

EMERGENCY MANAGEMENT INTERLOCAL AGREEMENT

This Emergency Management Interlocal Agreement (hereafter "Agreement"), which becomes effective on the 24th day of Feb., 2014 (hereafter "Effective Date"), 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 76001 Bobby Moore 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, pursuant to Chapter 125.01(1)(p), Florida Statutes, may enter into agreements with other governmental agencies within or outside the boundaries of the county for joint performance, or performance by one unit on behalf of the other, of any of either agency's authorized functions;

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

WHEREAS, the Sheriff desires to accept oversight of the Emergency Management operations of Nassau County as outlined;

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, County and Sheriff intend to be legally bound and hereby agree as follows:

1. **Assignment of Oversight.** The County assigns to the Sheriff, and the Sheriff accepts responsibility for, oversight of the Emergency Management operations within Nassau County, Florida upon the Effective Date of this Agreement.
2. **Scope of Oversight and Responsibility of Sheriff.** Sheriff will be responsible for the emergency management functions and programs as defined in Chapter 252, Florida Statutes, including but not limited to, preparedness, response, recovery and mitigation, with full authority to manage these functions during times of normal operation. The Sheriff will be responsible for the coordination, development, maintenance and approval of the Nassau County Comprehensive Emergency Management plan. During the term of this Agreement, all contracts, agreements, memoranda of understanding, and mutual aid agreements concerning equipment, training, services, and assets relating to emergency management functions and programs, as funded by the County, will be reviewed, negotiated, and approved by the Sheriff, in his sole discretion, 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.

3. **Responsibility of County.** During activation of the Emergency Operations Center (hereafter "EOC"), including pre-activation and post-activation, the County will 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. The County will continue to provide janitorial and cleaning services and all building maintenance for the EOC.
4. **Director Reporting.** The Director of Emergency Management will report to the Sheriff during normal operations. However, the Director will report to the County Manager, as the designee of the Board of County Commissioners (hereafter "BOCC"), in times of EOC activation, an emergency or a disaster declared under Chapter 252, Florida Statutes.
5. **EOC Staff Employment.** The Director and personnel assigned to Emergency Management will be employees of the Sheriff, and all matters related to employment, including but not limited to, hiring, termination, promotion, demotion and disciplinary action will be governed by personnel rules and policies of the Sheriff.
6. **Current EOC Personnel and Positions.** The Sheriff agrees to offer the existing, budgeted Emergency Management positions to the three (3) County employees holding those positions as of the Effective Date of this Agreement, contingent upon their successful completion of a background investigation.
7. **Approval of Director Job Description.** The Director of Emergency Management's job description, as provided and revised from time to time by the Sheriff, is required to be reviewed and approved by the BOCC, pursuant to Chapter 252, Florida Statutes. The BOCC hereby approves the job description of the Director of Emergency Management attached hereto as Exhibit "A." Upon any revision or modification of the job description of the Director of Emergency Management by the Sheriff, the Sheriff will submit the revised or modified job description to the County within 30 days. The BOCC shall review, consider, and either approve or disapprove the revised or modified job description within 30 days of receipt by the County.
8. **Recommendation and Appointment of Director.** The Sheriff is responsible for selection of the individual to be recommended to the BOCC for appointment by the BOCC to the position of Director of Emergency Management. The BOCC agrees to appoint the individual recommended by the Sheriff for the position of Director of Emergency Management so long as this Agreement remains in effect. Nothing herein shall be construed to limit the County's ability to terminate this Agreement or the BOCC's ability to select or appoint another individual to the position of Director of Emergency Management upon termination of this Agreement.

9. **Normal Operations Support.** During normal operations of Emergency Management, all related administrative matters including, but not limited to, Emergency Management grant management, purchasing, budgeting, payroll, and human resources will be functions performed by personnel of the Sheriff or EOC who report to the Sheriff pursuant to this Agreement.
10. **Revenues, Costs and Expenditures Related to EOC.** Emergency Management revenues, costs and expenditures will be identified as a separate cost category/itemization within the budget of the Sheriff, and will be expressly funded by the County for EOC operations. The County will consider the expenses related to the operation of the EOC as individual and separate from the annual operational costs and expenses of the Nassau County Sheriff's Office that were traditional, routine and ordinary before the Effective Date of this Agreement. All costs and fees associated with items identified in Paragraph 13 of this Agreement will be added to the cost category/itemization of the Sheriff's budget upon the Effective Date of this Agreement. The list of items contained in Paragraph 13 of this Agreement is not intended to be an all inclusive list of EOC operational costs or expenses for which the County continues to be responsible to fund each fiscal year.
11. **EOC Assets.** Emergency Management assets, including but not limited to, emergency related equipment, three vehicles currently assigned to the EOC, furniture, telephones, electronics, computer equipment, office materials and office supplies will transfer to the Sheriff upon the Effective Date of this agreement. Pursuant to Florida law, the County shall retain ownership and title to the building known as the Emergency Operations Center (hereafter "EOC"). Upon termination of this Agreement, any Emergency Management assets transferred to the Sheriff will be returned to the County.
12. **County Participation in Preparedness and Response Training.** 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, training and exercises as needed to maintain effective preparedness and response.
13. **Provisions by the County.** The County will continue to provide funding for the operational costs, technical support, maintenance, upkeep, replacement and training for the following items:
- a. the Cisco telephone system currently installed within the EOC;
 - b. all necessary AT&T telephone voice lines, data lines and channels;
 - c. all utilities and physical plant or infrastructure requirements associated with the EOC;
 - d. the Trackstar satellite internet system;
 - e. the WebEOC online situational awareness software;
 - f. the Everbridge Alert Notification System;
 - g. all satellite based voice telephones;

