

**AMENDMENT NO. 03 TO THE INTERLOCAL
AGREEMENT FOR OCEAN RESCUE SERVICES**

THIS AMENDMENT made and entered into this _____ day of _____, 2022 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 **City of Fernandina Beach, Florida**, a political subdivision of the State of Florida, hereinafter referred to as "City".

WHEREAS, the parties entered into an Agreement dated February 9, 2011; and

WHEREAS, the Agreement provided for an initial term of four (4) years beginning October 1, 2010 and ending September 30, 2014, which shall be automatically renewed on an annual basis unless terminated in accordance with Section 9 (Termination) of the Agreement; and

WHEREAS, the parties entered into subsequent renewal periods for the period of October 1, 2014 through September 30, 2022; and

WHEREAS, the Agreement was amended and increased by \$5,000 for personnel cost November 27, 2017 in accordance to Section 6 (e); and

WHEREAS, the Agreement was amended and a second increase by \$17,000.00 October 1, 2020 for personnel cost arising from demand placed on these services due to warmer temperatures and the need for a longer season in accordance to Section 6 (e); and

WHEREAS, the parties also amended season services detailed in Section 5 (c) of the Agreement to begin the first weekend in March replacing the original season start date of the first weekend in May and extending service levels to seven days/week after Memorial Day and continuing after Labor Day through the end of September; and

WHEREAS, the Agreement will automatically renew on October 1, 2022 for a period of one year and the parties desire to amend the Agreement to allow for a third increase in the amount of \$66,000.00 annually beginning October 1, 2022 because of rising operating expenses and the demand placed on these services due to warmer temperatures, rising employee cost and the need for a longer season in accordance to Section 6 (e).

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

1. The Agreement shall be amended to increase costs by \$66,000.00 annually beginning October 1, 2022 as requested in the letter dated May 12, 2022 attached as Attachment "A". The new annual cost shall be \$201,000.00.
2. All other provisions of said Agreement not in conflict with this Amendment shall remain in full force and effect.

(Signatures Continued on Next Page)

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

JEFF GRAY
Its: Chairman

ATTEST TO CHAIR'S SIGNATURE

JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legality
By the Nassau County Attorney

Denise C. May

(Signatures Continued on Next Page)

CITY OF FERNANDINA BEACH, FLORIDA

By: _____
Its: _____

Attachment “A”



City of Fernandina Beach
Office of the City Manager

Mr. Dale L. Martin
dmartin@fbfl.org

May 12, 2022

Mr. Taco Pope
County Manager
96135 Nassau Place
Suite 6
Yulee, FL 32097

Re: Contract CM1721

Dear Mr. Pope:

Amid rising Ocean Rescue operating expenses and the demand placed on these services due to warmer temperatures, rising employee cost and the need for a longer season, the City of Fernandina Beach is requesting an amendment to contract CM1721 entered on February 9, 2011. The following amendments to said contract are being requested for the **2022/2023** Ocean Rescue season:

1. Increase the amount of the above contract to two hundred one thousand dollars (\$201,000.00) and extend said contract through September 30, 2023.
2. Ocean Rescue Services will be provided annually on a seasonal basis beginning the first weekend in March and continuing through Labor Day at the following service levels:
 - a. Weekend service in May through Memorial Day.
 - b. Service levels will increase to seven days/week after Memorial Day through Labor Day.

Ocean Rescue services on City beaches are scheduled (in 2023) to continue after Labor Day through the end of September. If County officials desire extended Ocean Rescue services to correspond with the services provided within the City, please contact Chief Silcox, Fernandina Beach Fire Department, for additional information.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Dale L. Martin", is written over a light blue horizontal line.

Dale L. Martin
City Manager

**BOCC CONTRACT
APPROVAL FORM**

BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT
TRACKING NO.

