

**Memorandum of Understanding  
By and Between  
Nassau County and the City of Fernandina Beach**

This Memorandum of Understanding (MOU) is entered into this 6th day of November, 2007, between the Nassau County Board of Commissioners (hereinafter referred to as County) and the City of Fernandina Beach, Florida, hereinafter referred to as City.

WHEREAS, it became apparent to both the City and the County that a better Communications System was required for the area, to better serve the citizens; and

WHEREAS, the County undertook a competitive process to select a provider for an 800 MHZ system, based on specifications provided by the County; and

WHEREAS, the County selected the Simulcast Motorola Astro25 800 MHZ, Project 25 trunking system, as set out herein; and

WHEREAS, the City has agreed to coordinate its needs with that of the county, and has authorized expenditure of funds for the items as set forth in section 4 (A) below; and

WHEREAS, the County and the City agree to work together for the future operation and coordination of the system, as set forth in this Memorandum of Understanding.

Now therefore, based on the above, this document sets forth the rights and responsibilities of the County and the City for participation in the Nassau County Public Safety Communication System. The County and City agree as follows:

**1. Term:**

This MOU shall continue in effect for a minimum initial term of five (5) years. The Nassau County Board of County Commissioners and the City Commission of the City of Fernandina Beach shall each approve this MOU, and the MOU shall become effective based on the date of approval by the governing bodies, whichever occurs later. The parties may agree to annual renewal after the expiration of the initial five (5) year term. Such annual renewal shall be agreed to by the parties in writing and executed with the same formalities as this MOU.

**2. Nature of Project:**

The Nassau County Board of Commissioners will finance and implement a Public Safety Communications System to enhance the safety of the general public, city and county residents and First Responders. The System shall consist of an APCO Project 25 digital standard (P25) system, as set forth in the Motorola response to the request for proposals, attached hereto as Exhibit A, and consisting of five (5) sites with five (5) channels at each site. The site addresses are 371105 Oxford St, Hilliard, 46351 Landfill Rd, Callahan, 11701 Old North Trail, Bryceville, 462684 SR 200 Yulee, and 1559 14<sup>th</sup> St., Fernandina Beach, or such other sites as agreed to by the parties to accomplish the coverage set forth in the coverage map is set forth as Exhibit B.

**3. Contact Personnel:**

- A. The County assigns Terry Forehand to be the Communications System Manager, and to be the primary contact between the County and the City.
- B. The City assigns the Chief of Police or his designee to be the primary contact between the City and the County.
- C. Both the City and the County can change the names of the primary contact by giving the other party notice in writing.

**4. Obligation of the Nassau County Board of Commissioners:**

- A. Purchase the overall System and all infrastructure and provide fiscal and operational oversight for the Nassau County Public Safety Communication System; and
- B. Oversee the establishment and implementation of the System; and
- C. Maintain and manage the System; and
- D. Communications System Manager will make changes as requested by the City to subscriber units such as reprogramming alias' due to personnel changes or adding/deleting subscribers; and
- E. Communications System Manager will notify the City of any changes to the system as a result of scheduled maintenance or system trouble, or any upgrades which may be required; and
- F. Maintain all required FCC licenses for the 800 mhz System, which are renewed every 10 years.

**5. Obligation of the City of Fernandina Beach, Florida:**

- A. Provide subscriber units and other equipment as described below:
  - (1) Mobile and/or portable radios.
  - (2) Console(s)
  - (3) Desktop control station equipment
  - (4) Acquire and maintain connectivity between consoles, Central Electronics Bank and the system backbone, if needed; and
  
- B. After expiration of warranty period, maintain subscriber units (radios), dispatch consoles, CEB and associated equipment once warranty has expired; and
  
- C. Other than provided herein, the City has no responsibility for costs of the System or its infrastructure, maintenance or warranty.
  
- D. Notify Nassau County's Communication System Manager of any changes to subscriber units to include lost or stolen equipment and new subscribers to be added to the system; and
  
- E. Coordinate with the County Communication System Manager regarding routine maintenance of the System.

**6. Insurance and Indemnification:**

- A. The County and the City agree to maintain insurance for its own interests and expenses relating to this MOU.
  