- h. the satellite Law Enforcement Radio System (SLERS);
- i. all backup telephone lines;
- j. internet service and wireless internet facilities and equipment as currently established at the EOC;
- k. all mobile and cellular telephones for emergency management staff as currently established, or as deemed necessary to support the Emergency Management plan; and
- l. laptop computers, desktop computers, and all other hardware and software necessary to maintain the Emergency Management plan.

14. Sheriff Authorized to Procure Property and Services through Previously Executed County Contracts. During the term of this Agreement, the County will offer to the Sheriff, and will assist the Sheriff with, procuring property and services, including but not limited to, equipment, training, services, and assets relating to emergency management functions and programs, through adoption, amendment or extension of any contract previously executed or procured by the County.

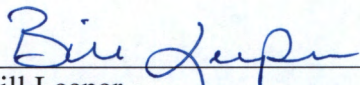
15. County Employee Access to EOC. Access for personnel of the County and Sheriff to the Emergency Communications and Operations Center will be controlled by the currently installed electronic access card system (i.e. swipe card or proximity card) that is administered by the County. The County will provide access cards to personnel of the Sheriff upon request of the Sheriff. The County recognizes the necessity to maintain the EOC as a secure facility. Therefore, access for County personnel for all purposes, including but not limited to, maintaining and servicing County technology within the building, holding meetings and training within the EOC, and structural maintenance and routine janitorial cleaning will be permitted only upon prior written approval of Sheriff. Sheriff may install additional electronic access card systems as necessary or appropriate to maintain a secure facility.

16. Liability. Each party agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or a waiver of the limitations on liability, claims, or judgments as set forth in section 768.28, Florida Statutes.

17. Entire Agreement and Prior Understandings. This Agreement contains the entire memorialization of mutual assent between the parties and is intended as a final expression of the parties' agreement with respect to all terms included in this Agreement. This Agreement supersedes any and all prior agreements, negotiations, stipulations, understandings, or representations.

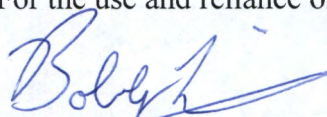
18. Construction and Application. The section headings or titles in this Agreement are for convenience only and not a part hereof and shall have no effect upon the construction or interpretation of the Agreement. This Agreement shall not be construed against either party as the "drafter" of this Agreement, as the intent of the parties and resulting Agreement is a collaborative effort of both parties.

19. **Severability.** Each provision of this Agreement is intended to be severable. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or unenforceable in any respect, the rest of the Agreement will remain in force.
20. **Amendment.** Any alterations, amendments, deletions, or waiver of any provisions of this Agreement shall be done in writing and signed by both the Chairman of the Board of County Commissioners and Sheriff. No alteration, amendment, deletion, or wavier of any provision shall become valid or effective until executed in conformity with this paragraph.
21. **Termination.** This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Upon termination of this Agreement, the Sheriff shall return to the County the emergency management assets and remaining budget. Notice shall be delivered by certified mail (return receipt requested) to the addresses of the parties first stated in this Agreement.

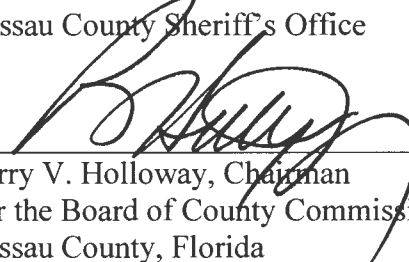


Bill Leeper
Sheriff of Nassau County, Florida

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

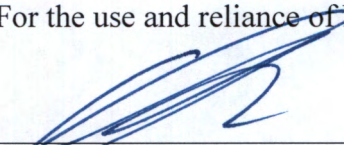


Bobby Lippelman
General Counsel
Nassau County Sheriff's Office



Barry V. Holloway, 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:



