

RESOLUTION 2023 - 254

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A 1<sup>ST</sup> AMENDMENT OF THE INTERLOCAL AGREEMENT BY AND BETWEEN ST. JOHNS COUNTY AND THE CITY OF ST. AUGUSTINE BEACH PROVIDING FOR LAW ENFORCMENT ON LOCAL BEACHES ORIGINALLY DATED MAY 26, 2021.**

**WHEREAS**, on or about May 21, 2021, the Board of County Commissioners of St. Johns County Florida, approved the terms of the Interlocal Agreement by and between St. Johns County and the City of St Augustine Beach Providing for Law Enforcement on Local Beaches (hereafter "Interlocal Agreement") on or about May 26, 2021 the City of St. Augustine Beach, Florida approved the Interlocal Agreement; and

**WHEREAS**, the City of St. Augustine Beach has experienced a significant increase in calls for service on the beach due to the increase in pedestrian and vehicle traffic, Beach Patrol units responded to 3,627 calls for service plus 531 calls for service handled by the officer assigned to the High-Intensity position located at the Pier area on weekends, as of June 5th, 2023, Beach Patrol units have responded to 1,766 calls for service plus 325 calls for service handled by the officer assigned to the High-Intensity position and are projected to surpass calls for service in FY22; and

**WHEREAS**, the City of St. Augustine Beach has requested assistance funding an additional full-time officer as soon as possible; and

**WHEREAS**, St. Johns County and the City of St. Augustine Beach hereby mutually agree to this 1st Amendment increasing the funding for the remainder of this 2023 fiscal year in an additional amount not to exceed twenty-five thousand 00/100 dollars (\$25,000.00) effective immediately; and

**WHEREAS**, St. Johns County and the City of St. Augustine Beach hereby mutually agree to the 1st Amendment of the Interlocal Agreement increasing the annual funding after the 2023 fiscal year by an additional sixty-one thousand eight hundred and seven 00/100 dollars (\$61,807.00) to a total of two hundred thousand 00/100 dollars (\$200,000.00) beginning in Fiscal Year 2024; and

**WHEREAS**, all other terms and conditions shall remain the same in the attached Interlocal Agreement; and

**WHEREAS**, it is in the best interest of the County to accept this 1st Amendment for the benefits of the citizens of St. Johns County.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of St. Johns County, Florida, that:

1. The above recitals are incorporated by reference into the body of this Resolution, and such recitals are adopted as findings of fact.
2. The Board of County Commissioners hereby authorizes County Administrator, or designee, to execute the 1<sup>st</sup> Amendment on behalf of the County.

3. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 18<sup>th</sup> day of July, 2023.

**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

Rendition Date JUL 19 2023

By:   
Christian Whitehurst, Chair

**ATTEST:** Brandon J. Patty  
Clerk of the Circuit Court & Comptroller

By: Crystal Smith  
Deputy Clerk

**1ST AMENDMENT TO THE INTERLOCAL AGREEMENT BY AND BETWEEN  
ST. JOHNS COUNTY AND CITY OF ST. AUGUSTINE BEACH  
PROVIDING FOR LAW ENFORCEMENT ON LOCAL BEACHES DATED MAY 26, 2021**

**THIS 1ST AMENDMENT TO THE INTERLOCAL AGREEMENT BY AND BETWEEN ST. JOHNS COUNTY AND CITY OF ST. AUGUSTINE BEACH PROVIDING FOR LAW ENFORCEMENT ON LOCAL BEACHES ("1st Amendment")** originally executed May 26, 2021 by and between **St. Johns County, Florida**, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084 and **City of St Augustine Beach**, whose address is 2200 A1A South, St Augustine Beach 32080.

