INTERLOCAL AGREEMENT
REGARDING VETERANS' SUICIDE PREVENTION
(Northeast Florida Fire Watch Council)

This **INTERLOCAL AGREEMENT REGARDING VETERANS' SUICIDE PREVENTION** ("Agreement") is made effective as of the 14th day of October, 2019 ("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").

WITNESSETH

WHEREAS, according to recent reports by the United States Department of Veterans Affairs Suicide Prevention Office, approximately 20 veterans die by suicide each day, which is at least 1.5 times higher than those individuals who have not served in the military; and

WHEREAS, Florida has the third largest veteran population in the nation, only preceded by California and Texas; and

WHEREAS, given the proximity of military installations situated in Northeast Florida, a significant number of veterans reside and seek services in Baker, Clay, Duval, Nassau and St. Johns Counties; and

WHEREAS, the Counties seek 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, pursuant to Section 163.01, *Florida Statutes*, the Counties seek to enter into this Agreement and form a separate multi-jurisdictional governmental entity, made up of representatives from each County and tasked with leading regional efforts in reducing suicide rates among military veterans living in Northeast Florida;

WHEREAS, the governing bodies of each County have reviewed the terms, provisions, and conditions contained herein and determined that entering into this Agreement facilitates the most efficient use of their powers to cooperate, collaborate and coordinate with each other on the basis of mutual advantage regarding the prevention of suicide among military veterans living in Northeast Florida.

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations herein contained and for other good and valuable consideration, the Counties agree and understand as follows:

1. RECITALS.

The recitals above are true and correct and incorporated herein by this reference.

2. PARTIES TO THIS AGREEMENT.

Each party to this Agreement is a county or consolidated government existing under the laws of the State of Florida and as such is a general-purpose political subdivision, which has the power to levy taxes and expend funds, as well as general corporate and police powers. These parties are more particularly identified as follows:

Name
Board of County Commissioners
Baker County, Florida

Board of County Commissioners
Clay County, Florida

City Council, City of Jacksonville
Jacksonville (Duval County), Florida

Board of County Commissioners
Nassau County, Florida

Board of County Commissioners
St. Johns County, Florida

3. PURPOSE.

The purpose of this Agreement is to create a separate multi-jurisdictional governmental entity formed by the Counties pursuant to Section 163.01, *Florida Statutes*, to address veterans' suicide prevention in Northeast Florida and to set forth each County's individual responsibilities related thereto. The Counties believe that combining their efforts to establish a central, single entry point and roadmap for leading regional efforts to reduce suicide rates among military veterans in Northeast Florida is necessary and warranted.

4. CREATION OF THE NORTHEAST FLORIDA FIRE WATCH COUNCIL.

a. Fire Watch Council established. In accordance with Section 163.01, *Florida Statutes*, the Counties hereby create a separate multi-jurisdictional governmental entity to be known as the "Northeast Florida Fire Watch Council" (referred to herein as the "Fire Watch Council"). The Fire Watch Council shall serve as a five-county regional public body with the purpose of leading regional efforts in reducing suicide rates among military veterans in Northeast Florida. The Fire Watch Council shall have the powers and duties described in Section 6 below.

b. Membership; Qualifications. The Fire Watch Council shall be made up of five (5) voting members. Each member shall be appointed by the respective Board of County Commissioners or City Council as follows:

(i) one resident of St. Johns County;
(ii) one resident of the City of Jacksonville (or Duval County);
(iii) one resident of Clay County;
(iv) one resident of Baker County; and
(v) one resident of Nassau County.

Each member shall be a current or retired member of the United States Armed Services or, alternatively, a person with experience, background and/or a strong interest in military veterans' affairs. Each member shall serve as a representative for the respective County. No commissioner or council member of a County, or other person holding an "office" under Article II, Section 5(a), of the Florida Constitution, may be appointed as a member of the Fire Watch Council.

c. Member Terms. Fire Watch Council members shall serve for a staggered term of four (4) years or until their successors have been appointed and confirmed. Members shall serve without compensation. The initial term of the St. Johns County, City of Jacksonville, and Clay County members shall be four (4) years, and the initial term of the Baker County and Nassau County members shall be three (3) years. Thereafter, all subsequent member terms shall be four (4) years. Any member appointed for two consecutive full terms shall not be appointed to the next succeeding term.

