

**FIRST AMENDMENT TO  
EMERGENCY MANAGEMENT INTERLOCAL AGREEMENT**

The Emergency Management Interlocal Agreement previously executed on February 24, 2014 (“Agreement”) is hereby amended by execution of this First Amendment to Emergency Management Interlocal Agreement (“First Amendment”), and becomes effective on the 28<sup>th</sup> day of January, 2019 (hereafter “Effective Date”). This First Amendment is made and entered into, by and between **NASSAU COUNTY**, a political subdivision of the State of Florida, located at 96135 Nassau Place, Suite 1, Yulee, Florida, (hereinafter “County”) and the **SHERIFF OF NASSAU COUNTY, FLORIDA**, a constitutional officer of the State of Florida, located at 77151 Citizens Circle, Yulee, Florida 32097, (hereinafter “Sheriff”).

**WHEREAS**, Chapter 252.38, Florida Statutes proclaims that the County, as a political subdivision of the State of Florida, has an innate responsibility to safeguard the life and property of its citizens;

**WHEREAS**, the County continues to desire to assign oversight for Emergency Management operations within Nassau County to the Sheriff; and

**WHEREAS**, the Sheriff agrees to accept continued oversight of the Emergency Management operations of Nassau County; and

**WHEREAS**, the County and Sheriff seek to amend the Emergency Management Interlocal Agreement as previously executed on February 24, 2014 by execution of this First Amendment and as further detailed herein;

**NOW THEREFORE**, in consideration of the mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by County and Sheriff as having been given and received in full, the County and Sheriff intend to be legally bound and hereby agree as follows:

- A. Paragraph 1. Scope of Oversight and Responsibility of Sheriff** of the original Agreement is replaced and superseded in its entirety as follows:

**Paragraph 1. Responsibility of Sheriff, Day to Day Operations of Emergency Operations Center, and Nassau County Emergency Management Plan.**

- a. On behalf of the County, the Sheriff will be responsible for the day to day emergency management functions, operations, and programs as defined or required in Chapter 252, Florida Statutes, pursuant to any other emergency management law, or regulation or the mandates, recommendations or best practices established by FEMA, including but not limited to, planning, training, preparedness exercises and operations, and emergency response, mitigation and recovery, with a full delegation of authority by the County to Sheriff to manage these functions during normal day to day operation of the Nassau County Emergency Operation Center (“EOC”).

- b. The Director of Emergency Management, on behalf of the County and Sheriff, shall be responsible for the coordination, development, and maintenance of the Nassau County Comprehensive Emergency Management Plan ("CEMP"). The Nassau County CEMP will be submitted for approval by the Director of Emergency Management to the County, from time to time, as revisions become required by best practice, regulation, or law. The County shall assign a liaison from the County to provide input and assistance to the Director of Emergency Management during the drafting phase of any CEMP revision. The County shall approve the CEMP, unless further revisions are requested by the County, at which time the CEMP shall be returned to the Director of Emergency Management for further consideration and revision, and then resubmitted to the County for approval.
- c. During the term of the Agreement and this First Amendment, all contracts, agreements, memoranda of understanding, and mutual aid agreements previously procured and/or funded by the County concerning or pertaining to Emergency Management equipment, training, services, assets operations, response, training, exercises and programs, will be continued and shall inure to the benefit of the Sheriff; the County will renew same on behalf of the Sheriff unless Sheriff requests the County to consider an alternative to renewal. Any and all additional agreements becoming necessary during Sheriff's oversight of Nassau County Emergency Management will be reviewed, negotiated, and approved by the Sheriff pursuant to the purchasing policies of the Nassau County Sheriff's Office and pursuant to the Sheriff's authority as a State of Florida constitutional officer.

**B. Paragraph 3. Responsibility of County** of the original Agreement is replaced and superseded in its entirety as follows:

**Paragraph 3. Responsibilities of County During EOC Activation; Identifying, Training, and Requiring Emergency Recall of Key EOC Personnel; EOC Support by County.**

- a. The County acknowledges, understands, and agrees that the operation of the Emergency Operations Center (hereafter "EOC") to any activation level of operation higher than day to day, non-emergency, "blue skies" operation, including any pre-declaration of emergency increased operations, would exceed the personnel and resource capabilities of the Sheriff. The County agrees to staff and support the operational capabilities of the EOC through the identification, designation, training and mandatory recall for emergency duty certain, mutually agreed upon, critical, key personnel to fulfill roles within the EOC, based on the principles of the Incident Command System ("ICS") and the National Incident Management System ("NIMS") as outlined by FEMA. The expectation of critical EOC personnel is they shall report to the EOC to manage any pre-declaration of emergency operations and shall be posted at

the EOC for up to 72 hours post emergency. Generally, the operational cycle of work at the EOC requires a day and night shift; therefore, staffing the EOC usually necessitates daytime and nighttime teams of critical EOC personnel.