CM1721-A3

GENERAL INFORMATION

Requesting Department Fire Rescue

Contact Person: B. Rigdon / C. Holmes

Telephone: (904) 530.6600 x3 Fax: (904) 321.5748 Email: brigdon@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: City of Fernandina Beach

Address: 204 Ash Street, Fernandina Beach, FL 32034

City

State

Zip

Contractor's Administrator Name: Dale L. Martin Title: City Manager

Telephone: (904) 310.3100 Fax: (904) 340.3452 Email: dmartin@fbfl.org

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Dale L. Martin

Authorized Signatory Email: dmartin@fbfl.org

CONTRACT INFORMATION

Contract Name: Interlocal Agreement for Ocean Rescue Services

Description: Lifeguard services for Nassau County public beaches

GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$135,000.00

APPROXIMATE IF NECESSARY

Source of Funds/Account: 01075572-534000 Termination/Cancellation: _____

Authorized Signatory: Jeff Gray, Chairman

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 2/9/11 to: 9/30/22

Status: New Renew x Amend#3 WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other

If Processing an Amendment:

Contract #: CM1721-A3 Increased Amount to Existing Contract: \$66,000.00

New Contract Dates: 2/9/11 to 9/30/23 Total or Amended Amount: \$201,000.00

Continued on next page

CHECKLIST

Review/Complete before sending contract for final signature

Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	Dept
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. _____
Department Head/Contract Manager Date
2. _____
Procurement Date
3. _____
Office of Mgmt & Budget Date
4. _____
County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. _____
County Manager Date

RETURN ORIGINAL(S) TO CONTRACTS MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

Original: Clerk's Services; Contractor (original or certified copy)
Copies: Department; Procurement; RLS Distribution; Clerk Services BOCC

CM1721-A2

**AMENDMENT NO. 02 TO THE INTERLOCAL
AGREEMENT FOR OCEAN RESCUE SERVICES**

THIS AMENDMENT entered into this 8th day of June, 2020 by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter referred to as "County") and City of Fernandina Beach, Florida, a political subdivision of the State Of Florida, (hereinafter referred to as "City").

WHEREAS, the parties entered into an Agreement dated February 9, 2011; and

WHEREAS, the Agreement provided for an initial term of four (4) years beginning October 1, 2010 and ending September 30, 2014, which shall be automatically renewed on an annual basis unless terminated in accordance with section 9 (Termination) of the Agreement; and

WHEREAS, the parties entered into subsequent renewal periods for the period of October 1, 2014 through September 30, 2020; and

WHEREAS, the Agreement was amended and increased by \$5,000 for personnel costs November 27, 2017 in accordance to section 6 (e); and

WHEREAS, the parties desire to amend the Agreement for a second increase in personnel costs in the amount of

\$17,000.00 beginning October 1, 2020 arising from demand placed on these services due to warmer temperatures and the need for a longer season; and

WHEREAS, the parties desire to also amend season services detailed in section 5 (c) the Agreement to begin the first weekend in March replacing the original season start date of the first weekend in May.


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

1. In accordance to section 6 (e) of the Agreement dated February 9, 2011 notification will be provided by November 30th of each year of any price increase in the costs associated with provided services. With a request to increase personnel costs to \$125,000.00 beginning October 1, 2020 provided in a letter dated November 26, 2019 included as Attachment "A".
2. In accordance with Section 3 of the Agreement, the Agreement will automatically renew on October 1, 2020.
3. The season services detailed in Section 5 (c) will now begin the first weekend in March and will

continue through Labor Day replacing the original season start date of the first weekend in May.


4. All other provisions of said agreement not in conflict with this Amendment shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



DANIEL B. LEEPER
Its: Chairman

ATTEST TO CHAIR'S SIGNATURE



p.p. JOHN A. CRAWFORD
Its: Ex-Officio Clerk

mb
6.11.20

Approved as to form and legality by the
Nassau County Attorney:



MICHAEL S. MULLIN

(Signatures Continue on Next Page)

CITY OF FERNANDINA BEACH, FLORIDA

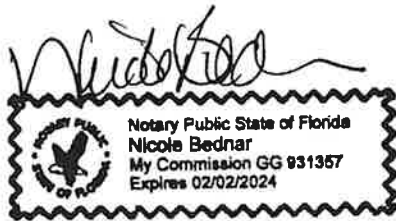
Dale L. Martin
By: Dale L. Martin
Its: City manager

STATE OF Florida
COUNTY OF Nassau

Sworn to (or affirmed) and subscribed before me by means of
☒ physical presence or ☐ online notarization, this
24th day of June, 20 20.