David Hallman
County Attorney
Nassau County, Florida

EXHIBIT “A”



Nassau County Sheriff's Office

Sheriff Bill Leeper

Job Description: Emergency Management Director

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|------------------------------|------------------------|
| Effective Date: ___/___/2014 | Last Revision: 12/5/13 |
|------------------------------|------------------------|

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|----------------------|--------------------------------------|
| POSITION: | EMERGENCY MANAGEMENT DIRECTOR |
| DEPARTMENT: | EMERGENCY MANAGEMENT |
| REPORTS: | SHERIFF |
| FLSA STATUS: | EXEMPT |
| SALARY RANGE: | \$55,000 - \$68,000 ANNUALLY |

General Position Concept:

Performs highly responsible administrative and professional work in emergency preparedness, response, recovery and mitigation functions including planning, coordination and implementation of Emergency Management programs and operations. Supervises subordinate staff as assigned. Remains on call twenty-four (24) hours per day, seven (7) days per week, for emergencies as needed. Plans, organizes and coordinates the activities of Nassau County and other assisting and cooperating agencies' response to disasters and emergencies; assists in planning, formulating, updating, training, exercising and maintaining the Nassau County Emergency Management Plan in accordance with Chapter 252, Florida Statutes.

Essential Functions:

- Responds to actual emergency incidents, disasters and other operations in the field and participates in the management and coordination of those incidents with other jurisdictions and/or authorities.
- Alerts appropriate state and federal agencies of actual emergencies or disasters and coordinates the response operations of local government and support agencies before, during and after an emergency or disaster.
- Develops plans and assists in the coordination of natural and man-made disaster response and recovery plans and operations for short-range and long-range applications, according to Chapter 252, Florida Statutes.
- Ensures that the Nassau County Local Mitigation Strategy is developed, updated and maintained.

- Coordinates and plans activities with Local, State and Federal agencies to ensure viability of emergency response plans; attends meetings with boards, committees, agencies, etc., to discuss response and recovery requirements.
- Ensures that industrial, commercial and residential sites as mandated under statutes, laws and regulations related to hazardous materials and during and post-disaster recovery efforts are inspected.
- Determines compliance with requirements; performs damage assessment and determines repairs or action required.
- Coordinates and manages emergency operations through the Emergency Operations Center to ensure that the Center is organized for maximum effectiveness of staff participating in disaster exercises and actual disaster events.
- Directs the Emergency Operations Center (EOC) operations in emergency/disaster situations; ensures EOC is in constant state of readiness for emergencies and disasters.
- Receives and responds to public inquiries and requests for assistance/complaints.
- Develops the design, coordination, presentation and evaluation of disaster exercises that involve multi-county response and individual training.
- Organizes and conducts training for the Nassau County and other assisting and cooperating agencies and evaluates the effectiveness and efficiency of disaster exercise and event responses.
- Conducts and/or directs studies and research regarding all phases of emergency preparedness for use in administrative planning and decision making.
- Coordinates with the Nassau County Sheriff's Office Grants Manager to research, identify, and make application for grants related to Emergency Management Support.
- Seek out, applies and manages local, state and federal grants for emergency services.
- Develops and presents public information programs to civic/community groups and schools regarding disaster preparedness and related subjects.
- Identifies and plans for the use of resources to accomplish emergency management response plans.
- Plans, implements and coordinates programs including resource management, operational readiness, and response plans and capabilities.
- Reviews development of regional impact applications.
- Coordinates mutual aid responses and requests; assists in the overall management of emergency response and recovery operations

- Reviews the work of subordinates for completeness and accuracy; evaluates performance and makes recommendations; determines training needs; provides advice and assistance as needed.
- Conducts staff meetings.
- Supervises the work of subordinate personnel; supervisory duties including instructing; planning, assigning and reviewing work; maintaining standards; coordinating activities; allocating personnel; selecting new employees; acting on employee problems; recommending employee discipline and discharge; reviews the work of subordinates for completeness and accuracy; evaluates performance and makes recommendations as appropriate; offers training, advice and assistance as needed.
- Develops and monitors the Department's operating budget; reviews and approves invoices for payment; seeks and develops other funding opportunities for special programs and projects.
- Attends Local, State, National and International conferences and maintains active memberships for purposes of professional development.
- Interacts and communicates with various groups and individuals such as the immediate supervisor, co-workers/subordinates, County personnel, Fire/Rescue agencies, Law Enforcement agencies, commissions, boards, committees, civic/community organizations, school board and personnel, municipal personnel, various other Local/State/Federal agencies, vendors, news media and the general public.
- Operates a vehicle and a variety of equipment, which may include a computer, printer, fax machine, copier, calculator, telephone, generator, two-way radio, etc.
- Attends and remains at work regularly and adheres to policies and procedures regarding absenteeism and tardiness. Provides adequate notice to higher management with respect to vacation time and leave requests.
- Prepares, processes, reviews and submits plans, charts, statistical reports, memos, correspondence, etc.
- Performs related duties as required.

