



**AGENDA
FERNANDINA BEACH CITY COMMISSION
WORKSHOP
JUNE 7, 2022
5:00 PM
CITY HALL COMMISSION CHAMBERS
204 ASH STREET
FERNANDINA BEACH, FL 32034**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. DISCUSSION**
 - 3.1 **ALTERNATIVE REVENUES** - *This item is placed on the agenda at the request of Commissioner Ross.*
 - 3.2 **PROPERTY ACQUISITION** - *This item is placed on the agenda at the request of Commissioner Ross.*
 - 3.3 **YOUTH SPORTS LEAGUE AGREEMENTS** - Staff requests direction on new youth sports league agreements for use of City athletic fields.
- 4. ADJOURNMENT**

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS, AND, FOR SUCH PURPOSES, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE. AT THE DISCRETION OF THE MAYOR, A RECESS MAY BE SCHEDULED EVERY NINETY MINUTES.

Persons with disabilities requiring accommodations in order to participate should contact the City Clerk at (904) 310-3115 or TTY/TDD 711 (for the hearing or speech impaired).

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT:

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: Comm. Ross wishes to discuss additional revenue opportunities such as, but not limited to, fire service fees, municipal utility taxes, special assessments, etc.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S):

Dale Martin, City Manager 5/27/2022

Katie Newton, Legal Assistant 5/27/2022

Date: May 17, 2022

Submitted By: Dale Martin, City Manager

COMMISSION ACTION:

REVENUE

CURRENT SOURCES

35% of Revenue for the General Fund comes from other sources than property tax:

- **Intergovernmental** **6.7%**
 - **State and Federal Grants [variable and unpredictable]**
 - **State 1/2 cent sales tax - population based**
 - **OHPA – being litigated**
 - **State revenue sharing -**
- **Franchise Fees** **6.1%**
 - **Electricity**
 - **Propane Gas**
- **Sales/Use/Fuel Tax** **11.3%**
 - **Small County surtax**
 - **Local option gas tax**
 - **Insurance tax**
- **Charges for services** **7.5%**
 - **Parks & Recreation**
 - **Ambulance**
 - **Ocean Rescue**
- **Licenses & Permits** **1.6%**
- **Fines & Forfeitures** **.1%**
- **Other** **.9%**

TOTAL \$8 million +/-

**PREVIOUSLY SUGGESTED AND PREVIOUSLY REJECTED
ADDITIONAL SOURCES OF REVENUE FOR THE GENERAL
FUND**

- **Paid Beach Parking**
- **Paid Parking Downtown**
- **Increase Electric Franchise Fee**
- **Charge Youth Leagues for Use of Playing Fields**
- **Building Department Fees**

OTHER POSSIBILITIES

Fire Services Currently Cost the City approximately \$3.1 million / year and the 5 Year Estimated Capital Costs are \$3 million +/-.

- **Possibility #1 - Fire Services Assessment Fee**

- Fire Services Assessment Fee is an annual recurring fire services special assessment program which provides a dedicated, stable source of funding for fire services excluding emergency medical services. The assessment can be used to help fund all aspects of the city's fire service program including firefighters, related facilities such as new fire stations and a training facility, apparatus, equipment and programs.
- There are many possibilities on how to apply the fee. One example is listed below:

City Leesburg Current Fire Protection Assessment Rates:

Residential Property Use

Categories

Rate per Dwelling Unit

Residential

\$ 87.00

Non-Residential Property Use

Categories

Rate per Square Foot

Commercial

\$ 0.05

Industrial/Warehouse

\$ 0.02

Institutional

\$ 0.15

Church

\$ 0.04

The Fire Protection Assessment Ordinance provides for certain exemptions for the following categories of property:

- a. Homesteaded, owner occupied residential parcels owned by Low Income Persons as defined in the Ordinance;
- b. Mobile Home Park and Recreational Vehicle Park properties, in accordance with an occupancy formula specified in the Ordinance; and
- c. Wholly tax exempt Church property used primarily for religious purposes

- **Possibility #2 - Special Assessment Fees [SAF]**

Cities are authorized to collect special assessments by F.S. § 170.01. A special assessment is a charge “assessed against the property of a particular locality because that property derives some special benefit” from a government service provided in that locale beyond the general benefit accruing to all citizens.

A Special Assessment Fee can provide for the payment of all or any part of the costs of any such improvements by levying and collecting special assessments on the abutting, adjoining, contiguous, or other specially benefited property.

A special assessment fee can be used to partially or fully fund:

- Roads and Sidewalks
- Road lighting
- Stormwater projects
- Underground utilities
- Sea walls

- **Possibility #3 - Water Public Service Tax**

ARTICLE IV. PUBLIC SERVICE TAX City Ordinances

Sec. 74-128. Same—Other utilities.

There is hereby levied by the city on each and every purchase within the city of electricity, metered or bottled gas (natural, liquified petroleum gas, or manufactured), **water service**, and telegraph service a tax of ten percent of the total amount of the charges made by the sellers. Services competitive with those enumerated in this section shall be taxed on a comparable basis at the same rate. The tax imposed by this section shall not be applied against any fuel adjustment charge.

(Code 1955, § 21-3; Ord. No. 731, 2-3-87; Code 1991, § 118.01)

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT: Comm. Ross wishes to discuss property acquisition as part of the City's riverfront resiliency effort.

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS: Comm. Ross wishes to discuss property acquisition as part of the City's riverfront resiliency effort.

FISCAL IMPACT:

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S):

Dale Martin, City Manager 5/27/2022

Katie Newton, Legal Assistant 5/27/2022

Date: May 17, 2022

Submitted By: Dale Martin, City Manager

COMMISSION ACTION:

Water Front Park - Amelia River Resiliency Plan –

7 June 2022 City Commissioner Workshop

TOPIC: Purchase the Simmons / O'Steen Property

- Purchase of the property allows the acquisition of open park space at the foot of Centre Street to accommodate the increasing city population
- Purchase of the property allows the acquisition of open park space at the foot of Centre Street to accommodate the increasing city population number of residents visiting and living downtown.
- Purchase of the property will allow extension of the River Walk portion of the park to extend from the south end of parking lot D to Alachua Street.
- Purchase of the property will allow the extension of a sidewalk system to allow safe pedestrian access to waterfront parkland.
- Purchase of the property will allow additional parking spaces for waterfront park users.
- The purchase can be wholly funded with currently available funds in the Park & Recreation Impact Fee fund. [FY21-22 Balance Forward \$3,048,924.14]
- The City Commission adopted the Amelia River resiliency plan to prevent flooding of the historic downtown of Fernandina Beach
- City Commission Resolution 2021-2022 adopted a City Commission goal to draft a concept plan for Segments 6 & 7.
- The subject property is located in Segment 7 of the Amelia River resiliency plan.

- This is the section that is the lowest area and frequently floods

Subject Property

Parcel Number: 00-00-31-1760-0001-0020

Short Legal: Parts of Water Lots 1 & 2 , North Front Street

Owners: O' Steen Company LLP (2/3) & Simmons, Richard & Pamela (1/3), 759 North Edgewood Avenue, Jacksonville, FL., 32254

The land was originally purchased by the current group of owners in 1985.

The land is vacant and located in the CRA and Historic Districts.

The previously installed seawall has been in disrepair since at least 2004

The appraised value of the property as on 9 September 2020, as appraised by Diskin Property Research was \$2,299,980.00.



Nassau County 2021 Aerial of Subject Property

FINAL CRA SUBMITTAL

Unsanitary or unsafe conditions



(fig. 1.9) View south along Front Street between Alachua and Centre.

The condition of the property is largely unchanged since the initial CRA determination.



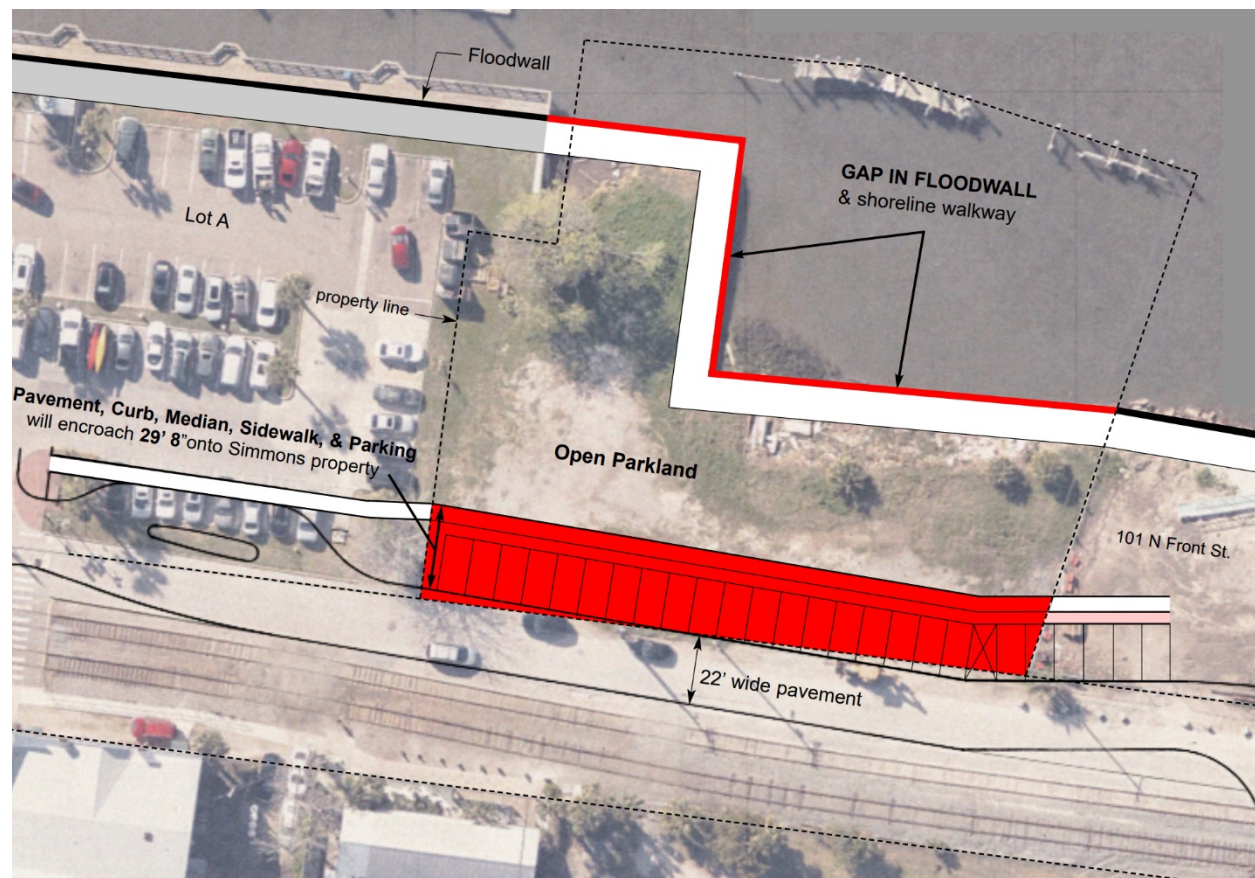
Same view as previous picture approximately 20 years later.

The Amelia River Resiliency Plan proposes to put a flood wall and associated river walk connecting the “parking lot A parcel” and 101 Front Street. Both parcels are owned by the City of Fernandina Beach.

The City has previously engaged with the owner of the subject property, to either purchase all or part of the property or to have an easement for the sea wall and river walk. On 20 January the City Manager wrote a letter to the property owners proposing to negotiate a purchase of a limited portion of the property or acquisition of easements. A formal response was requested by 5:00 PM, 17 February 2022.

There was no response from the property owners.

The area of the subject property and the adjacent City property to the north is where tidal flooding of North Front Street now occurs. This is the lowest point along the waterfront. Without incorporating this property into the seawall protection, the remainder of the project is not worth building.



The way forward:

City Attorney to present an offer to buy property at owner's appraised price of \$2,299,980.00 contingent on clear title. City to pay for title search and title insurance and one half of other closing costs except seller's legal fees. Seller to pay DOC stamps. Seller to have fifteen days to accept offer.

Fund the purchase with currently available Parks and Recreation Impact Fee money.

This will allow the use of the property for open park space, a river walk, parking for the park, pedestrian accessibility to the water front and will also have the added benefit of flood protection.

OR

Do nothing and abandon the expansion of the waterfront park and seawall resiliency project despite the fact that funding from sources other than City tax dollars are currently available to fund the continuation of the effort.

Be transparent and inform the public that **this** City Commission will not acquire the land to complete the waterfront and downtown flood protection. The waterfront will remain in its current state of disrepair and decay. The historic downtown will not be protected from flooding.

DISKIN PROPERTY RESEARCH
REAL ESTATE MARKET ANALYSTS
2938 WELLINGTON CIRCLE
TALLAHASSEE, FL 32309-6885

BARRY A. DISKIN, Ph.D., MAI, AI-GRS, CERT GEN RZ270

Telephone (850) 893-2400

APPRAISAL REPORT

OF

0.88 ACRE

LOCATED AT NORTH FRONT STREET

**CITY OF FERNANDINA BEACH
NASSAU COUNTY, FLORIDA**

**DATE OF VALUE
SEPTEMBER 9, 2020**

**DATE OF REPORT
MAY 8, 2021**

DISKIN PROPERTY RESEARCH
REAL ESTATE MARKET ANALYSTS
2938 WELLINGTON CIRCLE
TALLAHASSEE, FL 32309-6885

BARRY A. DISKIN, Ph.D., MAI, AI-GRS, CERT GEN RZ270

Telephone (850) 893-2400

May 8, 2021

Arthur I. Jacobs, Esq.
Jacobs, Scholz & Wyler
961687 Gateway Boulevard Suite 201-I
Fernandina Beach, FL 32034

Jackson Bowman, Esq.
Moore Bowman & Reese
300 West Platt Street, Suite 100
Tampa, Florida 33606

Re: 0.88-Acre Parcel on North Front Street, Nassau County, Florida
Parcel ID:00-00-31-1760-0001-0020
Owners: O'Steen Company, LLP (2/3) and Richard and Pamela Simmons (1/3)

Dear Mr. Jacobs and Mr. Bowman:

In keeping with our agreement, I submit an appraisal report for the indicated parcel. The purpose of this appraisal is to achieve an estimate of the market value of the fee simple interest, as of the date of value.

For this appraisal report, the findings and conclusions are summarized as outlined in the USPAP Standards Rule 2-2(a). I have maintained all materials collected during the analysis and investigation. These records are available for your review at a mutually agreeable time.

I certify that I have no past, present, or contemplated future interest in the subject property. My compensation for this assignment is not contingent on the opinion of value offered.

To the best of my knowledge and belief, the statements and opinions contained in this report are correct, subject to other conditions specifically mentioned. I also used aerial photographs and county plats to examine the characteristics of the subject parcel.

My opinion of the market value of the fee simple interest, as of the date of value, September 9, 2020, is:

\$2,300,000 (Rounded)

TWO MILLION THREE HUNDRED THOUSAND DOLLARS


Barry A. Diskin, Ph.D., MAI, AI-GRS
State-Certified General Real Estate Appraiser-RZ270

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- ___ The statements contained in this report are true and correct.
- ___ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- ___ I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- ___ I have appraised the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment
- ___ I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ___ My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- ___ Compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ___ The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice*.
- ___ Use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- ___ I inspected the subject property on February 27, 2021.
- ___ As of the date of this report, I have completed the continuing education program for designated members of the Appraisal Institute.

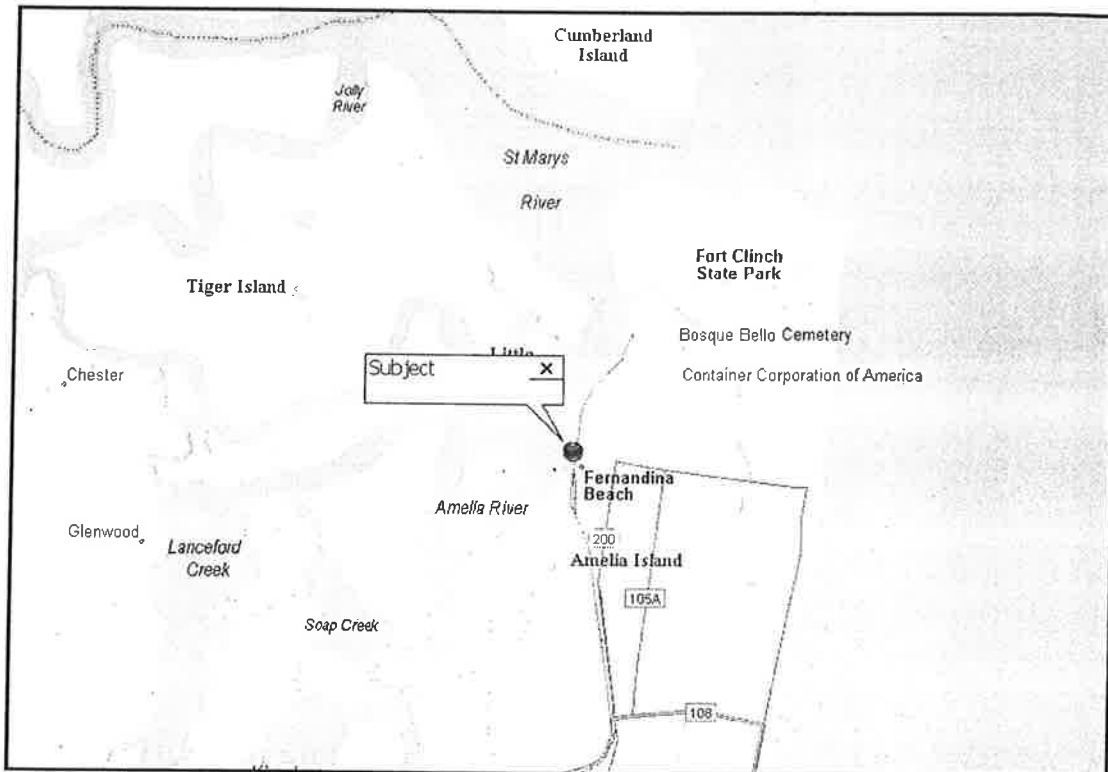
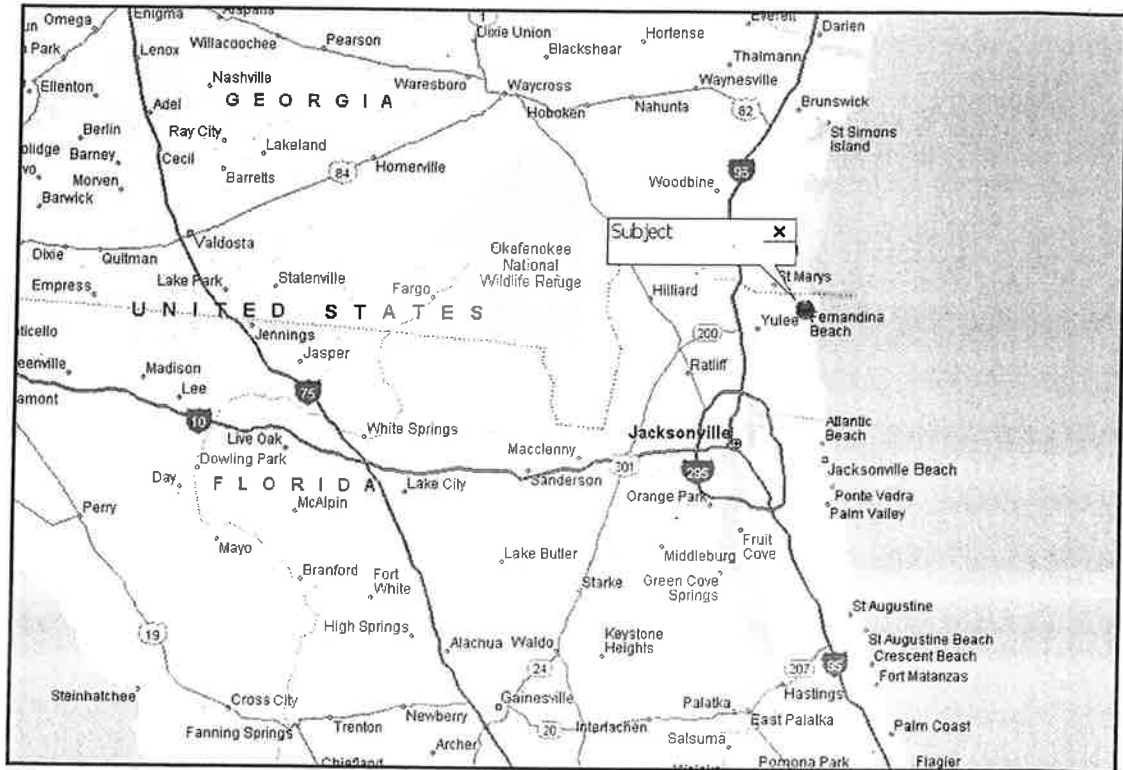