Personally known ☒ or Produced Identification

(Specify type of Identification)



Nicole Bednar
Notary Public
Feb. 2, 2024
My commission expires

ATTEST:

By: Caroline Best
Printed Name: **Caroline Best**
Title: **City Clerk**
Date: 6/24/20

APPROVED AS TO FORM AND LEGALITY:

[Signature]
CITY ATTORNEY

ATTACHMENTS:

Description	Upload Date	Type
<u>City Correspondence</u>	5/26/2020	Cover Memo
<u>Amendment 2 to Contract</u>	5/26/2020	Cover Memo
<u>Amendment 1 to Contract</u>	5/26/2020	Cover Memo
<u>Contract CM1721</u>	5/26/2020	Cover Memo

Sabrina Robertson

From: Sharon Johns
Sent: Tuesday, May 26, 2020 2:57 PM
To: Sabrina Robertson
Cc: Megan Diehl; Grayson Hagins; Amy Bell
Subject: RE: Lifeguards
Attachments: RE: County Lifeguard - CM1721; CM1721-A2 City of Fernandina - Ocean Rescue Services.pdf; CM1721-A2 Letter - Attachment A.pdf

Hi Sabrina,

Please find attached the drafted amendment (CM1721-A2) for Board approval. Additionally attached is an email from the City where we reached out to clarify the amount of the amendment. Please note the that the \$125,000.00 stated in the letter pertained to the personnel portion only and not the entire contract amount which will now be \$135,000.00.

Please let me know if I may be of any further assistance.

Thanks,
Sharon A. Johns
Contract Specialist
Nassau County Board of County Commissioners
Contract Management Department
96135 Nassau Place, Suite 2
Yulee, FL 32097
(904) 530-6040

From: Grayson Hagins <ghagins@nassaucountyfl.com>
Sent: Friday, May 22, 2020 4:25 PM
To: Sabrina Robertson <srobertson@nassaucountyfl.com>; Sharon Johns <sjohns@nassaucountyfl.com>
Cc: Megan Diehl <mdiehl@nassaucountyfl.com>
Subject: RE: Lifeguards

Hi Sabrina,

Yes we are in the process of reviewing and will get started ASAP. I had some questions (email attached) after my review that I would like to address first thing Tuesday with Sharon. We hope to have that squared away and an amendment completed next week.

Grayson Hagins
Contract/Purchasing Manager
Nassau County Board of County Commissioners
96135 Nassau Place, Suite 2
Yulee, FL 32097

904-530-6040

ghagins@nassaucountyfl.com

From: Sabrina Robertson <srobertson@nassaucountyfl.com>

Sent: Friday, May 22, 2020 1:39 PM

To: Sharon Johns <sjohns@nassaucountyfl.com>; Grayson Hagins <ghagins@nassaucountyfl.com>

Cc: Megan Diehl <mdiehl@nassaucountyfl.com>

Subject: Lifeguards

Mr. Mullin provided with the two previous contracts and asked me to schedule a contract amendment for an upcoming meeting. Has your office begun working on preparation of the contract amendment?

Sabrina Robertson
Public Information Officer
96135 Nassau Place, Suite 6
Yulee, FL 32097
Office: (904) 530-6010

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

CM1721-A1

CS-17-109

Resolution 2017-163
Exhibit "A"
Contract Tracking No. CM1721-A1

AMENDMENT NO. 01 TO THE INTERLOCAL
AGREEMENT FOR OCEAN RESCUE SERVICES

THIS ADDENDUM entered into this 27th day of November, 2017 by and between the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter referred to as "County") and City of Fernandina Beach, Florida, a political subdivision of the State Of Florida, (hereinafter referred to as "City").

