

RESOLUTION NO. 2021 - 479

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE CHAIR TO EXECUTE THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT WITH BAKER, CLAY, AND NASSAU COUNTIES AND THE CITY OF JACKSONVILLE AND RELATED MEMORANDUM OF UNDERSTANDING PERTAINING TO THE NORTHEAST FIRE WATCH COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of County Commissioners in Baker, Clay, Nassau, and St. Johns County and the City of Jacksonville in 2019 established the Northeast Fire Watch Council (“The Council”) by Interlocal Agreement for the purposes of promoting programs to reduce the number of suicides among military veterans living in Northeast Florida; and

**WHEREAS**, the Council has been successful in its efforts aligning together and using a cooperative, coordinated, and collaborative approach to suicide prevention through a number of programs and initiatives; and

**WHEREAS**, the establishing Interlocal Agreement identified the City of Jacksonville as the responsible County for administrative assistance to The Council; and

**WHEREAS**, the City of Jacksonville and The Council have requested transfer of administrative assistance responsibilities to St. Johns County;

**NOW THEREFORE**, be it resolved by the Board of County Commissioners of St. Johns County:

1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as legislative findings of fact.

2. The Chair of the Board of County Commissioners is hereby authorized to execute the First Amendment to the Fire Watch Interlocal Agreement and the related Memorandum of Understanding on behalf of the County, in substantially the same form and format as attached hereto, providing for the transfer of administrative assistance for The Council from the City of Jacksonville to St. Johns County.

3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or context of this Resolution, then this Resolution may be revised without subsequent approval of the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida this 2nd day of November, 2021.

**BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA**

By: *Jeremiah R. Blocker*  
Jeremiah R. Blocker, Chair

Effective Date: 11/2/2021

ATTEST: Brandon J. Patty, Clerk of the Circuit and Comptroller

By: *Robin L. Platt*  
Deputy Clerk

Rendition Date: NOV 04 2021



**FIRST AMENDMENT TO INTERLOCAL AGREEMENT  
REGARDING VETERANS' SUICIDE PREVENTION**  
(Northeast Florida Fire Watch Council)

This **FIRST AMENDMENT TO INTERLOCAL AGREEMENT REGARDING VETERANS' SUICIDE PREVENTION** ("Agreement") is made effective as of November 1, 2021 or the date of the last County approval, whichever is later ("Effective Date") by and among **BAKER COUNTY, CLAY COUNTY, NASSAU COUNTY, and ST. JOHNS COUNTY**, all political subdivisions existing under the laws of the State of Florida, and the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (collectively, the "Counties" or individually, "County").

**RECITALS:**

**WHEREAS**, effective on November 6, 2019, the Counties entered into the Interlocal Agreement Regarding Veterans' Suicide Prevention, which established the Northeast Florida Fire Watch Council, a multi-jurisdictional governmental entity (the "*Agreement*");

**WHEREAS**, the Northeast Florida Fire Watch Council has made considerable strides in addressing the scourge of Veterans' suicide; and

**WHEREAS**, the Counties desire to amend the Agreement for purposes including designating St. Johns County as the host county ; now therefore

**IN CONSIDERATION** of the First Amendment and of the mutual promises herein contained and for other good and valuable consideration, the parties agree as follows:

1. **Recitals.** The above-stated recitals are true and correct and by this reference are incorporated herein.

2. **Capitalized Terms.** Unless otherwise defined in this First Amendment, all capitalized terms shall have the meanings given to them in the Agreement.

3. **Amendment to Section 7 (Administrative and Staff Support; Financial Support).** Section 7 of the Agreement is amended to read as follows:

7. STRATEGIC, ADMINISTRATIVE AND STAFF SUPPORT; FINANCIAL SUPPORT.

- a. Strategic Support
- i. St. Johns County will provide strategic support and consultative services as needed by the Council and its board of directors.

- ii. St. Johns County will provide meeting space locations and A/V support as needed.
- iii. St. Johns County will disseminate meeting notifications and news as requested.
- b. Administrative and staff support.

Independent accounting services shall be obtained by the Council shall reasonably provide when needed administrative and staff support and assistance (the "Contractor"). The Contractor shall:

- i. Serve as the fiscal agent;
- ii. Provide administrative support, if needed, for Fire Watch Council meetings;
- iii. Assist the Fire Watch Council with preparing and submitting disbursement requests in accordance with the Fund (defined below);
- v. Review contracts and programs for compliance with the contract and program terms; and

c. Financial Support; Agency Fund.

