

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NASSAU COUNTY, FLORIDA  
AND  
FERNANDINA BEACH, FLORIDA  
FOR  
FEMA FIRE PREVENTION AND SAFETY GRANT**

**THIS MEMORANDUM OF UNDERSTANDING** (hereinafter “Understanding”) is made and entered into this 14th day of February, 2022, by and between Nassau County, Florida, acting through its Nassau County Fire Rescue Department (hereinafter “NCFR”), and FERNANDINA BEACH, FLORIDA, acting through its Fernandina Beach Fire Department (hereinafter “FBFD”)(hereinafter collectively the “Parties” or individually the “Party”), for the purpose of applying for and sharing a regional asset consisting of a Fire Safety and Prevention education trailer (hereinafter the “Asset”).

**WHEREAS**, NCFR and FBFD are co-located in Nassau County, Florida and each provide fire and Emergency Medical Services (EMS) services to their respective jurisdictions; and

**WHEREAS**, NCFR and FBFD have had for several years an Automatic Aid Agreement with one another to more efficiently provide fire and EMS service to their adjoining jurisdictions; and

**WHEREAS**, NCFR and FBFD desire to collectively attempt to apply for a FEMA Fire Prevention and Safety grant to provide for the purchase of a Fire Safety and Prevention trailer for the purpose of providing fire safety awareness and education to the citizens of Nassau County and Fernandina Beach; and

**WHEREAS**, NCFR and FBFD desire to, if awarded, jointly share this Asset for the purpose of making the citizens of Nassau County and Fernandina Beach safer from fire events by educating citizens of the potential dangers and ways to avoid them; and

**WHEREAS**, the Parties anticipate that coordinated and cooperative participation in the use of this Asset 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 Understanding is to provide for the sharing of the “Asset”, if awarded the grant request from FEMA, to reduce the incidents of fire and fire related injuries to the citizens of their respective jurisdictions by educating them on the dangers and hazards associated with fire.

2. **Responsibilities of NCFR.** NCFR, EIN number 591863042, shall be the host department responsible for submitting the application with cooperation from FBFD, and for housing the “Asset” once it is received. NCFR will keep a master calendar for the scheduled use of the “Asset”. Requests for use from FBFD will be made to the NCFR in order to prevent duplication of use.

3. **Responsibilities of FBFD.** FBFD, EIN number 596000317, will have full use and availability of the “Asset” when scheduled. FBFD will request use of the “Asset” through NCFR.

4. **Mutual Cooperation.** Recognizing that the purpose of this Understanding is to provide fire safety education to the citizens of each respective jurisdiction, the Parties agree that mutual cooperation will enhance this opportunity and provide a much-needed tool for each Party to use to help attain this goal. The Fire Chief of each department (or designee) will coordinate with each other for the use and scheduling of the “Asset”. A log book shall be maintained in the “Asset” for each Party to record usage, number of students, deficiencies, and any other items of importance that should be noted. Each Party shall ensure that the “Asset” is well maintained, fully cleaned after each use, fuel levels filled, and any deficiencies noted and reported to the other Party and in the log book. The Parties agree to commit staff, equipment, and facilities as necessary to maintain the “Asset” in excellent condition. Routine maintenance of the “Asset” to include tires, generator repair, and cleaning supplies will be shared by the Parties. Any damages to the vehicle shall be noted in the log book and reported to the Fire Chief of the other department. The cost for repair of the damage will be the responsibility of the department that caused such damage.

5. **Term of Understanding.** The term of this Understanding 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 Understanding 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 Understanding, or the “Asset” has reached the end of its useful life.

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 Understanding or the work or services performed hereunder; provided however, that the Indemnifying Party’s Understanding 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 Understanding shall render any party to this Understanding liable for property damages or personal injury resulting from any activities of the other Party to this Understanding.