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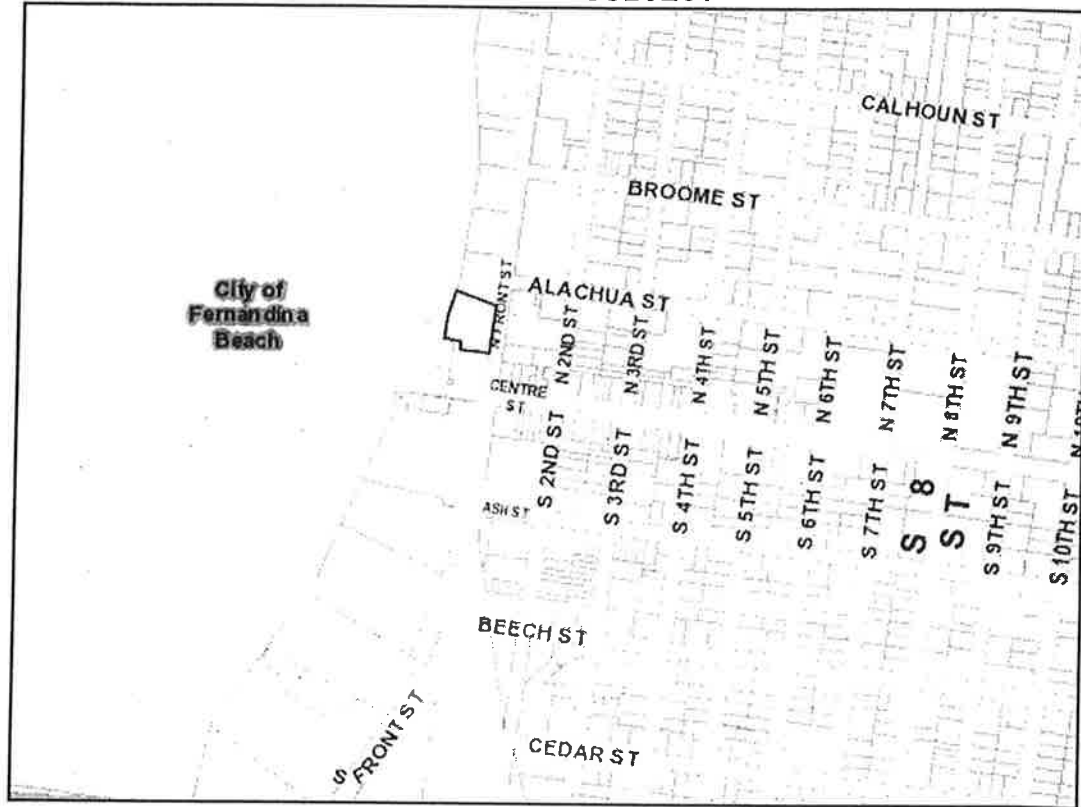
SUBJECT LOCATION MAPS



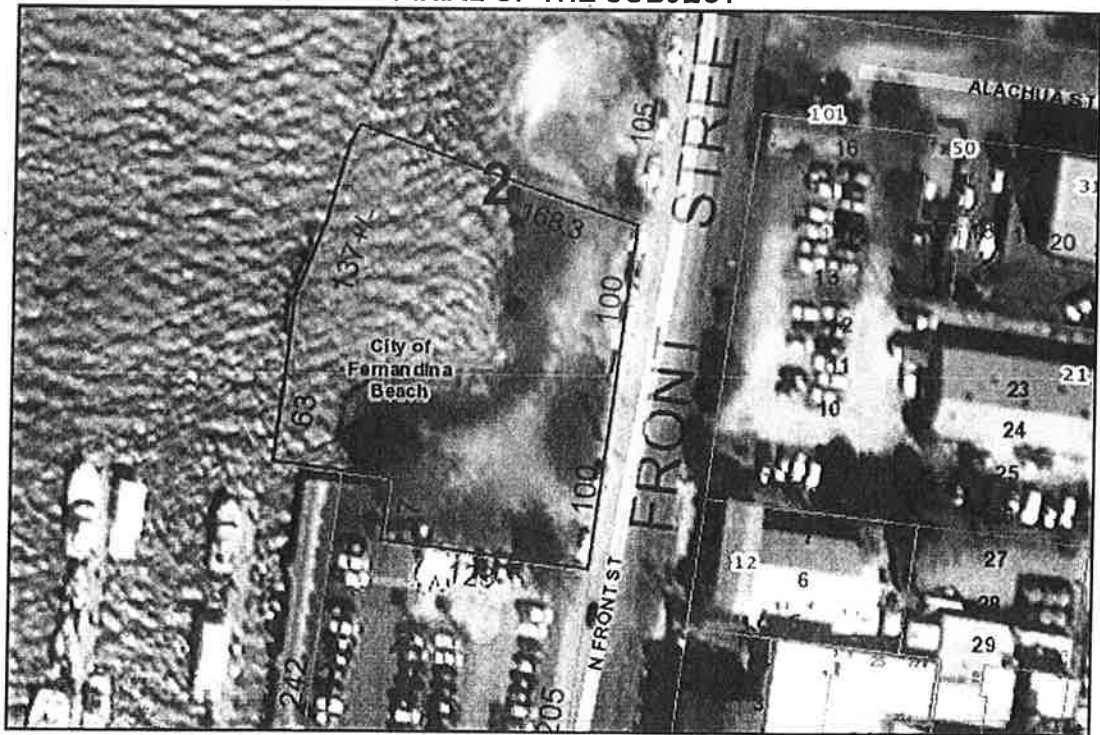
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Real Estate Market Analysts

PLAT OF THE SUBJECT



AERIAL OF THE SUBJECT



DISKIN PROPERTY RESEARCH

Real Estate Market Analysts

Clients - Arthur I. Jacobs, Esq.
Jacobs, Scholz & Wyler
961687 Gateway Blvd. Suite 201-I
Fernandina Beach, FL 32034

Jackson Bowman, Esq.
Moore Bowman & Reese
300 West Platt Street, Suite 100
Tampa, FL 33606

Last Inspected by - Barry Diskin on February 27, 2021

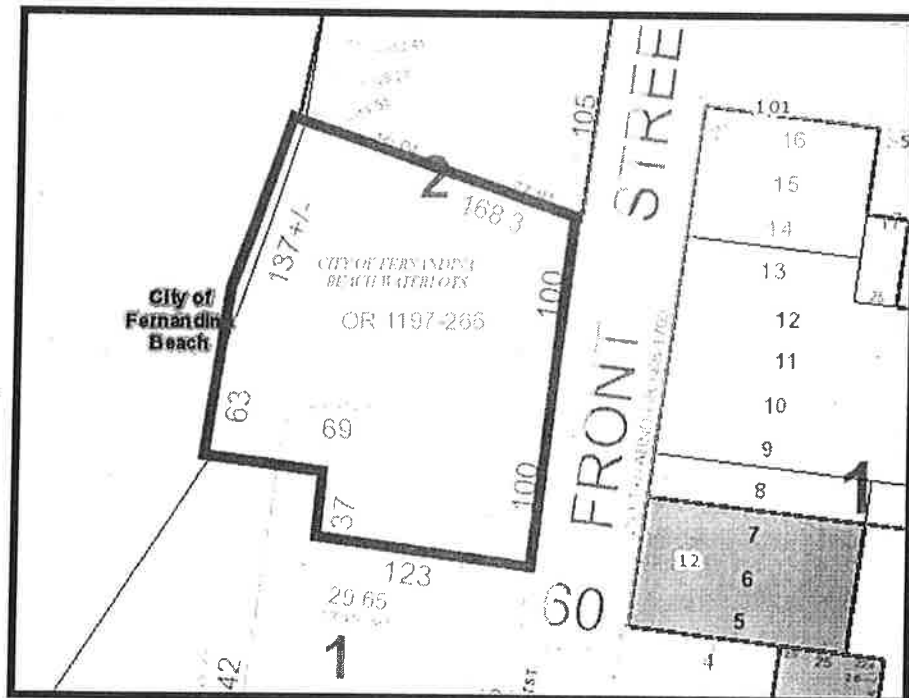
Subject Parcel

The subject site is located along the west side of North Front Street, south of Alachua Street and north of Centre Street, within the city limits of Fernandina Beach, Nassau County, Florida. The western boundary is submerged land within the Amelia River.

The subject parcel is identified in the Nassau County Property Appraiser's records as being owned by the O'Steen Company, LLP (2/3 interest) and Richard and Pamela Simmons (1/3 interest). The Nassau County Property Appraiser assigned the parcel identification number 00-00-31-1760-0001-0020.

Shape and Area

According to the Nassau County Property Appraiser's website (GIS Report), the subject has an irregular shape and totals 0.88 acre or 38,333 square feet. The easternmost portion of the property is uplands. We were not provided a survey. Based on my measurements, using GIS, I estimate about 0.49 acre to be uplands. The submerged portion is usable space. The shape and dimensions are depicted in the following image.



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Access

The subject has access from the west side of North Front Street, a public, paved roadway.

Assessed Value

The 2020 just market value for the subject is \$756,240. Ad valorem taxes were \$9,308.02 with a millage rate of 19.5052.

Site Improvements

Site improvements include piers and dock structures and a collapsing seawall/bulkhead in poor condition.

Flood Zone

The flood zone status of the subject is depicted on FEMA FIRM Panel 12089C0237G. The subject is within Special Flood Hazard Area AE and has a base flood elevation of 10 feet.

Future Land Use and Zoning

The subject property falls under the jurisdiction of the city of Fernandina Beach. The city's comprehensive plan, zoning categories, overlays, and land development code include the long-term goals and intended patterns of harmonious growth for the city. The zoning categories, land development code, and overlays establish the source of development regulations that align with the comprehensive plan to meet those goals.

Future Land Use

The subject's future land use designation is Industrial Waterfront (IW). There is a reasonable likelihood that this could be changed to Waterfront Mixed Use (W-I) due to the subject's location within the Amelia River Community Redevelopment Area. This would add additional permissible uses and could increase density by 100%.

Zoning

The Fernandina Beach Land Development Regulations were created to accomplish the goals, objectives, and policies within the city's comprehensive plan.

Zoning Districts have been established to classify, regulate, and restrict the use of land, buildings, and structures. These districts also provide detailed requirements for area of yards and open spaces. They regulate the intensity of land use and promote orderly growth.

The subject is within the Industrial Waterfront (I-W) zoning district. Intended uses include water dependent and water-related:

- Manufacturing
- Assembling
- Storage
- Distribution
- Sales
- Port operations that are generally high intensity

The following uses *may* also be permissible, and shall be directly related to port activities:

- truck terminals;
- distribution centers;
- offices to support allowable uses;
- warehousing;
- manufacturing and processing;
- green technologies, and support services, which are an integral part of a port-related activity, such as parking facilities, restaurants, or clinics.

The subject is also within the boundaries of two zoning overlays; the Historic District and the Amelia River Community Redevelopment District.

Overlays

The overlays were established by ordinance. Site design standards in the overlay supersede the requirements for the underlying zoning district.

Historic District – New construction design shall be compatible in scale, materials, quality of construction with adjacent designated properties.

Development Standards - Proposed development will be based on the latest edition of *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* from the US Secretary of Interior. Any proposed development must also comply with the Downtown Historic District Guideline (December 1999).

Amelia River Waterfront Community Redevelopment Area (CRA) – The CRA is intended to provide a broader mix of use. It supersedes zoning and is intended to encourage commercial uses. This area allows additional uses to promote revitalization of the working waterfront and adjacent areas.

As previously mentioned, there is a reasonable likelihood that the subject could be changed to the Waterfront Mixed Use land use due to its location within the Amelia River Community Redevelopment Area. A change may also increase the net density by 100%. Conditions for the increased density include:

- 1.) the dedication and acceptance of an easement to the city in order to build a public waterfront along the river and accessways from North Front Street to the waterfront; and;

- 2.) the dedication and acceptance of an easement for mid-lot or mid-block corridors in order to maintain view corridors to the river and to be used as pedestrian access. *(As a result of the city's purchase of the adjacent parcel immediately north of the subject, a riverfront easement in favor of the city already exists.)*

An additional benefit is parking; the developer of Office, Retail, or other Commercial uses may pay a fee in lieu of providing the required parking. (Source 8.01.02, E, 9. Amelia River Waterfront Community Redevelopment Area)

Waterfront Mixed Use (W-1)

According to the Fernandina Beach Land Development Code, 2.01.18 -

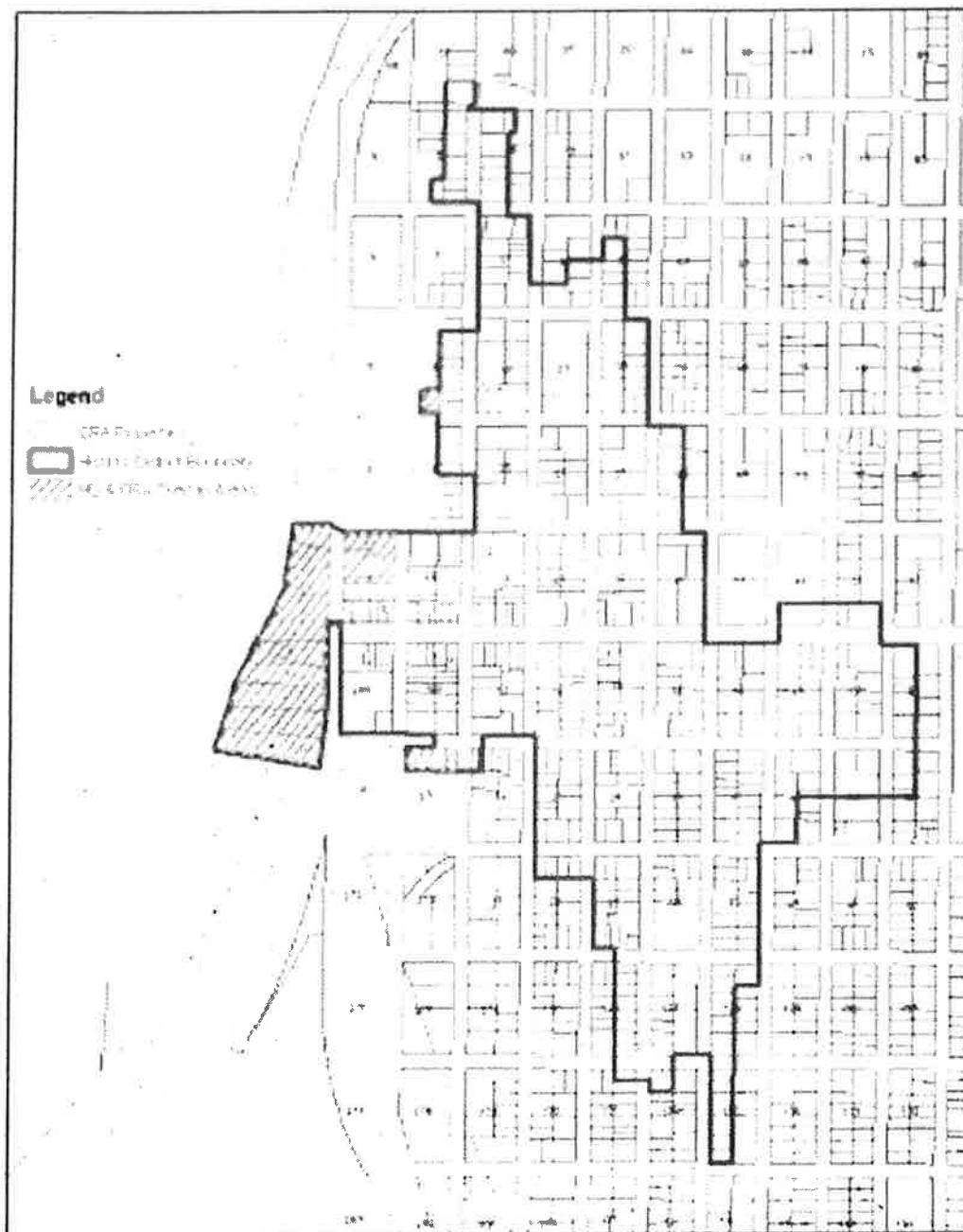
This district is intended for the development and/or redevelopment of waterfront land fronting the Amelia River within the CRA only. The Waterfront Mixed Use District recognizes the desire to maintain existing water relate uses while providing a wider range of uses to encourage deveopments which enhance the public's use of and access to the waterfront.

The following uses that would be permissible within the Waterfront Mixed Use land use include:

- Residential
- Commercial
- Retail stores
- Professional offices

The following graphic shows the outline of each overlay and the overlap area.

Overlay Outlines



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Development Setbacks

	I-W	W-I
Minimum Lot Width	75 feet	25 feet
Maximum Impervious Surface Ratio for lots	60%	60%
Maximum FAR for lots	75%	75%
Maximum Building Height	35	30 feet above BFE
Minimum Setbacks:		
Front	None	Not Required
Side	None	15 feet (north of Centre Street) 30-foot minimum view between buildings (south of Centre Street)
Rear	None	Not Required
Corner Lot side abutting street	None	

Note - Portions of the zoning description are provided in this report while the full district description is available as part of my workfile.

Easements and Encumbrances

No title work was provided. Our research located the following easement over the subject property.

An easement over the submerged lands of the property was established and reserved by the grantor, Island Seafood Company, when the property was purchased by Harold S. O'Steen, Howard K. O'Steen, and Richards S. Simmons on March 27, 1984 (Warranty Deed OR Book 417, Page 147).

The easement clearly states that the easement owner is responsible to maintain the present docks and walkways and any alterations, reconfigurations, or additions created by the grantor in good condition. Following is an excerpt.

Reference Point "A" and to close.

Party of the First Part (herein "Grantor") reserves for itself and its successors and assigns an easement over and upon the walkways and docks located on the water side of said lands for the purpose of docking, loading, unloading and maintaining fishing boats and other watercraft. The easements over said walkways shall be nonexclusive, but the easement over and upon the right to use said docks for mooring boats and other watercraft shall be exclusively Grantor's. Grantees shall not intentionally interfere with Grantor's aforesaid use of said docks. Grantor also reserves such riparian rights as are necessary for the use and maintenance of said docks and walkways. In connection with its use of the docks, Grantor may alter or reconfigure the docks, add docks and connect them to the walkway, provided such alterations, reconfigurations and/or additions do not unreasonably interfere with Grantees' use of the aforesaid lands and the walkway.

Grantor agrees to maintain in good condition the present docks and walkways and any alterations, reconfigurations or additions thereto created by Grantor. Parties of the Second Part (herein "Grantees") may add additional walkways to the existing walkway at their expense, but Grantees shall maintain in good condition any such additional walkways. Any additions constructed by Grantees shall not interfere with Grantor's use of the walkway and docks. Grantees shall maintain all driveways and loading ramps in good condition and shall not alter or relocate them without the consent of Grantor.

Assumption

For this assignment, we assume that the current owners, O'Steen Company, LLP (2/3 interest) and Richard and Pamela Simmons (1/3 interest) own the riparian rights to the subject property.

The use of this assumption might have affected the assignment results.

Purpose of the Appraisal

The purpose of this appraisal is to achieve an estimate of the market value of a waterfront property on the Amelia River that the city of Fernandina Beach seeks to acquire via eminent domain from the property owner, O'Steen Company, LLP (2/3 interest) and Richard and Pamela Simmons (1/3 interest)

Market Value and Fee Simple Defined

For purposes of this report, market value, as defined in Title 12, Chapter 1, Part 34, Subpart C, Code of Federal Regulation, Part 34.42(g) is:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Fee simple estate is defined as:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.¹

¹The Appraisal Institute, *Dictionary of Real Estate Appraisal*, 6th edition (Chicago, IL: Appraisal Institute, 2015), p. 90.

Intended Use and Users of the Report

Arthur I. Jacobs, Esq., Jackson Bowman, Esq., and their respective clients are the intended users of the appraisal report. Attorney Jacobs and Attorney Bowman will use the appraisal report as a basis for establishing compensation to the property owners for the September 9, 2020 eminent domain proceeding taken by the city of Fernandina Beach. I prepared the analysis and report solely for Messrs. Jacobs and Bowman and their clients, the city of Fernandina Beach and the property owners, respectively.

Interest Considered

The fee simple interest of the subject property is being appraised. The interest considered in this analysis is explained in detail in the section titled, *Scope of the Assignment*.

Effective Date of Value

September 9, 2020

Date of Report

May 8, 2021

Sale History

The owners purchased the property on March 27, 1984. Given the age of the sale, it is not relevant to the current market value. Since that time, two \$100 transfers have occurred within the same entity.

There have been no transactions involving the subject property in the last three years. I am not aware of active listings or pending contracts for sale of the site during the months leading up to the September 9, 2020 taking.

Exposure Time

The concept of exposure time is sometimes misunderstood. It is the estimated length of time the subject property would have been marketed prior to the closing of the hypothetical transaction; an appraisal assumes a sale. The supposed closing date, September 9, 2020, is the effective date of value.

The likely exposure time for the O'Steen/Simmons parcel would have been 12-18 months.

NEIGHBORHOOD

The subject is located in Fernandina Beach, a small coastal town on Amelia Island. It is the northernmost city in Florida and the county seat of Nassau County. It is about 25 miles northeast of Jacksonville.

Amelia Island is 13 miles long and varies between 2 and 4 miles wide. The east boundary fronts the Atlantic Ocean and the west boundary fronts the Amelia River. There are two access roads to the island: SR A1A (aka SR 200) which, in the relevant area, has an average daily traffic county of 40,500. The entry point is near the middle of the island. The second access road is First Coast Highway, which enters the island at the southern tip. It has an average daily traffic count of 6,000. Communities on the island include Amelia City, American Beach, Fernandina Beach, and Old Town.

As of 2019, the population was 13,169, a 24.8% increase since 2000.

The island is a popular tourist destination with 13 miles of beaches along the Atlantic Ocean. Amenities include luxury resorts, a marina capable of accommodating 250-foot yachts, the Ritz Carlton Hotel, a municipal airport, and two state parks (Fort Clinch State Park at the northern tip and the Amelia Island State Park facility located near the southern tip of the island). Significant industry includes the Port of Fernandina and two paper mills (Rayonier Advanced Materials and WestRock).

St Mary's Entrance is the north inlet to Fernandina and Nassau Sound is a non-navigable inlet at the southern tip of the island.

Conde Nast Traveler Magazine ranked Amelia Island as Number 9 on its list of Top U.S. Islands.