(i) Financial Support. Subject to lawful appropriation, Baker County, Clay County, Nassau County, St. Johns County and the City of Jacksonville (Duval County) may each provide financial contributions. The Fire Watch Council shall use the County Contributions consistent with the powers, duties, and purposes set forth herein. The County Contributions shall be deposited into qualified public depository. No County will be obligated to provide any financial support under this Agreement or to the Fire Watch Council unless expressly agreed to by such County. Any cost-sharing formula regarding the Counties' financial support under this Agreement shall be mutually agreed upon by the Counties.

(ii) Funds. The Council shall establish a bank account called The Fire Watch - Northeast Florida Veterans' Suicide Prevention to receive and deposit contributions, grant funds and other monetary donations made to the Fire Watch Council. Funds shall only be disbursed by the Contractor at the written request and approval of the Fire Watch Council.

4. Authority. The Counties represent and warrant to one another that each has full right and authority to execute and perform its obligations under the Agreement as amended by this First Amendment, and each person signing this First Amendment are duly authorized to execute this First Amendment on each County's behalf.

5. **Effectiveness; Ratification of the Agreement.** This First Amendment to the Agreement is effective the date first written above. The provisions of the Agreement remain in full force and effect except as expressly provided in this First Amendment.

6. **Electronic Signatures; Counterpart Execution.** This First Amendment may be executed by electronic signatures and in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement.

**[Remainder of page left blank intentionally. Signature page follows immediately.]**

**IN WITNESS WHEREOF**, the Counties have executed this First Amendment on the dates set forth below.

**BAKER COUNTY, FLORIDA**

By: \_\_\_\_\_  
Jimmy Anderson, Chair

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Stacie Harvey, Clerk of Court

**CLAY COUNTY, FLORIDA**

By: \_\_\_\_\_  
Mike Cella, Chair

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Howard Wanamaker, County Manager and  
Clerk of the Board of County Commissioners

**NASSAU COUNTY, FLORIDA**

By: \_\_\_\_\_  
Thomas R. Ford, Chair

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk

**ST. JOHNS COUNTY, FLORIDA**

By: \_\_\_\_\_  
Jeremiah R. Blocker, Chair

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Deputy Clerk

**Legal Review**

By: \_\_\_\_\_  
Office of the County Attorney

**ATTEST:**

**CITY OF JACKSONVILLE**

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

By: \_\_\_\_\_  
Lenny Curry, Mayor

**FORM APPROVED:**

By: \_\_\_\_\_  
Office of General Counsel

**Memorandum of Understanding  
Regarding the Northeast Florida Fire Watch Council**

THIS MEMORANDUM OF UNDERSTANDING REGARDING THE NORTHEAST FLORIDA FIRE WATCH COUNCIL ("**MOU**"), is made effective as of October \_\_\_\_\_, 2021 (the "**Effective Date**"), by and between the Northeast Florida Fire Watch Council a multi-jurisdictional government entity formed by Baker County, Clay County, Duval County, Nassau County and St. Johns County pursuant to Section 163.01, *Florida Statutes* (the "**Council**"), and St. Johns County, a Florida county ("**SJC**") (collectively and individually, the "**Partners**" or "**Partner**," respectively).

**RECITALS**

**WHEREAS**, the primary purpose of the Council is to reduce the number of suicides among military veterans living in Northeast Florida by aligning together and using a cooperative, coordinated, and collaborative approach to suicide prevention; and

**WHEREAS**, the Council has made considerable strides in addressing the scourge of Veterans' suicide (the "**Agreement**"); and

**WHEREAS**, SJC has offered to serve as the Host County for the Council in Northeast Florida; and

**WHEREAS**, the Partners herein desire to enter into a Memorandum of Understanding to set forth the intention of the Partners as it relates to the Council and the services to be provided by each Partner during the term of this MOU; and

**NOW, THEREFORE**, the Partners hereby agree as follows:

1. **INCORPORATION OF RECITALS AND CAPITALIZED TERMS.**

The above stated recitals are true and correct and, by this reference, are incorporated herein and made a part hereof. All capitalized terms shall have the meanings ascribed to them in this MOU.

2. **DESCRIPTION OF THE FIRE WATCH; ACKNOWLEDGEMENT.**

The Partners will collaborate to facilitate the continued mission of the Council. The Council will build and operate a web-based and personal, peer-to-peer, early intervention, mutual aid network designed to connect veterans to each other and to the many valuable community resources available to veterans in Northeast Florida.

