

CLAY COUNTY
AGREEMENT/CONTRACT # 10/11-123

INTERLOCAL MEMORANDUM OF AGREEMENT
between
THE CITY OF JACKSONVILLE, FLORIDA,
CLAY COUNTY, FLORIDA
and
ST. JOHNS COUNTY, FLORIDA
for
FLORIDA TASK FORCE 5

Res 2011-127

THIS MEMORANDUM OF AGREEMENT (hereinafter "Agreement") is made and entered into this 7 day of October, 2011, by and between the CITY OF JACKSONVILLE, acting through its Jacksonville Fire and Rescue Department (hereinafter "JFRD)," CLAY COUNTY, FLORIDA, acting through its Department of Public Safety (hereinafter "Clay County") and ST. JOHNS COUNTY, FLORIDA, acting through its Fire and Rescue Department (hereinafter "St. Johns County")(hereinafter collectively the "Parties" or individually "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 and St. Johns counties (hereinafter the "Response Area"); and

WHEREAS, currently JFRD is the only member of FLTF 5 in the Response Area; and

WHEREAS, Clay County and St. Johns County desire to be admitted as member counties into FLTF 5 so that members of their respective fire and rescue departments 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 Clay County and St. Johns County into membership in FLTF 5 and provide annual urban search and rescue refresher training to them; 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 hereto do hereby covenant and agree as follows:

1. **Statement of Purpose.** The purpose of this Agreement is to facilitate the formation of a regional search and rescue response team which will provide greater protection to citizens in the Response Area by unifying and coordinating the efforts of search and rescue responders in Clay, Duval and St. Johns counties.

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 annual basis to search and rescue responders from Clay County and St. Johns County through State Homeland Security Grant Program (SHSGP) funding for all FLTF 5 members at JFRD's expense.

3. **Responsibilities of Clay County and St. Johns County.** While Clay County and St. Johns County will have full membership in FLTF 5, both counties will be responsible for providing initial training to their search and rescue responders at their own expense, and such responders from Clay County and St. Johns County shall remain at all times and for all purposes the employees of their respective counties. For each of its employees participating in FLTF 5, Clay County and St. Johns 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.

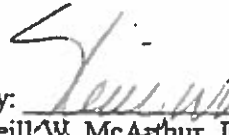
5. **Term of Agreement.** The term of this Agreement shall commence on the date first written above and shall continue and remain in full force and effect as to all its terms, conditions and provisions set forth herein for one year. Thereafter, this Agreement shall automatically renew for successive one-year periods until such time as any Party notifies the other Parties 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 Parties (the "Indemnified Parties"), their 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 thereunder; *provided however* that the Indemnifying Party's agreement to indemnify and hold harmless the Indemnified Parties shall be subject to the provisions and limitations of Chapter 768, Florida Statutes; *provided further*, with respect to the Indemnifying Parties, 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 any of the other Parties 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:

By: 
Neill W. McArthur, Jr.
Corporation Secretary



CITY OF JACKSONVILLE, FLORIDA


By: 
DIRECTOR / FIRE CHIEF

ATTEST:

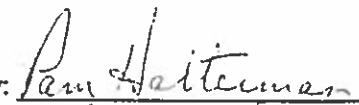
By: 
S. C. Kopelousos, County Manager

Form Approved:


CLAY COUNTY, FLORIDA


By: 
Print Name: W. Travis Cummings
Chairman, Clay County Board of County Commissioners

ATTEST:

By: 
Pam Haiteman
Deputy Clerk

ST. JOHNS COUNTY, FLORIDA

By: 
Michael Wanchick
County Administrator

LEGALLY SUFFICIENT

Date: 5/12/11