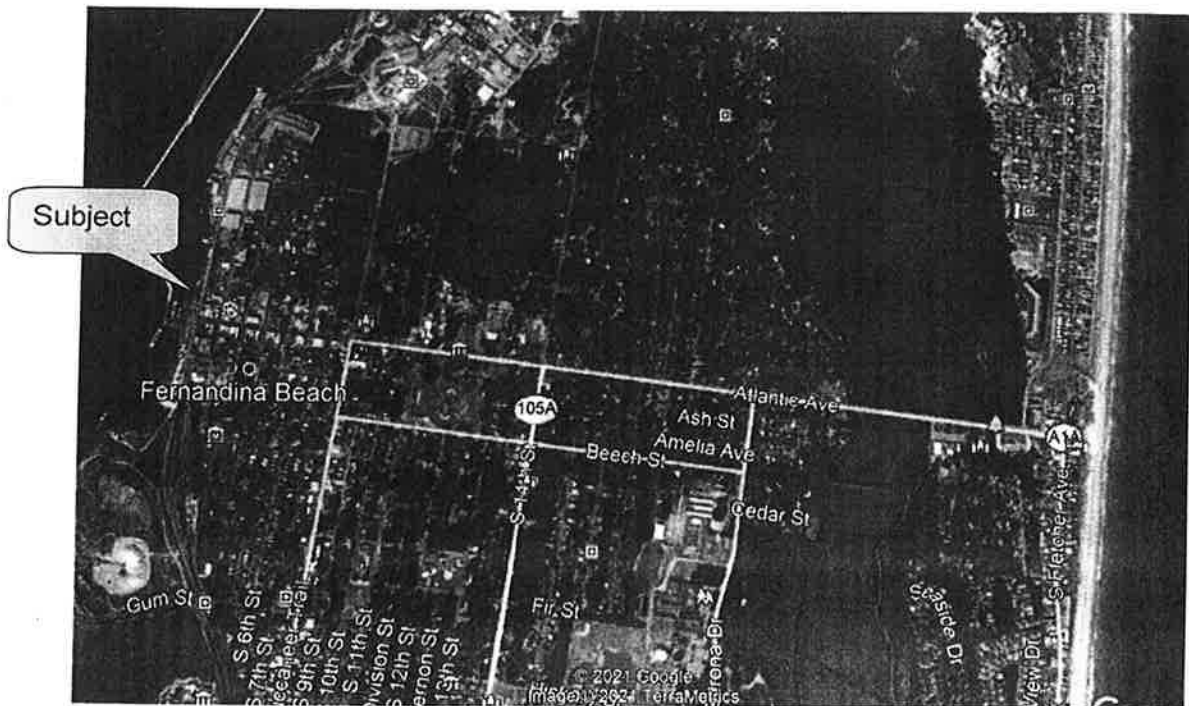
The subject site is on North Front Street immediately adjacent to a city-owned parking lot. To the north are the industrial properties. Across the street are restaurants and shops. To the south are the Oasis Marina at Fernandina Beach and Centre Street/Atlantic Avenue, the main east/west road from the river to the beach through the Central Business District.

Building Permits

From 2015 to 2019, single-family new construction permits increased 90%. According to local Realtors Gary and Fran Farnsworth, the residential real estate market is strong. In 2020, the average home sale price in the county was \$422,056. Condo prices averaged \$540,290.



City of Fernandina Beach



Scope of the Assignment - Description of the Work Process

In the 2020/2021 edition of USPAP, the scope of work is defined as:

the type and extent of research and analyses in an appraisal or appraisal review assignment.

The Scope of the Assignment section of the report is included to clarify the analyst's tasks and goals in the appraisal assignment. The following excerpts address the Scope of Work Rule.

For each appraisal and appraisal review assignment, an appraiser must:

1. identify the problem to be solved;
2. determine and perform the scope of work necessary to develop credible assignment results; and
3. disclose the scope of work in the report.

Identify the Problem to be Solved

According to the 2020/2021 edition of USPAP --

An appraiser must properly identify the problem to be solved in order to determine the appropriate scope of work. The appraiser must be prepared to demonstrate that the scope of work is sufficient to produce credible assignment results.

Problem Identification -- An appraiser must gather and analyze information about those assignment elements that are necessary to properly identify the

appraisal or appraisal review problem to be solved. The identification of the problem to be solved requires the appraiser to identify the following elements:

- client and any other intended users;
- intended use of the appraiser's opinions and conclusions;
- type and definition of value;
- effective date of the appraiser's opinions and conclusions;
- subject of the assignment and its relevant characteristics; and
- assignment conditions.

As presented earlier in the appraisal report, and using the criteria specified above, the appraisal problem for this assignment is presented in the following paragraph.

My task is to offer an opinion of the market value of the fee simple interest of the subject property as of the effective date of value, September 9, 2020.

It is my intent to achieve the opinion of value by following the appropriate guidelines and procedures of the USPAP and the state of Florida.

Scope of Work Acceptability

As presented in the 2020/2021 edition of the USPAP --

- The scope of work must include the research and analyses that are necessary to develop credible assignment results.
- An appraiser must not allow assignment conditions to limit the scope of work to such a degree that the assignment results are not credible in the context of the intended use.
- An appraiser must not allow the intended use of an assignment or a client's objectives to cause the assignment results to be biased.

For this appraisal report, the findings and conclusions are summarized as outlined in USPAP, Standards Rule 2-2(a). The supporting data and other material analyzed in the appraisal process are in my files, which I include by reference.

For information concerning the subject property, I relied on data obtained during a site inspection on February 27, 2020, the Nassau County Property Appraiser's Office, the city of Fernandina Beach Comprehensive Plan, Land Development Regulations, and Building Department, conversations with real estate brokers, and various applications of Google Earth.

Approaches Used

The subject is a 0.88-acre vacant waterfront tract. Existing site improvements are in poor condition and not usable.

Generally, when estimating land value only, the cost and income approaches are not relevant. The appraiser should then look to those procedures appropriate for land valuation. For the present case, I do not believe that exclusion of these two approaches, cost and income, negatively affects the credibility of the results.

For the sales comparison approach, I researched public records through the Nassau County Property Appraiser's database. I also looked at potential comparable sales in Camden County, Georgia. I compiled research to analyze and verify, when possible, sales of properties that were similar to the subject and that occurred within a relevant time period. Generally, I attempted to verify each transaction through the public records, the buyer, the seller, and/or a representative of either party with knowledge of the transaction.

As part of the appraisal process, I inspected the subject property and the parcels deemed comparable. I also used aerial photographs and county plats to examine the characteristics of the subject parcel in comparison to the comparable transactions. I researched the zoning and future land use categories for each of the transactions through the appropriate agencies. I compared the physical characteristics of the comparable sales to those of the subject site and reached a final opinion of value based on these analyses.

Highest and Best Use

The highest and best use concept is reflective of a basic assumption about real estate and market behavior; the price a buyer will pay for a property is based on his or her judgment about the most profitable use of the site or property. Therefore, sites and improved properties tend to be put to their highest and best use and, in this manner, maximize the profit potential for the property owner.

The determination of a property's highest and best use may or may not conform to the existing use of the site, because the alternative uses of the site may be restricted by the presence of improvements or legal constraints. The highest and best use is determined first for the land/site as though vacant and available to be put to its highest and best use. In this part of the analysis, no consideration is given any existing improvements. When appropriate, a second analysis considers the site as improved and factors in the present improvements to the investment decision.

Highest and best use is defined as:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.²

Land value is derived from potential land use and that value depends on the nature of the land's present or anticipated use. According to the concept of surplus productivity, the highest and best use of a site is that use which, among all reasonable alternative uses, yields the highest present land value after payments are made for labor, capital, and coordination.

Legally Permissible

Restrictions, including land use and zoning, must be considered, since they may preclude any other possible highest and best uses.

Permissible uses incorporate industrial and port-operation uses including, but not limited to: manufacturing, assembling, storage, distribution, sales, and port operations that are generally high intensity.

The following uses may also be permissible, and shall be directly related to port activities: truck terminals, distribution centers, offices to support allowable uses, warehousing, manufacturing and processing, green technologies, and support services, which are an integral part of a port-related activity, such as parking facilities, restaurants, or clinics.

A land use change to Waterfront Mixed Use would include the following permissible uses: residential, commercial, retail stores, and professional offices.

Physically Possible

Physical limitations must be considered, since construction may be either impossible or so costly that some uses cannot be reasonably considered. The following physical features affect the development potential of the subject property.

²The Appraisal Institute, *Dictionary of Real Estate Appraisal*, 6th edition (Chicago, IL: Appraisal Institute, 2015), p. 109.

- The subject is 0.88 acre, or 38,333 square feet. An estimated 0.49 acre is uplands and 0.39 acre or 16,988 square feet is submerged land within the Amelia River. Although there is a mix of uplands/submerged lands, waterfront properties often include over-the-water improvements such as dining, docks, and observation areas. I have assumed the property owner is allowed to create improvements that make use of the area over the submerged land.
- The size is sufficient for many of the legally permissible uses.
- The property has sufficient frontage along a paved, public roadway for any of the legally permissible uses.
- The shape is suitable for many of the legally permissible uses.
- The subject has about 200 feet of frontage along North Front Street.

Financially Feasible/Most Profitable Use

All uses that can reasonably be expected to produce a positive return are regarded as financially feasible and are considered. Among the financially feasible alternatives, the use that provides the highest rate of return or value is the highest and best use of the site if vacant. The most profitable use is determined by the property use that would be most readily accepted in its market area.

Based on the information provided throughout this section, it is my opinion that the most profitable use of the subject is to change to the Waterfront Mixed Use zoning/future land use with a small-scale waterfront commercial use. Based on nearby uses a restaurant, bar, or retail shop oriented toward tourism is the most profitable use.

Procedure to Reach an Opinion of Value

Recall that in the Scope of the Assignment section of the report, I explained that only the sales comparison approach to value was used. To apply this approach, the public records were researched for relevant closed transactions, and a search of the internet (as well as a personal inspection of the areas) was made for current listings.

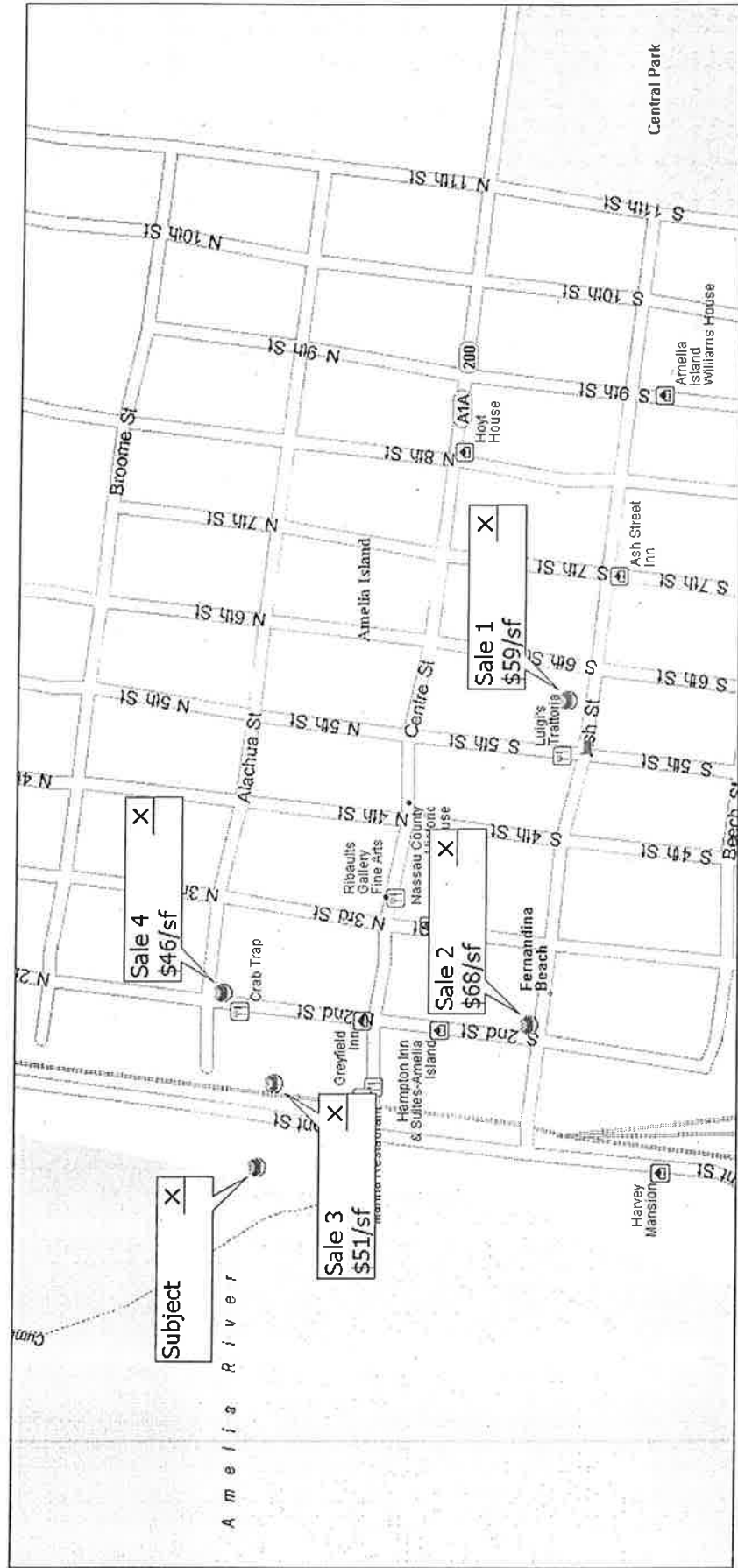
These data were compiled and analyzed to determine which sales were similar to the subject. Generally, attempts were made to verify each transaction through the public records, the buyer, the seller, and/or a representative of either party with knowledge of the transaction. Data concerning the comparable sales and additional data used to reach an opinion of value for the subject property are in my file, which is made part of this report by reference. To the best of my knowledge and belief, the statements and opinions contained in this report are correct, subject to other conditions specifically mentioned.

The subject and comparable transactions were inspected as part of the appraisal process. I also used aerial photographs and county plats to examine property characteristics. The zoning and future land use categories for each of the comparable parcels were researched through the appropriate governmental agencies. Comparisons of the characteristics of the comparable sales to those of the subject were made, and a final opinion of value was reached based on these analyses.

The sale data deemed most comparable to the subject property appear in the following table. The table is followed by a map indicating the location of each parcel in the data set. Typically, vacant land is quoted as either price per acre, price per lot, price per square foot, or price per front foot. Based on my research, the appropriate unit of comparison for the subject property is price per square foot. Specific details of each comparable transaction are presented in an appendix to this report.

Fernandina Beach v. O'Steen Land Sales						
Identification	Subject	Sale One	Sale Two	Sale Three	Sale Four	
Parcel ID Address	00-00-31-1760-0001-0020 North Front Street	00-00-31-1800-0029-0070 511 Ash Street	00-00-31-1800-0269-0100 30 S. 2nd Street	00-00-31-1800-0001-0080 21 North Front Street	00-00-31-1800-0009-0010 201 Alachua Street	
Characteristics						
Size (SF)	38,333	12,632	12,502	39,204	17,500	
Shape	Polygon	Rectangular	Square	Polygon	Rectangle	
Jurisdiction	Fernandina Beach	Fernandina Beach	Fernandina Beach	Fernandina Beach	Fernandina Beach	
FLU	Industrial Waterfront	Central Business District	Central Business District	Central Business District	Central Business District	
Zoning	IW	C-3	C-3	C-3	C-3	
Overlay(s)	Historic District & CRA	Historic District	Historic District	Historic District & CRA	Partial CRA	
Transaction Information						
OR Book/Page		2363/1479	2243/1704	2381/149	2206/1358	
Grantor		Coastal Newspapers	Gary E. Hill	Amelia Historic District Hotel	Alachua Land & Cattle LLC	
Grantee		Kemp/Boyer Trust	Boat House Fernandina	Downtown Crab, LLC	Alachua Group LLC	
Sale Date		5/27/2020	12/14/2018	7/31/2020	6/28/2018	
Sale Price		\$725,000	\$1,100,000	\$2,000,000	\$780,000	
Adjustment		\$18,200	-\$255,000		\$30,000	
Adjusted Sale Price		\$743,200	\$845,000		\$810,000	
Adjusted Price/SF		\$59	\$68	\$51	\$46	

Comparable Transactions Locations



Opinion of Value

The following is a discussion of the four comparable sale properties.

Sale One This 12,632-square-foot property is located about six blocks east of the subject site. It is at the northwest corner of Ash and South 6th Streets. It was improved at the time of purchase; the building was demolished soon after. We were unable to retrieve the actual demolition costs, so we obtained a cost estimate and made an upward adjustment of \$18,200 to the stated sale price. Superior features include its being a corner lot and its location within the Central Business District. Inferior characteristics include its not being on the waterfront and smaller size. The adjusted sale price is a reasonable indication of the value of the O'Steen/Simmons site. It is highly significant, however, that the Ash Street parcel does not include the benefit of a waterfront view.

Sale Two This transaction represents the sale of an improved property located a few blocks southeast of the subject. It is a 12,502-square-foot corner lot at the northeast intersection of Ash and South 2nd Streets. The sale price was adjusted to factor in the cost of existing improvements; this allowed me to achieve an extracted land value. Superior features include the corner attribute and its being within the Central Business District. Inferior characteristics include its not being on the waterfront and smaller size. The adjusted sale price is a good indication of value for the O'Steen/Simmons parcel.

Sale Three This 39,204-square-foot parcel is directly across the street from the subject site. The parcel is bordered at its west by railroad tracks. It has frontage on two streets (North Front and 2nd Streets). At the time of purchase, it was improved with a warehouse building. The listing indicated the improvements are to be demolished. Therefore, the warehouse will be razed and this cost will add to the effective price paid for the site. Similarities to the subject include the frontage along North Front Street and inclusion in the Historic District and the Community Redevelopment Area. Given that Sale Three is not on the river, notwithstanding a highly desirable river view, and the eventual cost to remove the existing building, the indicated price is lower than what should be anticipated for the O'Steen/Simmons site.

Sale Four The size of this parcel is 17,500 square feet. It is located one block northeast of the subject, at the northeast corner of Alachua and North 2nd Streets. There were significant improvements on the property at the time it was purchased, but, according to the grantee, it was purchased for land value only. The property is partially within the CRA. Its not being on the waterfront is a characteristic making it inferior to the subject parcel. It's a reasonable conclusion, therefore, that the indicated price of Sale Four is lower than what should be expected for the O'Steen/Simmons parcel.

Reconciliation

The four sale transactions include parcels with somewhat similar legal, physical, and economic influences. Each has access from a public roadway and the sizes bracket that of the subject.

SIGNIFICANCE OF THE RIVERFRONT

It is generally understood, if not axiomatic, that parcels adjacent to bodies of water will typically fetch higher prices than otherwise similar sites lacking the waterfront attribute. I attempted to apply accepted valuation research methods to establish a systematic adjustment to account for the subject property's adjacency to the Amelia River. Recall that none of the four parcels in the data set are located on a body of water.

The waterfront adjustment data from the various marketplace participants point to a value opinion near the top of the range found in the data set. Recall that the highest indication is from Sale Two at \$68 per square foot.

Discussions with real estate brokers and county assessing officers pointed to a 50 percent differential for a waterfront location. Some matched-pair indications supported that level of increase for being at the edge of the river. The paired-sale data, however, are sparse.

Scarcity

In real estate principles classes, the notion of scarcity and its relationship to value is of principal importance. The scarcity of an item, all other things equal, is accompanied by an increase in its price. The phenomenon is, of course, not unique to real estate but, instead, a common economic principle.

For the case at hand, based on my observations, available waterfront sites are rare near the subject site. Furthermore, the O'Steen/Simmons parcel is situated just south of those sites more likely to be associated with industrial use. The subject site is in the midst of the commercial/tourist activities.

Given the intended users of this report, it is not necessary to delve into a detailed discussion of the nearby uses. Briefly, however, the Salty Pelican is to the immediate east, a parking lot owned by the city of Fernandina Beach is to the immediate south, Brett's restaurant is two parcels to the south of the subject, and, generally, the atmosphere/character of the immediate parcels will be enhanced by the use of the subject in a fashion that complements the proximate restaurants, shops, and bars.

The westerly views at the water's edge are few in that part of Fernandina Beach. Adjacency to the river is a scarce feature. It's that scarcity that adds another component of value to the O'Steen/Simmons property.

Marginal Construction Cost

Given that the parcels included in the sales comparison data set do not have frontage on a body of water, I considered that additional construction cost for building over the water should be anticipated. To account for the marginal cost, I consulted with a structural engineer, two experienced builders, and an architect. Independently, each suggested that the extra cost would be limited to the foundation. Furthermore, the engineer and the architect, again independently, opined that the overall increase in the construction cost should be no more than 10 percent. With that in mind, it is my opinion that the value estimate for the site should not be at the top of the range of indicators.

Value Conclusion

Based on an analysis of the transactions, Sale Three is the most similar property to the subject with respect to location. The reader is reminded, however, that its water view is not equivalent to river frontage. The remaining three transactions also support my opinion of value. My estimate of the market value of the fee simple interest of the subject property, as of the date of value, September 9, 2020, is:

\$60 per square foot x 38,333 square feet (0.88 acres) = \$2,299,980

\$2,300,000 (Rounded)

TWO MILLION THREE HUNDRED THOUSAND DOLLARS

ASSUMPTIONS AND LIMITING CONDITIONS

1. This appraisal represents the best opinion of the analysts as to market value of the property as of the appraisal date. This appraisal report is intended to comply with the reporting requirements set forth under Standard Rule 2-2 (a) of the Uniform Standards of Professional Appraisal Practices.
2. The appraisers have no present or prospective interest in the property that is the subject of this report, and have no interest or bias with respect to the parties involved.
3. No furniture, furnishings, or equipment, unless specifically indicated herein, have been included in my value conclusion. Only the real estate has been considered.
4. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
5. The statements of fact contained in this report are true and correct; the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
6. No engineering survey was made or caused to be made by the appraisers, and any estimates of fill or other site work are based on visual observation. Therefore, accuracy is not guaranteed.
7. No test borings or typing and analysis of sub-soils were made or caused to be made by the appraisers. Soil of the subject parcel appears firm and solid, typical of the area; and subsidence in the area is unknown or uncommon. The appraisers, however, cannot warrant against such condition or occurrence.
8. Compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
9. Sub-surface rights (minerals, oil, or water) were not considered in this report.
10. Any tracts that, according to the survey, map or plat, indicate riparian and/or littoral rights are assumed to go with the property unless easements or deeds discovered by the appraisers are to the contrary.
11. Information as to the type and variety of trees, shrubs, and other vegetation mentioned in the report, if any, are believed correct from observation and personal knowledge, but no responsibility is assumed for complete accuracy.
12. The description and condition of physical improvements, if any, described in this report are based on visual observation. Since engineering tests were not conducted, no liability can be assumed for soundness of structural members.