**Recitals**

**WHEREAS**, on or about May 21, 2021, the Board of County Commissioners of St. Johns County Florida, approved the terms of the Interlocal Agreement by and between St. Johns County and the City of St Augustine Beach Providing for Law Enforcement on Local Beaches (hereafter "Interlocal Agreement") on or about May 26, 2021 the City of St. Augustine Beach, Florida approved the Interlocal Agreement; and

**WHEREAS**, the City of St. Augustine Beach has experienced a significant increase in calls for service on the beach due to the increase in pedestrian and vehicle traffic, Beach Patrol units responded to 3,627 calls for service plus 531 calls for service handled by the officer assigned to the High-Intensity position located at the Pier area on weekends, as of June 5<sup>th</sup>, 2023, Beach Patrol units have responded to 1,766 calls for service plus 325 calls for service handled by the officer assigned to the High-Intensity position and are projected to surpass calls for service in FY22; and

**WHEREAS**, the City of St. Augustine Beach has requested assistance funding an additional full-time officer as soon as possible; and

**WHEREAS**, St. Johns County and the City of St. Augustine Beach hereby mutually agree to this 1st Amendment increasing the funding for the remainder of this 2023 fiscal year in an additional amount not to exceed twenty-five thousand 00/100 dollars (\$25,000.00) effective immediately; and

**WHEREAS**, St. Johns County and the City of St. Augustine Beach hereby mutually agree to the 1st Amendment of the Interlocal Agreement increasing the annual funding after the 2023 fiscal year by an additional sixty-one thousand eight hundred and seven 00/100 dollars (\$61,807.00) to a total of two hundred thousand 00/100 dollars (\$200,000.00) beginning in Fiscal Year 2024; and

**WHEREAS**, all other terms and conditions shall remain the same in the attached Interlocal Agreement; and

**WHEREAS**, it is in the best interest of the County to accept this 1st Amendment for the benefits of the citizens of St. Johns County.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties as follows:

1. The above recitals are incorporated by reference into the body of this 1st Amendment.
2. "Section 2, Duties, Paragraph A" of the Interlocal Agreement is amended as follows:

**Section 2. Duties**

**A. The County.** For the duration of this Agreement, in exchange for the City's performance of the Duties described herein, the County shall reimburse the City the actual costs incurred in completing the work in an amount not-to-exceed one hundred thirteen thousand one hundred ninety-three 00/100 dollars (\$113,193) annually. This amount not to exceed shall be increase by twenty-five thousand 00/100 dollars (\$25,000.00) for the fiscal year 2023 to one hundred thirty-eight thousand one hundred and ninety-three 00/100 dollars (\$138,193.00). Starting fiscal year 2024 the amount not to exceed shall be two hundred thousand 00/100 dollars (\$200,000.00) annually.

- 3. All other provisions of the original Interlocal Agreement shall remain applicable and enforceable.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Amendment effective immediately.

**ST. JOHNS COUNTY, FLORIDA  
BEACH**

**CITY OF ST. AUGUSTINE**

By: \_\_\_\_\_  
County Administrator

By: \_\_\_\_\_  
Max Royale, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:** Brandon J. Patty  
Clerk of the Circuit Court & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

**Legally Sufficient**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

**INTERLOCAL AGREEMENT  
BY AND BETWEEN  
ST. JOHNS COUNTY  
AND  
CITY OF ST. AUGUSTINE BEACH  
PROVIDING FOR  
LAW ENFORCEMENT ON LOCAL BEACHES**

**THIS INTERLOCAL AGREEMENT** (Agreement) is made and entered into on this 17 day of May, 2021, by and between ST. JOHNS COUNTY (the "County"), a political subdivision of the State of Florida, with administrative offices located at 500 San Sebastian View, St. Augustine, Florida 32084 (the "County"), and the CITY OF ST. AUGUSTINE BEACH (the "City"), a municipal corporation organized and existing under the laws of the State of Florida, with administrative offices located at 2200 A1A South, St. Augustine Beach 32080.

