of staffing, training, and administrative costs. Payment may be made each year in one lump sum no later than December 31, or quarterly in four (4) equal payments. Thereafter, the fee will be adjusted annually based on the City's annual Cost of Living Adjustment (COLA) for its employees and shall not to exceed 5%. In addition to the fee amount referenced above, the County will pay the City Ten Thousand Dollars (\$10,000.00) annually for equipment, maintenance, and operating supplies.

7. *Equipment and Operating Supplies.* All equipment purchased by the City to provide Ocean Rescue Services remains the sole property of the City in the event of termination of this Agreement.
8. *Indemnification.* The City and County do not assume any liability for the acts, omissions, or negligence of the other party. Each party will indemnify and hold the other harmless from all claims, damages, losses, and expenses arising out of or resulting from performance of their respective duties under this Agreement. Nothing contained herein will constitute a waiver of immunity or limitation of liability the City or County may have under the doctrine or sovereign immunity or Section 768.28, Florida Statutes.
9. *Liability for Injury.* Liability for injury to personnel, and for loss or damage of equipment, shall be borne by the party employing such personnel, and owning or possessing such equipment, except as may be otherwise provided for in this Agreement.
10. *Termination.* This Agreement may be terminated without cause by either party. The terminating party must give the other party at least ninety (90) days' written notice of its intention to terminate and the termination date. The County must pay the City for any and all Ocean Rescue Services provided up to and including the date of termination.
11. *Notices.* Any notices required pursuant to this Agreement will be to the following via USPS mail services or via email:

For the County:

County Manager

96135 Nassau Place, Suite 1

Yulee, FL 32097

And a copy to the County Attorney.

For the City:

City Manager

204 Ash Street

Fernandina Beach, FL 32034

And a copy to the City Attorney.

12. *Non-Assignment.* This Agreement shall not be assigned except by written consent of the parties.

13. *Annual Appropriation.* Each party's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

14. *Governing Law and Venue.* This Agreement shall be construed and governed by the laws of the State of Florida, all legal action necessary to enforce this Agreement will be held in Nassau County, Florida.

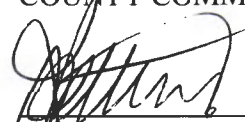
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above

FOR THE COUNTY:

FOR THE CITY:

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

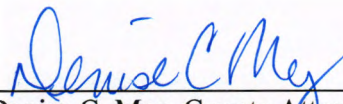
CITY OF FERNANDINA BEACH


Name: JOHN F. MARTIN
Title: CHAIRMAN

Charles L. George, PE,
Interim City Manager

APPROVED AS TO FORM AND LEGALITY:

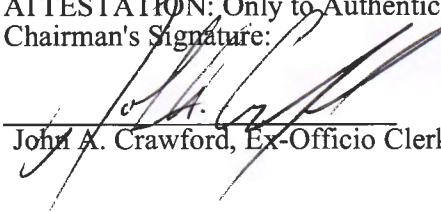
APPROVED AS TO FORM AND LEGALITY:


Denise C. May, County Attorney

Tammi E. Bach, City Attorney

ATTESTATION: Only to Authenticity as to Chairman's Signature:

ATTEST:


John A. Crawford, Ex-Officio Clerk

Caroline Best, City Clerk

And a copy to the City Attorney.

- 12. *Non-Assignment.* This Agreement shall not be assigned except by written consent of the parties.
- 13. *Annual Appropriation.* Each party's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.
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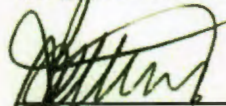
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above

FOR THE COUNTY:


FOR THE CITY:

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

CITY OF FERNANDINA BEACH



 Name: JOHN F. MARTIN
 Title: CHAIRMAN



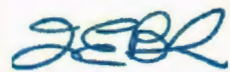
 Charles L. George, PE,
 Interim City Manager

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM AND LEGALITY:



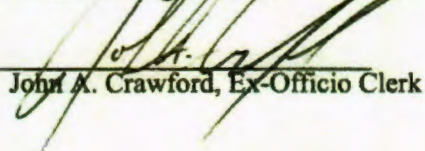
 Denise C. May, County Attorney



 Tammi E. Bach, City Attorney

ATTESTATION: Only to Authenticity as to Chairman's Signature:

ATTEST:



 John A. Crawford, Ex-Officio Clerk



 Caroline Best, City Clerk

RESOLUTION 2024-55

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE SECOND AMENDMENT EXTENDING THE CONTRACT BETWEEN NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS, CITY OF FERNANDINA BEACH, AND BEACH RAKER, LLC FOR BEACH CLEANING SERVICES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Nassau County Board of County Commissioners entered into a contract with Beach Raker, LLC for beach cleaning after a competitive solicitation process and ranking of bids on January 8, 2020; and

