

Contract Number CM2129

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE, FLORIDA,
AND
NASSAU COUNTY, FLORIDA
FOR
FLORIDA TASK FORCE 5**

THIS MEMORANDUM OF AGREEMENT (hereinafter "Agreement") is made and entered into this 2 day of Jan, ²⁰¹⁵ ~~2014~~, by and between the CITY OF JACKSONVILLE, acting through its Jacksonville Fire and Rescue Department (hereinafter "JFRD"), and NASSAU COUNTY, FLORIDA, acting through its Fire and Rescue Department (hereinafter "Nassau County")(hereinafter collectively the "Parties" or individually the "Party"), for training and participation in Florida Task Force 5 (hereinafter "FLTF 5").

WHEREAS, FLTF 5 has been established as part of the Statewide Emergency Response Plan (SERP) to provide the services of an urban search and rescue team to citizens of northeast Florida residing in Clay, Duval, Nassau, and St. Johns counties (hereinafter the "Response Area"); and

WHEREAS, JFRD entered into a Memorandum of Agreement with Clay County and St. Johns County under which said counties are members with Duval County of FLTF 5 in the Response Area; and

WHEREAS, Nassau County desires to be admitted as a member county into FLTF 5 so that members of its Fire and Rescue Department may receive annual refresher training from JFRD and participate in urban search and rescue team activities through membership in FLTF 5; and

WHEREAS, JFRD desires to admit Nassau County into membership in FLTF 5 and provide annual urban search and rescue refresher training to it; and

WHEREAS, the Parties anticipate that coordinated and cooperative participation in FLTF 5 will allow the Parties to provide greater protection to citizens living and working in the Response Area;

NOW THEREFORE, in consideration of the foregoing, the Parties do hereby covenant and agree as follows:

1. **Statement of Purpose.** The purpose of this Agreement is to include Nassau County as a member of the regional search and rescue response team which provides greater protection to citizens in the Response Area by unifying and coordinating the efforts of search and rescue responders in the Response Area.

2. **Responsibilities of JFRD.** JFRD shall be responsible for coordinating and staging FLTF 5 events and for providing urban search and rescue refresher training on an as needed basis to search and rescue responders from Nassau County through State Homeland Security Grant Program (SHSGP) funding for all FLTF 5 members at JFRD's expense as SHSGP funds are available.

3. **Responsibilities of Nassau County.** While Nassau County will have full membership in FLTF 5, it will be responsible for providing initial training to its search and rescue responders at its own expense, and such responders from Nassau County shall remain at all times and for all purposes the employees of Nassau County. For each of its employees participating in FLTF 5, Nassau County shall remain responsible for wages, workers' compensation insurance coverage, and any expenses incurred as a result of an injury suffered during FLTF 5 training.

4. **Mutual Cooperation.** Recognizing that the purpose of this Agreement is to unify and coordinate the efforts of a regional search and rescue response team for the Response Area, the Parties agree that mutual cooperation is a necessity in planning and conducting FLTF 5 events and activities. Each Party shall designate a FLTF 5 Coordinator for purposes of discussing and resolving coordination matters. In addition, the Parties agree to commit staff, equipment, and facilities assigned to FLTF 5 events and activities. The Parties also shall explore cooperative operations and efficiencies to promote the effective implementation of FLTF 5.

5. **Term of Agreement.** The term of this Agreement shall commence on the date first written above and shall continue and remain in full force and effect as to all its terms, conditions, and provisions set forth herein for one year. Thereafter, this Agreement shall automatically renew for successive one-year periods until such time as either Party notifies the other Party in writing that it no longer wishes to continue the Agreement.

6. **Indemnification/Insurance.** Each Party shall be responsible for the acts of its own agency and all officials, employees, agents, or representatives thereof. Nothing herein is intended to waive or alter any Party's sovereign immunity as provided by law. Each Party (the "Indemnifying Party") shall hold harmless and indemnify the other Party (the "Indemnified

Party"), its directors, officers, employees, representatives, and agents against any damages, liabilities, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligent acts and/or omissions of the Indemnifying Party in the performance of the Agreement or the work or services performed hereunder; provided however, that the Indemnifying Party's agreement to indemnify and hold harmless the Indemnified Party shall be subject to the provisions and limitations of Chapter 768, Florida Statutes; provided further, with respect to the Indemnifying Party, this Indemnification shall not be construed as a further waiver of the limited legislative waiver of sovereign immunity in Section 768.28, Florida Statutes, as authorized by Article 10, Section 13, Constitution of the State of Florida (1968 Revision). It is clearly understood that nothing under the terms of this Agreement shall render any party to this Agreement liable for property damages or personal injury resulting from any activities of the other Party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum of Agreement, in duplicate, the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By: James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary

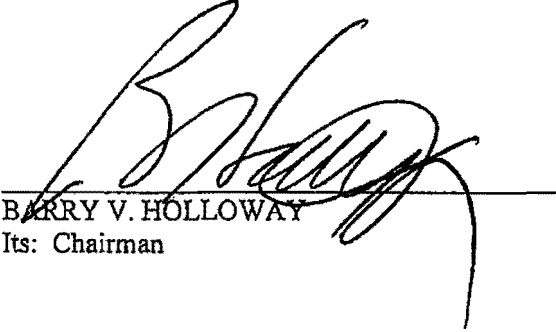


By: Alvin Brown
Alvin Brown, Mayor

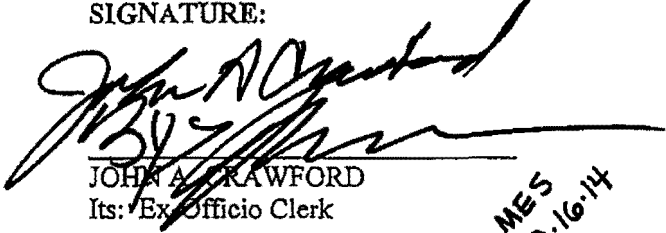
By: Martin L. Senterfitt
Martin L. Senterfitt, Director/Fire Chief

Karen Bowling
Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2013-04

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA


BARRY V. HOLLOWAY
Its: Chairman

ATTEST AS TO CHAIRMAN'S
SIGNATURE:


JOHN A. CRAWFORD
Its: Ex Officio Clerk

MES
10-16-14

APPROVED AS TO FORM ~~XXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~


Mollie M. Garrett, Esq.