**WHEREAS**, the County is authorized to enforce local ordinances, rules and regulations as well as applicable state laws on the beaches situated within the unincorporated portions of the County and within its jurisdictional boundaries; and

**WHEREAS**, the City is authorized to enforce local ordinances, rules and regulations as well as applicable state laws on the beaches situated within its corporate and jurisdictional boundaries; and

**WHEREAS**, the County and the City mutually seek to make the most efficient use of their respective powers by cooperating to provide law enforcement and other services as specifically described herein on local beaches situated within the City's jurisdictional boundaries in efforts to best serve the public safety needs of citizens and visitors.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

**Section 1. Authority**

This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, *et seq.*, Florida Statutes (hereinafter referred to as the "Act"), and pursuant to powers granted by law to the County and to the City.

**Section 2. Duties**

**A. The County.** For the duration of this Agreement, in exchange for the City's performance of the Duties described herein, the County shall reimburse the City the actual costs incurred in completing the work in an amount not-to-exceed one hundred thirteen thousand one hundred ninety three 00/100 dollars (\$113,193) annually.

1. Such payment shall be made by the County to the City in a single, lump sum payment at the end of each County Fiscal Year (September 30), unless the parties mutually agree otherwise in writing.
2. In the event of a declared emergency or other unforeseen circumstance that causes the need for increased services or additional resources provided by the

City in order to perform the Duties described herein, the parties shall amend this Agreement in accordance with the provisions of Section 4, to detail their respective duties and obligations regarding such need for increased services and/or additional resources.

3. The County's performance of this Agreement shall be subject to an annual appropriation of funding by the St. Johns County Board of County Commissioners (Board). Failure by the Board to allocate such funding in any given County Fiscal Year shall not constitute a breach of this Agreement. In the event that the Board fails to appropriate such funding in any County Fiscal Year during the effective term of this Agreement, then the County shall promptly provide written notice to the City.

**B. The City.** For the duration of this Agreement, in exchange for the County's payment of funds as described herein, the City shall:

1. from March 1<sup>st</sup> through September 30<sup>th</sup>, provide adequate Police Department (SABPD) personnel and resources necessary to enforce applicable local, state and federal policies, rules, regulations, directives, ordinances and laws governing beaches situated within the City's municipal boundaries (Beaches), including but not limited to the County's Beach Code, Habitat Conservation Plan (HCP) and Incidental Take Permit No. TE091980-0 (ITP), as amended respectively;
2. coordinate with the County's Beach Services Division staff to provide logistical and administrative support for law enforcement activities on or at the Beaches and at all Beach facilities;
3. coordinate with the County's Beach Services Division staff to identify and provide any additional law enforcement resources needed during special events, emergencies and weather events on or at the Beaches;
4. provide to the County a daily accounting of all violations of the beach driving rules and regulations on or at the Beaches; and
5. by no later than September 30<sup>th</sup>, provide to the County an annual report of efforts taken to enforce the County's HCP and ITP on or at the Beaches.

### **Section 3. Duration, Extension and Termination**

This Agreement shall be effective beginning on May 18, 2021 (Effective Date), and shall continue through and until September 30, 2026 (Expiration Date), unless extended or earlier terminated by the parties.

- A. The duration of this Agreement may be extended upon mutual, written consent by the County and the City. Such consent shall be in the form of an amendment to this Agreement, and shall be executed by duly authorized representatives of each respective party.
  - B. This Agreement may be terminated by either the County or the City upon no less than 30 days prior notice to the other party. Such notice shall be in writing and shall include the effective date of termination.
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**Section 4. Understanding of the Parties**

This Agreement contains the entire understanding between the County and the City regarding performance of their respective duties and obligations described herein.

**Section 5. Amendment**

This Agreement shall not be amended, revised or otherwise modified in any manner, except by written instrument, properly executed by duly authorized representatives of each respective party.

**Section 6. Headings**

The headings of any sections or paragraphs of this Agreement are for convenience or reference only and are not intended to affect the meaning of this Agreement.

**Section 7. Execution in Counterparts**

This Agreement may be executed in one or more counterparts all of which when taken together shall be considered one and the same agreement.