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


**ATTEST:**

**CITY OF FERNANDINA BEACH,  
FLORIDA**

By: \_\_\_\_\_

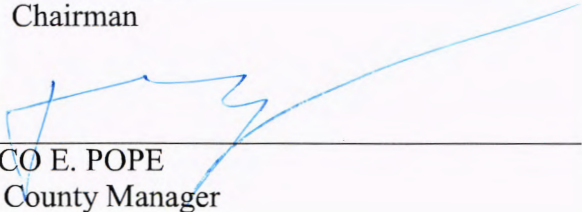
By: \_\_\_\_\_  
Dale Martin, City Manager

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**



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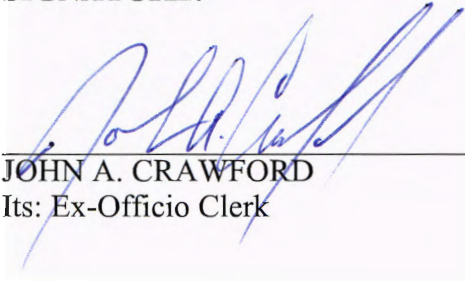
AARON C. BELL  
Its: Chairman



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TACO E. POPE  
Its: County Manager

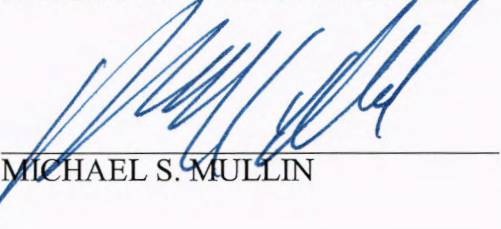
**ATTEST AS TO CHAIRMAN'S  
SIGNATURE:**



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JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

**APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:**



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MICHAEL S. MULLIN

RESOLUTION 2022-33

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING WITH NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS TO APPLY FOR, AND SHARE, A FIRE SAFETY AND PREVENTION TRAILER; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach and Nassau County, acting through their respective Fire/Rescue Departments (herein: FBFD and NCFR), have an Automatic Aid Agreement to provide fire and Emergency Medical Services (EMS) services within their adjoining jurisdictions to efficiently deliver life safety services; and

WHEREAS, the FBFD and NCFR desire to collectively apply for a Federal Emergency Management Agency (FEMA) Fire and Safety Grant to purchase a Fire Safety and Prevention trailer which will support fire safety awareness and education to the citizens of Fernandina Beach and Nassau County; and

WHEREAS, if awarded, FBFD and NCFR will jointly share the Fire Safety and Prevention trailer; and

WHEREAS, the City and BOCC wish to enter into a Memorandum of Understanding to coordinate use of this asset among the FBFD and NCFR.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, THAT:

SECTION 1. The City Commission hereby approves the Memorandum of Understanding with the Nassau County Board of County Commissioners, attached hereto as Exhibit A.

SECTION 2. The City Clerk and City Manager are hereby authorized to execute the Memorandum of Understanding, upon review and approval of the City Attorney.

ADOPTED this 15<sup>th</sup> day of February, 2022.

CITY OF FERNANDINA BEACH



MICHAEL A. LEDNOVICH  
Commissioner – Mayor

ATTEST:

APPROVED AS TO FORM AND LEGALITY:



CAROLINE BEST  
City Clerk



TAMMI E. BACH  
City Attorney

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BETWEEN  
NASSAU COUNTY, FLORIDA  
AND  
CITY OF FERNANDINA BEACH, FLORIDA  
FOR  
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"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 Understanding or the work or services performed hereunder; provided however, that the Indemnifying Party's Understanding 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 Understanding shall render any party to this Understanding liable for property damages or personal injury resulting from any activities of the other Party to this Understanding.

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

**CITY OF FERNANDINA BEACH, FLORIDA**

By:   
Dale L. Martin, City Manager

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By:   
Caroline Best, City Clerk

  
Tammi E. Bach, City Attorney

**NASSAU COUNTY, FLORIDA  
BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Aaron Bell, Chairman

**ATTEST AS TO CHAIRMAN'S  
SIGNATURE:**

**APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:**

\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Ex-Officio Cler

\_\_\_\_\_  
MICHAEL S. MULLIN