

Contract Number CM1721

**INTERLOCAL AGREEMENT FOR OCEAN RESCUE SERVICES**

AN AGREEMENT entered into this 9th day of February, 2011, 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", the **CITY OF FERNANDINA BEACH, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the "City".

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, the County has determined that it is in the best interest of the citizens and visitors of Nassau County that ocean rescue (lifeguard) services be provided by the City for the following Nassau County public beaches: **Peter's Point Park, Scott Road Beach Access, and Burney Park**, and any other Nassau County public beaches as determined by mutual written agreement between the City and Nassau County; 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 services; and

NOW THEREFORE, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby fully incorporated into this

Agreement by this reference.

2. Purpose and Scope. This agreement provides through the cooperation of the City and the County for the City to provide efficient ocean rescue services for County public beaches including, Peter's Point Park, Scott Road Beach Access and Burney Park, and another other County public beaches as determined by mutual written agreement of the City and the County.

3. Term and Effective Date. The term of this agreement begins October 1, 2010 and ends September 30, 2014. This Agreement shall be automatically renewed on an annual basis unless terminated in accordance with section 9 herein.

4. Employee Status. Persons employed by the City, who provide ocean rescue service for County public beaches shall 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 granted by their respective employing agency.

5. Duties and Responsibilities. City shall provide Ocean Rescue Lifeguards for Peter's Point Park, Scott Road Beach Access, and Burney Park:

- A. Eight (8) Lifeguards will be the daily seasonal average staffing.
- B. Fernandina Beach Fire-Rescue Department will maintain overall managerial control over Ocean Rescue services provided to Nassau County:
  1. The City will cooperate with the County Manager to meet the County's needs and address mutual concerns.
  2. Fernandina Beach Fire-Rescue will have the ability to increase or decrease service levels on any given day based on weather, ocean conditions, beach attendance, or any other circumstances that could dictate service levels.
- C. Ocean Rescue services will be provided annually on a seasonal basis beginning on the first weekend in May and will continue through Labor Day:
  1. Weekend service during the month of May.
  2. Service level will be increased to seven (7) days/week after Memorial Day and will continue at this level through Labor Day.

3. Fernandina Beach Fire-Rescue will be notified by the County of any Special Events (i.e. Triathlon) that require additional staffing. The City will bill the promoter of the special event for the additional staff and equipment required for the event per City Ordinance.
  
6. Fees. The County shall pay to the City One Hundred Thirteen Thousand Dollars (\$113,000.00) annually for providing ocean rescue services for County public beaches in accordance with the duties and responsibilities stated above, and the fees and costs shall be allocated by the City as follows:
  - a. Ten thousand dollars (\$10,000.00) for operating costs and one hundred three thousand dollars (\$103,000.00) for personnel;
  - b. The \$10,000.00 operating costs is a fixed annual expense, unless the City and County agree to the additional costs as provided in this Agreement, and will be due prior to the end of the first week in January each year;
  - c. The City shall bill the County for personnel expenses on a monthly basis after the season has begun. The personnel billing will be for actual costs based on the total number of lifeguards used in the preceding month. Annual personnel costs will not exceed one hundred three thousand dollars (\$103,000.00) unless the City and County agree to the additional costs as provided in this Agreement;
  - d. Personnel costs will include the hourly wage plus benefits paid to lifeguards. For the purpose of this agreement a daily rate of one hundred eighteen dollars and thirteen cents (\$118.13) per lifeguard per day (based on average lifeguard wages and benefits for the 2011 season) will be the billing rate for ocean rescue personnel services unless the City and County agree to the additional costs as provided in this Agreement;
  - e. Because the possibility of unexpected increases in the costs associated with providing Ocean Rescue services exists, both the City and the County agree to the following:
    - i. Throughout the duration of this agreement, the City shall notify the County by November 30<sup>th</sup> of each year of any increases in the costs associated with providing the services that have been described in this document above the one hundred thirteen thousand dollars (\$113,000.00) that has been guaranteed for the first year.
    - ii. The City shall provide an explanation to justify any increases in service costs. The County will have the option of accepting the City's explanation of the increase and agree to the adjusted fee for services or the County may choose to exercise the termination clause of this agreement as described under section 9 (Termination).
  
7. Minor Equipment and Operating Supplies (exhibit A) The County agrees to transfer ownership to the city at no cost to the City. The City shall utilize this equipment and supplies at their discretion to perform the duties and responsibilities under 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 shall 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 shall constitute a waiver of immunity or limitation of liability the City or County may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

9. Termination. This agreement may be terminated, without cause, by either party. The terminating party shall give the other party at least ninety (90) days written notice of its intent to terminate and the termination date. The County shall pay the City for any and all ocean rescue services provided, including but not limited to, personnel costs, up to and including the date of termination.