WHEREAS, the parties entered into an Agreement dated February 9, 2011; and

WHEREAS, the original agreement provided for an initial term of four (4) years beginning October 1, 2010 and ending September 30, 2014, with an option to automatically renew on an annual basis.

WHEREAS, the parties entered into subsequent renewal periods for the period of October 1, 2014 through September 30, 2017; and

WHEREAS, the parties desire to amend and extend said Agreement.

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


1. In accordance with Section 3 of the Agreement for Ocean Rescue Services dated February 9, 2011, the performance period is hereby extended for an additional one (1) year beginning October 1, 2017 and ending September 30, 2018.
2. In accordance to section 6 (e) the agreement dated February 9, 2011 notification will be provided by November 30th of each year of any price increase in the costs associated with provided services. A Price increase of \$5,000.00 was given in writing on April 7, 2017 and followed with letter dated September 26, 2017 attached as Exhibit A.
3. All other provisions of said agreement not in conflict with this Addendum shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



DANIEL B. LEEPER
Its: Chairman

ATTEST TO CHAIR'S SIGNATURE



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

MES
11-29-17

Approved as to form and legality by the
Nassau County Attorney:



MICHAEL S. MULLIN

CITY OF FERNANDINA BEACH FLORIDA

By: Dee Martin
Its: City Manager

STATE OF Florida
COUNTY OF Volusia

Before me personally appeared,
Dee Martin, who is personally known ☒ or
produced NA as identification, known
to be the person described in and who executed the foregoing
instrument, and acknowledged to and before me that he/she
executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal, this 14th day of
October, 2017.

Kimberly Elliott Briley
Notary Signature



KIMBERLY ELLIOTT-BRILEY
Notary Public, State of Florida
My Comm. Expires Feb. 5, 2020
Commission No. FF 947535

Notary-Public-State of Florida at large
My Commission expires: 2/5/2020

APPROVED AS TO FORM AND LEGALITY:
SEB
CITY ATTORNEY

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

RESOLUTION 2017-163

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING AMENDMENT NO. 01 TO THE 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, Nassau 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 of Fernandina Beach for the following Nassau County public beaches: Peter's Point Park, Scott Road Beach Access, and Burney Park; and

WHEREAS, the parties entered into an agreement dated February 9, 2011; and

WHEREAS, the original agreement provided for an initial term of four years beginning October 1, 2010, and ending September 30, 2014, with an option to automatically renew on an annual basis; and

WHEREAS, the parties entered into subsequent renewal periods for the period of October 1, 2014, through September 30, 2017; and

WHEREAS, the parties desire to increase the amount by \$5,000 and extend said agreement for an additional year, expiring September 30, 2018.

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

SECTION 1. The City Commission hereby approves Amendment No. 1 to 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 17th day of October, 2017.

CITY OF FERNANDINA BEACH



Robin C. Lentz
Commissioner – Mayor

ATTEST:

Caroline Best

Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:

Tammi E. Bach

Tammi E. Bach
City Attorney

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

Contract Number CM1721

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.

Contract Number CM1721

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 30th 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

Contract Number CM1721

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

Contract Number CM1721

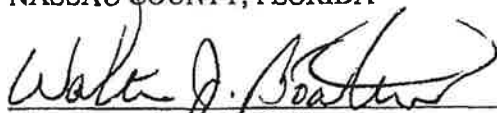
To the City:

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

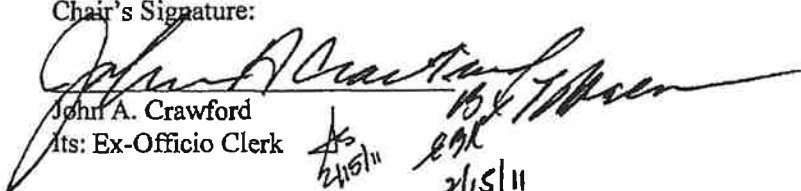
BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