d. Officers. The officers of the Fire Watch Council shall include, but not be limited to, a chair and a vice chair. Officers shall be elected by the Fire Watch Council membership for a term of one calendar year. Officers shall hold office until their successors are duly elected. The initial Fire Watch Council chair shall be the member representative for St. Johns County. The chair and the vice chair may serve more than one consecutive term.

e. Quorum; Organization and proceedings.

i. Quorum and voting. Three members shall constitute a quorum of the Fire Watch Council. The Fire Watch Council's decisions and recommendations shall require a concurring vote of a majority of the members voting.

ii. Rules of procedure. The Fire Watch Council may establish rules of procedure necessary to govern and conduct its affairs and may adopt bylaws and policies regarding governance and operations; provided, however, such rules, bylaws and policies shall not be inconsistent with applicable state, federal or local laws.

iii. Meetings. All Fire Watch Council meetings shall be open to the public and comply with Chapter 286, *Florida Statutes* (Florida's Open Meetings Laws), as may be amended. Pursuant to Section 163.01 (18), *Florida Statutes*, the Fire Watch Council may conduct

public meetings and workshops by means of communications media technology. The notice for any such public meeting or workshop shall state that the meeting or workshop will be conducted through the use of communications media technology; specify how persons interested in attending may do so; and provide a location where communications media technology facilities are available. The participation by a member in a meeting or workshop conducted through communications media technology constitutes that member's presence at such meeting or workshop. As used in this subsection, the term "communications media technology" means conference telephone, video conference, or other communications technology by which all persons attending a public meeting or workshop may audibly communicate. Meetings shall be held at the discretion of the chair, but in no event less than quarterly or 4 (four) times a year.

iv. Signatory. Unless otherwise provided in the Fire Watch Council's bylaws, the chair shall act as the signatory for the Fire Watch Council and, in the absence of the chair, the vice chair shall act as the signatory.

v. County Commission Liaisons; Other liaisons and subject matter experts. Each County shall designate one county commissioner or council member of each County to serve as a liaison between the Fire Watch Council and the respective Board of County Commissioners or City Council ("Commissioner-Liaison(s)"). The Fire Watch Council may also assign other liaisons and subject matter experts ("Liaison(s)") to assist the Fire Watch Council with carrying out its purpose and facilitating communications between the Fire Watch Council and various veterans' organizations. Liaisons may include, but shall not be limited to, active or retired military members, social workers, and state and local veteran services providers. The Fire Watch Council shall coordinate with federal, state and private veterans' agencies. Such agencies may include the Florida Department of Veterans' Affairs, the U.S. Department of Veterans Affairs, mental health providers, and non-profit organizations. Commissioner-Liaisons and other subject matter Liaisons shall not be included in the Fire Watch Council membership for purposes of Chapter 286, *Florida Statutes* (Florida Open Meetings Laws). Accordingly, Florida Open Meeting Laws shall not apply to communications between Fire Watch Council members and Commission-Liaisons/Liaisons.

vi. Applicable Laws. The Fire Watch Council is a governmental entity and public agency pursuant to Section 163.01(3)(b), *Florida Statutes*, and is subject to all applicable state laws governing governmental entities including, but not limited to, Chapter 112, Part III (Code of Ethics for Public Officers and Employees), Chapter 119 (Public Records), and Chapter 286 (Florida Open Meetings Laws).

5. GEOGRAPHICAL AREA SERVED BY THE FIRE WATCH COUNCIL.

The geographical area served by the Fire Watch Council under this Agreement shall be the combined geographical areas of each of the Counties, whose geographical areas are contained in the legal description found in Chapter 7, *Florida Statutes*. The City of Jacksonville is exercising its county powers in the approval of this Agreement as it relates to Duval County, Florida,

pursuant to the authority contained in Section 3.01 of the City of Jacksonville Charter. The term "City of Jacksonville" for purposes of this Agreement shall mean Duval County, Florida.