**Section 8. Authority to Execute**

Each party covenants to the other party that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the undersigned.

**Section 9. Filing**

A certified copy of this Agreement, and any amendments hereto, shall be filed with the St. Johns County Clerk of Court and with the Clerk for the City of St. Augustine, Florida.

**IN WITNESS WHEREOF**, the County and the City have caused these this Agreement to be executed by their duly authorized officials on the dates set forth below.

**ST. JOHNS COUNTY, FLORIDA**

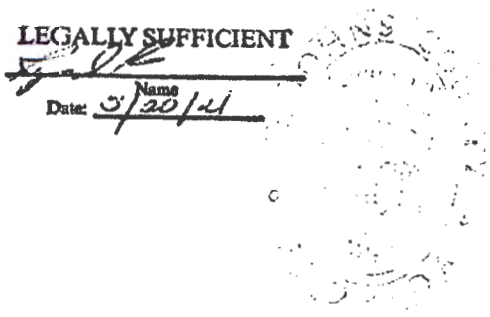
**CITY OF ST. AUGUSTINE BEACH**

By: [Signature]  
Hunter S. Conrad, County Administrator

By: [Signature]  
Max Royle, City Manager

Date: 5/21/21

Date: 5/26/21



## Beach Patrol

<u>Weekly Assignment</u>	<u># Pay Periods</u>		<u>Total</u>	<u>Hourly</u>						
	<u>Regular</u>	<u>Mar-Sept</u>	<u>Hours</u>	<u>Rate</u>	<u>Wages</u>	<u>FICA</u>	<u>W/C</u>	<u>FRS</u>	<u>Total</u>	
Kelly	84	14	1176	\$27.98	\$32,905.42	\$2,517.26	\$3,514.30	\$8,045.38	\$46,982.36	
Green	84	14	1176	\$20.48	\$24,085.54	\$1,842.54	\$2,572.34	\$5,888.91	\$34,389.33	
<b>Total Weekly Beach Patrol</b>									<b>\$81,371.69</b>	

<u>Holiday Coverage</u>	<u>Overtime</u>	<u>Total</u>	<u>Hourly</u>						
		<u>Hours</u>	<u>Rate</u>	<u>Wages</u>	<u>FICA</u>	<u>W/C</u>	<u>FRS</u>	<u>Total</u>	
May (3 @ 8 hours)	32	32	\$35.59	\$1,138.74	\$87.11	\$121.62	\$278.42	\$1,625.89	
July (4 @ 8 hours)	40	40	\$35.59	\$1,423.42	\$108.89	\$152.02	\$348.03	\$2,032.36	
Sept (4 @ 8 hours)	40	40	\$35.59	\$1,423.42	\$108.89	\$152.02	\$348.03	\$2,032.36	
<b>Total Holiday Coverage</b>									<b>\$5,690.61</b>

<u>High Intensity</u>	<u>Overtime</u>	<u># Weeks</u>	<u>Total</u>	<u>Hourly</u>						
			<u>Hours</u>	<u>Rate</u>	<u>Wages</u>	<u>FICA</u>	<u>W/C</u>	<u>FRS</u>	<u>Total</u>	
March - Sat/Sun	16	3	48	\$35.59	\$1,708.10	\$130.67	\$182.43	\$417.63	\$2,438.83	
April - Sat/Sun	16	4	64	\$35.59	\$2,277.47	\$174.23	\$243.23	\$556.84	\$3,251.77	
May - Sat/Sun	16	5	80	\$35.59	\$2,846.84	\$217.78	\$304.04	\$696.05	\$4,064.72	
June - Sat/Sun	16	4	64	\$35.59	\$2,277.47	\$174.23	\$243.23	\$556.84	\$3,251.77	
July - Sat/Sun	16	5	80	\$35.59	\$2,846.84	\$217.78	\$304.04	\$696.05	\$4,064.72	
August - Sat/Sun	16	4	64	\$35.59	\$2,277.47	\$174.23	\$243.23	\$556.84	\$3,251.77	
September - Sat/Sun	16	1	16	\$35.59	\$569.37	\$43.56	\$60.81	\$139.21	\$812.94	
<b>Total High Intensity</b>									<b>\$21,136.53</b>	

