

## **CONTRACT FOR BEACH AND PARK CLEANING SERVICES**

THIS CONTRACT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, 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 **FL & L ENVIRONMENTAL, INC.**, 463688 State Road 200, Suite 1 PMB 444, Yulee, FL 32097, hereinafter referred to as "Vendor".

**WHEREAS**, the Board of County Commissioners of Nassau County, Florida received sealed bids for Beach and Park Cleaning Services, Bid No. NC16-027, on August 9, 2016 at 4:00 p.m.; and

**WHEREAS**, the Facilities Maintenance Department determined that FL & L Environmental, Inc. was the lowest, most responsive and responsible bidder for the bid items as set forth in Attachment "B"; and

**WHEREAS**, Vendor, by submission of the bid, represents that Vendor has the ability to perform this contract as set forth herein and has reviewed and understands Ordinance No. 2016-06 (Attachment C); and

**NOW, THEREFORE**, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

### **SECTION 1. Description of Services to be Provided**

The County does hereby retain the Vendor for the scope of work as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof.

### **SECTION 2. Receiving/Payment/Invoicing**

The County shall pay the vendor within forty-five (45) calendar days of receipt of invoice, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). Payment shall not be made until services have been received, inspected and accepted by the County as set forth in section 3. Payment will be accomplished by submission of an invoice, with the contract number referenced thereon and mailed to Facilities Maintenance, 45195 Musselwhite Road, Callahan, FL, 32011. Payment in advance of receipt of services by Nassau County cannot be made.

The invoice submitted shall be in sufficient detail as to services performed for the County to verify compliance with the awarded bid.

Initials\_\_\_\_\_

**SECTION 3. Acceptance of Goods/Services**

Receipt of an invoice shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough review indicates that the performance meets bid specifications and conditions as determined by the County Manager or his designee. Should the County Manager or his designee agree to accept the performance on condition that the Vendor will correct his performance within a stipulated time period, then payment will be withheld until the services are performed as specified.

**SECTION 4. Fund Availability**

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards shall be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

**SECTION 5. Permits/Licenses/Fees**

Any permits, licenses or fees required for this service will be the responsibility of the Vendor unless otherwise stated.

**SECTION 6. Taxes**

The County is tax exempt. As such, the County will not pay any Federal Excise or State of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

**SECTION 7. Laws Governing this Contract**

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau County, the laws of the State of Florida, and applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida.

**SECTION 8. Changes**

The County reserves the right to order, in writing, changes in the work within the scope of the contract.

**SECTION 9. Modifications**

In addition to modifications made under the changes clause, this Contract may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the County.

**SECTION 10. Assignment & Subcontracting**

The Vendor will not be permitted to assign its contract with the County, or to subcontract any of the work requirements to be performed without obtaining prior written approval by the County Manager.

**SECTION 11. Severability**

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 12. Termination for Default**

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet performance requirement(s) of the Contract and is in default.

**SECTION 13. Termination for Convenience**

The County reserves the right to terminate the Contract in whole or part, said determination shall be in writing for convenience, by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. The written termination should be signed by the County Manager or his designee. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations, if the performance meets the specifications and conditions as determined by the County, to the extent such responsibility has not been excused by breach or default of the Vendor.

**SECTION 14. Force Majeure**

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

**SECTION 15. Access and Audits**

The Vendor shall maintain adequate records to support any and all invoices incurred for work performed and billed for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the clerk's cost, upon five (5) days' written notice.

**SECTION 16. Vendor Responsibilities**

The Vendor will provide the services agreed upon in a timely and professional manner in accordance with specifications.

**SECTION 17. Public Emergencies**

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County.

**SECTION 18. Period of Contract/Option to Extend or Renew**

This Contract shall begin on October 1, 2016 and terminate September 30, 2017 subject to all sections of this contract. The Contract may be extended upon mutual written Contract between the vendor and the County with no change in terms or conditions. Any extension of the Contract under this provision shall be in one (1) year increments. Total contract length and individual one (1) year extensions shall not exceed five (5) years in length. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

**SECTION 19. Exercise of Option**

If the County desires to enter into an option period, the County shall request, in writing, from the Vendor their written statement of intent to enter into an extension of the performance period. The County may provide written request for extension a minimum of thirty (30) days prior to the expiration date.