13. All value estimates are contingent on zoning regulations and land use plans in effect as of the date of appraisal, and based on information provided by governmental authorities and employees.
14. This appraisal report covers only the premises discussed. No figures provided, analyses, or per-unit values derived should be construed as applicable to any other property, however similar they are or appear to be.
15. Distribution of the total valuation in this report between land and improvements applies only under the existing program of use. Separate valuations of land and improvements must not be used in any other manner, nor in conjunction with any other appraisal, and are invalid if so used.
16. Certain data used in compiling this report were furnished by the client, its counsel, employees, and/or agent, or from other sources believed reliable. These data have been checked for accuracy when possible, but no liability or responsibility may be assumed for complete accuracy.
17. A diligent effort was made to verify each comparable sale noted in the report. However, because many principals reside out of the area, or are entities for which no agent could be contacted within the time allowed for completion of this report, some of the sales may not have been verified.
18. No responsibility is assumed for matters legal in nature, nor is any opinion rendered concerning the title, which I assume to be good and merchantable. I assumed the property is free and clear of all liens or encumbrances, unless specifically enumerated within the report. I also have assumed responsible ownership and management as of the date of appraisal.
19. Consideration for preparation of this appraisal report is payment in full by the employer. Any responsibility by the appraisers for any part of this report is conditioned upon full and timely payment.
20. The appraisers, by reason of this report, are not required to give testimony in court with reference to the subject, nor obligated to appear before any governmental body, board, or agent, unless arrangements have been previously made.
21. Neither all nor any portion of the contents of this appraisal will be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent and approval of the appraisers, particularly as to value conclusions, identity of the appraisers or firm with which they are connected, or any reference to the Appraisal Institute or to the MAI designation. Furthermore, neither all nor any portion of the contents of this appraisal will be used in connection with any offer, sale, or purchase of a security (as that term is defined in Section 2(1) of the Securities Act of 1933) without prior express written consent of the appraiser.
22. Possession of this report, or copy of the report, does not convey any right of reproduction or publication, nor may it be used by anyone but the client, the mortgagee, or its successors or assigns, mortgage insurers, or any state or federal

department or agency without the prior written consent of both the client and the appraisers, and, in any event, only in its entirety.

23. Before any loans or commitments are made predicated on value conclusions reported in this appraisal, the mortgagee should verify facts and valuation conclusions contained in this report with the appraiser.
24. Cost estimates for construction or reproduction of improvements, if any, were prepared with the assistance of data obtained from the Marshall and Swift Company. I have assumed these data are accurate.
25. Unless specifically stated in the report, the appraisers did not determine the flood plain status of the property appraised. If such data are available, it is recommended they be obtained prior to any development that might be contemplated.
26. Estimates of expenses, particularly as to assessment by the county property appraiser and subsequent taxes, are based on a review of historical or typical data. Such estimates are based on assumptions and projections which, as with any prediction, can be affected by external forces, many unforeseeable. While all estimates are based on my best knowledge and belief, no responsibility can be assumed that such projections will come true.
27. Liability for this appraisal assignment is limited only to the extent of the fee collected.
28. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraisers. I have no knowledge of the existence of such materials on or in the property. The appraisers, however, are not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
29. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
30. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with federal regulations and within the permitted and planned alignment.
31. The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct

evidence relating to this issue, I did not consider possible non-compliance with the requirements of ADA in estimating the value of the property.

APPENDIX

COVID-19 INFLUENCE

The National Economy and This Value Conclusion

This appraisal is made in a time of Coronavirus uncertainty. The threat of the virus has had, at least, a short-term economic impact. The Dow Jones Industrial Average (DJIA) closed at its highest level ever on February 18, 2020 - 29,348. As of the effective date of value, September 9, 2020, the DJIA closed at 27,996. This is an increase from its lowest point on 3/18/2020 at 20,704.

The full extent of the spread of the disease continues to be unknown. The impact on real estate values, including residential real estate, is not measurable at this time. At this point, the forces at play are too unique for anyone to confidently predict their effect.

As with the S&L crisis of the late 1980s and 1990s, I expect residential real estate to be less affected than commercial real estate since overall desire for shelter should not be affected (although affordability is expected to be).

Appraisal methodology dictates that the process of valuing property in distressed markets is to first try to establish when users will return to the market. Second, estimate the value before the distressful event occurred—since that is where it, theoretically, will return—and, third, discount that value back to the effective date. At this time, there is no evidence that real estate markets have been affected, although there is reason to believe they have been. Accepting the condition that real estate markets have been affected, there is no consensus on when the real estate markets will recover or even if recovery will be necessary.

Given the concerns mentioned, the opinion of value I offer is accompanied by the following caution.

It is likely that property values will be negatively affected by the Coronavirus (COVID-19). The magnitude and the duration of the impact cannot be forecast at this time. Although no specific assumption or hypothetical condition is attached to the value conclusion presented, the reader should consider that a decline in property values from my conclusion is a strong probability.

APPENDIX

COMPARABLE LAND SALES

Sale One – Kemp/Boyer Trust



Location: 511 Ash Street
Fernandina Beach

Property Information

Parcel Number:	00-00-31-1800-0029-0070
Parcel Size:	12,632 Square Feet
Future Land Use:	Central Business District
Zoning:	C-3/Historic District Overlay

Transaction Information

Type of Instrument:	Special Warranty Deed
Grantor:	Coastal Newspapers, LLC
Grantee:	C. Todd Kemp, as Trustee of the C. Todd Kemp Living Trust dated June 2, 2004 and Brian K. Boyer, as Trustee of the Brian K. Boyer Living Trust dated June 2, 2004
Verification:	By Barry Diskin with Matt Entriken, of Colliers on 2/7/2021
O.R. Book/Page:	2363/1479
Sale Date:	May 27, 2020
Sale Price:	\$725,000 + \$18,200 estimated demolition costs
Adjusted Sale Price	\$743,200
Adjusted Price per Square Foot	\$59 per Square Foot

DISKIN PROPERTY RESEARCH

Real Estate Market Analysts

Sale One – Kemp/Boyer Trust

Comments:

This was an arm's-length transaction. The property was improved at the time of sale with a 3,626-square-foot building.

At the time of inspection, 3/5/2021, the building had been demolished. We were unable to obtain the exact costs of the demolition in a timely manner, so we presented aerials, photos, and size, to get a demolition cost estimate. Based on the quote, we made an upward adjustment of \$18,200.

The property was on the market for six months prior to the sale.

Sale Two – Boat House Fernandina



Location:

30 South 2nd Street
Fernandina Beach

Property Information

Parcel Number:

00-00-31-1800-0269-0100

Parcel Size:

12,502 Square Feet

Future Land Use:

Central Business District

Zoning:

C-3/Historic District Overlay

Transaction Information

Type of Instrument:

Warranty Deed

Grantor:

Gary E. Hill

Grantee:

Boat House Fernandina

Verification:

By Barry Diskin with Ed Boner of The Realty Source, on
2/27/2021

O.R. Book/Page:

2243/1704

Sale Date:

December 14, 2018

Sale Price:

\$1,100,000 - \$255,000 = \$845,000

Adjusted Price per Square Foot

\$68 per Square Foot

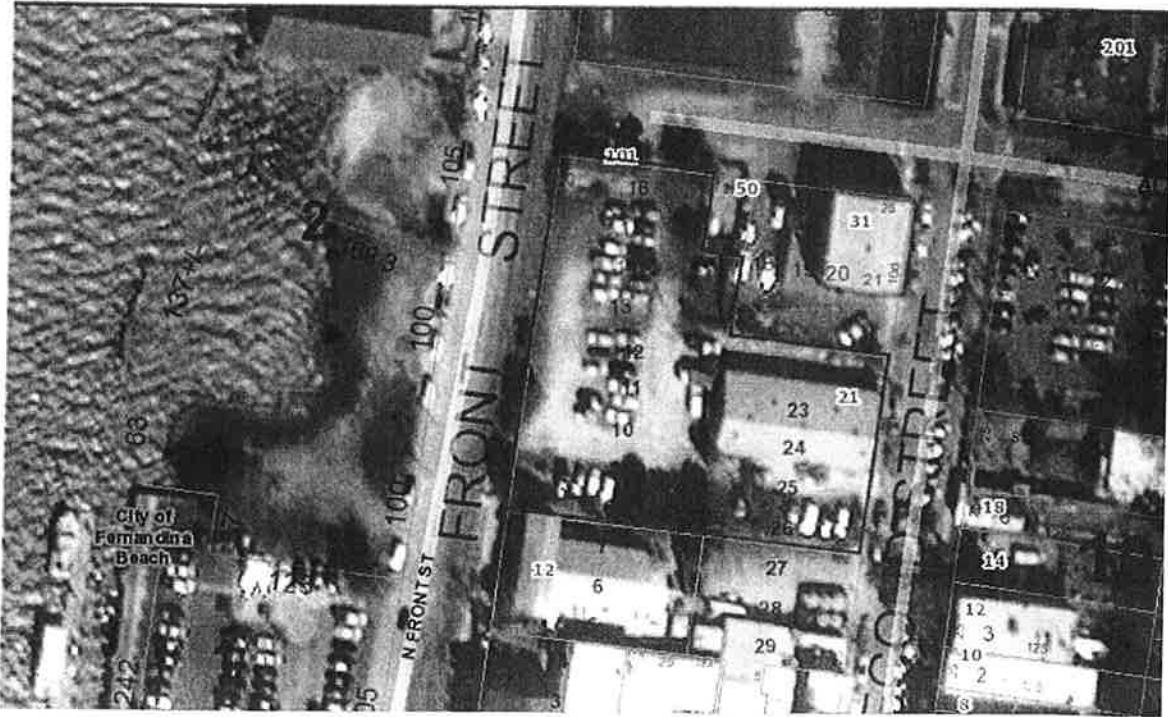
Comments:

This corner lot was improved and converted to a
restaurant after purchase. To estimate the land value,
we extracted the building cost from the sale price.

DISKIN PROPERTY RESEARCH

Real Estate Market Analysts

Sale Three – Downtown Crab, LLC



Location: 21 North Front Street
Fernandina Beach

Property Information

Parcel Number: 00-00-31-1800-0001-0080
Parcel Size: 39,204 Square Feet
Future Land Use: Central Business District
Zoning: C-3/Historic District & CRA Overlay

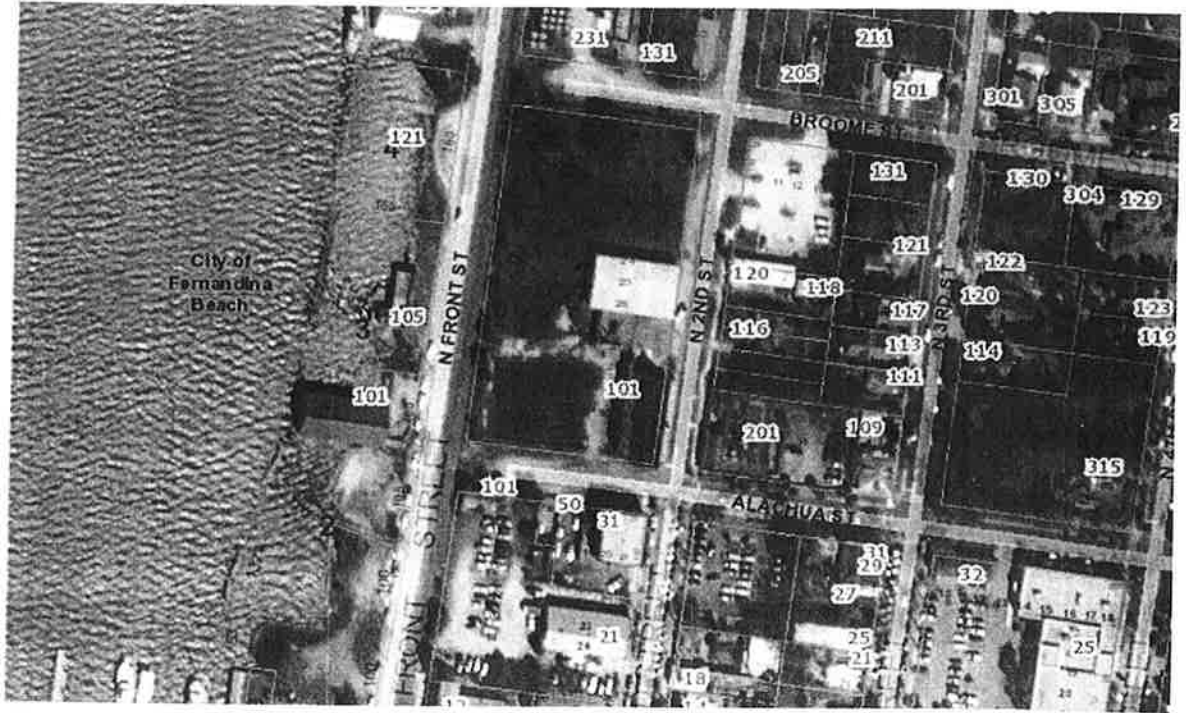
Transaction Information

Type of Instrument: Special Warranty Deed
Grantor: Amelia Historic District Hotel
Grantee: Downtown Crab, LLC
Verification: By Barry Diskin with Tony Quattrochi of JDM Real Estate Services, on 2/16/2021
O.R. Book/Page: 2381/149
Sale Date: July 31, 2020
Sale Price: \$2,000,000
Sale Price per Square Foot: \$51 per Square Foot
Comments: This property is across Front Street from the subject parcel. It was an improved property advertised for demolition. As of the date of site visit, the building had not yet been removed. No demolition permit evidence was found. Therefore, no adjustment has been made.

DISKIN PROPERTY RESEARCH

Real Estate Market Analysts

Sale Four – Alachua Group, LLC

**Location:**

201 Alachua Street
Fernandina Beach, Florida

Property Information**Parcel Number:**

00-00-31-1800-0009-0010

Parcel Size:

17,500 Square Feet

Future Land Use:

Central Business District

Zoning:

C-3/Partial CRA Overlay

Transaction Information**Type of Instrument:**

Corporate Warranty Deed

Grantor:

Alachua Land & Cattle, LLC

Grantee:

Alachua Group, LLC

Verification:

By Barry Diskin with Tim Poynter, grantee, on 2/24/21

O.R. Book/Page:

2206/1358

Sale Date:

June 28, 2018

Sale Price:

\$780,000 + \$30,000 demolition costs

Adjusted Sale Price

\$810,000

Adjusted Price per Square Foot

\$46 per Square Foot

Comment:

This was an improved property purchased for land value. The improvements were demolished at a cost of \$30,000. We made an upward adjustment for the expense.

DISKIN PROPERTY RESEARCH

Real Estate Market Analysts

APPENDIX

QUALIFICATIONS OF THE ANALYST

Qualifications of BARRY A. DISKIN

EDUCATION

- B.A. Economics, Georgia State University, 1971
M.B.A. Finance, Georgia State University, 1974
Ph.D. Land Economics & Real Estate, Georgia State University, 1982
Dissertation topic: "The Condominium Conversion Process: A Study of Market Characteristics, Physical Factors, and Locational Attributes Contributing to the Rate of Tenant Absorption"

PROFESSIONAL EXPERIENCE—Employment

- September 1980-May 2015:* College of Business, Florida State University
Member of the Real Estate faculty (final rank: Professor)
August 1991–August 1993: College of Business, Florida State University
Chairman of the Faculty
August 1984–1997: Real Estate Research Center, Florida State University
Director
September 1985–Present: Principal in the firm, Diskin Property Research
January 2015–July 2019: Board Member and Chair – Audit and Tax Compliance Committee of the National Stormwater Trust
December 2016–Present: Member of the teaching faculty of the Appraisal Institute

PROFESSIONAL HONORS AND ACTIVITIES

- Professor Emeritus in the College of Business, Florida State University (fall 2015–Present)
The Ernst & Young Inclusive Excellence Award for Accounting and Business School Faculty 2009 Honors
Francis J. Nardozza Scholar, College of Business, Florida State University, 2007–2015
University Teaching Award, Florida State University, 2000
Teacher Incentive Award, Florida State University, 1994
Appraisal Journal (Journal of the Appraisal Institute), Academic Editorial Board Member
Real Estate Issues (Journal of the Counselors of Real Estate), Member of the Editorial Board – Term ended December 2020
Journal of Financial Services, Member of Editorial Board, 1995–2007
Journal of Real Estate Literature, Member of the Editorial Board 1996–1998
Postdoctoral Award, Homer Hoyt Institute, 1985
First Place, National Dissertation Competition, American Real Estate and Urban Economics Association, 1982
Omicron Delta Epsilon (Honor Society in Economics)
Beta Gamma Sigma (Honor Society in Business)

AFFILIATIONS

American Real Estate and Urban Economics Association (1985-2015)
American Real Estate Society (1990-2015)
Appraisal Institute (1991-present)
Counselors of Real Estate (2008-2020)
Real Estate Counseling Group of America (2012-present)
National Association of Realtors (2008-2020)

LICENSES AND CERTIFICATIONS

MAI—Designation of the Appraisal Institute
AI-GRS—Appraisal Institute General Review Specialist
Florida Real Estate Broker's License
Florida State-Certified General Real Estate Appraiser—RZ270
Georgia Certified Real Estate Appraiser—002369
Pennsylvania Certified General Real Estate Appraiser—GA004351

PUBLICATIONS, PRESENTATIONS, AND RESEARCH GRANTS — Partial Listing

- "They Paved Paradise: Appraising a Parking Lot," with David C. Lennhoff, *Appraisal Journal*, spring 2020, Volume LXXXVIII, Number 2
- "Watch Your Real Estate Language," With Jack P. Friedman and Jack C. Harris, *Real Estate Issues*, Volume 39, Number 1, 2014
- "Advertising and Promotion of Expert Services," With Jack P. Friedman and Nicholas Ordway, *Real Estate Issues*, Volume 38, Number 1, 2013.
- Real Estate Handbook*. Eighth edition. With Jack P. Friedman and Jack C. Harris. Hauppauge, NY: Barron's Educational Series, 2013.
- "Marketing Yourself as an Expert Witness," With Jack P. Friedman and Nicholas Ordway, *Right of Way*, July/August 2013.
- "Valuing Commercial Properties by Brand," Presentation before the Florida United Tax Managers Association (FUTMA), May 23, 2012.
- "The Effect of Natural Gas Pipelines on Residential Value," With Jack P. Friedman, Spero C. Peppas, and Stephanie R. Peppas, *Right of Way*, January/February 2011.
- Real Estate Handbook*. Seventh edition. With Jack P. Friedman and Jack C. Harris. Hauppauge, NY: Barron's Educational Series, 2009.
- "A Better Understanding of Appraisals and Appraisers – Part 1," With Jack P. Friedman. *CPA Wealth Builder*, October 2008
- "Nuclear Waste Disposal: A Taxing Real Estate Issue." With Jack P. Friedman. *Real Estate Issues*, Summer 2006.
- "Taxation of 'Branding' Leasehold Improvements." With Jack P. Friedman. *Property Tax Alert*, March 2006.
- "Inventory Valuation," With Jack P. Friedman. *Property Tax Alert*, September 2006.
- "A Survey of Practices for the Assessment of Nuclear Waste in Dry Storage," *Journal of Property Tax Assessment and Administration*, Volume 2, Issue 3, 2005. With Jack P. Friedman

DISKIN PROPERTY RESEARCH

Real Estate Market Analysts

- Real Estate Handbook*. Sixth edition. With Jack P. Friedman and Jack C. Harris. Hauppauge, NY: Barron's Educational Series, 2005.
- "Questioning the Property Tax Division's Ratio Studies." With Jack P. Friedman and George Kimeldorf. Paper presented at Texas Association of Property Tax Professionals 16th Annual Conference, September 2003.
- "Questioning the Property Tax Division of the State Comptroller's Office: Do Appraisals Adequately Represent Sales?" With Jack P. Friedman and George Kimeldorf. *Assessment Journal*, spring 2003.
- "A Corridor Within a Corridor: A Case Study of Fiber Optics Corridor Valuation." With Liz W. Citron. *Journal of Property Valuation and Taxation*, Fall 2002.
- "Some Issues in the Appraisal of Public Utility Property for Ad Valorem Tax Purposes." With Jack P. Friedman. *Journal of Property Valuation and Taxation*, Fall 2001.
- "Codes of Ethics in Business: An Attitudinal Snapshot of Millennial Professionals." With Spero C. Peppas. *International Journal of Business Disciplines*, Summer 2001.
- "Fully Depreciated Assets in the Appraisal of Public Utility Property for Ad Valorem Tax Purposes." With Jack P. Friedman. *Journal of Property Tax Management*, winter 2001.
- "College Courses in Ethics: Do They Really Make a Difference?" With Spero C. Peppas, World Association for Case Method Research and Application. Paper presented at International Conference in Creative Teaching, January 2001
- "College Courses in Ethics: Do They Really Make a Difference?" With Spero C. Peppas. *The International Journal of Educational Management*, Volume 15, Numbers 6 and 7 (2001).
- "Public Utility Property Ad Valorem Taxation: Regulatory Formulas Prevail over Economics." With Jack P. Friedman. *Journal of Property Tax Management*, Fall 2000.
- "A New Guide for Home Buyers." With Professor H. Glenn Boggs. Grant from the Florida Real Estate Commission Education Trust Fund. The project was completed in July 2000.
- "Use of the Income Approach for Valuation of Agricultural Lands." Presentation to the American Law Institute/American Bar Association, January 6, 2000, San Francisco, California.
- "Ethical Perspectives: Are Future Marketers Any Different?" With Spero C. Peppas. *Teaching Business Ethics*, February 2000.
- Presentation to the American Law Institute/American Bar Association meeting in Tampa, Florida, on October 28, 1999. My paper was on the influence of the Internet on the appraisal process.
- "Predisposition Toward Moral Hazard: The Case for Real Estate." With Spero C. Peppas, *The Ethics and Critical Thinking Journal*, March 1999.
- "Advances in Private Property Protection Rights: States in the Vanguard." With Frank Vickory. *American Business Law Journal*, Volume 34, Number 4 (Summer 1997).
- Testimony before the Mobile Home Study Commission of the Florida Legislature on October 11, 1996. My purpose was to explain the concept of Neighborhood Effect to the legislators and commissioners.
- Presentation to the Eminent Domain Committee of the Florida Bar Association in July 1996, Orlando. My topic was "The Significance of the Appropriate Unit of Comparison in Condemnation Suits."
- Presentation for the Conflict Resolution Consortium of the Florida State University College of Law. I taught the land economics unit to the participants of the seminar on the new Private Property Protection Rights law.