6. POWERS AND DUTIES; ANNUAL REPORT; NO DEBT OBLIGATIONS.

a. Powers and duties. In carrying out the purposes set forth in this Agreement, the Fire Watch Council shall have the following powers and duties to:

i. Make and enter contracts in its own name, including but not limited to, contracts and Memorandum of Understandings (MOUs) between the Fire Watch Council and public and private partners in the development of programs, activities and resources for veterans' suicide prevention;

ii. Coordinate veterans' suicide prevention efforts, prioritizing research activities and funding, and strengthening collaboration across public and private sectors;

iii. Provide an aspirational, innovative, all-hands-on-deck approach to reducing veterans' suicide;

iv. Work side-by-side with partners from federal, state, and local governments as well as private and non-profit entities to provide veterans with services they need to prevent suicide;

v. Work together with non-profit organizations, faith-based and other community-based groups, first responders, stake holders and the veterans community at large to foster cultures of care for veterans' mental health and physical health in an effort to prevent suicide;

vi. Create a roadmap for local and regional efforts to prevent suicide among veterans with community integration that brings together veteran organizations with local governments for streamlined access to services and support including employment, health, housing, benefits, recreation, education and social connection;

vii. Harmonize efforts with federal, state and local governments and non-governmental entities to prevent veterans' suicide;

viii. Create an implementation strategy for resources that may be required and potential policy changes directed at achieving the goal of veterans' suicide prevention;

ix. Increase veterans' access to suicide prevention programs, activities and mental health facilities through programs and planning strategies implemented under this Agreement;

x. Research grant opportunities for funding of veterans' suicide prevention programs and activities;

xi. File applications for federal, state and privately funded grants in order to obtain funding for veterans' suicide prevention programs and activities consistent with this Agreement and subject to applicable laws and appropriation of funds;

xii. Make and enter into agreements with each County regarding veterans' suicide prevention, including the selection of one of the Counties to assist with administering this Agreement;

xiii. Approve the manner in which funds will be disbursed among the Counties pursuant to this Agreement;

xiv. Develop and approve the Fire Watch Council's annual budget for carrying out the purposes described herein;

xv. Provide oversight and guidance in conjunction with the veterans' prevention programs and activities implemented pursuant to this Agreement;

xvi. Accept grants, gifts or other types of monetary assistance, except for loans, as allowed by law and consistent with the purposes of this Agreement;

xvii. Preserve, register and protect its intellectual property rights in any logos, trademarks, copyrights and other intellectual property rights;

xviii. Perform any other appropriate duties necessary and consistent with the purposes of this Agreement; and

xix. Make requests to the Counties for financial support to assist with exercising the powers and duties herein provided that any such request shall be subject to the approval of the Counties.

b. Report. The Fire Watch Council shall provide the Counties with a written report no less than annually regarding its findings, strategies, programs and progress made towards veterans' suicide prevention in Northeast Florida.

c. No Debt Obligations. The Fire Watch Council shall not incur any debt or financial obligations in the exercise of its powers and duties granted herein. Additionally, the Fire Watch Council shall not have any authority to obligate the Counties, financially or otherwise, in any manner.

7. ADMINISTRATIVE AND STAFF SUPPORT; FINANCIAL SUPPORT.

a. Administrative and staff support.

The City of Jacksonville shall provide administrative and staff support and assistance from the City of Jacksonville's Office of Grants and Contract Compliance (the "Administrator"), on an in-kind or cost reimbursement basis as agreed upon between the Fire Watch Council and the City of Jacksonville pursuant to a memorandum of understanding. The Administrator shall:

i. Serve as the fiscal agent;
ii. Provide administrative support, if needed, for Fire Watch Council meetings;
iii. Assist with filing grant applications on behalf of the Fire Watch Council;
iv. Assist the Fire Watch Council with preparing and submitting disbursement requests in accordance with the Trust Fund (defined below) requirements;
v. Review contracts and programs for compliance with the contract and program terms; and
vi. Assist with procuring any services, subject to applicable federal, state or local laws.

b. Financial Support; Trust Fund.

(i) Financial Support. Subject to lawful appropriation, Baker County, Clay County, Nassau County, St. Johns County and Duval County may each provide an initial financial contribution (the "Initial County Contributions") to the Fire Watch Council within (30) days of the effective date of this Agreement. The Fire Watch Council shall use the Initial County Contributions consistent with the powers, duties, and purposes set forth herein. The Initial County Contributions shall be deposited into the Trust Fund (defined below). 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) Trust Fund. The Administrator shall establish a trust fund account called The Fire Watch - Northeast Florida Veterans' Suicide Prevention Trust Fund (the "Trust Fund") within the City of Jacksonville's Accounting Division to receive and deposit contributions, grant funds and other monetary donations made to the Fire Watch Council. Funds from the Trust Fund shall only be disbursed by the City's Chief Financial Officer at the written request and approval of the Fire Watch Council.