**SECTION 20. Probationary Period**

The first ninety (90) days of this Contract are to be considered a "probationary" period. At the County's election, this Contract may be terminated by the County Manager or his designee, based on the performance of the Vendor as determined by the County Manager.

**SECTION 21. Supervision**

The Vendor shall act as an independent contractor and not as an employee of the County. The County shall not exercise any supervision or control over the Vendor's performing services under this Contract. The Vendor and any employees shall be accountable not to the County, but solely to the Vendor, who in turn is responsible to the County.

**SECTION 22. Indemnification and Insurance**

The Vendor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to loss to or destruction of tangible property, including loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Vendor and/or Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the County or any of its agents or employees, by any employee of the Vendor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Vendor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefits act.

The vendor shall, on a primary basis, and at its sole expense, agree to maintain in full force and effect at all times during the life of this contract, insurance coverage's, limits, including endorsements, as described herein. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the Vendor is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Vendor under the Contract.

**Workers' Compensation:** The Vendor shall agree to maintain Workers' Compensation Insurance and Employers Liability in accordance with Florida Statute Chapter 440. Coverage must include Employers Liability with a minimum limit of \$100,000 for bodily injury caused by an accident, each accident; \$100,000 for bodily injury caused by a disease, each employee; \$500,000 for bodily injury caused by a disease, policy limit. Vendor shall provide written confirmation from the State of Florida quarterly that his Workers' Compensation Insurance and

Employers Liability is in accordance with Florida Statutes Chapter 440 and that all employees are covered. If the State of Florida determines that Vendor is not in compliance, in that the County has a financial obligation as a result of non-compliance, the Vendor shall within thirty (30) days reimburse the County.

**Business Auto Policy:** The Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor to agree to maintain only Hired and Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate business auto coverage form.

**Commercial General Liability:** Commercial General Liability for public liability during the lifetime of this Contract shall have minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate; and \$2,000,000 Products-Completed Operations Aggregate. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Personal and Advertising Liability, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence basis; the County shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

**Additional Insured Requirements:** Certificates showing proof of the above required insurance shall be provided to the County prior to start of this contract and shall be attached hereto as Exhibit "C". Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include Nassau County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its Commercial General Liability. General Liability, Auto Liability and Workers Compensation policies must contain a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners. The name for the Additional Insured endorsement

issued by the insurer shall read "Nassau County, a political subdivision of the State of Florida, its officers, employees and agents". Above stated insurance policies will be endorsed to unequivocally provide thirty (30) days written notice to the County prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. A copy of the policy endorsements must be included with the Certificate of Insurance. Said liability insurance must be acceptable by and approved by the County as to form and types of coverage. In the event that the statutory liability of the County is amended during the term of this Contract to exceed the above limits, the contractor shall be required, upon thirty (30) days written notice by the County, to provide coverage at least equal to the amended statutory limit of liability of the County.

### **SECTION 23. Disputes**

Any dispute arising under this Contract may be addressed by the County Manager or his designee and the Vendor. Any initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

The County Manager may notify the County Attorney. The County Attorney and the County Manager may meet with the Vendor.

### **SECTION 24. PUBLIC RECORDS**

The County is a public agency subject to Chapter 119, Florida Statutes. Under this agreement, to the extent that the contractor/vendor/consultant is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the contractor/vendor/consultant shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public

records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

If a contractor/vendor/consultant does not comply with a public records request, the County shall enforce the contract provisions in accordance with the contract.

**SECTION 25. Entire Agreement**

The written terms and provisions of this contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or contract documents.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this contract, in two (2) copies, each of which shall be deemed an original on this day and year first above written.