DISKIN PROPERTY RESEARCH

Real Estate Market Analysts

- "Property Tax Inequities: An Examination of Major Florida Metropolitan Areas." With Stacy Sirmans. A study sponsored by The Education and Research Foundation of The Florida Real Estate Commission, November 1993.
- "Vertical Inequity in the Taxation of Real Property." With Stacy Sirmans. *National Tax Journal*, March 1995.
- "The Effect of Anchor Tenant Loss on Shopping Center Rents." With Dean Gatzlaff and Stacy Sirmans. *The Journal of Real Estate Research*, Volume 9, Number 1 (1994): 99-110.
- "An Examination of the Earnings of Real Estate Appraisers." With Dean Gatzlaff. *The Journal of Real Estate Research*, Volume 9, Number 1 (1994): 507-524.
- "Tenant Loss and Shopping Center Rents." With G. Stacy Sirmans and Dean Gatzlaff. In *Megatrends in Shopping Centers*, ed. John D. Benjamin. 1995.
- "The Impact of Ground Subsidence (Sinkholes) on Real Property Values." With Dean Gatzlaff, Patrick Maroney, Ann Butler, Claude Lilly, Richard Corbett, and Kevin Eastman. A study conducted for the Florida Department of Insurance funded by the Florida Legislature, December 1992.
- "Insurance Agent Computer Usage." With Steven M. Cassidy. *The CPCU Journal*, Volume 44, Number 2 (1991): 108-113.
- "The Influence of Hazardous Materials on the Insurance Industry." With Steven M. Cassidy and Patrick Maroney. Paper presented at the annual meeting of the American Risk and Insurance Association, August 1991, San Diego, California.
- "Lender Perceptions of Value Influences of Asbestos Contamination in Income-Producing Buildings." With Joel B. Haynes and Michael A. McElveen. *Assessment Digest*, November/December 1990.
- "Valuation of Anchor Department Stores." With Michael A. McElveen. *Assessment Digest*, September/October 1990.
- "Valuation of Anchor Department Stores." With Michael A. McElveen. Paper presented before the annual meeting of the International Association of Assessment Officers (IAAO) in Fort Worth, Texas, September 1989, and at the meeting of the Shopping Center Assessment Network in Milwaukee in March 1990.
- "Identifying Sources of Bias in Appraisal Values of Properties Held in Pooled Real Estate Funds." With Stuart Fletcher. Paper presented at the annual meeting of the American Real Estate Society in Lake Tahoe, Nevada, March 29, 1990.
- "Manufactured Housing: An Alternative to Site-Built Homes." With Karen Lahey and Michael Lahey. *The Real Estate Appraiser and Analyst*, Winter 1989.
- "Portfolio Allocations for Apartment Owners." With Karen Lahey and Michael Lahey. *The Journal of Real Estate Appraisal and Economics*, Fall 1989.
- "Student Perceptions of Real Estate Investment." With Steven A. Cassidy. *The Journal of Real Estate Appraisal and Economics*, Spring 1990.
- "Multi-family Housing Bonds: A Primer." With Margaret M. Joslin, Esq., and Joel B. Haynes. *Real Estate Review*, summer 1988.
- "Tort Reform and Real Estate Professionals." With Patrick F. Maroney and Harold P. Tuttle. *The Appraisal Journal*, October 1988.
- "Tax-Exempt Bonds and Residential Rental Property after the Tax Reform Act of 1986." With Margaret M. Joslin, Esq., and Joel B. Haynes. *Journal of Real Estate Finance*, winter 1988.
- "Tax-Exempt Multi-family Housing Bonds." With Margaret M. Joslin, Esq., and Joel B. Haynes. *Real Estate Accounting and Taxation*, Winter 1988.

DISKIN PROPERTY RESEARCH

Real Estate Market Analysts

- "Computer Acceptance and Implementation by Professional Appraisers." With Karen E. Lahey and V. Michael Lahey. *The Appraisal Review*, 34 (October 1987).
- "Professional Appraisers' Use of Computer Technology." With V. Michael Lahey and Karen E. Lahey. *The Appraisal Journal*, April 1988.
- "Appraisers' Perspectives on Industry Regulation: Is It Time?" With Patrick Maroney and Frank Vickory. *The Appraisal Journal*, July 1987.
- "The Relationship between Educational Achievement and Violations of the Florida Real Estate License Law." With Patrick F. Maroney. Paper presented at the national meeting of the National Association of Real Estate Educators, May 21, 1987, Chicago, Illinois.
- "Computer Usage by Real Estate Appraisers." With V. Michael Lahey and Karen E. Lahey. Paper presented at the national meeting of the American Real Estate Society, April 1987, Orlando, Florida.
- "The Need to Regulate Real Estate Appraisers." With Patrick Maroney and Frank Vickory. *The Real Estate Appraiser and Analyst*, Summer 1986.
- "The Need for Regulation of Appraisers." With Patrick Maroney and Frank Vickory. Paper presented at the annual meeting of the Southwest Pacific Business Law Conference, April 1986, Los Angeles, California.
- "Space Rental Perceptions and Problems in Mobile Home Parks: The Florida Experience." With Joel B. Haynes. *The Appraisal Journal*, October, 1985.
- "Is the Appraiser to Blame?" With Dennis Tosh. *Real Estate Appraiser and Analyst*, June 1985.
- "The Use of Computer Technology by Members of the Appraisal Profession." With James R. DeLisle. *Appraisal Journal*, April 1985. This study was funded partially by the American Institute of Real Estate Appraisers.
- "Application of Logit Analysis to the Determination of Tenant Absorption in Condominium Conversion." With Armen Tashchian. *Journal of the American Real Estate and Urban Economics Association*, summer 1984.
- "Satellite Teleconferencing: A Revolutionary Communications System for Businesses." With Ellen Thrower. *Business*, summer 1984.
- "Lender Reaction to Proposed Rent Control Legislation in Florida Mobile Home Parks." With Joel B. Haynes. *Journal of Property Management*, January 1984.
- "Condominium Conversion: Factors Leading to High Pre-sale Rates." With Joseph Rabianski. *The Real Estate Securities Journal*, 5, no. 3 (1984).
- "The Impact of Condominium Conversion on the Rental Market of Metropolitan Atlanta, Georgia." With Joseph Rabianski. Contract Study for the United States Department of Housing and Urban Development (July 1982).

PROFESSIONAL EXPERIENCE—Selected Assignments

- February 2019–October 2020:* Appraisals for five-county eminent domain project for Gulf Power Company. Assignment involves various North Florida counties.
- June 2019–Present:* Assignment to review an appraisal for litigation involved a medical office building and helipad in Pensacola, Florida.
- April 2018–January 2019:* Consultant to the Escambia County Property Appraiser for the Portofino Condominium Property Tax Challenge at Pensacola Beach/Santa Rosa Island
- February 2018–Present:* Appraisal for Property Tax Challenge for Grande Vista Timeshare HOA members
- March 2018–June 2018:* Appraisal Review for Property Tax Challenge for an airport parking facility owner in Milwaukee, Wisconsin
- April 2018–January 2019:* Eminent Domain Appraisals for Florida Gas Transmission Company. This route is in rural Hillsborough County.
- Spring 2017–December 2018:* Appraisal Review for Eminent Domain matter at the Philadelphia International Airport - My client was the property owner
- March 2016:* Appraisals for Relocation Project for Florida Gas Transmission – Broward and Miami-Dade Counties. FGT asked to move natural gas pipeline out of the right-of-way of the Florida Turnpike
- March 2016–February 2018:* Appraisal for Property Tax Challenge for Universal Studios
- May–July 2016:* Review for case involving the effect of mercaptan on property value for Florida Gas Transmission and Southern Natural Gas.
- January 2014–2017:* Three-county assignment for Florida Southeast Connection. The project involves natural gas pipeline routing and the subsequent taking of easements across Osceola, Polk, and Okeechobee Counties.
- February 2015–May 2016:* Appraisal services to Nestle Waters of America for a property tax challenge at its water-bottling plant in Madison County, Florida.
- Spring 2012–Fall 2013:* Contract with Florida Power and Light to analyze and testify before the Florida Division of Administrative Hearings concerning the effect of high voltage transmission lines on property values.
- Summer 2013–Winter 2014:* Appraised nuclear power plant and accompanying corridors for Duke Energy at its facility in Crystal River, Florida.
- Winter 2013–September 2014:* Analysis and appraisal for the Town of Ponce Inlet in an eminent domain lawsuit following a remand by the 5th DCA of Florida.
- September 2011–2012:* Under contract with FDIC to review various appraisals and reviews for potential litigation involving the mortgage crisis.
- January 2011–2012:* Appraisal services and testifying to defend property tax challenge on various fractured condominiums in Florida.
- September 2010–2012:* Under Contract with Florida Gas Transmission Company to appraise easements for right-of-way across a sixty-parcel project in Miami-Dade County.
- October 2008–May 2012:* Under contract to review the methods employed by various County Property Appraisers involving property tax challenges for a major chain drugstore.
- January 2008–2014:* Contract with Florida Gas Transmission Company to appraise easements for right-of-way across 15 counties in the Florida Panhandle.

DISKIN PROPERTY RESEARCH

Real Estate Market Analysts

August 2004–September 2006: Appraisal services to Dollar General Corporation for a property tax challenge at its distribution center in Alachua County, Florida. *May 2006–2009:* Market analysis for Transwestern Pipeline in three Arizona counties. The analysis concerns 260 miles of pipeline. Construction began in 2007.

July 2005–Spring 2006: Appraisal services to Nestle Waters of America for a property tax challenge at its water-bottling plant in Madison County, Florida.

Spring 2001–October 2004: Consultant and appraiser for Florida Power and Light. Provided testimony and/or research for tax assessment challenge in Okeechobee County, Florida.



January 20, 2022

Mr. Steve Simmons
O'Steen Company, LLP
759 North Edgewood Ave
Jacksonville FL 32254-3013

Mr. Simmons:

The City of Fernandina Beach wishes to re-initiate discussions with you regarding the role of your property located on N. Front Street in Fernandina Beach (Parcel ID 00-00-31-1760-0001-0020). The City desires to address two issues related to the subject property.

First, the City has initiated a significant effort to protect the downtown area from recurring tidal flooding, storm surges, and sea level rise. The proposed effort will extend, in general, along the entirety of Front Street, using seawalls and earthworks constructed to an elevation of nine feet as measured by North American Vertical Datum (NAVD). The initial phase at the southern City parking area on S. Front Street, which includes a concrete riverwalk, is nearing completion.

Your property is at the lowest elevation on Front Street (approximately five feet NAVD), making it the most susceptible to flooding and increasing the vulnerability of other properties. For the project to be ultimately effective, it is critical to have the protective barrier extend unbroken along Front Street, including on your property.

Second, the City, with the collaboration of State and railroad officials, will soon begin construction to re-open the Alachua Street railroad crossing. This effort was originally initiated in 2005, and when completed this year, should provide greater access to N. Front Street and the Amelia River waterfront. The enhanced access is intended to be for both vehicles and pedestrians, but the narrow N. Front Street right-of way between Alachua and Centre Streets and the necessity to maintain two-way traffic on N. Front Street, precludes the ability to incorporate a sidewalk (and likely parking) on the west (water) side of N. Front Street. The acquisition or use of a limited portion of your property along N. Front Street would allow for the construction of a sidewalk (and/or on-street parking).

The City seeks your interest in assisting with these two efforts. The City is prepared to negotiate the purchase of a limited portion of your property or the acquisition of easements (at a cost reflective of your recent appraisal) necessary to construct, at City cost, the proposed improvements. If you wish to discuss the proposed scope and improvements with City staff, or if you have a different alternative for a successful private-public partnership, please contact me to schedule a meeting. The City Commission desires a formal response from you to this offer no later than 5:00 PM, Thursday, Feb. 17, 2022.

Thank you. I look forward to hearing from you.

Sincerely,

Dale L. Martin
City Manager

CITY COMMISSION AGENDA ITEM
City of Fernandina Beach



SUBJECT:

ITEM TYPE: Discussion

REQUESTED ACTION:

SYNOPSIS:

FISCAL IMPACT:

CITY ATTORNEY COMMENTS:

CITY MANAGER RECOMMENDATION(S):

Scott Mikelson, Parks and Recreation Interim Director 5/25/2022

Dale Martin, City Manager 5/27/2022

A handwritten signature in blue ink that reads 'Katie A. Newton'.

Date: May 17, 2022

Submitted By: Katie Newton, Legal Assistant

COMMISSION ACTION:

Athletic Fields – Costs

What is the cost per hour [including benefits] of personal?

How is that cost per hour determined?

- **Football/lacrosse field Central Park**
 - **Field**
 - **Lights**
 - **Fence**
 - **Building #1 -Bathrooms**
 - **Building #2 - Concession Stands**
 - **Building #3**
 - **Shade structures**
 - **Bleachers**
 - **Score board**
 - **Irrigation system**
 - **Expenses**
 - **Facility Preparation – hours?**
 - **Facility Maintenance during season – hours?**
 - **Tournament salaries to mark, drag and maintain fields – hours?**
 - **Fertilizer**
 - **Pesticides**
 - **Cost of application**
 - **Marker Chalk**
 - **Electric**
 - **Garbage removal**
 - **Water**
 - **Sewage**

- Insurance
 - Building repairs
- **Baseball fields Central Park**
 - **4 fields in a four-field pinwheel**
 - **Lights**
 - **Backstops**
 - **Fence**
 - **Building #1 - Concession Stand**
 - **Building #2 -Bathrooms**
 - **6 dugouts**
 - **2 batting cages**
 - **Irrigation**
 - **Expenses**
 - **Facility Preparation – hours ?**
 - **Facility Maintenance during season – hours?**
 - **Tournament salaries to mark, drag and maintain fields – hours?**
 - **Clay**
 - **Fertilizer**
 - **Pesticides**
 - **Cost of application**
 - **Marker Chalk**
 - **Electric**
 - **Garbage removal**
 - **Water**
 - **Sewage**
 - **Insurance**
 - **Building repairs**

- **Ball Fields @ Ybor Alvarez**
 - **4 fields in a four-field pinwheel**
 - **Lights**
 - **Backstops**
 - **Fence**
 - **Building #1 - Concession Stand /Bathrooms**
 - **6 dugouts**
 - **2 batting cages ?**
 - **Irrigation**
 - **Netting**
 - **Expenses**
 - **Facility Preparation – hours?**
 - **Facility Maintenance during season – hours?**
 - **Tournament salaries to mark, drag and maintain fields – hours?**
 - **Clay**
 - **Fertilizer**
 - **Pesticides**
 - **Cost of application**
 - **Marker Chalk**
 - **Electric**
 - **Garbage removal**
 - **Water**
 - **Sewage**
 - **Insurance**
 - **Building repairs**

- **Soccer Fields @ Ybor Alvarez**
 - **Field**
 - **Lights**
 - **Fence**
 - **Building #1 -Bathrooms / Concession Stands**
 - **Irrigation system**
 - **Expenses**
 - **Facility Preparation – hours?**
 - **Facility Maintenance during season – hours?**
 - **Fertilizer**
 - **Pesticides**
 - **Cost of application**
 - **Electric**
 - **Garbage removal**
 - **Water**
 - **Sewage**
 - **Insurance**
 - **Building repairs**

Hickory Street Playing Field

- **Expenses**

Ball fields Joe Velardi Field and Charles Richo Field

- **Expenses**

- **Ball Fields @ MLK**
 - **2 fields**
 - **Lights?**
 - **Backstops**
 - **Fence**
 - **Building #1 - Concession Stand?**
 - **Building #2 -Bathrooms?**
 - **dugouts**
 - **Other**
 - **Irrigation**
 - **Expenses**
 - **Facility Preparation – hours?**
 - **Facility Maintenance during season – hours?**
 - **Tournament salaries to mark, drag and maintain fields – hours?**
 - **Clay**
 - **Fertilizer**
 - **Pesticides**
 - **Cost of application**
 - **Marker Chalk**
 - **Electric**
 - **Garbage removal**
 - **Water**
 - **Sewage**
 - **Insurance**
 - **Building repairs**

Fields

CENTRAL PARK -Baseball	User
Senior [the big one]	Babe Ruth
Major [mid sized one]	Babe Ruth
Minor [mid sized one]	Babe Ruth
Rookie [small one shared with football field]	Babe Ruth
YBOR ALVAREZ	Participants pay for program
Field 1	Adult Softball / Rec. Program
Field 2	Adult Softball / Rec. Program
Field 3	Adult Softball / Rec. Program
Field grass	Very minimal use
MLK	Girls Softball
Field 1	Elm Street Little League
Field 2	Elm Street Little League
JOE VELARDI FIELD	
Field behind Rec Center	Practice field / Anyone
	Minimal use
CHARLES RICHO FIELD	
Field @ Peck Center	Practice field /Anyone
	Minimal use

CENTRAL PARK – other field	
Football	Football mainly
Lacrosse	Lacrosse works around football
HICKORY STREET	
field	Practice field / Anyone
YBOR ALVAREZ	
Soccer field	Soccer



**CITY FACILITIES USE AGREEMENT
FOR SPORT LEAGUES**

This CITY FACILITIES USE AGREEMENT is made and entered into this 2nd day of October, 2018, by and between the City of Fernandina Beach, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and Amelia Island Youth Soccer Club, whose address is P.O. Box 421, Yulee, FL 32041 (herein called "USER").

WHEREAS, CITY owns that certain public facility known as Fernandina Beach Athletic Complex, and adjacent concessions building, located at 3243 Bailey Road, Fernandina Beach, FL 32034 (herein called "FACILITY"); and

WHEREAS, USER has expressed a desire to use said FACILITY to operate certain programs in the CITY; now, therefore,

WITNESSETH: That the parties agree as follows:

1. USER shall be permitted to use the facility described above, for the purpose of offering its programs to the general public, to-wit, which are recreational youth soccer leagues and camps.
2. CITY will maintain the grounds of FACILITY, which includes, but is not limited to: mowing, weed eating, installing clay, irrigation maintenance, chemical applications, and general building repairs. USER shall be responsible for marking and preparation of fields. USER shall also purchase all of the chalk, field paint, and clay for playing fields at FACILITY.
3. USER shall pay CITY as FACILITY usage fees during the duration of this Agreement, amounts equal to Zero Dollars; however, USER shall reduce costs to participants in their programs in the amount paid in calendar year 2017 to the CITY for the 50% of utility costs that used to be invoiced to USER by the CITY. CITY is supportive of youth programs and is willing to forego payment for 50% of utility costs if the savings to USER goes directly back to participants and their families.
4. USER shall be permitted the use of FACILITY during periods specified below:

USER shall have year-round priority use of FACILITY from October 1, 2018 – September 30, 2022.
5. USER will provide to CITY before every league season a signed and notarized affidavit that they are in compliance with Florida law Chapter 2014-9, requiring level 1 background screening of all coaches and adult volunteers. CITY will provide the affidavit to USER for signature and notarization. The affidavit is attached as exhibit "B," and Chapter 2014-9 is attached as exhibit "C."

6. As condition to USER's right to use FACILITY herein, USER agrees to and shall comply with the following:
- a. USER shall operate and maintain a community service or program to the general public.
 - b. USER shall not exclude any persons from its programs or services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - c. USER shall have a competent, responsible and able adult on the premises of FACILITY at all times that its programs or services are being offered.
 - d. USER shall not interfere with other operations of CITY or other authorized users of FACILITY.
 - e. The needs of the community shall be given consideration in the planning of USER's programs or services, and therefore the parties agree that joint meetings will be held as needed, to facilitate mutual cooperation and to make possible regular re-examination of the effectiveness of USER's program at FACILITY.
 - f. USER shall keep premises used by it in a clean and sanitary condition. USER Agreement includes, but shall not be limited to:
 - i. Cleaning the restrooms; and
 - ii. Providing toilet paper, soap, hand towels, cleaning supplies, and any other supplies necessary for said restrooms; and
 - iii. Daily pick-up and removal of all trash immediately following USER's programs or services; and
 - iv. Returning and relining all trash cans; and
 - v. Should USER fail to comply with this sub-section (f), then a one-hundred dollars' (\$100.00) fee will be billed to USER, and this fee must be paid within seven (7) days, or the continued use of FACILITY will not be permitted. USER shall be responsible for the abuse and destruction of property not due to ordinary wear and tear that occurs during the hours that USER operates its programs or services.
 - g. CITY shall have the right, acting through its agents or employees, to enter upon the premises at reasonable hours and times for the purpose of making inspections.
 - h. USER shall not undertake any alterations or changes in the construction of FACILITY premises, without prior written consent of CITY. Any and all requests for alterations must be submitted, in writing, to the Director of Parks & Recreation and be signed by the league president and one (1) other league official.
 - i. USER may submit requests to CITY for improvements to FACILITY no later than February 1st of each year of this Agreement. USER must attach projected costs of improvements with the requests. All improvements, alterations or changes to the FACILITY shall be made at the sole cost and expense of USER after CITY written approval.