WALTER J. BOATRIGHT

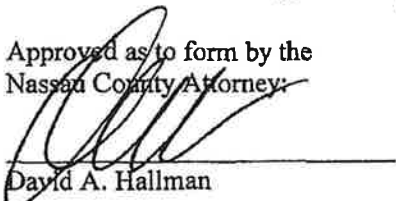
Its: Chair

Attest as to authenticity of
Chair's Signature:



John A. Crawford
Its: Ex-Officio Clerk


Approved as to form by the
Nassau County Attorney:



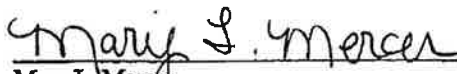
David A. Hallman

Contract Number CM1721

CITY OF FERNANDINA BEACH, FLORIDA


Michael J. Czynbor, City Manager

ATTEST:


Mary L. Mercer

APPROVED AS TO FORM:


Tammi E. Bach, City Attorney

Contract Number CM1721

Exhibit "A"

Nassau County Ocean Rescue Surplus Equipment Inventory						
Item	Quantity	Excellent Condition	Good	Fair	Poor	Comments
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.

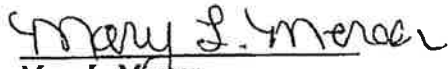
SECTION 3. This Resolution shall become effective immediately.

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

RE: Agreements Expiring Six Months Out - October 2017

Sabrina Robertson

Fri 6/9/2017 4:37 PM

Contracts

To: Charlotte Young <cyoung@nassaucountyfl.com>;

Cc: Angela Gregory <agregory@nassaucountyfl.com>; Constance Holmes <cholmes@nassaucountyfl.com>;

Shanea said that we would like to renew CM1721 (Interlocal for Ocean Rescue) and CM2104 (Housing of EMS Vehicle & ALS Engine), however she indicated that Fire/Rescue should be the responsible party. I think our office generated agenda requests for these two items last time and perhaps that's why they got moved under our department. Please send the new contracts to Constance to prepare an agenda item for the Chairman's signature.

Thank you.

Sabrina Robertson

Administrative Assistant/Project Specialist

Nassau County Manager's Office

96135 Nassau Place, Suite 1

Yulee, FL 32097

Phone: (904) 530-6010

Fax: (904) 321-5784

From: Charlotte Young

Sent: Friday, June 09, 2017 4:27 PM

To: Sabrina Robertson

Cc: Angela Gregory

Subject: RE: Agreements Expiring Six Months Out - October 2017

For the two that state they auto renew, all we need is approval to let it renew.

For CM2138, yes you will need to contact them for a new contract prior to expiration of the current agreement.

From: Sabrina Robertson

Sent: Friday, June 09, 2017 4:12 PM

To: Charlotte Young <cyoung@nassaucountyfl.com>

Cc: Angela Gregory <agregory@nassaucountyfl.com>

Subject: RE: Agreements Expiring Six Months Out - October 2017

Charlotte,

I see three contracts with County Manager as responsible party and I'm not sure how to move forward. CM1721 (Interlocal with City of FB for rescue services) and CM2104 (housing of EMS vehicle & ALS engine) both state they will automatically renew. Do I need to do anything with those?

The other is CM2138 with the City of Jax for Medical Examiner Services. From what I've seen in previous agenda items, they have contacted us to initiate a new contract. Do I need to make contact with them or just wait for them to contact us?

Sabrina Robertson

Administrative Assistant/Project Specialist
Nassau County Manager's Office
96135 Nassau Place, Suite 1
Yulee, FL 32097
Phone: (904) 530-6010
Fax: (904) 321-5784

From: Charlotte Young
Sent: Friday, May 26, 2017 3:48 PM
To: Shanea Jones
Cc: Justin Stankiewicz; Sabrina Robertson
Subject: Agreements Expiring Six Months Out - October 2017

Please find attached report showing agreements expiring October 2017 and the renewal option available.