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

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WALTER J. BOATRIGHT  
Its: Chairman

Attest as to authenticity of the  
Chair's signature:

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JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

Approved as to form and legality by the  
Nassau County Attorney

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MICHAEL S. MULLIN

**FL & L ENVIRONMENTAL, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me personally appeared, \_\_\_\_\_, who is personally known \_\_\_\_ or produced \_\_\_\_\_ 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 \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Signature

Notary-Public-State of \_\_\_\_\_ at large  
My Commission expires:

## **EXHIBIT “A” - TECHNICAL SPECIFICATIONS/SCOPE OF WORK**

### **BEACH AND PARK CLEANING SERVICES SCOPE OF WORK AND TECHNICAL SPECIFICATIONS**

1. Vendor shall perform all work and furnish all necessary labor, equipment, material, and transportation in providing beach and park cleaning services.
2. Vendor shall perform beach and park cleaning services as described herein seven (7) days a week.
3. Schedule shall be established as follows:

On-season = March 15 – September 15  
Off-season = September 16 – March 14

4. Areas: South-end Walkover, Burney Park, Peter’s Point Park, Scott Road Beach Access, Dee Dee Bartels – North End Boat Ramp Nature Center and Fishing Pier, Main Beach Park, Seaside Park and North Beach Park. The Atlantic Ocean beach area from the southern boundary of the Fort Clinch State Park south to the northern boundary of the State Park on south end of Amelia Island.
5. **Beach Cleaning:**
  - a) Manual clean seven (7) days a week.
  - b) Vendor shall clean the Atlantic Ocean beach area in Nassau County beaches from the southern boundary of the city limits south to the northern boundary of the State Park and clean City of Fernandina Beach beaches from the southern boundary of the city limits north to the southern boundary of the state park.
  - c) Manual cleaning means cleaning of the beaches by manual picking up litter and debris. This includes anything that is foreign to the beaches and shall include the area on the beaches from the water to the top of the dune facing the beach and at all beach parks, including Peter’s Point, Burney Park, South-end Walkover, Dee Dee Bartels – North End Boat Ramp Nature Center and Fishing Pier, Main Beach Park, Seaside Park and North Beach Park, along with all public walkovers to the beach. This includes the walkovers on and below plus the parking areas. The removal of unsightly and/or dangerous materials, raking the seaweed as needed (all natural debris can be used to prevent erosion) and raking the more heavily used areas weekly.
  - d) Vendor shall bury all sea turtles, after they have been marked and any dead birds and large fish left on the beach.
  - e) This contract does not include the following:
    - 1) Major fish kills
    - 2) Red tide
    - 3) Unusual excessive weather, such as a hurricane, etc.
    - 4) Oil spills
    - 5) Removal of beached whales or large sea creatures

6. **Restrooms:**

- a) Clean restrooms at Burney Park, Peter’s Point and Dee Dee Bartels – North End Boat Ramp Nature Center and Fishing Pier.

- b) Clean restrooms seven (7) days a week
- c) Clean twice (2) daily on holiday weekends; before 7:00 AM and between 12:00 PM and 2:00 PM; Memorial Day weekend (Saturday, Sunday, and Monday); July 4<sup>th</sup> (if part of a weekend, include Saturday and Sunday); Labor Day (Saturday, Sunday, and Monday).
- d) Vendor will provide all cleaning products, disinfectants, paper products and cleaning materials, including garbage can liners. Disinfectants shall be other than chlorine bleach and requires County approval prior to use.

**7. Garbage Containers:**

- a) Vendor shall empty all garbage containers located on the beach, and all garbage containers located at the beach parks, and all garbage containers located at all beach walkovers (beach side and road side parking areas) a minimum of three times a week on Monday, Wednesday, and Friday plus all holidays. The containers that are used or filled more often shall be emptied more frequently.
- b) There are currently 194 garbage containers including 12 in the restrooms. Nassau County and the City of Fernandina Beach reserve the right to add or delete garbage containers to accommodate the areas as beach patron numbers fluctuate. This will not be an increase to the contract amount.
- c) Vendor shall be responsible for all dumping fees. Debris deposited from the dumping of the garbage containers on the beach and all garbage containers located at the beach parks shall be deposited at a properly licensed landfill.
- d) Vendor shall work with the County Facilities Maintenance Director in placing and replacing garbage cans as needed on the County beaches and parks and the City Parks and Recreation Director for City beaches and parks.
- e) Vendor shall provide can liners/trash bags.