- j. USER shall not rent, sublet, or assign space in FACILITY premises to outside persons/organizations/vendors without the prior written consent of CITY. Violation of this term may result in cancellation of USER's Agreement.
- k. USER has priority use of FACILITY during the priority use period agreed upon in this Agreement and can use specified areas for storage during the time outside of the priority use period of this Agreement.
- l. USER is responsible for securing the licensing, maintenance, and up-keep of FACILITY's concessions building, if applicable, during the time allotted by the Agreement.
- m. CITY, at its sole discretion, has the right to rent or use FACILITY during USER's priority use period, identified in Section 4, providing a minimum two (2) weeks' notice for such rental or usage, if applicable.
- n. CITY reserves the right to cancel this Agreement at any time, without cause, by giving USER thirty (30) days' notice of such cancellation.
- o. USER shall maintain liability insurance, with minimum coverage of \$1,000,000, show CITY as additionally insured thereon, and shall provide proof of it to CITY on an annual basis, upon commencement of this Agreement, and thereafter, as required by CITY. USER will provide insurance on all of their equipment being stored in FACILITY and on all participants in the program. Proof of said insurance will be in the form of an insurance certificate and accompanying endorsement form and is attached hereto as Exhibit "D."
- p. USER shall, at all times, abide by Federal, State, and local laws, in the operation of its programs or services at FACILITY.
- q. The parties recognize that USER is an independent contractor. USER agrees to assume liability for and indemnify, hold harmless, and defend CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees and costs incurred by CITY in the enforcement of this indemnification provision. This includes claims made by the employees of USER against CITY, and USER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

7. USER and CITY further agree as follows:

- a. USER must submit league season schedules to CITY two (2) weeks prior to opening days of league seasons. USER will submit schedules for field lights at FACILITY for practices and games to CITY on a weekly or monthly basis, and CITY will schedule lights according to on and off times provided by USER.
- b. USER shall be responsible for securing FACILITY after each event. CITY shall provide the combination lock-and-chain system for securing FACILITY. In the event USER loses the lock-and-chain, a twenty five dollars' (\$25.00) fee per lock-and-chain shall be assessed to USER.
- c. USER must obtain consent from CITY to install their own keyed locks and/or combination locks on the concessions building. After receiving consent from CITY, USER will provide CITY with one (1) set of keys for the keyed locks and combination(s) for combination locks.
- d. Reservations for practices by USER at CITY fields other than at FACILITY must be made by contacting the Parks & Recreation Department Administrative Office.
- e. USER shall remove all sponsorship signs from fences and roll up windscreens within one (1) month after the end of a league season. USER is responsible for any damage to fences caused by signs. CITY will remove any remaining signs after one month, and USER will pay CITY twenty-five dollars (\$25) to retrieve signs.
- f. USER shall be responsible for any overtime hours incurred by CITY's employees due to services rendered for USER after normal working hours. The rate will be time and one-half. An invoice will be mailed to USER, and payment will be due within two (2) weeks of date of invoice.

8. **TERM OF AGREEMENT.** The term of the Agreement begins October 1, 2018 and ends on September 30, 2022. If USER has fully and faithfully complied with this Agreement, then the Agreement may be extended for one-year terms up to a maximum of two (2) one-year terms based upon the mutual agreements of the parties. All of the terms and conditions of the original Agreement shall apply to all extended Agreement terms, unless otherwise modified by agreement of both parties hereto.

a. The addresses for giving notices are as follows:

CITY:

City of Fernandina Beach Parks & Recreation Department
Attn: Director
2500 Atlantic Avenue
Fernandina Beach, FL 32034

USER:

Name of League: Amelia Island Youth Soccer Club
Contact Person: Jay Denison (james_denison2000@yahoo.com)
Address: P.O. Box 421, Yulee, FL 32041

Phone Number(s) of Contact Person: 904-206-2390

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

LEAGUE

By: 
(Sign)

(Print)

Its: President

Employer ID Number: (required)

59-3410967

CITY OF FERNANDINA BEACH

Dale L. Martin
City Manager

ATTEST:

Caroline Best
City Clerk

APPROVED AS TO FORM AND
LEGALITY:



Tammi E. Bach,
City Attorney

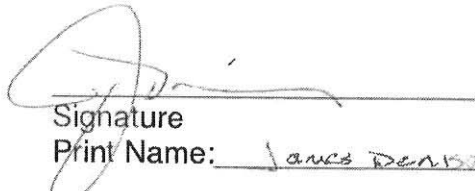
AFFIDAVIT

State of Florida
County of Nassau

I, Say Denison, being first duly sworn, depose and state as follows:

1. That I am the authorized representative of
Amelia Island Soccer (league); and
2. That part of my duties includes processing applications for coaches and volunteers; and
3. That all coaches and volunteers working with
Amelia Island Soccer (league) have received level 1 background checks and are in compliance with Florida law Chapter 2014-9, specifically CS/SB 358 effective July 1, 2014. See attached copy of Chapter 2014-9.

FURTHER AFFIANT SAYETH NAUGHT.


Signature

Print Name: James Denison

Subscribed and sworn to before me, a notary public in and for the State of Florida this 20 day of Aug, 2018.

(Seal)



Tyenne Filer
Notary Public

CHAPTER 2014-9

Committee Substitute for Senate Bill No. 358

An act relating to athletic coaches for youth athletic teams; amending s. 943.0438, F.S.; revising the definition of the term “athletic coach”; expanding provisions relating to athletic coaches for independent sanctioning authorities to require such authorities to conduct specified background screening of certain coaches of youth athletic teams; providing that the duty may not be delegated; providing for disqualification; providing for exemption from disqualification; requiring that specified documentation be maintained for a specified period by such authorities; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (1) and paragraphs (a), (b), (c), and (d) of subsection (2) of section 943.0438, Florida Statutes, are amended to read:

943.0438 Athletic coaches for independent sanctioning authorities.—

(1) As used in this section, the term:

(a) “Athletic coach” means a person who:

1. Is authorized by an independent sanctioning authority to work as a coach, assistant coach, or referee for 20 or more hours within a calendar year, whether for compensation or as a volunteer, for a youth athletic team based in this state; and

2. Has direct contact with one or more minors on the youth athletic team.

(b) “Independent sanctioning authority” means a private, nongovernmental entity that organizes, operates, or coordinates a youth athletic team in this state if the team includes one or more minors and is not affiliated with a private school as defined in s. 1002.01.

(2) An independent sanctioning authority shall:

(a)1. Conduct a level 1 background screening pursuant to s. 435.03 of each current and prospective athletic coach. The authority may not delegate this responsibility to an individual team and may not authorize any ~~No~~ person shall be authorized by the independent sanctioning authority to act as an athletic coach unless a level 1 background screening is ~~has been~~ conducted and ~~does did~~ not result in disqualification under paragraph (b). Level 1 background screenings shall be conducted annually for each athletic coach. For purposes of this section, a background screening shall include ~~be conducted with~~ a search of the athletic coach’s name or other identifying information against state and federal registries of sexual predators and

sexual offenders, which are available to the public on Internet sites provided by:

- a. The Department of Law Enforcement under s. 943.043; and
- b. The Attorney General of the United States under 42 U.S.C. s. 16920.

2. For purposes of this section, a background screening conducted by a commercial consumer reporting agency in compliance with the federal Fair Credit Reporting Act using the identifying information referenced in subparagraph 1. and that includes a level 1 background screening and a search of searching that information against the sexual predator and sexual offender Internet sites listed in sub-subparagraphs 1.a. and b. shall be deemed to satisfy in compliance with the requirements of this paragraph ~~section.~~

(b) Disqualify any person from acting as an athletic coach as provided in s. 435.03 or if he or she is identified on a registry described in paragraph (a). The authority may allow a person disqualified under this paragraph to act as an athletic coach if it determines that the person meets the requirements for an exemption from disqualification under s. 435.07.

(c) Provide, within 7 business days following the background screening under paragraph (a), written notice to a person disqualified under this section advising the person of the results and of his or her disqualification.

(d) Maintain for at least 5 years documentation of:

1. The results for each person screened under paragraph (a); and
2. The written notice of disqualification provided to each person under paragraph (c).

Section 2. This act shall take effect July 1, 2014.

Approved by the Governor May 12, 2014.

Filed in Office Secretary of State May 12, 2014.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M. E. Wilson Company, LLC 300 W. Platt St. Ste 200 Tampa, FL 33606	1-813-229-8021	CONTACT NAME: Amber Richards PHONE (A/C, No, Ext): 813-349-2220 E-MAIL ADDRESS: arichards@mewilson.com	FAX (A/C, No): 813-229-2795
INSURED Florida Youth Soccer Assn Inc. 2828 Lake Myrtle Park Road Auburndale, FL 33823		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: NATIONAL CAS CO	11991
		INSURER B: Nationwide Life Ins Co	11991
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 53675770

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Participant Legal Liab ☒ Sexual Abuse & Moles. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:		1LKRS0000007389700	06/01/18	06/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		6LKKO0000007389900	06/01/18	06/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		1LXKS0000007389800	06/01/18	06/01/19	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Participant Accident Medical Expense Limit		6ASPX0000028860500	06/01/18	06/01/19	Medical Exp Limit 50,000 Ded Per Claim 2,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations of the Florida Youth Soccer Association, its teams, leagues and clubs. Coverage applies only to official, sanctioned, and supervised activities of FYSA. CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED. This certificate is issued on behalf of: AMELIA ISLAND YOUTH SOCCER CLUB (CODE: BNAIY)
FERNANDINA BEACH ATHLETIC COMPLEX

SUPERCEDES ALL PRIOR CERTIFICATES ISSUED.

*Sexual Abuse & Molestation is included under the Gen Liab Policy with a separate limit of \$2M AGG/\$1M OCC.

CERTIFICATE HOLDER

CANCELLATION

City of Fernandina Beach 204 Ash Street Fernandina Beach, FL 32034 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION - PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

City of Fernandina Beach
204 Ash St
Fernandina Beach, FL 32034

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc.

©Insurance Services Office, Inc.

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CITY FACILITIES USE AGREEMENT FOR SPORT LEAGUES

This CITY FACILITIES USE AGREEMENT is made and entered into this 2nd day of October, 2018, by and between the City of Fernandina Beach, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and Fernandina Beach Pop Warner Association, whose address is P.O. Box 16016, Fernandina Beach, FL 32035 (herein called "USER").

WHEREAS, CITY owns that certain public facility known as Buccaneer Field, and adjacent concessions building, located at 1101 Beech Street, Fernandina Beach, FL 32034 (herein called "FACILITY"); and

WHEREAS, USER has expressed a desire to use said FACILITY to operate certain programs in the CITY; now, therefore,

WITNESSETH: That the parties agree as follows:

1. USER shall be permitted to use the facility described above, for the purpose of offering its programs to the general public, to-wit, which are recreational youth tackle and flag football and cheerleading.
2. CITY will maintain the grounds of FACILITY, which includes, but is not limited to: mowing, weed eating, installing clay, irrigation maintenance, chemical applications, and general building repairs. USER shall be responsible for marking and preparation of fields. USER shall also purchase all of the chalk, field paint, and clay for playing fields at FACILITY.
3. USER shall pay CITY as FACILITY usage fees during the duration of this Agreement, amounts equal to **Zero Dollars**; however, USER shall reduce costs to participants in their programs in the amount paid in calendar year 2017 to the CITY for the 50% of utility costs that used to be invoiced to USER by the CITY. CITY is supportive of youth programs and is willing to forego payment for 50% of utility costs if the savings to USER goes directly back to participants and their families.
4. USER shall be permitted the use of FACILITY during periods specified below:

USER shall have year-round priority use of FACILITY from October 1, 2018 – September 30, 2019.
5. USER will provide to CITY before every league season a signed and notarized affidavit that they are in compliance with Florida law Chapter 2014-9, requiring level 1 background screening of all coaches and adult volunteers. CITY will provide the affidavit to USER for signature and notarization. The affidavit is attached as exhibit "B," and Chapter 2014-9 is attached as exhibit "C."

6. As condition to USER's right to use FACILITY herein, USER agrees to and shall comply with the following:
- a. USER shall operate and maintain a community service or program to the general public.
 - b. USER shall not exclude any persons from its programs or services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - c. USER shall have a competent, responsible and able adult on the premises of FACILITY at all times that its programs or services are being offered.
 - d. USER shall not interfere with other operations of CITY or other authorized users of FACILITY.
 - e. The needs of the community shall be given consideration in the planning of USER's programs or services, and therefore the parties agree that joint meetings will be held as needed, to facilitate mutual cooperation and to make possible regular re-examination of the effectiveness of USER's program at FACILITY.
 - f. USER shall keep premises used by it in a clean and sanitary condition. USER Agreement includes, but shall not be limited to:
 - i. Cleaning the restrooms; and
 - ii. Providing toilet paper, soap, hand towels, cleaning supplies, and any other supplies necessary for said restrooms; and
 - iii. Daily pick-up and removal of all trash immediately following USER's programs or services; and
 - iv. Returning and relining all trash cans; and
 - v. Should USER fail to comply with this sub-section (f), then a one-hundred dollars' (\$100.00) fee will be billed to USER, and this fee must be paid within seven (7) days, or the continued use of FACILITY will not be permitted. USER shall be responsible for the abuse and destruction of property not due to ordinary wear and tear that occurs during the hours that USER operates its programs or services.
 - g. CITY shall have the right, acting through its agents or employees, to enter upon the premises at reasonable hours and times for the purpose of making inspections.
 - h. USER shall not undertake any alterations or changes in the construction of FACILITY premises, without prior written consent of CITY. Any and all requests for alterations must be submitted, in writing, to the Director of Parks & Recreation and be signed by the league president and one (1) other league official.
 - i. USER may submit requests to CITY for improvements to FACILITY no later than February 1st of each year of this Agreement. USER must attach projected costs of improvements with the requests. All improvements, alterations or changes to the FACILITY shall be made at the sole cost and expense of USER after CITY written approval.

- j. USER shall not rent, sublet, or assign space in FACILITY premises to outside persons/organizations/vendors without the prior written consent of CITY. Violation of this term may result in cancellation of USER's Agreement.
- k. USER has priority use of FACILITY during the priority use period agreed upon in this Agreement and can use specified areas for storage during the time outside of the priority use period of this Agreement.
- l. USER is responsible for securing the licensing, maintenance, and up-keep of FACILITY's concessions building, if applicable, during the time allotted by the Agreement.
- m. CITY, at its sole discretion, has the right to rent or use FACILITY during USER's priority use period, identified in Section 4, providing a minimum two (2) weeks' notice for such rental or usage, if applicable.
- n. CITY reserves the right to cancel this Agreement at any time, without cause, by giving USER thirty (30) days' notice of such cancellation.
- o. USER shall maintain liability insurance, with minimum coverage of \$1,000,000, show CITY as additionally insured thereon, and shall provide proof of it to CITY on an annual basis, upon commencement of this Agreement, and thereafter, as required by CITY. USER will provide insurance on all of their equipment being stored in FACILITY and on all participants in the program. Proof of said insurance will be in the form of an insurance certificate and accompanying endorsement form and is attached hereto as Exhibit "D."
- p. USER shall, at all times, abide by Federal, State, and local laws, in the operation of its programs or services at FACILITY.
- q. The parties recognize that USER is an independent contractor. USER agrees to assume liability for and indemnify, hold harmless, and defend CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees and costs incurred by CITY in the enforcement of this indemnification provision. This includes claims made by the employees of USER against CITY, and USER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

7. USER and CITY further agree as follows:

- a. USER must submit league season schedules to CITY two (2) weeks prior to opening days of league seasons. USER will submit schedules for field lights at FACILITY for practices

and games to CITY on a weekly or monthly basis, and CITY will schedule lights according to on and off times provided by USER.

- b. USER shall be responsible for securing FACILITY after each event. CITY shall provide the combination lock-and-chain system for securing FACILITY. In the event USER loses the lock-and-chain, a twenty five dollars' (\$25.00) fee per lock-and-chain shall be assessed to USER.
- c. USER must obtain consent from CITY to install their own keyed locks and/or combination locks on the concessions building. After receiving consent from CITY, USER will provide CITY with one (1) set of keys for the keyed locks and combination(s) for combination locks.
- d. Reservations for practices by USER at CITY fields other than at FACILITY must be made by contacting the Parks & Recreation Department Administrative Office.
- e. USER shall remove all sponsorship signs from fences and roll up windscreens within one (1) month after the end of a league season. USER is responsible for any damage to fences caused by signs. CITY will remove any remaining signs after one month, and USER will pay CITY twenty-five dollars (\$25) to retrieve signs.
- f. USER shall be responsible for any overtime hours incurred by CITY's employees due to services rendered for USER after normal working hours. The rate will be time and one-half. An invoice will be mailed to USER, and payment will be due within two (2) weeks of date of invoice.

8. **TERM OF AGREEMENT.** The term of the Agreement begins October 1, 2018 and ends on September 30, 2019. If USER has fully and faithfully complied with this Agreement, then the Agreement may be extended for one-year terms up to a maximum of two (2) one-year terms based upon the mutual agreements of the parties. All of the terms and conditions of the original Agreement shall apply to all extended Agreement terms, unless otherwise modified by agreement of both parties hereto.

a. The addresses for giving notices are as follows:

CITY:

City of Fernandina Beach Parks & Recreation Department
Attn: Director
2500 Atlantic Avenue
Fernandina Beach, FL 32034

USER:

Name of League: Fernandina Beach Pop Warner Association
Contact Person: Michael Tarzia (mike.tarzia@brightway.com)
Address: P.O. Box 16016, Fernandina Beach, FL 32035
Phone Number(s) of Contact Person: 904-557-6504

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

LEAGUE

By: 
(Sign)
Michael TARZIA
(Print)
Its: President

Employer ID Number: (required)

23-1582287

CITY OF FERNANDINA BEACH


Dale L. Martin
City Manager

ATTEST:


Caroline Best
City Clerk

APPROVED AS TO FORM AND
LEGALITY:


Tammi E. Bach,
City Attorney

AFFIDAVIT

State of Florida
County of Nassau

I, Michael TARZIA, being first duly sworn, depose and state as follows:

1. That I am the authorized representative of
FB PWA (league); and
2. That part of my duties includes processing applications for coaches and volunteers; and
3. That all coaches and volunteers working with
FB PWA (league) have received level 1 background checks and are in compliance with Florida law Chapter 2014-9, specifically CS/SB 358 effective July 1, 2014. See attached copy of Chapter 2014-9.

FURTHER AFFIANT SAYETH NAUGHT.


Signature
Print Name: Michael TARZIA

Subscribed and sworn to before me, a notary public in and for the State of Florida this 16th day of August, 2018.

(Seal)


Notary Public

Timothy Yarbrough
Commission No. FF959232
Expiration Date 02/10/2020

CHAPTER 2014-9

Committee Substitute for Senate Bill No. 358

An act relating to athletic coaches for youth athletic teams; amending s. 943.0438, F.S.; revising the definition of the term “athletic coach”; expanding provisions relating to athletic coaches for independent sanctioning authorities to require such authorities to conduct specified background screening of certain coaches of youth athletic teams; providing that the duty may not be delegated; providing for disqualification; providing for exemption from disqualification; requiring that specified documentation be maintained for a specified period by such authorities; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (1) and paragraphs (a), (b), (c), and (d) of subsection (2) of section 943.0438, Florida Statutes, are amended to read:

943.0438 Athletic coaches for independent sanctioning authorities.—

(1) As used in this section, the term:

(a) “Athletic coach” means a person who:

1. Is authorized by an independent sanctioning authority to work as a coach, assistant coach, or referee for 20 or more hours within a calendar year, whether for compensation or as a volunteer, for a youth athletic team based in this state; and

2. Has direct contact with one or more minors on the youth athletic team.

(b) “Independent sanctioning authority” means a private, nongovernmental entity that organizes, operates, or coordinates a youth athletic team in this state if the team includes one or more minors and is not affiliated with a private school as defined in s. 1002.01.

(2) An independent sanctioning authority shall:

(a)1. Conduct a level 1 background screening pursuant to s. 435.03 of each current and prospective athletic coach. The authority may not delegate this responsibility to an individual team and may not authorize any ~~No~~ person shall be authorized by the independent sanctioning authority to act as an athletic coach unless a level 1 background screening is ~~has been~~ conducted and ~~does did~~ not result in disqualification under paragraph (b). Level 1 background screenings shall be conducted annually for each athletic coach. For purposes of this section, a background screening shall include ~~be conducted with~~ a search of the athletic coach’s name or other identifying information against state and federal registries of sexual predators and

sexual offenders, which are available to the public on Internet sites provided by:

- a. The Department of Law Enforcement under s. 943.043; and
- b. The Attorney General of the United States under 42 U.S.C. s. 16920.

2. For purposes of this section, a background screening conducted by a commercial consumer reporting agency in compliance with the federal Fair Credit Reporting Act using the identifying information referenced in subparagraph 1. and that includes a level 1 background screening and a search of searching that information against the sexual predator and sexual offender Internet sites listed in sub-subparagraphs 1.a. and b. shall be deemed to satisfy in compliance with the requirements of this paragraph ~~section.~~

(b) Disqualify any person from acting as an athletic coach as provided in s. 435.03 or if he or she is identified on a registry described in paragraph (a). The authority may allow a person disqualified under this paragraph to act as an athletic coach if it determines that the person meets the requirements for an exemption from disqualification under s. 435.07.

(c) Provide, within 7 business days following the background screening under paragraph (a), written notice to a person disqualified under this section advising the person of the results and of his or her disqualification.

(d) Maintain for at least 5 years documentation of:

1. The results for each person screened under paragraph (a); and
2. The written notice of disqualification provided to each person under paragraph (c).

Section 2. This act shall take effect July 1, 2014.

Approved by the Governor May 12, 2014.

Filed in Office Secretary of State May 12, 2014.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

7/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificateholder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificateholder in lieu of such endorsement(s).

