

## **SUPPLEMENTAL INTERLOCAL AGREEMENT BETWEEN FLAGLER COUNTY AND THE CITY OF FLAGLER BEACH FOR JOINT FUNDING OF LIFEGUARD SERVICES**

This Supplemental Interlocal Agreement (hereinafter "Agreement") is made and entered into by and between FLAGLER COUNTY (the "County"), a political subdivision of the State of Florida whose address is 1769 East Moody Boulevard, Building #2, Suite 301, Bunnell, Florida 32110, and the CITY OF FLAGLER BEACH (the "City"), a municipal corporation of the State of Florida whose address is 105 South Second Street, Flagler Beach, Florida 32136, and, collectively known as the "Parties".

**WHEREAS**, in 2017, the City and County entered an interlocal agreement ("2017 Interlocal") memorializing existing beach management related issues as between the City and County; and

**WHEREAS**, Section 5 of the 2017 Interlocal provides that City will administer a lifeguard program and that the County will continue to financially support said lifeguard program; and

**WHEREAS**, the 2017 Interlocal does not specify the manner or level of financial support to be provided by the County for the lifeguard program; and

**WHEREAS**, since the execution of the 2017 Interlocal, the City and County have agreed to a funding scheme by which the County matches City spending on the lifeguard program up to a monetary cap; and

**WHEREAS**, this Agreement is meant to simplify said funding scheme and provide for automatic adjustments based on inflation; and

**WHEREAS**, this Agreement is authorized by Section 163.01, *Florida Statutes*, and the respective home rule powers of the parties.

**NOW THEREFORE**, for and in consideration of the mutual covenants, conditions and provisions contained herein, and the benefits flowing to each party, the Parties hereto mutually agree as follows:

**SECTION 1. FINDINGS.** The above recitals are true and correct and are incorporated herein verbatim.

### **SECTION 2. PAYMENT STRUCTURE.**

- (a) The County shall provide the City with funding for lifeguard services in the form of a lump annual payment ("Funding"). The initial funding amount shall be eighty-two thousand five hundred dollars (\$82,500.00), with the initial payment to be delivered to the City by December 31, 2020. Subsequent annual payments shall be due by December 31 of each calendar year.
- (b) Beginning with the payment due on December 31, 2021, the Funding shall be adjusted annually based on the payment year's September 12-month percent change in the Consumer Price Index for the South Region published by the United States Bureau of Labor Statistics.

**SECTION 3. FUNDING.** The Parties understand that performance of this Agreement is contingent upon annual appropriation of adequate funds by the City and/or the County to perform their obligations under the Agreement.

**SECTION 4. SUPPLEMENTAL AGREEMENT.** The 2017 Interlocal remains in full effect and the provisions therein govern the operation of this Agreement except as otherwise provided herein. Where this Agreement and the 2017 Interlocal conflict, this Agreement shall control.

**SECTION 5. TERM.** This Agreement shall become effective on the date it is executed by both parties and shall have an initial term of three years from the effective date. This Agreement shall renew automatically on an annual basis unless either party provides written notice of termination at least ninety (90) days prior to renewal. The expiration or termination of this Agreement shall not affect the 2017 Interlocal.

**SECTION 6. PRIOR AGREEMENT/MODIFICATION.** This Agreement, together with the 2017 Interlocal, constitutes the complete, integrated and entire agreement between the Parties with respect to the funding of the lifeguard program discussed herein, and supersedes any and all prior agreements, arrangements, contracts or understandings, whether oral or written. This Agreement may not be amended, changed, or modified and material provisions hereunder may not be waived except by a written document of equal dignity herewith and signed by both Parties.

**IN WITNESS WHEREOF,** the parties hereto have caused these presents to be signed in their names by their proper Officers the day and year below written.

APPROVED this 9 day of SEPTEMBER, 2020 by the Flagler County Board of County Commissioners, Florida.

BY THE FLAGLER COUNTY BOARD OF  
COUNTY COMMISSIONERS

*David J. Sullivan*

David Sullivan, Chair

ATTEST:

*Tina Funicello, SC*

Tom Bexley, Clerk and Ex Officio  
Clerk to the Board

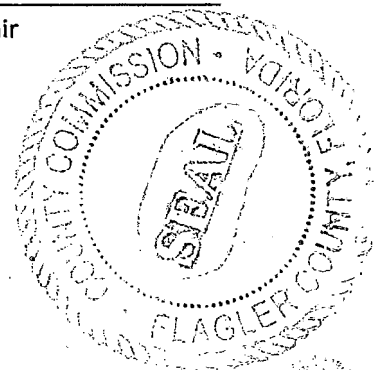
APPROVED AS TO FORM:

*Albert J. Hadeed*

Albert J. Hadeed, County Attorney

APPROVED this 20 day of AUGUST, 2020 by the City Commission of the City of Flagler Beach, Florida.

BY THE CITY OF FLAGLER BEACH,  
FLORIDA



Linda Provencher  
Linda Provencher, Mayor

ATTEST:

Penny Overstreet  
Penny Overstreet, City Clerk

APPROVED AS TO FORM:

D. Andrew Smith, III  
D. Andrew Smith, III, CITY ATTORNEY



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