3. **ROLES AND RESPONSIBILITIES OF PARTNERS.**

Each Partner shall have the following roles and responsibilities outlined below as it relates to the Fire Watch:

a. **SJC shall:**

- Serve as the Council's Host County.
- Provide strategic support and consultative services, as needed by the Council and its Board of Directors.
- Disseminate meeting notifications and news, as requested.
- Provide meeting space locations and audio/visual support, if needed.
- Provide an in-house review of the outsourced support service provided for propriety, compliance, and completeness before approved or implemented by the Council.
- Provide \$30,000 in financial assistance to the Council for FY22. Any financial assistance in subsequent fiscal years will be determined through the County's budgetary process.

b. **The Council shall:**

- Retain and compensate legal counsel for all Council activities and programs.
- Retain and compensate accounting and administrative services for all Council activities and programs.
- Maintain regular communication with outsourced support service providers.
- To the extent permitted by law, indemnify and hold harmless SJC, its subsidiaries and affiliates, and their officers and directors, employees, representatives, and agents against any and all settlements, claims, demands, causes of action, judgements, damages, losses, costs, and expenses of any kind whatsoever actually or allegedly suffered by any person, persons or property arising in any way out of, or incidental to this Agreement.

7. **TERM.**

This MOU shall become effective as of the Effective Date and shall expire three (3) years following such date, with the intent for the host County duties to rotate to another participating County. This MOU may be renewed by the Partners upon terms and conditions mutually agreeable to the Partners. Upon said termination, the Partners shall have no further obligations hereunder.

8. **LIABILITY.**

The parties agree that each party shall be solely responsible for the acts of their respective agents, servants, and employees. The Council shall be subject to the liability limits as described in Section 768.28, Florida Statutes, the provisions of which are not altered, expanded, or waived by any provision contained herein.

9. **GENERAL PROVISIONS.**

This MOU shall be governed by the following general provisions:

a. **Governing Law; Venue.** The laws of the State of Florida shall govern this MOU and venue shall be St. Johns County, Florida.

b. **Notices.** Any notice to a Partner shall be delivered either personally by U.S. mail or by a courier service, or by facsimile or electronic mail to the following addresses:

As to the Council:

The Northeast Florida Fire Watch Council  
5011 Gate Parkway, Building 100, Suite 100  
Jacksonville, Florida 32246  
Attn: Executive Director  
Telephone: (904) 525-1761  
Email: [nhowland@thefirewatch.org](mailto:nhowland@thefirewatch.org)

As to SJC:

County Administrator, St. Johns County  
500 San Sebastian View  
St. Augustine, FL 32084  
Attn: Mr. Hunter Conrad  
Office: 904-209-0530  
Email: [hconrad@sjcfl.us](mailto:hconrad@sjcfl.us)

Any Partner may change its address for the purpose of giving notice hereunder by giving the other Partners notice thereof in accordance with the provisions of this paragraph.

c. **Severability.** If any provision of this MOU shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

d. **Amendment and Assignment.** Except as otherwise provided herein, this MOU shall not be changed, amended, or modified except by an instrument in writing, executed by the

Partners. None of the parties shall assign or transfer its rights or obligations under the terms and conditions of this MOU without the written consent of the other parties.

e. **Counterparts**. This MOU may be executed in a number of identical counterparts, each of which for all purposes shall be deemed an original, and all of which constitute collectively one (1) agreement, but in making proof of this MOU, it shall not be necessary to produce or account for more than one such counterpart.

f. **Authority**. Each Partner has full right and authority to execute and perform its obligations under this MOU, and by signing this MOU on said company's behalf represent and warrant that such person is duly authorized to execute this MOU on said company's behalf without further consent or approval by anyone.

g. **Independent Agencies**. The parties in the performance of the terms of this MOU shall act as independent agencies and not as officers, employees, agents, legal partners, joint venturers, or associates of one another. Said representatives of one party shall not be deemed or construed to be the representatives of another party for any purpose whatsoever. Each individual party shall be responsible for its statutory benefits, health benefits and own cost and other expenses related to its employee. If any party contracts with a third-party contractor to provide goods and/or services, the party entering into the contract shall be responsible for payment with regard to the goods, insurance, and/or services provided.

h. **Effective Date**. This MOU shall be effective as of the date that the last Partner listed below executes this MOU.

***[The remainder of this page was left blank intentionally. Signature page to follow.]***

**IN WITNESS WHEREOF**, the parties hereto duly execute this MOU made effective as of the day and year first written above.

**ATTEST:**

**NORTHEAST FLORIDA FIRE WATCH COUNCIL,**  
a multi-jurisdictional government entity

By: \_\_\_\_\_  
\_\_\_\_\_  
Corporation Secretary

By: \_\_\_\_\_  
Michael Fleming, Chair

DATED: \_\_\_\_\_

**FORM APPROVED:**

\_\_\_\_\_  
**Office of the County Attorney**

**St. Johns County, a Florida county**

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

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: \_\_\_\_\_