

INTERLOCAL AGREEMENT BETWEEN THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF FERNANDINA BEACH FOR REIMBURSEMENT OF COSTS ASSOCIATED WITH THE MULTI-JURISDICTIONAL PROGRAM FOR PUBLIC INFORMATION (PPI)

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 participates in the Federal Emergency Management Agency’s (FEMA) Community Rating System (CRS) program providing its residents, property owners, and businesses flood insurance discounts on FEMA National Flood Insurance Program (NFIP) policies; and

WHEREAS, the CRS Program for Public Information (PPI) was introduced by FEMA as the planning process to provide a step-by-step coordinated strategy for flood hazard outreach; and

WHEREAS, the approach provides the Parties with opportunities to improve their CRS ratings; thereby, increasing the discounts received on NFIP policies within each community; and

WHEREAS, in 2020 the Parties created a joint PPI to organize and improve outreach as well as provide additional resources on flood hazards, flood safety, flood insurance, and other floodplain related functions; and

WHEREAS, the PPI committee members consist of staff from the County’s Building Department and Public Information Officer, the City’s Building Department and Public Information

Officer, and floodplain “stakeholders” with representatives from Northeast Florida Builders Association (NEFBA), local insurance agents, local realtors, local mortgage brokers, and local nonprofits; and

WHEREAS, the City has entered into an annual contract with Schwalls Consulting, LLC for four consecutive years, beginning fiscal year 2021, to provide services relating to the PPI development and maintenance, including but not limited to: organization and support of the required PPI committee, development and annual review of the multi-jurisdictional PPI plan, and increased stakeholder outreach; and

WHEREAS, funding for the PPI consulting fees and associated outreach activity materials are shared equally between the Parties; and,

WHEREAS, the Parties desire to enter into this Interlocal Agreement to provide for a financial aid contribution from the County to the City for PPI contracted vendor expenses and associated outreach materials; and

WHEREAS, the County has agreed to reimburse the City for fiscal years 2021/22 and 2022/23 consulting fees in the amount of \$5,424.13; and

WHEREAS, the County agrees to reimburse the City for half the cost of PPI consulting fees and other marketing and publicity costs during fiscal year 2023/24, with the County’s portion estimated to be \$5,100.00; and

WHEREAS, the County desires to continue its participation in the Multi-Jurisdictional PPI through the required update process in fiscal year 2024/25 and anticipates its portion at \$6,300.00; and

WHEREAS, the County finds that the reimbursement of PPI consulting fees and material costs is an expenditure permitted under Section 287.017(1), 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, 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 agrees to provide PPI consulting invoices and PPI outreach materials receipts to the County for review and potential reimbursement.

SECTION 4. COUNTY'S OBLIGATIONS.

4.1 The County shall provide reimbursement to the City for PPI-related costs up to fifty percent (50%) of each occurrence, for a total reimbursement not to exceed \$18,000.

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 September 30, 2025, or otherwise terminated or amended as described in Section 7. Termination/Modifications to Interlocal 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 by the City, and either by the Chair of the Board of County Commissioners or the County Manager, as directed by the Board, 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
County Manager	City Manager
96135 Nassau Place, Suite 1	204 Ash Street
Yulee, FL 32097	Fernandina Beach, FL 32034
(904) 530-6010	(904) 310-3105

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 69I-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 County 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 requests 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 party 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 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.

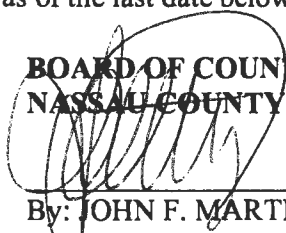
SECTION 17. INTERPRETATION.

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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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**

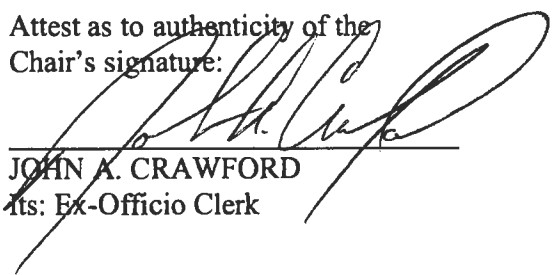


By: JOHN F. MARTIN

Its: CHAIRMAN

Date: April 8, 2024

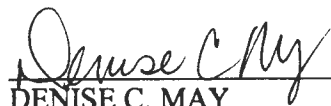
Attest as to authenticity of the
Chair's signature:



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:

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: JOHN F. MARTIN
Its: CHAIRMAN
Date: _____

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

Bradley M. Bean

By: BRADLEY M. BEAN

Its: Mayor

Date: 4/16/24

APPROVED AS TO FORM AND LEGALITY:
[Signature]

CITY ATTORNEY

ATTEST:
By: *Caroline Best*
Printed Name: Caroline Best
Title: City Clerk