PRODUCER Gagliardi Insurance Services, Inc. 109 S. 13th St. #117B Philadelphia, PA 19107 #809840	CONTACT NAME: PHONE (A/C, No, Ext): 1 (800) -995-9768 FAX (A/C, No): (408) 414-8199 E-MAIL ADDRESS: sales@gsportsinsurance.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Sigma Purchasing Group Assn dba National Youth Football Association Group 2 First Coast Pop Warner Conference 1093 AlA Beach Blvd. PMB 411 St. Augustine, FL 32080	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Atlantic Specialty Ins. Company</td> <td style="width: 20%;">NAIC# 11515</td> </tr> <tr> <td>INSURER B: QBE Insurance Corporation</td> <td>38318</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Atlantic Specialty Ins. Company	NAIC# 11515	INSURER B: QBE Insurance Corporation	38318	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: QBE Insurance Corporation	38318												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

VERAGES CERTIFICATE NUMBER: PL1002037 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	ADOL INSURED	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X		CP04284-04	8/1/2018 12:01AM	5/14/2019 12:01AM	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☒ Abuse & Molestation						MED EXP (Anyone person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP/AGG \$ 1,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						\$
	☐ NON-OWNED AUTOS ONLY						\$
A	UMBRELLA LIAB ☒ OCCUR			EX01497-05	8/1/2018 12:01AM	5/14/2019 12:01AM	EACH OCCURRENCE \$ 5,000,000
	☒ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Accident Medical			GAH000001	8/1/2018	8/1/2019	Limit \$100,000
							AD&D \$25,000
							Deductible \$100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate holder is included as an additional insured, but only with respect to the liability arising out of the negligence of the named insured. All policy terms and conditions apply. For Association of Fernandina Beach Pop Warner.

CERTIFICATE HOLDER FCC-FDB10 City of Fernandina Beach 204 Ash Street Fernandina Beach, FL 32034	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Fernandina Beach 204 Ash Street Fernandina Beach, FL 32034
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.



CITY FACILITIES USE AGREEMENT FOR SPORT LEAGUES

This CITY FACILITIES USE AGREEMENT is made and entered into this 2nd day of October, 2018, by and between the City of Fernandina Beach, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and Elm Street Little League, whose address is 1200 Atlantic Avenue, Fernandina Beach, FL 32034 (herein called "USER").

WHEREAS, CITY owns that certain public facility known as Charles Albert Field, and adjacent concessions building, located at 1200 Elm Street, Fernandina Beach, FL 32034 (herein called "FACILITY"); and

WHEREAS, USER has expressed a desire to use said FACILITY to operate certain programs in the CITY; now, therefore,

WITNESSETH: That the parties agree as follows:

1. USER shall be permitted to use the facility described above, for the purpose of offering its programs to the general public, to-wit, which are recreational youth softball and baseball leagues.
2. CITY will maintain the grounds of FACILITY, which includes, but is not limited to: mowing, weed eating, installing clay, irrigation maintenance, chemical applications, and general building repairs. USER shall be responsible for marking and preparation of fields. USER shall also purchase all of the chalk, field paint, and clay for playing fields at FACILITY.
3. USER shall pay CITY as FACILITY usage fees during the duration of this Agreement, amounts equal to **Zero Dollars**; however, USER shall reduce costs to participants in their programs in the amount paid in calendar year 2017 to the CITY for the 50% of utility costs that used to be invoiced to USER by the CITY. CITY is supportive of youth programs and is willing to forego payment for 50% of utility costs if the savings to USER goes directly back to participants and their families.
4. USER shall be permitted the use of FACILITY during periods specified below:

USER shall have year-round priority use of FACILITY from October 1, 2018 – September 30, 2019.
5. USER will provide to CITY before every league season a signed and notarized affidavit that they are in compliance with Florida law Chapter 2014-9, requiring level 1 background screening of all coaches and adult volunteers. CITY will provide the affidavit to USER for signature and notarization. The affidavit is attached as exhibit "B," and Chapter 2014-9 is attached as exhibit "C."

6. As condition to USER's right to use FACILITY herein, USER agrees to and shall comply with the following:
- a. USER shall operate and maintain a community service or program to the general public.
 - b. USER shall not exclude any persons from its programs or services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - c. USER shall have a competent, responsible and able adult on the premises of FACILITY at all times that its programs or services are being offered.
 - d. USER shall not interfere with other operations of CITY or other authorized users of FACILITY.
 - e. The needs of the community shall be given consideration in the planning of USER's programs or services, and therefore the parties agree that joint meetings will be held as needed, to facilitate mutual cooperation and to make possible regular re-examination of the effectiveness of USER's program at FACILITY.
 - f. USER shall keep premises used by it in a clean and sanitary condition. USER Agreement includes, but shall not be limited to:
 - i. Cleaning the restrooms; and
 - ii. Providing toilet paper, soap, hand towels, cleaning supplies, and any other supplies necessary for said restrooms; and
 - iii. Daily pick-up and removal of all trash immediately following USER's programs or services; and
 - iv. Returning and relining all trash cans; and
 - v. Should USER fail to comply with this sub-section (f), then a one-hundred dollars' (\$100.00) fee will be billed to USER, and this fee must be paid within seven (7) days, or the continued use of FACILITY will not be permitted. USER shall be responsible for the abuse and destruction of property not due to ordinary wear and tear that occurs during the hours that USER operates its programs or services.
 - g. CITY shall have the right, acting through its agents or employees, to enter upon the premises at reasonable hours and times for the purpose of making inspections.
 - h. USER shall not undertake any alterations or changes in the construction of FACILITY premises, without prior written consent of CITY. Any and all requests for alterations must be submitted, in writing, to the Director of Parks & Recreation and be signed by the league president and one (1) other league official.
 - i. USER may submit requests to CITY for improvements to FACILITY no later than February 1st of each year of this Agreement. USER must attach projected costs of improvements with the requests. All improvements, alterations or changes to the FACILITY shall be made at the sole cost and expense of USER after CITY written approval.

- j. USER shall not rent, sublet, or assign space in FACILITY premises to outside persons/organizations/vendors without the prior written consent of CITY. Violation of this term may result in cancellation of USER's Agreement.
- k. USER has priority use of FACILITY during the priority use period agreed upon in this Agreement and can use specified areas for storage during the time outside of the priority use period of this Agreement.
- l. USER is responsible for securing the licensing, maintenance, and up-keep of FACILITY's concessions building, if applicable, during the time allotted by the Agreement.
- m. CITY, at its sole discretion, has the right to rent or use FACILITY during USER's priority use period, identified in Section 4, providing a minimum two (2) weeks' notice for such rental or usage, if applicable.
- n. CITY reserves the right to cancel this Agreement at any time, without cause, by giving USER thirty (30) days' notice of such cancellation.
- o. USER shall maintain liability insurance, with minimum coverage of \$1,000,000, show CITY as additionally insured thereon, and shall provide proof of it to CITY on an annual basis, upon commencement of this Agreement, and thereafter, as required by CITY. USER will provide insurance on all of their equipment being stored in FACILITY and on all participants in the program. Proof of said insurance will be in the form of an insurance certificate and accompanying endorsement form and is attached hereto as Exhibit "D."
- p. USER shall, at all times, abide by Federal, State, and local laws, in the operation of its programs or services at FACILITY.
- q. The parties recognize that USER is an independent contractor. USER agrees to assume liability for and indemnify, hold harmless, and defend CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees and costs incurred by CITY in the enforcement of this indemnification provision. This includes claims made by the employees of USER against CITY, and USER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

7. USER and CITY further agree as follows:

- a. USER must submit league season schedules to CITY two (2) weeks prior to opening days of league seasons. USER will submit schedules for field lights at FACILITY for practices

and games to CITY on a weekly or monthly basis, and CITY will schedule lights according to on and off times provided by USER.

- b. USER shall be responsible for securing FACILITY after each event. CITY shall provide the combination lock-and-chain system for securing FACILITY. In the event USER loses the lock-and-chain, a twenty five dollars' (\$25.00) fee per lock-and-chain shall be assessed to USER.
- c. USER must obtain consent from CITY to install their own keyed locks and/or combination locks on the concessions building. After receiving consent from CITY, USER will provide CITY with one (1) set of keys for the keyed locks and combination(s) for combination locks.
- d. Reservations for practices by USER at CITY fields other than at FACILITY must be made by contacting the Parks & Recreation Department Administrative Office.
- e. USER shall remove all sponsorship signs from fences and roll up windscreens within one (1) month after the end of a league season. USER is responsible for any damage to fences caused by signs. CITY will remove any remaining signs after one month, and USER will pay CITY twenty-five dollars (\$25) to retrieve signs.
- f. USER shall be responsible for any overtime hours incurred by CITY's employees due to services rendered for USER after normal working hours. The rate will be time and one-half. An invoice will be mailed to USER, and payment will be due within two (2) weeks of date of invoice.

8. **TERM OF AGREEMENT.** The term of the Agreement begins October 1, 2018 and ends on September 30, 2019. If USER has fully and faithfully complied with this Agreement, then the Agreement may be extended for one-year terms up to a maximum of two (2) one-year terms based upon the mutual agreements of the parties. All of the terms and conditions of the original Agreement shall apply to all extended Agreement terms, unless otherwise modified by agreement of both parties hereto.

a. The addresses for giving notices are as follows:

CITY:

City of Fernandina Beach Parks & Recreation Department
Attn: Director
2500 Atlantic Avenue
Fernandina Beach, FL 32034

USER:

Name of League: Elm Street Little League
Contact Person: Annette Bell (docabell@bellsouth.net)
Address: 1814 Highland Drive, Fernandina Beach, FL 32034
Phone Number(s) of Contact Person: 904-910-0893

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

LEAGUE

CITY OF FERNANDINA BEACH

By: Annette Bell

(Sign)

Annette Bell

(Print)

Its: President

Dale L. Martin
Dale L. Martin
City Manager

Employer ID Number: (required)

ATTEST:

59-3093644

Caroline Best
Caroline Best
City Clerk

APPROVED AS TO FORM AND
LEGALITY:

Tammi E. Bach

Tammi E. Bach,
City Attorney

AFFIDAVIT

State of Florida
County of Nassau

I, Wayne Peterson being first duly sworn, depose and state as follows:

1. That I am the authorized representative of
Elm Street Little (league); and

2. That part of my duties includes processing applications for coaches and volunteers; and

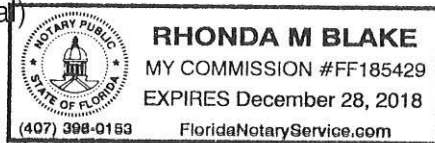
3. That all coaches and volunteers working with
Elm Street Little (league) have received level 1 background checks and are in compliance with Florida law Chapter 2014-9, specifically CS/SB 358 effective July 1, 2014. See attached copy of Chapter 2014-9.

FURTHER AFFIANT SAYETH NAUGHT.

Wayne Peterson
Signature
Print Name: Wayne Peterson

Subscribed and sworn to before me, a notary public in and for the State of Florida this 23rd day of March, 2018.

(Seal)



Rhonda M Blake
Notary Public

CHAPTER 2014-9

Committee Substitute for Senate Bill No. 358

An act relating to athletic coaches for youth athletic teams; amending s. 943.0438, F.S.; revising the definition of the term “athletic coach”; expanding provisions relating to athletic coaches for independent sanctioning authorities to require such authorities to conduct specified background screening of certain coaches of youth athletic teams; providing that the duty may not be delegated; providing for disqualification; providing for exemption from disqualification; requiring that specified documentation be maintained for a specified period by such authorities; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (1) and paragraphs (a), (b), (c), and (d) of subsection (2) of section 943.0438, Florida Statutes, are amended to read:

943.0438 Athletic coaches for independent sanctioning authorities.—

(1) As used in this section, the term:

(a) “Athletic coach” means a person who:

1. Is authorized by an independent sanctioning authority to work as a coach, assistant coach, or referee for 20 or more hours within a calendar year, whether for compensation or as a volunteer, for a youth athletic team based in this state; and

2. Has direct contact with one or more minors on the youth athletic team.

(b) “Independent sanctioning authority” means a private, nongovernmental entity that organizes, operates, or coordinates a youth athletic team in this state if the team includes one or more minors and is not affiliated with a private school as defined in s. 1002.01.

(2) An independent sanctioning authority shall:

(a)1. Conduct a level 1 background screening pursuant to s. 435.03 of each current and prospective athletic coach. The authority may not delegate this responsibility to an individual team and may not authorize any ~~No~~ person shall be authorized by the independent sanctioning authority to act as an athletic coach unless a level 1 background screening is ~~has been~~ conducted and ~~does did~~ not result in disqualification under paragraph (b). Level 1 background screenings shall be conducted annually for each athletic coach. For purposes of this section, a background screening shall include ~~be conducted with~~ a search of the athletic coach’s name or other identifying information against state and federal registries of sexual predators and

sexual offenders, which are available to the public on Internet sites provided by:

- a. The Department of Law Enforcement under s. 943.043; and
- b. The Attorney General of the United States under 42 U.S.C. s. 16920.

2. For purposes of this section, a background screening conducted by a commercial consumer reporting agency in compliance with the federal Fair Credit Reporting Act using the identifying information referenced in subparagraph 1. and that includes a level 1 background screening and a search of searching that information against the sexual predator and sexual offender Internet sites listed in sub-subparagraphs 1.a. and b. shall be deemed to satisfy in compliance with the requirements of this paragraph ~~section.~~

(b) Disqualify any person from acting as an athletic coach as provided in s. 435.03 or if he or she is identified on a registry described in paragraph (a). The authority may allow a person disqualified under this paragraph to act as an athletic coach if it determines that the person meets the requirements for an exemption from disqualification under s. 435.07.

(c) Provide, within 7 business days following the background screening under paragraph (a), written notice to a person disqualified under this section advising the person of the results and of his or her disqualification.

(d) Maintain for at least 5 years documentation of:

1. The results for each person screened under paragraph (a); and
2. The written notice of disqualification provided to each person under paragraph (c).

Section 2. This act shall take effect July 1, 2014.

Approved by the Governor May 12, 2014.

Filed in Office Secretary of State May 12, 2014.

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 04/20/18						
PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867	CERTIFICATE #: 3091111-2018-1 INSURERS AFFORDING COVERAGE:							
ADDITIONAL NAMED INSURED: ELM STREET LL Wayne Peterson 206 S 12TH ST FERNANDINA BEACH, FL 32034	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">INSURER A:</td> <td>Lexington Insurance Company</td> </tr> <tr> <td>INSURER B: (Non-Liability)</td> <td>National Union Fire Insurance Company of Pittsburgh, PA</td> </tr> <tr> <td>INSURER C:</td> <td>AIG Specialty Insurance Company</td> </tr> </table>		INSURER A:	Lexington Insurance Company	INSURER B: (Non-Liability)	National Union Fire Insurance Company of Pittsburgh, PA	INSURER C:	AIG Specialty Insurance Company
INSURER A:	Lexington Insurance Company							
INSURER B: (Non-Liability)	National Union Fire Insurance Company of Pittsburgh, PA							
INSURER C:	AIG Specialty Insurance Company							

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY		011225822	01/01/2018	01/01/2019	EACH OCCURRENCE	\$1,000,000
		X	OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
		X	INCL PARTICIPANTS	Property Damage Deductible: \$250			PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		X	SEXUAL ABUSE				Sexual Abuse OCCURRENCE	\$1,000,000
							Sexual Abuse AGGREGATE	\$2,000,000
			MEDICAL PAYMENTS				Any One Person	
A	X	DIRECTORS & OFFICERS		019130066	01/01/2018	01/01/2019	EACH LOSS	\$1,000,000
							AGGREGATE	\$1,000,000
C	X	CYBER LIABILITY COVERAGE		018254546	01/01/2018	01/01/2019	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE
	S&P	SECURITY AND PRIVACY LIABILITY INSURANCE		\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION			RETROACTIVE DATE	CONTINUITY DATE
		REGULATORY ACTION SUBLIMIT OF LIABILITY		\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION			POLICY INCEPTION	POLICY INCEPTION
		EM	EVENT MANAGEMENT INSURANCE		\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION			NOT APPLICABLE
A	X	CRIME COVERAGE		011408723	01/01/2018	01/01/2019	EACH LOSS	\$35,000
				Crime Deductible: \$250 Property/\$1,000 Money			AGGREGATE	NONE
B	X	SPORTS EXCESS ACCIDENT		SRG9105434	01/01/2018	01/01/2019	As in Master Policy: Med. Max. \$100,000 Deductible \$50	As in Master Policy Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

1. Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above named Little League; and
2. That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

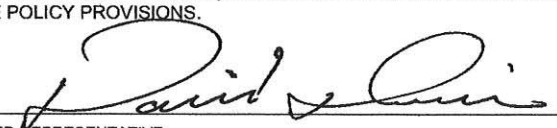
City of Fernandina Beach
 204 Ash St.
 Fernandina Beach, FL 32034

INSURED

Little League Baseball Risk Purchasing Group, Inc.
539 U.S. RT. 15 Highway
South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.


 AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 04/20/18
PRODUCER Keystone Risk Managers, LLC 1995 Point Township Drive Northumberland, PA 17867	CERTIFICATE #: 3091111-2018-1 INSURERS AFFORDING COVERAGE:	
ADDITIONAL NAMED INSURED: ELM STREET LL Wayne Peterson 206 S 12TH ST FERNANDINA BEACH, FL 32034	INSURER A: Lexington Insurance Company INSURER B: National Union Fire Insurance Company of Pittsburgh, PA INSURER C: AIG Specialty Insurance Company	

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INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	011225822	01/01/2018	01/01/2019	EACH OCCURRENCE	\$1,000,000
		☒ OCCURRENCE				GENERAL AGGREGATE	\$2,000,000
		☒ INCL PARTICIPANTS				PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		☒ SEXUAL ABUSE				Sexual Abuse OCCURRENCE	\$1,000,000
						Sexual Abuse AGGREGATE	\$2,000,000
		MEDICAL PAYMENTS				Any One Person	
A	X	DIRECTORS & OFFICERS	019130066	01/01/2018	01/01/2019	EACH LOSS	\$1,000,000
						AGGREGATE	\$1,000,000
C	X	CYBER LIABILITY COVERAGE	018254546	01/01/2018	01/01/2019	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE
		SECURITY AND PRIVACY LIABILITY INSURANCE				RETROACTIVE DATE	CONTINUITY DATE
	S&P	REGULATORY ACTION SUBLIMIT OF LIABILITY				POLICY INCEPTION	POLICY INCEPTION
		EVENT MANAGEMENT INSURANCE				NOT APPLICABLE	POLICY INCEPTION
A	X	CRIME COVERAGE	011408723	01/01/2018	01/01/2019	EACH LOSS	\$35,000
						AGGREGATE	NONE
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	01/01/2018	01/01/2019	As in Master Policy: Med. Max. \$100,000 Deductible \$50	As in Master Policy Excess

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

- Structural alterations, new construction, maintenance, repair or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above named Little League; and
- That part of the ball field or other premises not being used by the above named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

1. City of Fernandina Beach

INSURED

Little League Baseball Risk Purchasing Group, Inc.
539 U.S. RT. 15 Highway
South Williamsport, PA 17702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

**THIS ENDORSEMENT EFFECTIVE: AT 12:01 AM
FORMS A PART OF POLICY NO.: 011225822
ISSUED TO: LITTLE LEAGUE BASEBALL RISK PURCHASING GROUP, INC.
BY: LEXINGTON INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.

ADDITIONAL INSUREDS

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

In consideration of an additional premium of \$N/A it is hereby agreed the following are added as Additional Insureds.

Co-promoters

Sponsors

Landlords City of Fernandina Beach
 204 Ash Street
 Fernandina Beach, FL 32034

Entertainers

All other terms and conditions remain unchanged. But only to the extent that liability results from negligence of the Named Insured.



Authorized Representative



CITY FACILITIES USE AGREEMENT FOR SPORT LEAGUES

This CITY FACILITIES USE AGREEMENT is made and entered into this 2nd day of October, 2018, by and between the City of Fernandina Beach, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and Fernandina Beach Babe Ruth League, whose address is P.O. Box 722, Fernandina Beach, FL 32035 (herein called "USER").

WHEREAS, CITY owns that certain public facility known as Buccaneer Field, and adjacent concessions building, located at 1201 Beech Street, Fernandina Beach, FL 32034 (herein called "FACILITY"); and

WHEREAS, USER has expressed a desire to use said FACILITY to operate certain programs in the CITY; now, therefore,

WITNESSETH: That the parties agree as follows:

1. USER shall be permitted to use the facility described above, for the purpose of offering its programs to the general public, to-wit, which are recreational youth baseball leagues for ages 4 - 18.
2. CITY will maintain the grounds of FACILITY, which includes, but is not limited to: mowing, weed eating, installing clay, irrigation maintenance, chemical applications, and general building repairs. USER shall be responsible for marking and preparation of fields. USER shall also purchase all of the chalk, field paint, and clay for playing fields at FACILITY.
3. USER shall pay CITY as FACILITY usage fees during the duration of this Agreement, amounts equal to **Zero Dollars**; however, USER shall reduce costs to participants in their programs in the amount paid in calendar year 2017 to the CITY for the 50% of utility costs that used to be invoiced to USER by the CITY. CITY is supportive of youth programs and is willing to forego payment for 50% of utility costs if the savings to USER goes directly back to participants and their families.
4. USER shall be permitted the use of FACILITY during periods specified below:

USER shall have year-round priority use of FACILITY from October 1, 2018 – September 30, 2019.
5. USER will provide to CITY before every league season a signed and notarized affidavit that they are in compliance with Florida law Chapter 2014-9, requiring level 1 background screening of all coaches and adult volunteers. CITY will provide the affidavit to USER for signature and notarization. The affidavit is attached as exhibit "B," and Chapter 2014-9 is attached as exhibit "C."

6. As condition to USER's right to use FACILITY herein, USER agrees to and shall comply with the following:
- a. USER shall operate and maintain a community service or program to the general public.
 - b. USER shall not exclude any persons from its programs or services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - c. USER shall have a competent, responsible and able adult on the premises of FACILITY at all times that its programs or services are being offered.
 - d. USER shall not interfere with other operations of CITY or other authorized users of FACILITY.
 - e. The needs of the community shall be given consideration in the planning of USER's programs or services, and therefore the parties agree that joint meetings will be held as needed, to facilitate mutual cooperation and to make possible regular re-examination of the effectiveness of USER's program at FACILITY.
 - f. USER shall keep premises used by it in a clean and sanitary condition. USER Agreement includes, but shall not be limited to:
 - i. Cleaning the restrooms; and
 - ii. Providing toilet paper, soap, hand towels, cleaning supplies, and any other supplies necessary for said restrooms; and
 - iii. Daily pick-up and removal of all trash immediately following USER's programs or services; and
 - iv. Returning and relining all trash cans; and
 - v. Should USER fail to comply with this sub-section (f), then a one-hundred dollars' (\$100.00) fee will be billed to USER, and this fee must be paid within seven (7) days, or the continued use of FACILITY will not be permitted. USER shall be responsible for the abuse and destruction of property not due to ordinary wear and tear that occurs during the hours that USER operates its programs or services.
 - g. CITY shall have the right, acting through its agents or employees, to enter upon the premises at reasonable hours and times for the purpose of making inspections.
 - h. USER shall not undertake any alterations or changes in the construction of FACILITY premises, without prior written consent of CITY. Any and all requests for alterations must be submitted, in writing, to the Director of Parks & Recreation and be signed by the league president and one (1) other league official.
 - i. USER may submit requests to CITY for improvements to FACILITY no later than February 1st of each year of this Agreement. USER must attach projected costs of improvements with the requests. All improvements, alterations or changes to the FACILITY shall be made at the sole cost and expense of USER after CITY written approval.