**8. Remove and Dispose of Personal Items**

- a) Removal and disposal of personal items left unattended on the beach located in the unincorporated areas of the County beach.
- b) The removal of personal items, considered a nuisance and unlawful, shall be removed daily from 8:00 p.m. until 6:00 a.m., except as otherwise permitted by Ordinance No. 2016-16.
- c) Disposal of personal items removed in accordance with these services are the sole responsibility of the Vendor.

- 9. Vendor shall notify the County Parks and Recreation Department or the City Parks and Recreation Department of any problems or maintenance items the next working day by 9:00 AM. In case of an emergency, the Vendor will notify the maintenance technician on call for the period.
- 10. Vendor shall provide contact information and be subject to respond on an emergency basis, 24 hours a day, seven (7) days per week.
- 11. Invoices will show amounts separately by restrooms, manual beach cleaning, and cost for personal items removed and disposed of.

**(End of Technical Specifications/Scope of Work)**

## ATTACHMENT "B" – BID PRICE SHEET

NASSAU COUNTY  
BEACH AND PARK CLEANING ANNUAL CONTRACT  
BID NUMBER NC16-027

| Section 1: DAILY PICK-UP OF LITTER FROM BEACHES AND ALL PUBLIC WALKOVERS                                            |              |                       |
|---------------------------------------------------------------------------------------------------------------------|--------------|-----------------------|
| 1.1 March 15 to September 15                                                                                        | \$ 4011.00   | per month             |
| 1.2 September 16 to March 14                                                                                        | \$ 1719.00   | per month             |
| SUBTOTAL PER YEAR (includes can liners/bags)                                                                        | \$ 34,380    | per year              |
| Section 2: RESTROOM CLEANING                                                                                        |              |                       |
| 2.1 Burney Park (March 15 to September 15)                                                                          | \$ 1634.11   | per month             |
| 2.2 Burney Park (September 16 to March 14)                                                                          | \$ 700.33    | per month             |
| 2.3 Dee Dee Bartels –NEBR (March 15 to September 15)                                                                | \$ 1634.11   | per month             |
| 2.4 Dee Dee Bartels-NEBR (September 16 to March 14)                                                                 | \$ 700.33    | per month             |
| 2.5 Peters Point Park (March 15 to September 15)                                                                    | \$ 1634.11   | per month             |
| 2.6 Peters Point Park (September 16 to March 14)                                                                    | \$ 700.33    | per month             |
| SUBTOTAL PER YEAR (includes all cleaning and paper supplies and double cleaning on holidays and holiday weekends)   | \$ 42,019.92 | per year              |
| Section 3: REMOVE AND DISPOSE OF PERSONAL ITEMS FROM NASSAU COUNTY BEACHES. (In Violation of Ordinance No. 2016-06) |              |                       |
| 3.1 March 15 to September 15                                                                                        | \$ 2228.33   | per month             |
| 3.2 September 16 to March 14                                                                                        | \$ 955.00    | per month             |
| SUBTOTAL PER YEAR                                                                                                   | \$ 19,099.98 | per year              |
| TOTAL ANNUAL BID                                                                                                    |              | \$ 95,499.90 per year |

COMPANY NAME: FL & L ENVIRONMENTAL INC.ADDRESS: 46368 STATE ROAD 200, SUITE 1  
PMB 444, KULES, FL- 32097PHONE NUMBER: 305-332-7537 FAX NUMBER: email preferenceEMAIL ADDRESS: foreverlawns@netzero.comSIGNATURE: Andre Smith DATE: 8-9-16PRINTED NAME: ANDRE SMITHTITLE: DIRECTOR

REMINDER: THIS FORM IS TO BE INCLUDED WITH BID.  
FAILURE TO SUBMIT ALONG WITH BID MAY BE CAUSE FOR DISQUALIFICATION.