- B. Both the County and the City agree to indemnify and hold harmless the other party, and its officers, elected and appointed officials, employees, agents, directors and representatives from and against any and all claims, losses, penalties, forfeitures, damages, judgments, causes of action, suits, liabilities, costs and expenses, including but not limited to court costs, costs of settlement, litigation costs and reasonable attorney fees arising out of or related to the breach of any of the terms and conditions of this MOU, and/or any negligent or willful act or omission to act by such party in the performance of its obligations under this MOU. The obligations set forth herein are in addition to and in no way limited by the other party's duty to provide insurance. Both parties understand that this indemnification is governed by and subject to the provisions and limitations of Section 768.28, Florida Statutes.

**7. General Provisions:**

- A. Notices. All notices or other formal communications required under this MOU shall be provided in writing and shall be addressed as follows:

Nassau County  
96160 Nassau Place  
Yulee, FL 32097  
ATTN: County Coordinator

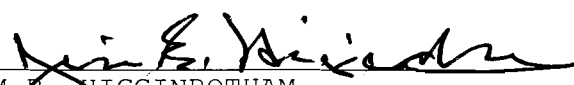
City of Fernandina Beach  
204 Ash St.  
Fernandina Beach, FL 32034  
ATTN: City Manager

- B. Termination Provision. This MOU shall not be terminated except with the express written consent of the parties. Any notice to terminate shall be given in writing at least one (1) year in advance, and both parties shall negotiate alternate arrangements prior to any termination becoming final.
- C. Entire Agreement. This MOU embodies the entire agreement and understanding between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. There are no representations, warranties or covenants by the parties hereto relating to such subject matter other than those expressly set forth in this MOU and any writings expressly required hereby.
- D. Amendments. Amendments to the MOU shall not be effective unless in writing, and approved by both the Nassau County Board of County Commissioners and the City Commission of the City of Fernandina Beach.
- E. Approval and Effective Date. This MOU has been reviewed and approved by the Nassau County Board of County Commissioners on 10-10-07 and by the City Commission of the City of Fernandina Beach on 11-06-07, and as provided in section 1 herein, shall be effective as of 11-06-07.

The parties hereto have caused this Memorandum of Understanding to be executed on their behalf by their duly authorized officers.

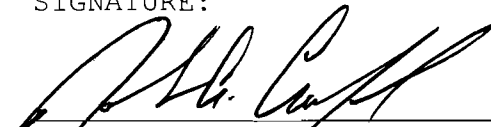
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BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA



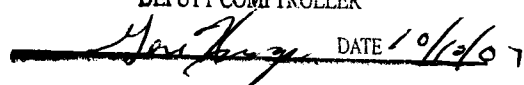
JIM B. NIGGINBOTHAM  
Its: Chairman

ATTEST TO CHAIRMAN'S  
SIGNATURE:

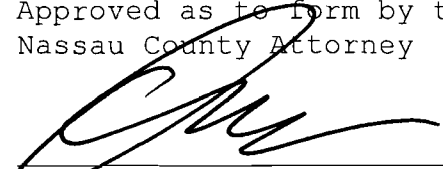


JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

REVIEWED BY GENE KNAGA  
DEPUTY COMPTROLLER

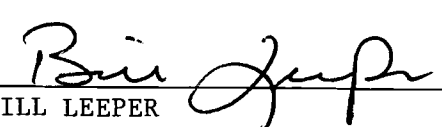
 DATE 10/2/07

Approved as to form by the  
Nassau County Attorney



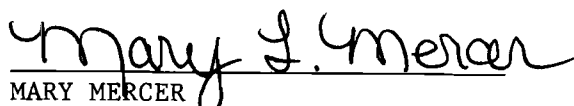
DAVID A. HALLMAN

CITY OF FERNANDINA BEACH



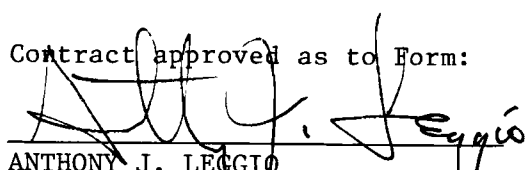
BILL LEEPER  
ITS: MAYOR

ATTEST:



MARY MERCER  
CITY CLERK

Contract approved as to Form:



ANTHONY J. LEGGIO  
INTERIM CITY ATTORNEY