I will be sending an email report specifically to each Department listed

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

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CM1721

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 30th 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

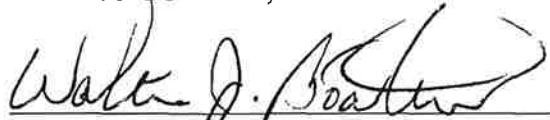
To the City:

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

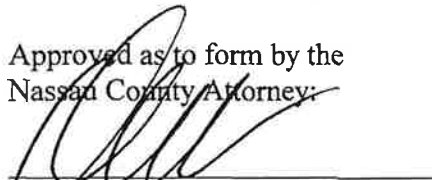
Attest as to authenticity of
Chair's Signature:



John A. Crawford
Its: Ex-Officio Clerk

Handwritten initials and date:
2/15/11
2/15/11

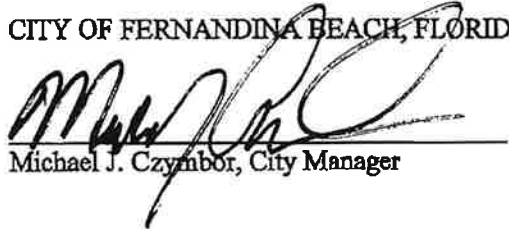
Approved as to form by the
Nassau County Attorney:



David A. Hallman

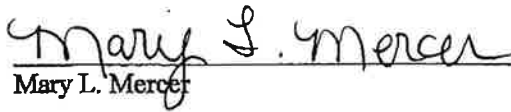
Contract Number CM1721

CITY OF FERNANDINA BEACH, FLORIDA



Michael J. Czymbor, City Manager

ATTEST:



Mary L. Mercer

APPROVED AS TO FORM:



Tammi E. Bach, City Attorney

Exhibit "A"

Nassau County Ocean Rescue Surplus Equipment Inventory						
Item	Quantity	Excellent Condition	Good	Fair	Poor	Comments
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.

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

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

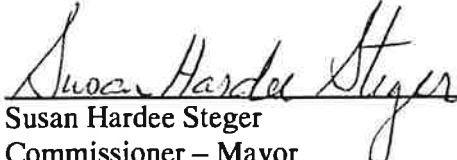
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SECTION 2. The City Manager and City Clerk are hereby authorized to execute the Interlocal Agreement, upon review and approval by the City Attorney.

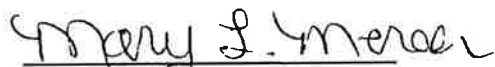
SECTION 3. This Resolution shall become effective immediately.

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

CM1721

AR4, AR5, AR6, AR7

Contract CM1721,

Renewal of Interlocal Agreement for Ocean Rescue Services

This letter confirms the renewal of the Contract on the terms set out below.

General information

No.	Topic	Details
1	Department	Name: Fire Rescue
2	Vendor	Name: City of Fernandina Beach
3	Contract	<p>Contract title: Interlocal Agreement for Ocean Rescue Services</p> <p>Contract tracking number: CM1721-AR7</p> <p>Account No.: 01075572-534000</p> <p>Amount: \$135,000.00</p>

Contract Renewal

On behalf of the Nassau County Board of County Commissioners, the Department gives notice that it wishes to exercise the option to automatically renew the term of the Contract for one (1) year, beginning 10/1/2021 and ending 9/30/2022, in accordance with the provisions of the Contract.

Yours sincerely



 Brady Rigdon, Fire Rescue

9-17-21

 Date

Approved by:



 Procurement

9/21/2021

 Date



 Office of Management & Budget

9/21/2021

 Date



 County Attorney

9/22/2021

 Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL



 Taco E. Pope, AICP, County Manager

9/22/2021

 Date

Contract CM1721,

Renewal of Interlocal Agreement for Ocean Rescue Services

This letter confirms the renewal of the Contract on the terms set out below.