ATTACHMENT "C"

**ORDINANCE NO. 2016-06**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, PROHIBITING AND REGULATING PERSONAL PROPERTY UNATTENDED ON ATLANTIC OCEAN BEACHES WITHIN THE UNINCORPORATED AREAS OF AMELIA ISLAND; PROVIDING FOR PENALTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 125.01, Florida Statutes, the County has the authority to adopt rules and regulations which are not inconsistent with general or special law; and

**WHEREAS**, the Board of County Commissioners of Nassau County, Florida, has been made aware by concerned citizens and organizations of concerns and issues regarding the Atlantic Ocean beaches; and

**WHEREAS**, the beach issues and concerns include, but are not limited to, safety issues, litter, potential degradation of the beach, health and welfare of beach users, and adverse effects to sea turtles and shore birds; and

**WHEREAS**, items left on the beach unattended after certain hours are obstacles for maintenance crews and official use vehicles and the general public; and

**WHEREAS**, the Board of County Commissioners seeks to insure that regulations address the health, safety and welfare of all the citizens that utilize the beach and protects the physical nature of the beach and turtles and shore birds; and

**WHEREAS**, the Florida Fish and Wildlife Conservation Commission has published guidelines to reduce impacts to sea turtles from beach furniture; and

**WHEREAS**, the Board of County Commissioners has determined that items left unattended on portions of the beach interfere with the public's use and are a safety hazard and adversely affect the physical nature of the beach and the general public's safe use of the beach and adversely affect sea turtles and other protected species and affect the general use of the beach; and

**WHEREAS**, the Board of County Commissioners directed specific individuals to: conduct fact finding and receive citizen input, state input, review other county and city ordinances, receive property owners' input and association input; and

**WHEREAS**, the Board of County Commissioners has conducted public hearings; and

**WHEREAS**, the Board of County Commissioners has received recommendations from individual citizens and groups as well as homeowners association representatives; and

**WHEREAS**. In order to protect and maintain the beach for all the citizens that use the beach and the protected species, the Board finds that unattended items left on certain portions of the Atlantic Ocean beaches are injurious to beach goers, official use vehicles and protected species and are a public nuisance; and

**WHEREAS**, the Board finds that Personal Property left unattended, as described herein, on the Atlantic Ocean beaches in violation of this ordinance is neither "lost property" or "abandoned property" as the terms are used in Section 705.101, Florida Statutes; and

**WHEREAS**, Personal Property left unattended as described herein during a time that is prohibited shall be deemed abandoned and are a public nuisance.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Nassau County, Florida, as follows:

**SECTION 1. PURPOSE**

The purpose of this Ordinance is to promote public safety, protect the beach, protect beach users, preserve the natural resources and protect species that inhabit the sand areas.

**SECTION 2. DEFINITIONS**

(1) *Beach* means the zone of unconsolidated material that extends landward from the mean low-water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves.

(2) *Personal Property*: includes but is not limited to: tents (including tent frames), cabanas, umbrellas and other shading devises, beach chairs and other furniture, picnic tables, tiki huts,

volleyball nets, hammocks, floats, sailboards, surfboards, kites, jet skis, sailboats, water cycles and other watercraft, beach toys, grills, nets, coolers, canoes, kayaks and general items for beach recreation, or similar items.

(3) *Dune* means a mound, bluff or ridge of loose sediment, usually sand-sized sediment, lying upland of the beach and deposited by any natural or artificial mechanism, which may be bare or covered with vegetation, and is subject to fluctuations in configuration and location. In the absence of a discernible dune, the seaward boundary of a dune will be deemed to be the line of native vegetation.

(4) *Person* means any natural person, firm, partnership, association, corporation and any other legal entity.

### SECTION 3. DECLARATION OF PUBLIC NUISANCE

Personal items referenced in Section 2(2) that are left unattended in violation of this ordinance are hereby declared to be a public nuisance. No person shall allow the existence of such public nuisance except as set forth herein.

### SECTION 4. PERSONAL PROPERTY PROHIBITED

(1) Personal items left unattended on the beach located in the unincorporated area of the County beach from 8:00 p.m. until 6:00 a.m. daily except as otherwise permitted in this article, shall be considered a nuisance and unlawful.

(2) Any Personal Property left unattended during the hours stated in section (1) shall be deemed to be discarded and the County shall dispose of them except as provided in paragraph 3.