**Total Labor Beach Patrol/High Intensity** \$108,198.83

<u>Mileage</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>Estimate</u>	<u>Price Per</u>	
				<u>2021</u>	<u>Mile</u>	
March	783	808.8	597	729.60	\$0.58	\$419.52
April	1259	672.8	665.1	1,298.45	\$0.58	\$746.61
May	1662	682.8	570.8	1,457.80	\$0.58	\$838.24
June	1532	681	628	1,420.50	\$0.58	\$816.79
July	1602	897	765	1,632.00	\$0.58	\$938.40
August	1733	854	710	1,648.50	\$0.58	\$947.89
September	403	309	284	498.00	\$0.58	\$286.35
<b>Total Mileage</b>						<b>\$4,993.79</b>

**ESTIMATED BILLING FOR BEACH PATROL/HIGH INTENSITY FY 21** \$113,192.62





# St. Augustine Beach Police Department

*Daniel Carswell, Chief of Police*



## Memorandum

**TO:** St. Johns County Budget Team  
**FROM:** Lieutenant Frankie Hammonds  
**REF:** Additional Funding Request  
**DATE:** June 7<sup>th</sup>, 2023

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The St. Augustine Beach Police Department is requesting an increase in funding for an additional full time beach patrol officer for the 2024 fiscal year. The last several years have seen a significant increase in both pedestrian and vehicular traffic on St. Augustine Beach. The following are statistics from the beach toll booths located in the City of St. Augustine Beach for 2022 and 2023 as of the current date:

### 2022

**A Street:** Passes 16,737 – Revenue \$286,610

**Ocean Trace Rd:** Passes 11,362 - Revenue \$181,125

### 2023 (As of June 5<sup>th</sup>)

**A Street:** Passes 8,603 – Revenue \$204,545

**Ocean Trace Rd:** Passes 4,647 – Revenue \$113,430

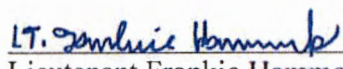
With the increase in pedestrian and vehicle traffic, the agency has also seen a significant increase in calls for service on the beach. The area patrolled by the St. Augustine Beach Police Department is arguably the busiest stretch of beach in St. Johns County. In 2022, beach patrol units responded to 3,627 calls for service with an additional 531 calls for service handled by the officer assigned to the High Intensity position located at the Pier Area on weekends. In 2023, beach patrol units have responded to 1,766 calls for service with an additional 325 calls for service handled by the officer assigned to the High Intensity position, which is projected to surpass calls for service during 2022.

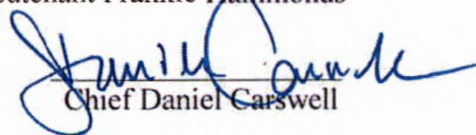
Additionally, beach patrol officers responded to 30 swimmers in distress/drowning calls, in which officers assist marine rescue and often enter the water to assist with rescues.

The increase in pedestrian/vehicular traffic and beach patrol call volume, makes it necessary for our agency to ask for an additional full time beach patrol officer for the St. Augustine Beach Police Department. An additional officer will offset the fatigue our current officers are experiencing by having to cover overtime shifts on the beach. An additional officer will also allow for more full-time coverage of the beach during the weekdays, which is seeing an increase in pedestrian traffic.

The St. Augustine Beach Police Department is currently receiving \$113,192.62 in funding for beach patrol and high intensity. We are asking for an increase to \$200,000, which will allow our agency to staff an additional full-time beach patrol officer.

Thank you for your consideration in this matter. If you have any questions, please do not hesitate to reach out.

  
Lieutenant Frankie Hammonds

  
Chief Daniel Carswell