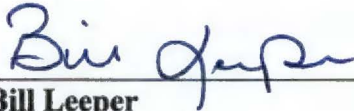
- b. The County agrees, within 90 days from the execution of this First Amendment, to coordinate with the Emergency Management Director to establish an executable, pre-position contract for qualified, critical EOC Command Staff (ICS Officers) and General Staff (ICS Chief down to Unit Leader level) personnel, or to identify and designate County employees who have the knowledge, skills, and abilities to make sound decisions on behalf of Nassau County during an emergency to be trained to fulfill the role of ICS Command and General Staff positions. Should the County elect to identify and designate County employees for these critical EOC, Command and General Staff positions, the County shall commence training these critical Command and General Staff ICS personnel within 90 days and require successful completion of all required FEMA and State of Florida recognized, position-specific classes and courses as soon as practicable, pursuant to National Incident Management System (NIMS) and ICS standards for EOC operations.
  
- c. In addition to the critical EOC, Command and General Staff (ICS Chief down to Unit Leader level) personnel identified above, the County agrees to support the Sheriff's operation of the EOC by mandatory recall of employees, when requested by the Emergency Management Director, to staff the following ICS positions during EOC activations on a 24 hour basis in 2 shifts (i.e. two individuals per position to staff a 12 hours-on, 12 hours-off, rotation schedule).
  - i. Emergency Services Branch Director (NCSO/Fire-Rescue)
    1. Firefighting Group Supervisor (Fire-Rescue)
    2. Search and Rescue Group Supervisor (Fire-Rescue)
    3. Haz Mat Group Supervisor (Fire-Rescue)
  
  - ii. Human Services Branch Director (Human Resources) [*During Response Phase*]
    1. Mass Care Group Supervisor (Human Resources) [*During Response Phase*]
    2. Bulk Distribution Group Supervisor (Public Library and Parks/Recreation)
    3. Small Animal Group Supervisor (Animal Services)
    4. Large Animal Group Supervisor (Extension Services)
  
  - iii. Infrastructure Branch Director (Public Works) [*During Response Phase*]
    1. Public Works Group Supervisor (Public Works) [*During Response Phase*]

2. Utilities Group Supervisor (County Manager Office)  
*[Coordinates re-establishment of (NAU), public and privates utilities]*
- iv. Recovery Branch Director (Code Enforcement/Zoning)
1. Damage Assessment Group Supervisor (Building Department)  
*[In conjunction with the Property Appraisers Office]*
  2. Transitional/Long Term Housing Group Supervisor (Code Enforcement/Zoning)
  3. Individual Assistance (Stafford Act) Group Supervisor (Human Resources) *[During Recovery Phase]*
  4. Infrastructure Group Supervisor (Pubic Works) *[During Recovery Phase]*
- d. The County shall provide a roster of the individuals identified to fill critical EOC positions (from either Paragraph 3.b or Paragraph 3.c.) to the Sheriff within 90 days from the execution of this First Amendment.
- e. All critical EOC personnel identified and rostered in this Paragraph will be required to train for each respective position specific role, including all FEMA and State of Florida required position specific training, and to become credentialed for that position through the State of Florida and FEMA. Though FEMA position specific training may require a lengthy period of time to accomplish all required class certifications, County personnel rostered as critical EOC personnel (from either Paragraph 3.b. or Paragraph 3.c.) will complete all basic online training, including but not limited to, independent study courses IS-100, IS-200, IS-700, and IS-800 within 90 days of the execution of this First Amendment. All critical EOC personnel shall complete class room courses ICS-300 and ICS-400 within 12 months from the execution of this First Amendment. All position specific training shall be completed as soon as possible based on the offering of position specific courses by the State of Florida from time to time throughout the year. The EOC Training Coordinator will assist with notification of available courses, scheduling, and tracking the training of critical EOC personnel.
- f. All critical EOC ICS personnel identified in this Paragraph shall be authorized to facilitate 24 hour per day staffing in the EOC occurring in 2 shifts (i.e. two individuals per position to staff a 12 hours-on, 12 hours-off, rotation schedule).
- g. The County agrees that all rostered, critical EOC personnel identified, designated and trained pursuant to this Paragraph shall participate, to every extent practicable, in all training and exercises related to the implementation of the State comprehensive Emergency Management Plan, the Nassau County Emergency Management Plan, and any supporting plans and procedures written in accordance with those plans or this Agreement;