(3) From 8:00 p.m. until 6:00 a.m. daily, items of Personal Property that are relocated, with the upland owner's permission, as close to the farthest point landward of the frontal dune or line of permanent vegetation or where there are no dunes or native vegetation, are relocated as close as practicable to an existing permanent structure or the line of buildings will not be considered a nuisance, unlawful and discarded or a violation of this ordinance provided:

- (a) Such items are not placed on the dune or on native vegetation or under or adjacent to dune walkovers.
- (b) Such items should be stacked. Stacked furniture shall have the shortest edge facing the ocean.
- (c) Such items do not interfere with access to the beach from a public access nor obstruct access to the public beach nor impact native vegetation and are not within ten feet from any turtle nest or other protected species.
- (4) Items left in violation of this Ordinance are declared a public nuisance and shall be removed from the beach by County employees or contract individuals.
- (5) Those who store personal items overnight, as set forth herein, do so at their own risk. The County and the beach maintenance contractor do not assume any liability for items left after 8:00 p.m.
- (6) The County may request written consent from any property owner where there are items placed as set forth in paragraph 3 above. Failure of the owner of record to provide written consent shall cause the items to be removed by the County or its authorized contractor(s) or employees.

#### SECTION 5. PERMITS

- (1) Permits may be issued by the County Manager or designee for activities otherwise prohibited that are found to be necessary for:
  - (a) Reasonable accommodations for persons with disabilities.
  - (b) The permit application shall be on a form, approved by the County Manager, and shall include the information set forth in paragraph 2(a), (b), (c), and (d).
  - (c) The application shall be submitted at least forty-eight (48) hours prior to the issuance of the permit.
  - (d) The application shall contain the name of the individual and the address.
  - (e) The application shall include information provided by the State of Florida indicating the issuance to the applicant of an ADA approved permit.

(2) There shall be no fee for obtaining the permit. Such permit shall include the following:

- (a) Name and contact information of the owner or person in possession and contact of the owner.
- (b) Description of the item.
- (c) Location of the item.
- (d) Duration of time the item will remain in such location.

#### SECTION 6. NOTIFICATION

- (1) The County shall provide notice of this ordinance by posting a permanent sign at the entry of every beach access point. The Amelia Island Tourist Development Council (TDC) shall notify all owners that are required to remit monies pursuant to the TDC ordinance and the owners/agents shall be required to post notices of this ordinance on properties and notify renters. The owners/agents shall provide copies of the notification to the County Manager's Office and to the TDC as well.
- (2) Beach vendors that rent Personal Property for beach use shall remove the Personal Property from the area of the beach addressed herein each day no later than 8:00 p.m.
- (3) The TDC shall prepare a public information statement that provides a summary of the ordinance and publish same in the manner deemed appropriate by the Tourist Development Council. The Tourist Development Council shall provide a summary to all businesses that lease vacation rental properties and condominium associations that remit monies pursuant to the TDC ordinance and all resorts that sets forth the provisions of the ordinance.
- (4) The TDC may also provide public information materials to other businesses as may be appropriate that sell tents and/or Personal Property items that are defined in Section 2(2).

SECTION 7. CONFLICT AND SEVERABILITY

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

SECTION 8. ENFORCEMENT

Nassau County is authorized to enforce this ordinance and may follow the established procedures by the Sheriff's Department, County Code Enforcement Officers and through any civil complaint.

SECTION 9. PENALTY

Any violation of any provision of this code may be the issuance of a citation by a Sheriff's deputy or Code Enforcement Officer as may be adopted by Resolution of the Board of County Commissioners.

SECTION 10. EFFECTIVE DATE

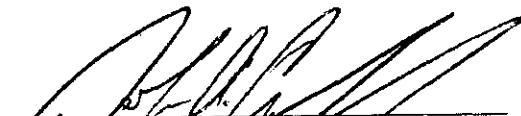
This Ordinance shall become effective May 30, 2016.

DULY ADOPTED this 25th day of April, 2016.

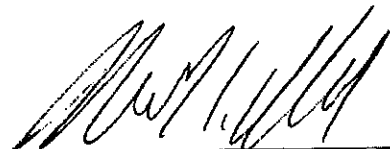
BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
WALTER J. BOATRIGHT  
Its: Chairman

ATTEST AS TO CHAIRMAN'S SIGNATURE:

  
JOHN A. CRAWFORD

Approved as to form by the Nassau County Attorney:

  
MICHAEL S. MULLIN