- j. USER shall not rent, sublet, or assign space in FACILITY premises to outside persons/organizations/vendors without the prior written consent of CITY. Violation of this term may result in cancellation of USER's Agreement.
- k. USER has priority use of FACILITY during the priority use period agreed upon in this Agreement and can use specified areas for storage during the time outside of the priority use period of this Agreement.
- l. USER is responsible for securing the licensing, maintenance, and up-keep of FACILITY's concessions building, if applicable, during the time allotted by the Agreement.
- m. CITY, at its sole discretion, has the right to rent or use FACILITY during USER's priority use period, identified in Section 4, providing a minimum two (2) weeks' notice for such rental or usage, if applicable.
- n. CITY reserves the right to cancel this Agreement at any time, without cause, by giving USER thirty (30) days' notice of such cancellation.
- o. USER shall maintain liability insurance, with minimum coverage of \$1,000,000, show CITY as additionally insured thereon, and shall provide proof of it to CITY on an annual basis, upon commencement of this Agreement, and thereafter, as required by CITY. USER will provide insurance on all of their equipment being stored in FACILITY and on all participants in the program. Proof of said insurance will be in the form of an insurance certificate and accompanying endorsement form and is attached hereto as Exhibit "D."
- p. USER shall, at all times, abide by Federal, State, and local laws, in the operation of its programs or services at FACILITY.
- q. The parties recognize that USER is an independent contractor. USER agrees to assume liability for and indemnify, hold harmless, and defend CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees and costs incurred by CITY in the enforcement of this indemnification provision. This includes claims made by the employees of USER against CITY, and USER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

7. USER and CITY further agree as follows:

- a. USER must submit league season schedules to CITY two (2) weeks prior to opening days of league seasons. USER will submit schedules for field lights at FACILITY for practices

and games to CITY on a weekly or monthly basis, and CITY will schedule lights according to on and off times provided by USER.

- b. USER shall be responsible for securing FACILITY after each event. CITY shall provide the combination lock-and-chain system for securing FACILITY. In the event USER loses the lock-and-chain, a twenty five dollars' (\$25.00) fee per lock-and-chain shall be assessed to USER.
- c. USER must obtain consent from CITY to install their own keyed locks and/or combination locks on the concessions building. After receiving consent from CITY, USER will provide CITY with one (1) set of keys for the keyed locks and combination(s) for combination locks.
- d. Reservations for practices by USER at CITY fields other than at FACILITY must be made by contacting the Parks & Recreation Department Administrative Office.
- e. USER shall remove all sponsorship signs from fences and roll up windscreens within one (1) month after the end of a league season. USER is responsible for any damage to fences caused by signs. CITY will remove any remaining signs after one month, and USER will pay CITY twenty-five dollars (\$25) to retrieve signs.
- f. USER shall be responsible for any overtime hours incurred by CITY's employees due to services rendered for USER after normal working hours. The rate will be time and one-half. An invoice will be mailed to USER, and payment will be due within two (2) weeks of date of invoice.

8. **TERM OF AGREEMENT.** The term of the Agreement begins October 1, 2018 and ends on September 30, 2019. If USER has fully and faithfully complied with this Agreement, then the Agreement may be extended for one-year terms up to a maximum of two (2) one-year terms based upon the mutual agreements of the parties. All of the terms and conditions of the original Agreement shall apply to all extended Agreement terms, unless otherwise modified by agreement of both parties hereto.

a. The addresses for giving notices are as follows:

CITY:

City of Fernandina Beach Parks & Recreation Department
Attn: Director
2500 Atlantic Avenue
Fernandina Beach, FL 32034

USER:

Name of League: Fernandina Beach Babe Ruth League
Contact Person: Jim Stancin (jimstancin@yahoo.com)
Address: P.O. Box 722, Fernandina Beach, FL 32035
Phone Number(s) of Contact Person: 904-742-6765

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

Jack Martin

Caroline Best

Fernandina Bch Bk
Rubb league (FB3RL)

LEAGUE

By: James M. Stancin 10/2/18
(Sign)

(Print)

Its: President

Employer ID Number: (required)

20-2411357

CITY OF FERNANDINA BEACH

Dale L. Martin

Dale L. Martin
City Manager

ATTEST:

Caroline Best

Caroline Best
City Clerk

APPROVED AS TO FORM AND
LEGALITY:

Tammi E. Bach

Tammi E. Bach,
City Attorney

AFFIDAVIT

State of Florida
County of Nassau

I, Charles Evans, being first duly sworn, depose and state as follows:

1. That I am the authorized representative of
Fernandina Beach Babe Ruth (league); and
2. That part of my duties includes processing applications for coaches and volunteers; and
3. That all coaches and volunteers working with
Fernandina Beach Babe Ruth League (league) have received level 1 background checks and are in compliance with Florida law Chapter 2014-9, specifically CS/SB 358 effective July 1, 2014. See attached copy of Chapter 2014-9.

FURTHER AFFIANT SAYETH NAUGHT.



Signature

Print Name: Charles Evans

Subscribed and sworn to before me, a notary public in and for the State of Florida this 20 day of March, 2018.



Nellie Marie Cumberland
State of Florida
My Commission Expires 10/15/2019
Commission No. FF 927817


Notary Public

CHAPTER 2014-9

Committee Substitute for Senate Bill No. 358

An act relating to athletic coaches for youth athletic teams; amending s. 943.0438, F.S.; revising the definition of the term “athletic coach”; expanding provisions relating to athletic coaches for independent sanctioning authorities to require such authorities to conduct specified background screening of certain coaches of youth athletic teams; providing that the duty may not be delegated; providing for disqualification; providing for exemption from disqualification; requiring that specified documentation be maintained for a specified period by such authorities; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (1) and paragraphs (a), (b), (c), and (d) of subsection (2) of section 943.0438, Florida Statutes, are amended to read:

943.0438 Athletic coaches for independent sanctioning authorities.—

(1) As used in this section, the term:

(a) “Athletic coach” means a person who:

1. Is authorized by an independent sanctioning authority to work as a coach, assistant coach, or referee for 20 or more hours within a calendar year, whether for compensation or as a volunteer, for a youth athletic team based in this state; and

2. Has direct contact with one or more minors on the youth athletic team.

(b) “Independent sanctioning authority” means a private, nongovernmental entity that organizes, operates, or coordinates a youth athletic team in this state if the team includes one or more minors and is not affiliated with a private school as defined in s. 1002.01.

(2) An independent sanctioning authority shall:

(a)1. Conduct a level 1 background screening pursuant to s. 435.03 of each current and prospective athletic coach. The authority may not delegate this responsibility to an individual team and may not authorize any ~~No~~ person shall be authorized by the independent sanctioning authority to act as an athletic coach unless a level 1 background screening is ~~has been~~ conducted and ~~does did~~ not result in disqualification under paragraph (b). Level 1 background screenings shall be conducted annually for each athletic coach. For purposes of this section, a background screening shall include ~~be conducted with~~ a search of the athletic coach’s name or other identifying information against state and federal registries of sexual predators and

sexual offenders, which are available to the public on Internet sites provided by:

- a. The Department of Law Enforcement under s. 943.043; and
- b. The Attorney General of the United States under 42 U.S.C. s. 16920.

2. For purposes of this section, a background screening conducted by a commercial consumer reporting agency in compliance with the federal Fair Credit Reporting Act using the identifying information referenced in subparagraph 1. and that includes a level 1 background screening and a search of searching that information against the sexual predator and sexual offender Internet sites listed in sub-subparagraphs 1.a. and b. shall be deemed to satisfy in compliance with the requirements of this paragraph ~~section.~~

(b) Disqualify any person from acting as an athletic coach as provided in s. 435.03 or if he or she is identified on a registry described in paragraph (a). The authority may allow a person disqualified under this paragraph to act as an athletic coach if it determines that the person meets the requirements for an exemption from disqualification under s. 435.07.

(c) Provide, within 7 business days following the background screening under paragraph (a), written notice to a person disqualified under this section advising the person of the results and of his or her disqualification.

(d) Maintain for at least 5 years documentation of:

1. The results for each person screened under paragraph (a); and
2. The written notice of disqualification provided to each person under paragraph (c).

Section 2. This act shall take effect July 1, 2014.

Approved by the Governor May 12, 2014.

Filed in Office Secretary of State May 12, 2014.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K INSURANCE GROUP, INC. 1712 MAGNAVOX WAY PO BOX 2338 FORT WAYNE IN 46801		CONTACT NAME: Cheryl Pettibone PHONE (A/C, No. Ext): 800-736-7358 FAX (A/C, No): 847-953-2873 E-MAIL ADDRESS: Cheryl.Pettibone@kandkinsurance.com															
INSURED FERNANDINA BEACH BABE RUTH LEAGUE DBA: Fernandina Beach Babe Ruth League 85019 Sagaponack Drive Fernandina Beach FL, 34034		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Nationwide Mutual Insurance Company</td> <td>23787</td> </tr> <tr> <td>INSURER B: Nationwide Life Insurance Company</td> <td>68869</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Nationwide Mutual Insurance Company	23787	INSURER B: Nationwide Life Insurance Company	68869	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER			RPG-284825-00	02/01/2018 12:01 AM	02/01/2019 12:01 AM	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS-COMPIOP AGG \$2,000,000 PARTICIPANT LEGAL LIABILITY \$2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			RPG-284825-00	02/01/2018 12:01 AM	02/01/2019 12:01 AM	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB # OCCUR EXCESS LIAB # CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT			JXS-284826-00	02/01/2018 12:01 AM	02/01/2019 12:01 AM	Excess Medical \$250,000 AD&D \$ 15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED: ANY PERSON, ORGANIZATION OR ENTITY WHO IS ENGAGED IN PROVIDING THE PREMISES, IS A SPONSOR OR CO-PROMOTER, BUT SOLELY WITH RESPECT TO THE OPERATIONS OF THE NAMED INSURED.

SEXUAL ABUSE/MOLESTATION: \$1,000,000 PER OCCURRENCE/\$2,000,000 AGGREGATE

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

1/19/2018

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY K&K Insurance Group 1712 Magnavox Way PO Box 2338 Fort Wayne IN 46801-2338	PHONE (A/C, No, Ext): 1-800-441-3894	COMPANY National Casualty insurance
FAX (A/C, No): 1-260-459-5120	E-MAIL ADDRESS: Cheryl.Pettibone@kandkinsurance.com	
CODE:	SUB CODE:	
AGENCY CUSTOMER ID#:		
INSURED FERNANDINA BEACH BABE RUTH LEAGUE 85019 Sagaponack Drive Fernandina Beach, FL, 34034	LOAN NUMBER	POLICY NUMBER KKO-71237-00
	EFFECTIVE DATE 02/01/2019	EXPIRATION DATE ☐ CONTINUED UNTIL TERMINATED IF CHECKED
	THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION

Various Locations

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	
COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE				DEDUCTIBLE
Employee Theft	\$25,000				\$500

REMARKS (Including Special Conditions)

This covers only those 5 persons listed below holding the "positions" designated while such person is engaged in league sanctioned Activities:

President - Charles Evans
Vice President - Jim Stancin
Treasury - Rob Weeks
Concession Manager - Rick Erickson
Equipment / Uniform Manager - Kevin Lilly

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS EVIDENCE OF COVERAGE	ADDITIONAL INSURED ☐	LENDER'S LOSS PAYABLE ☐	LOSS PAYEE ☐
	MORTGAGEE		
	LOAN #		
	AUTHORIZED REPRESENTATIVE 		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

The City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034
RE: Fernandina Beach Babe Ruth League

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

RESOLUTION 2019-145

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE FACILITIES USE AGREEMENT FOR SPORTS LEAGUES BETWEEN THE NASSAU COUNTY SCHOOL BOARD AND THE CITY OF FERNANDINA BEACH FOR THE USE OF THE ATLANTIC RECREATION CENTER SWIMMING POOL AND DR. MARTIN LUTHER KING JR. RECREATION CENTER SWIMMING POOL; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach provides facilities for youth sports via a Facilities Use Agreement for Sports Leagues; and

WHEREAS, the Nassau County School Board wishes to enter into a Facilities Use Agreement for Sports Leagues for use of the Atlantic Recreation Center swimming pool and Dr. Martin Luther King Jr. Recreation Center swimming pool for practice and meets.

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

SECTION 1. The City Commission hereby approves the Facilities Use Agreement for Sports Leagues with the Nassau County School Board attached hereto as Exhibit "1".

SECTION 2. The City Manager and City Clerk are hereby authorized to execute said agreement, upon review and approval of the City Attorney.

SECTION 3. This Resolution shall become effective immediately upon passage.

ADOPTED this 24th day of September, 2019.

CITY OF FERNANDINA BEACH



John A. Miller
Mayor – Commissioner

ATTEST:



Caroline Best
City Clerk

APPROVED AS TO FORM & LEGALITY:



Tammi E. Bach
City Attorney

2019-20
2020-2021
2021-2022
2022-2023

**CITY FACILITIES USE AGREEMENT
FOR SPORT LEAGUES**

Nassau County School Board

West Nassau High School, Yulee High School, Fernandina Beach High School
Swim Teams

Atlantic Recreation Center and Martin Luther King Jr. Center Pools

This CITY FACILITIES USE AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the City of Fernandina Beach, a Florida municipal corporation, whose address is 204 Ash Street, Fernandina Beach, FL 32034 (herein called "CITY"), and Nassau County School Board, whose address is 1201 Atlantic Ave., Fernandina Beach, FL 32034 (herein called "USER").

WHEREAS, CITY owns that certain public facilities known as Atlantic Recreation Center Main Pool, located at 2500 Atlantic Avenue, and Martin Luther King Center Main Pool, located at 1200 Elm St., Fernandina Beach, FL 32034 (herein called "FACILITIES"); and WHEREAS, USER has expressed a desire to use said FACILITIES to operate certain program in the CITY; now, therefore,

WITNESSETH: That the parties agree as follows:

1. USER shall be permitted to use the FACILITIES described above, for the purpose of offering its program to the general public, to-wit, Florida High School Swimming.
2. USER shall pay to the City the following fees to help offset the costs associated with USER's use of CITY's facility:
 - a. A per hour fee of \$25. Program schedule shall be submitted within thirty (30) days of the start of the season. Said fee, based on the schedule submitted and approved, shall be submitted to the CITY within ten days of the beginning of the season. Practices/events cancelled, delayed, or shortened due to sudden severe weather incidents or lack of attendance shall not be credited.
3. USER shall be permitted the use of FACILITIES on the following days and times:
 - a. First full week of school through October (full pool) and First two weeks of November (half pool only). Available hours and days are:
First day of school in August through October: Monday through Thursday, 5:00-7:00pm. First 2 weeks in November: Monday through Thursday, 4:00-6:00pm.
 - b. Other: to be determined by mutual agreement between FACILITIES supervisor and User in accordance with facility availability.
4. USER will provide to the CITY a signed affidavit that they are in compliance with SB 150. Affidavit and SB 150 are attached as Exhibit "A" and "B" respectfully.

5. As condition to USER's right to use the facility herein, USER agrees to and shall comply with the following:
- a. USER shall operate and maintain a community service or program.
 - b. USER shall not exclude any person from its programs or services because of race, sex, age, religion, disability, national origin or other prohibited discrimination.
 - c. USER shall have a competent, responsible and able adult on the premises at all times that its service or programs are being offered. This party shall be responsible for enforcing pool safety rules as set forth by the City.
 - d. USER shall not interfere with other operations of CITY or other authorized users of the facility.
 - e. The needs of the community shall be given consideration in the planning of the USER's programs or services, and therefore the parties agree that joint meetings will be held as needed, to facilitate mutual cooperation and to make possible regular re-examination of the effectiveness of the USER's program at the FACILITIES.
 - f. USER shall be responsible for the abuse and destruction of property not due to ordinary wear and tear that occurs during the hours that USER operates its programs or services.
 - g. USER shall keep premises used by it in a clean and sanitary condition, the USER agreement includes, but shall not be limited to:
 - i. Cleaning the locker rooms and restocking paper products in said locker rooms after swim meets (CITY will provide USER with a key to all dispensers), and
 - ii. Daily pick-up and removal of all trash and relining of all trash cans immediately following USER swim meets; and
 - iii. Removing all swim team equipment and personal items from pool deck and locker rooms immediately after use.
 - iv. Should USER fail to comply with this sub-section (f), then a \$50.00 fee will be billed to the USER, and this fee must be paid within 10 days or the continued use of FACILITIES will not be permitted. USER shall be responsible for the abuse and destruction of property not due to ordinary wear and tear that occurs during the hours that USER operates its program or service.
 - h. CITY shall have the right, acting through its agents or employees, to enter upon the premises at reasonable hours and times for the purpose of making inspections.

- i. USER shall not undertake any alterations or changes in the construction of the facility premises without prior written consent of CITY. Any and all requests for alterations must be submitted in writing to the Director of Parks and Recreation, and be signed by the Board president and one (1) other team official.
- j. USER agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising directly or indirectly out of or in connection with any negligent and/or deliberate act or omission of USER, its officers, employees, agents, and representatives. USER's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of USER against the CITY and USER hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
- k. USER shall not rent, sublet, or assign space in the facility premises without the prior written consent of CITY.
- l. CITY reserves the right to cancel this agreement at any time, without cause, by giving USER 30 day notice of such cancellation.
- m. USER shall maintain liability insurance, in amounts as deemed necessary and appropriate by the Recreation Director, show the City of Fernandina Beach, 204 Ash St., Fernandina Beach, FL 32034 as additionally insured thereon, and shall provide proof of it to CITY, upon commencement of this Agreement, and thereafter, as required by CITY.
- n. CITY reserves the right to cancel this agreement at any time, without cause, by giving USER 30 day notice of such cancellation.

- o. USER shall maintain liability insurance, in amounts as deemed necessary and appropriate by the Recreation Director, show the City of Fernandina Beach, 204 Ash St., Fernandina Beach, FL 32034 as additionally insured thereon, and shall provide proof of it to CITY, upon commencement of this Agreement, and thereafter, as required by CITY.
- p. USER shall, at all times, abide by Federal, State, and local laws, in the operation of its programs or services at the facility.

6. ADDITIONAL PROVISIONS:

- a. For unscheduled meets and practices, USER must give CITY 2 weeks notice.
- b. If the USER has fully and faithfully complied with this Agreement, the Agreement may be extended for one-year terms up to a maximum of three (3) one-year terms based upon the mutual agreements of the parties. All the terms and conditions of the original Agreement shall apply to all extended Agreement terms, unless otherwise modified by agreement of both parties hereto.
- c. Practice and meet schedule must be submitted by July 15th. Additional meets may be added during previously scheduled practice times (not before 5pm) following notification of CITY staff.
- d. USER shall be permitted to use starting blocks at the Atlantic Center during established practice times and swim meets. USER shall ensure that all participants are trained in the proper and safe use of the starting blocks.
- e. USER shall direct all spectators to remain outside of the pool gate during scheduled practices.
- f. USER shall be responsible for securing facility after each event. The CITY shall provide the combination lock and chain system for securing facility gates. In the event USER loses the lock and/or chain, a \$25.00 fee shall be assessed to the USER.
- g. When called for, USER shall be responsible for placing pool vacuum in pool and installing insulating pool covers after pool use.
- h. USER shall return all deck furniture and safety equipment to its rightful place if repositioned during facility use.
- i. USER shall remove all sponsorship signs from fences within one month after the end of the current season. USER is responsible for any damage to fences caused by signs. CITY will remove any remaining signs after one month, and USER will pay CITY \$25 to retrieve signs.

- j. USER shall be responsible for any overtime hours incurred by CITY's employees due to services rendered for USER after normal working hours. The rate will be time and one-half. An invoice will be mailed to USER, and payment will be due within two (2) weeks of date of invoice.
- k. Severe weather procedures shall be enforced by USER:
 - i. Procedures must be announced before swim meet, and
 - ii. USER shall remove all spectators, volunteers and participants from the pool, pool deck and breezeway following the 15 second alert blast emitted by the Thorguard Lightning Protection System, and
 - iii. In severe weather conditions participants and spectators may occupy the auditorium (if vacant) and adjacent hallway located inside the Atlantic Recreation Center.
 - iv. User is responsible for all swim teams and spectators that use FACILITIES during swim meets and other CITY facilities during severe weather.
- 7. TERM OF AGREEMENT. The term of the Agreement begins on August 1, 2019 and ends on November 15, 2019 unless terminated sooner or extended as provided in this Agreement.

- a. The addresses for giving notices are as follows:

CITY:

City of Fernandina Beach
Attn: Parks and Recreation Director
2500 Atlantic Avenue
Fernandina Beach, FL 32034

USER:

Nassau County School Board
Attn: ~~Cynthia Williams~~ Mark Durham
1201 Atlantic Ave.
Fernandina Beach, FL 32034

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day and year first above written.

USER

By: Kathy J. Dunn

Its: _____

Employer ID Number: (required)

59-6000756

CITY OF FERNANDINA BEACH

By: Dee R. Pappalardo

Its: City Manager

ATTEST:

By: Caroline Best

Its: City Clerk

Approved as to form and legality for use and
reliance by the City of Fernandina Beach,
Florida.

JEER

City Attorney