- h. The County will continue to fulfill its responsibilities pertaining to emergency support functions, including but not limited to emergency reserve funding and purchases, staffing, response operations, public information support (public information telephone lines and Public Information Officer), and technical support as further outlined herein during activation of the EOC.
  - i. The County will continue to provide day to day janitorial and cleaning, information technology services, and all building maintenance for the EOC. During any activation level of operation higher than day to day, non-emergency, "blue skies" operation, including any pre-declaration of emergency increased operations, the County shall assign an EOC facilities coordinator to ensure these tasks are maintained during an emergency event.
- C. **Paragraph 4. Current EOC Personnel and Positions** of the original Agreement shall be stricken as no longer applicable and moot at the time of the execution of this First Amendment.
- D. **Paragraph 12. County Participation in Preparedness and Response Training** of the original Agreement is replaced and superseded in its entirety as follows:
- Paragraph 12. Planning, Training, Exercise and Debriefing Meetings by County Divisions and Units.** Upon reasonable request from the Director of Emergency Management or his/her designee, the County, including all of its units, subdivisions, and departments, shall require its personnel to be available to participate in emergency management meetings, trainings, exercises, and debriefing meetings as needed to maintain effective preparedness and response and improvement of same after an event, disaster, or emergency. At a minimum, the Director of Emergency Management shall notify the County Manager during June of each year of a training schedule for the subsequent fiscal year. This schedule will always include the Statewide Hurricane Exercise. The County agrees to include critical EOC personnel and other mutually agreeable County personnel from its units, subdivision, and departments as part of these scheduled training and exercise events.
- E. **Reporting to Board of County Commissioners.** In March of each year, the Director of Emergency Management shall submit a report to the Board of County Commissioners succinctly outlining and summarizing the preceding year's progress, experience, activations, as well as the upcoming year's anticipated goals and accomplishments.
- F. **Cost Increase to Promote a Law Enforcement Director to Director of Emergency Management.** The Sheriff, in furtherance of the organizational structure of the Nassau County Sheriff's Office, is desirous of promoting a sworn law enforcement officer to the position of Director of Emergency Management. This sworn law enforcement officer shall meet all the requirements for that position and the job description as mutually agreed upon for the Nassau County Emergency Management

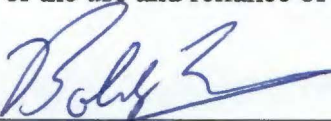
Director through training and mentoring upon assuming the position. In order to accomplish this promotion and appointment, the County agrees to a budget amendment to the EOC 2018-2019 Fiscal Year budget in an amount of \$34,874.17. This budget increase represents the cost of increasing the EOC budget to appoint and pay a sworn law enforcement officer of the rank of Director as the Nassau County Emergency Management Director. The Sheriff will not request this budget amendment until this appointment becomes effective (anticipating the retirement of the current Director of Emergency Management), and the amount will be accordingly prorated based on the appointment date of the incoming Director of Emergency Management. The Sheriff will add this total annual amount in each subsequent fiscal year budget to allow for performance of this paragraph.

**G. Survival of Paragraphs and Terms of Original Agreement:** All remaining paragraphs and terms of The Emergency Management Interlocal Agreement, as fully executed on February 24, 2014, remain in full force and effect and are expressly incorporated by reference into this First Amendment.

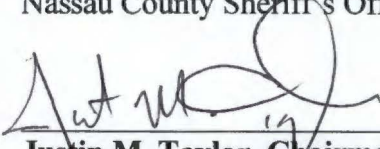


**Bill Leeper**  
Sheriff  
Nassau County, Florida

For the use and reliance of Bill Leeper, Sheriff, only, approval as to form and legal sufficiency:

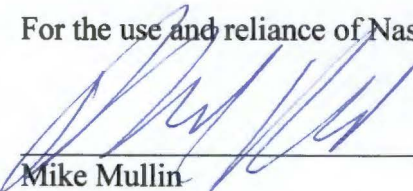


**Bobby Lippelman**  
General Counsel  
Nassau County Sheriff's Office



**Justin M. Taylor, Chairman**  
For the Board of County Commissioners  
Nassau County, Florida

For the use and reliance of Nassau County only, approval as to form and legal sufficiency:



**Mike Mullin**  
County Attorney  
Nassau County, Florida