(These listed essential functions are not a complete statement of all duties required of the Job. Employees will be required to perform such other related job duties as may be assigned or required by the Sheriff or Board of County Commission of Nassau County, Florida.)

Status: ☒ **Civilian** ☐ **Sworn** ☐ **Certified** ☒ **Exempt**

Blood and Viral Pathogen Risk: ☐ **Minimal Risk** ☒ **Foreseeable Risk**

Minimum Education And Experience:

Requires a Bachelor's Degree in Public Administration, Business, Urban/Regional Community Planning or any related field, supplemented by five (5) years of experience in Emergency Management, Planning, or related field, or an equivalent combination of education, training and experience that provides the required knowledge, skills and abilities in the discretion of the Sheriff of Nassau County, Florida. Must possess a valid State driver's license.

Knowledge, Skills And Abilities:

- Familiarization and experience with the application and management of Homeland Security and other Emergency Management grant programs.
- Knowledge and familiarization of the National Incident Management System, The Incident Command System and the National Response Framework.
- Knowledge and familiarization of the various communication systems used in emergency and disaster response in the State of Florida.
- Knowledge and familiarization with Emergency Management software in use including EM Constellation and WebEOC
- Knowledge of the methods, policies and procedures of the Department and County as they pertain to the performance of duties of the Emergency Management Director.
- Knowledge of the functions and interrelationships of County and other Governmental agencies.
- Knowledge in the laws, ordinances, standards and regulations pertaining to the specific duties and responsibilities of the position.
- Knowledge of principles and techniques of emergency preparedness planning.
- Skilled in Emergency Management, planning, weather analysis/forecast, financial applications, operations, research, systems analysis and operational activities.
- Knowledge in the areas of hazardous materials management, Fire/Rescue operations and Law Enforcement operations.
- Ability to develop, coordinate and implement effective emergency response plans for natural and man-made emergencies and disasters.
- Ability to make critical decisions in life-threatening situations with accuracy and in a timely manner.
- Ability to react calmly and quickly in emergency situations.

- Ability to help coordinate the efforts of multiple agencies toward a common goal.
- Knowledge of various codes and regulations and is able to conduct inspections and review plans to ensure compliance with such codes and regulations.
- Knowledge of and skill in using public relations and public education tools and techniques to develop and present educational and training programs.
- Ability to make sound, educated decisions.
- Ability to apply supervisory and managerial concepts and principles; has knowledge of administrative principles involved in developing, directing and supervising various programs and related activities.
- Ability to offer instruction and advice to subordinates regarding Departmental policies, methods and regulations.
- Ability to offer training and assistance to co-workers and employees of other departments as required.
- Ability to plan and develop daily, short-term and long-term goals related to County purposes.
- Ability to take the initiative to complete the duties of the position without the need of direct supervision.
- Ability to plan, organize and prioritize daily assignments and work activities.
- Ability to learn and utilize new skills and information to improve job performance and efficiency.
- Knowledge of proper English usage, punctuation, spelling and grammar.
- Knowledge of modern office practices and technology.
- Ability to use a computer for work processing and records management.
- Ability to read and interpret complex materials pertaining to the responsibilities of the job.
- Ability to assemble and analyze information and make written reports and records in a concise, clear and effective manner.
- Ability to produce quality work despite the stress of deadlines.
- Knowledge of the terminology and various professional languages used within the Department.

- Ability to maintain effective relationships with personnel of other departments, professionals and members of the public through contact and cooperation.
- Ability to make public presentations.

Essential Physical Requirments:

- Stooping
- Kneeling
- Bending
- Crouching
- Reaching
- Standing
- Walking
- Lifting and carrying up to 20 lbs.
- Pushing and pulling

(Reasonable accommodations will be made for otherwise qualified individuals with a disability.)

Work Environment:

- Knowledge of the occupational hazards and safety precautions of the industry.
- Works inside and outdoors with the ability to perform work effectively despite exposure to adverse environmental conditions, including temperature extremes, wetness/humidity, rain, high winds, flooding, electrical currents, machinery hazards, uneven terrain, toxic agents, vibrations, noise extremes, fumes, dirt, dust, pollen, odors, etc.

Approved:

Bill Leeper
Bill Leeper, Sheriff

2-14-14
Date

Accepted:

I, _____ (print Name), have read and fully understand the Job Description and possess the minimum experience, knowledge, skills, abilities and am capable and willing to perform all essential functions. Failure to satisfactorily perform the cited duties (and any related duties, as directed) will result in disciplinary action, up to and including termination of employment.

Signed: _____ Dated: _____