8. STATE REQUIREMENTS.

Unless otherwise provided herein, the Counties intend to incorporate into this Agreement the duties and obligations governing interlocal agreements under Chapter 163, *Florida Statutes*, as well as any other applicable federal, state and local rules and regulations.

9. JOINT UNDERSTANDING.

The terms and conditions in this Agreement reflect the joint understanding between the parties.

10. PRIOR AGREEMENTS.

It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

11. AMENDMENT

It is agreed that no modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith executed by each participating County.

12. NOTICE

Whenever any party desires to give notice unto any other party, notice must be given in writing sent by Certified United States Mail with Return Receipt Requested, and addressed to the party for whom it is intended, at the place last specified, for giving such notice in compliance with the provision of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to wit:

Party Name	Address
Board of County Commissioners Baker County, Florida	55 North 3rd Street Macclenney, Florida 32063 Attn: Chairman Phone: (904) 259-3613
With a copy to:	County Manager 55 North 3rd Street Macclenney, Florida 32063
Board of County Commissioners Clay County, Florida	P.O. Box 1366 Green Cove Springs, Florida 32043 Attn: Chairman Phone: (904) 269-6300
With a copy to:	County Manager P.O. Box 1366 Green Cove Springs, Florida 32043

City Council, City of Jacksonville Jacksonville (Duval County), Florida	214 N. Hogan Street, 8th Floor, Suite 800 Jacksonville, Florida 32202 Attn: Grants Administrator Phone: (904) 255-8742
With a copy to:	Office of General Counsel 117 West Duval Street, Suite 480 Jacksonville, Florida 32202 Attn: Deputy General Counsel Phone: (904) 255-5100
Board of County Commissioners Nassau County, Florida	96135 Nassau Place Yulee, Florida 32097 Attn: County Manager Phone: (904) 530-6010 Fax: (904) 321-5784
With a copy to:	96135 Nassau Place, Suite 6 Yulee, Florida 32097 Attn: County Attorney Phone: (904) 530-6100 Fax: (904) 321-2658
Board of County Commissioners St. Johns County, FL	500 San Sebastian View St. Augustine, Florida 32084-8686 Attn: County Administrator Phone: (904) 209-0530
With a copy to:	500 San Sebastian View St. Augustine, Florida 32084-8686 Attn: County Attorney Phone: (904) 209-0805

13. CONSTRUCTION.

This Agreement is intended to be legally binding and shall be construed in accordance with and governed by the laws of the State of Florida.

14. INVALID PROVISION/SEVERABILITY.

In the event that any provision of this Agreement or the application of any such provision to any party or circumstances be held invalid or unenforceable or the application of such provision to parties or circumstances be unenforceable by a court of competent jurisdiction,

the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

15. WAIVER OF RIGHTS.

Any waiver at any time by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter.

16. COUNTERPARTS.

This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. True and correct copies of such signed counterparts may be used in lieu of the originals for any purpose.

17. AGREEMENT TERM.

The term of this Agreement shall commence on the date that the last party executes this Agreement and end eight (8) years thereafter, unless sooner terminated by the parties. This Agreement may be renewed for successive eight (8) year periods upon a majority vote of each participating County.

18. TERMINATION.

A County may terminate or rescind its participation in this Agreement and the Fire Watch Council by providing thirty (30) days advance notice to the other Counties.

[The remainder of this page is intentionally left blank; signature pages to follow]

BAKER COUNTY, FLORIDA

By: _____
Cathy Rhoden, 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: _____

Date: October 14, 2019

Attest: _____
Clerk John A. Crawford, Ex Officio Clerk

ST. JOHNS COUNTY, FLORIDA

By: _____
Paul M. Waldron, Chair

Date: _____

Attest: _____
Deputy Clerk

Legal Review

By: _____
Deputy County Attorney

ATTEST:

By:_____

James R. McCain, Jr.
Corporation Secretary

CITY OF JACKSONVILLE

By: _____

Lenny Curry, Mayor

FORM APPROVED:

By: _____

Office of General Counsel