10. Notices. Any notices required pursuant to this Agreement shall be to the following:

To the County:

Ted Selby  
County Manager  
96135 Nassau Place  
Suite 1  
Yulee, FL 32097

And a copy to:

David Hallman  
County Attorney  
96135 Nassau Place  
Suite 6  
Yulee, FL 32097

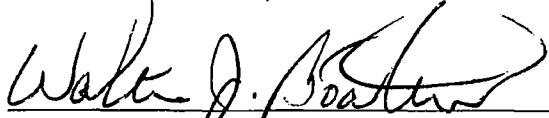
To the City:

Michael Czymbor  
City Manager  
204 Ash Street  
Fernandina Beach, FL 32034

And a copy to:

Tammi Bach  
City Attorney  
204 Ash Street  
Fernandina Beach, FL 32034

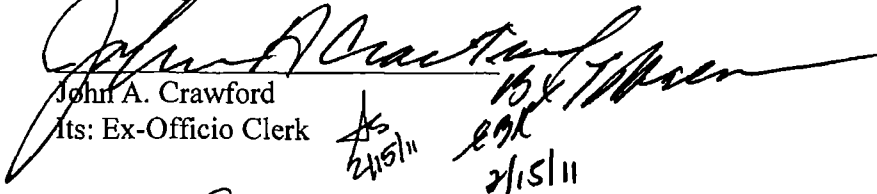
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



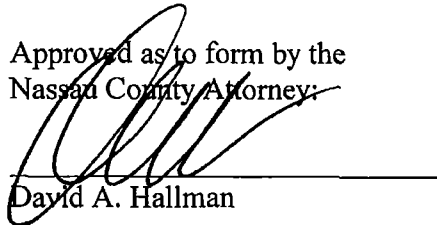
WALTER J. BOATRIGHT

Its: Chair

Attest as to authenticity of  
Chair's Signature:

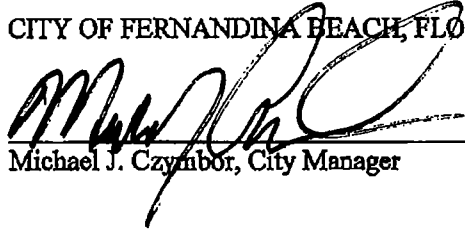
  
John A. Crawford  
Its: Ex-Officio Clerk  
*to 2/15/11* *138/1/11* *2/15/11*

Approved as to form by the  
Nassau County Attorney:

  
David A. Hallman

Contract Number CM1721

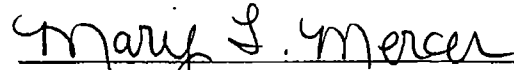
CITY OF FERNANDINA BEACH, FLORIDA



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Michael J. Czymbor, City Manager

ATTEST:



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Mary L. Mercer

APPROVED AS TO FORM:



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Tammi E. Bach, City Attorney

## Exhibit "A"

<b>Nassau County Ocean Rescue Surplus Equipment Inventory</b>						
<b>Item</b>	<b>Quantity</b>	<b>Excellent Condition</b>	<b>Good</b>	<b>Fair</b>	<b>Poor</b>	<b>Comments</b>
Umbrellas	11	4	4	3		
Truck Rack	1	1				
Binoculars	10	4			6	
Red Cans	20	6	14			6 are new
Backboards	5		5			
Large Fins	14		14			assorted sizes
Air Horns	1	1				
Air Horn Refills	1	1				
Life Jackets	3		3			
Competition Beanies	16		16			
Rescue Sled	1			1		
Pocket Mask	1		1			
Flag, green	22	22				
Flag, purple	20	20				
Flag, yellow	12	12				
Flag, red	18	18				
AED	1		1			
Rescue Tubes	16	6	2	8		
Lanyards	13	13				
Snorkels	1		1			
Masks	1		1			
Marker Buoys	2		2			
Oxygen bottle kit	1	1				
Lanyard, can	3	3				
"Head Wedge"	10	10				
resuscitator, dispos.	16	16				
Blood Bourne path. Kit	2	2				
collar, immobil.	6	6				
head immobil.	5	5				
fin, Sboard, flex	3	3				

RESOLUTION 2011-30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH THE NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS FOR OCEAN RESCUE SERVICES ON PUBLIC BEACHES; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the initial term of the agreement is for three (3) years; and

WHEREAS, the County shall pay to the City one hundred thirteen thousand dollars (\$113,000.00) annually in accordance with the duties and responsibilities as stated in the proposed agreement; and

WHEREAS, the Nassau County Board of County Commissioners approved this Interlocal Agreement for Ocean Rescue Services at their meeting on February 9, 2011.

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

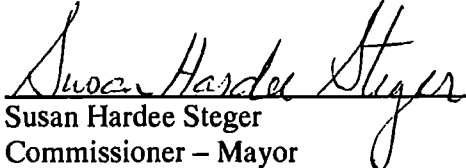
SECTION 1. The City Commission here approves the Interlocal Agreement with the Nassau County Board of County Commissioners, attached hereto as "Exhibit "A", for Ocean Rescue Services for Peter's Point Park, Scott Road Access, and Burney Park.

SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Interlocal Agreement, upon review and approval by the City Attorney.

SECTION 3. This Resolution shall become effective immediately.

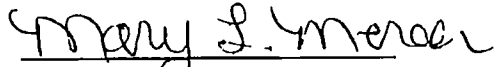
ADOPTED this 1st day of March, 2011.

CITY OF FERNANDINA BEACH

  
Susan Hardee Steger  
Commissioner – Mayor

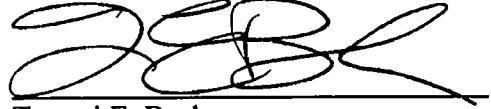


ATTEST:



Mary L. Mercer  
City Clerk

APPROVED AS TO FORM:



Tammi E. Bach  
City Attorney