

CS-21-134

Agreement/Contract CM2129,

Renewal of Interlocal Agreement

This letter confirms the renewal of the Agreement/Contract on the terms set out below.

General information

No.	Topic	Details
1	Department	Name: Fire Rescue
2	Vendor	Name: The City of Jacksonville, acting through its Jacksonville Fire and Rescue Department
3	Agreement/Contract	Agreement/Contract title: Memorandum of Agreement for Florida Task Force 5 Agreement/Contract tracking number: CM2129-AR7 Funding Account(s): N/A Amount: N/A

Agreement/Contract Renewal

On behalf of the Nassau County Board of County Commissioners, the Department gives notice that it wishes to exercise the option to automatically renew the term of the Agreement/Contract for one (1) year, beginning 1/2/22 and ending 1/1/23, in accordance with the terms of the Agreement/Contract.

Yours sincerely

[Signature]

2/8/2022

Department:

Date

Approved by:

[Signature]

2/8/2022

Procurement

Date

[Signature]

2/9/2022

Office of Management & Budget

Date

[Signature]

2/11/2022

County Attorney

Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

[Signature]

2/11/2022

Taco E. Pope, AICP, County Manager

Date

Certificate Of Completion

Envelope Id: EB80523E4CF44DC68C7605B49EBF9A2C

Status: Completed

Subject: Please DocuSign: CM2129 - The City of Jacksonville - Memorandum of Agreement FLTF 5 - N/A

Source Envelope:

Document Pages: 5

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Constance Holmes

AutoNav: Enabled

cholmes@nassaucountyfl.com

EnvelopeId Stamping: Enabled

IP Address: 50.238.237.26

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Constance Holmes

Location: DocuSign

2/8/2022 10:53:13 AM

cholmes@nassaucountyfl.com

Signer Events**Signature****Timestamp**

Brady Rigdon

brigdon@nassaucountyfl.com

Fire Chief

Nassau County Fire-Rescue

Security Level: Email, Account Authentication
(None)

Sent: 2/8/2022 11:06:46 AM

Viewed: 2/8/2022 11:11:16 AM

Signed: 2/8/2022 11:11:28 AM

Signature Adoption: Uploaded Signature Image
Using IP Address: 50.238.237.26**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Lanaee Gilmore

lgilmore@nassaucountyfl.com

Procurement Director

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Sent: 2/8/2022 11:11:29 AM

Viewed: 2/8/2022 4:54:56 PM

Signed: 2/8/2022 4:55:27 PM

Signature Adoption: Pre-selected Style
Using IP Address: 174.109.51.42**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Daniel Fanger

dfanger@nassaucountyfl.com

Asst. OMB Director

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Sent: 2/8/2022 4:55:29 PM

Viewed: 2/9/2022 8:35:18 AM

Signed: 2/9/2022 8:36:13 AM

Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26**Electronic Record and Signature Disclosure:**
Accepted: 1/12/2022 8:21:25 AM
ID: a674f252-535e-4d30-a29b-ba05d6cf52ef

Denise C. May

dmay@nassaucountyfl.com

Assistant County Attorney

Nassau County BOCC

Security Level: Email, Account Authentication
(None)

Sent: 2/11/2022 2:29:20 PM

Viewed: 2/11/2022 2:40:55 PM

Signed: 2/11/2022 2:41:00 PM

Signature Adoption: Pre-selected Style
Using IP Address: 50.238.237.26**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 2/11/2022 2:41:02 PM Viewed: 2/11/2022 5:52:47 PM Signed: 2/11/2022 5:53:01 PM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Michael Mullin mmullin@nassaucountyfl.com County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; text-align: center;">COPIED</div>	<p>Sent: 2/11/2022 2:29:21 PM</p>
<p>Katie Brock kbrock@nassaucountyfl.com Administrative Assistant Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; text-align: center;">COPIED</div>	<p>Sent: 2/11/2022 5:53:05 PM</p>
<p>Heather Nazworth hnazworth@nassauclerk.com Administrative Records Specialist II Nassau County Clerk of the Circuit Court/Comptroller Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; text-align: center;">COPIED</div>	<p>Sent: 2/11/2022 5:53:07 PM</p>
<p>Melissa Lucey mlucey@nassauclerk.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 1px solid black; padding: 5px; text-align: center;">COPIED</div>	<p>Sent: 2/11/2022 5:53:09 PM</p>

Carbon Copy Events	Status	Timestamp
Cassandra Browning cbrowning@nassauclerk.com Nassau County Clerk of the Circuit Court/Comptroller Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/11/2022 5:53:10 PM

Gwen Osbourne gwenosbourne@nassauclerk.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/11/2022 5:53:12 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/8/2022 11:06:46 AM
Certified Delivered	Security Checked	2/11/2022 5:52:47 PM
Signing Complete	Security Checked	2/11/2022 5:53:01 PM
Completed	Security Checked	2/11/2022 5:53:12 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.

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;

Contract Number CM2129

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

Contract Number CM2129

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



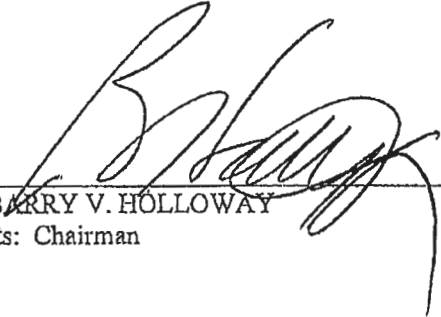
By: Karen Bowling
Alvin Brown, Mayor

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

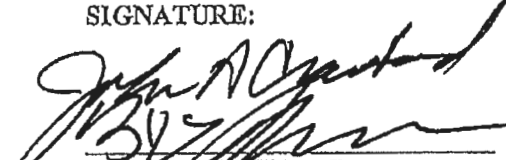
Contract Number CM2129

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~~
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~



Mollie M. Garrett, Esq.