General information

No.	Topic	Details
1	Department	Name: Fire Rescue
2	Vendor	Name: City of Fernandina Beach
3	Contract	Contract title: Interlocal Agreement for Ocean Rescue Services Contract tracking number: CM1721-AR6 Account No.: 01075572-534000 Amount: \$135,000.00

Contract Renewal

On behalf of the Nassau County Board of County Commissioners, the Department gives notice that it wishes to exercise the option to automatically renew the term of the Contract for one (1) year, beginning 10/1/2020 and ending 9/30/2021, in accordance with the provisions of the Contract.

If you need more information or would like to discuss this matter further, please contact John Cox at 904-530-6040 or at jcox@nassaucountyfl.com.

Yours sincerely



 Brady Rigdon, Fire Rescue

7-28-20

Date

Approved by:



 Contract Management

7-29-20

Date



 Office of Management & Budget

8/5/20

Date



 County Attorney

8/11/20

Date

COUNTY MANAGER - FINAL SIGNATURE APPROVAL


 Michael Mullin, County Manager

8/11/20

Date

Contract CM1721,

Renewal of Interlocal Agreement for Ocean Rescue Services

This letter confirms the renewal of the Contract on the terms set out below.

General information

No.	Topic	Details
1	Department	Name: Fire Rescue
2	Vendor	Name: City of Fernandina Beach
3	Contract	Contract title: Interlocal Agreement for Ocean Rescue Services Contract tracking number: CM1721-AR5

Contract Renewal

On behalf of the Nassau County Board of County Commissioners, the Department gives notice that it wishes to exercise the option to automatically renew the term of the Contract for one (1) year, beginning 10/1/19 and ending 9/30/20, in accordance with Section 3, Term and Effective Date, of Contract.

If you need more information or would like to discuss this matter further, please contact Grayson Hagins on 904-530-6040 or at ghagins@nassaucountyfl.com

Yours sincerely



Brady Rigdon, Fire Rescue

10-7-19

Date

Approved by:



Contract Management

10/4/19

Date



Office of Management & Budget

10/11/19

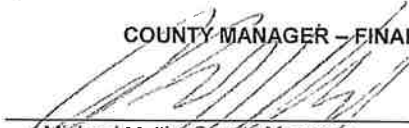
Date



County Attorney

Date

COUNTY MANAGER - FINAL SIGNATURE APPROVAL



Michael Mullin, County Manager

Date

Contract CM1721,

Renewal of Interlocal Agreement for Ocean Rescue Services

This letter confirms the renewal of the Contract on the terms set out below.

General information

No.	Topic	Details
1	Department	Name: Fire Rescue
2	Vendor	Name: City of Fernandina Beach
3	Contract	Contract title: Interlocal Agreement for Ocean Rescue Services Contract tracking number: CM1721-AR4

Contract Renewal

On behalf of the Nassau County Board of County Commissioners, the Department gives notice that it wishes to exercise the option to automatically renew the term of the Contract for one (1) year, beginning 10/1/18 and ending 9/30/19, in accordance with Section 3, Term and Effective Date, of Contract.

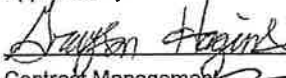
If you need more information or would like to discuss this matter further, please contact Grayson Hagins on 904-530-6040 or at ghagins@nassaucountyfl.com

Yours sincerely


Brady Rigdon, Fire Rescue

9-14-18
Date

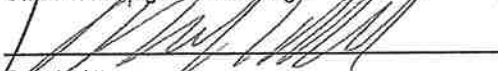
Approved by:


Contract Management

9/17/18
Date


Office of Management & Budget

9/18/18
Date


County Attorney

9/19/18
Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL


Michael Mullin, County Manager

9/19/18
Date

RCVD COUNTY MGR
17 SEP '18 PM2:53