WHEREAS, the contract with Beach Raker, LLC includes cleaning of City beaches and unincorporated Amelia Island beaches for a period of three years with two, 1-year renewal periods possible; and

WHEREAS, the Nassau County Board of County Commissioners approved expending Amelia Island Tourist Development tax funds to pay 100% of the costs associated with the Beach Raker LLC contract to clean City and Nassau County beaches. If this Resolution is approved, the City will not incur costs for beach cleaning; and

WHEREAS, the City Commission approved Resolution 2020-38 entering into this agreement on March 3, 2020, and Resolution 2023-39 approving the first extension March 21, 2023; and

WHEREAS, the Nassau County Board of County Commissioners approved the second extension of the contract at its February 12, 2024, meeting; and

WHEREAS, all parties desire to extend the agreement for an additional year.

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 Second Amendment to the contract between the Nassau County Board of County Commissioners, the City of Fernandina Beach, and Beach Raker, LLC to clean City and Nassau County beaches from March 1, 2024 through February 28, 2025, attached hereto as Exhibit A.

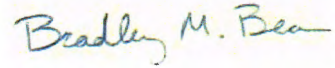
SECTION 2. The Nassau County Board of County Commissioners agrees to expend Amelia Island Tourist Development tax funds to pay for all beach cleaning services under this Beach Raker, LLC Second Amendment.

SECTION 3. The City Clerk and Interim City Manager are hereby authorized to execute all documentation pertaining to this Second Amendment, upon review and approval of the City Attorney.

SECTION 4. This Resolution shall become effective retroactively to March 1, 2024.

ADOPTED this 19th day of March, 2024.

CITY OF FERNANDINA BEACH



BRADLEY M. BEAN
Mayor – Commissioner

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney

RESOLUTION 2024-47

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, RESCINDING RESOLUTION 2011-30 AND ITS AMENDMENTS; APPROVING A NEW INTERLOCAL AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS TO PROVIDE OCEAN RESCUE SERVICES AT SELECT NASSAU COUNTY BEACH PARKS; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Amelia Island has many miles of public beaches and beach accesses, most within City limits, however, some are located in unincorporated Nassau County; and

WHEREAS, the City and Nassau County Board of County Commissioners (BOCC) recognize that a coordinated effort to provide lifeguard services is needed to protect the health and safety of City of Fernandina Beach and Nassau County beach goers; and

WHEREAS, the City and BOCC recognize that it is in the best interest of the City and Nassau County that City of Fernandina Beach Fire Department Ocean Rescue Services be provided at the following Nassau County beach parks: Peter's Point Park, Scott Road Beach Access, and Burney Park; and

WHEREAS, in March 2011, the parties entered an Interlocal Agreement for Ocean Rescue Services, which was amended in 2017 (Amendment 1), in 2020 (Amendment 2) and in 2022 (Amendment 3) to account for expanded services and cost increases; and

WHEREAS, the City Commission and BOCC wish to repeal the current Interlocal Agreement, as amended, in favor of a new Interlocal Agreement, attached hereto as Exhibit A, which addresses expanded services and calculations for costs in the amount of \$201,765.51 in 2024, with an additional \$10,000 annually for equipment, maintenance, and operating supplies. Funds will be deposited into the General Fund Nassau County Ocean Rescue account, 001 33722; and

WHEREAS, this Interlocal Agreement will automatically renew each year with the fee adjusted annually based on the City's annual Cost of Living Adjustment for its employees, not to exceed 5%, and is authorized pursuant to Section 125.01(1)(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 rescinds Resolution 2011-30 and its amendments, Resolutions 2017-163, 2020-81, and 2022-151.

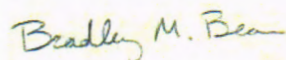
SECTION 2. The City Commission hereby approves the new Interlocal Agreement between the City of Fernandina Beach and Nassau County Board of County Commissioners to provide Fernandina Beach Fire Department Ocean Rescue Services at the following Nassau County beach parks: Peter's Point Park, Scott Road Beach Access, and Burney Park, attached hereto as Exhibit A.

SECTION 3. This Interlocal Agreement will automatically renew each year with the fee adjusted annually based on the City's annual Cost of Living Adjustment for its employees, not to exceed 5%.

SECTION 4. The City Clerk and Interim City Manager are authorized to execute all documentation pertaining to the Interlocal Agreement, upon review and approval of the City Attorney.

ADOPTED this 19th day of March, 2024.

CITY OF FERNANDINA BEACH



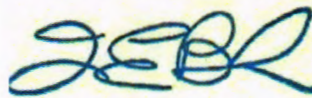
BRADLEY M. BEAN
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST
City Clerk



TAMMI E. BACH
City Attorney