

April 7, 2022

VIA EMAIL AND REGULAR MAIL

Michael J. Staffopoulos
City Manager
City of Jacksonville Beach
11 North Third Street
Jacksonville Beach, FL 3250

Dear Mike:

I have reviewed your April 5, 2022, letter and wanted to promptly respond to certain issues that you raise that I believe merit further discussion and consideration. The Volunteer Life Saving Corps remains committed to working together with the City of Jacksonville Beach (“COJB”) as it has for over 90 years.

With respect to your assertion that the “VLSC made at least three requests to use the Station on Sunday April 3, 2022, for graduation and orientation of new VLSC recruits” I want to clear up for you any confusion. I personally talked to Rob Emahiser and Jason Phitides about the graduation and orientation of new recruits. However, my conversations were not seeking permission but rather to coordinate use of the station. Such coordination has taken place every year for the approximately 90 years the city has had paid lifeguards use the Station alongside the VLSC.

In addition, The VLSC’s Agreement with the Northeast Florida Chapter of the American Red Cross contains the following language:

“RED CROSS agrees:

- a. To avail the STATION to the VLSC’s Volunteer Life Saving Corps (the “CORPS”) for use of the entire STATION and its contiguous property to carry out their training, duties and responsibilities.”

Further, our 2016 agreement with the City contains the following language:

“Whereas, both the VLSC volunteers and CITY employees conduct their activities from the American Red Cross Life Saving Corps Station (the “STATION”);”

Neither agreement contemplates that one party or the other controls access to the station but rather that we are all able to use it for our respective needs. The paid guards and the VLSC have handled STATION access for 90 years with little or no interference from the City Manager.

You further claim that approximately 50 VLSC members “descended on the Station and purposely engaged in behavior intended to disrupt and interfere with the work of City staff” and “VLSC members were also observed using City equipment to train VLSC volunteers on the boardwalk,

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without prior authorization to use such equipment.” I was there as I have been for many graduations in the last 50 years. We did not “descend” but simply rode bikes or walked to celebrate the entrance into the VLSC of our Winter Class candidates. Their families were also there. We did not “disrupt and interfere” but simply celebrated the new VLSC members as we have done for over 100 years. Never have those activities interfered with lifeguard services.

You further claim that the VLSC actions were disruptive and unprofessional and caused the City staff to feel uncomfortable, intimidated and harassed. The current COJB staff has been involved in graduation ceremonies for many years without incident. Sunday’s activities were no different.

We reject your claim that we created a hostile work environment. It was a normal graduation ceremony. In addition to graduation ceremonies, each year we hold ocean marathon swims, memorial services for fallen members and lifeguard competitions. Those activities usually attract a larger crowd than were present on Sunday and have never impacted lifeguard services.

Mike, I was truly disappointed and disheartened to receive your letter. Nevertheless, I remain committed as does the VLSC to work with the COJB. I have two asks of you:

- 1) Please provide access codes to the station immediately or we will need to exercise our legal rights to access the station.
- 2) You reference the “nine-month notice” to the VLSC which in your mind constitutes termination of our 2016 agreement. It is our position that under the terms of Section 3 c of the agreement, the term is ten years from the date of execution (November 30, 2016). Thereafter, the agreement continues in effect on a year-to-year basis unless terminated by any party upon nine months written notice. Therefore, it is our position that the notice provided by the COJB is premature and may only be given after the ten-year term has expired. I would ask that you please let me know by noon on Monday, April 11, 2022, if the COJB has reconsidered its position as to the interpretation of this provision. We believe that it is clear and unambiguous. If we have not heard from you by noon on Monday, we will assume that your position remains unchanged. Know that we intend to seek declaratory relief through the courts as to the interpretation of this contractual provision.

Please feel free to reach out via phone, text or e-mail if there is anything that you would like to discuss.

Sincerely,

Tim Saggau

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