

FLORIDA 911 REGION 4 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING (MOU)
REGARDING A JOINT REGIONAL NEXT GENERATION
911 ROUTING PROJECT BETWEEN CITRUS COUNTY
BOARD OF COUNTY COMMISSIONERS, HERNANDO
COUNTY BOARD OF COUNTY COMMISSIONERS,
HILLSBOROUGH COUNTY BOARD OF COUNTY
COMMISSIONERS, MANATEE COUNTY BOARD OF
COUNTY COMMISSIONERS, PASCO COUNTY BOARD
OF COUNTY COMMISSIONERS, PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS, POLK COUNTY
BOARD OF COUNTY COMMISSIONERS, SARASOTA
COUNTY BOARD OF COUNTY COMMISSIONERS, AND
SUMTER COUNTY BOARD OF COUNTY
COMMISSIONERS.**

WHEREAS, this memorandum of understanding (“MOU”) is made and entered into by and between Citrus County Board of County Commissioners (hereinafter, Citrus BOCC), Hernando County Board of County Commissioners (hereinafter, Hernando BOCC), Hillsborough County Board of County Commissioners (hereinafter, Hillsborough BOCC), Manatee County Board of County Commissioners (hereinafter, Manatee BOCC) Pasco County Board of County Commissioners (hereinafter, Pasco BOCC), Pinellas County Board of County Commissioners (hereinafter, Pinellas BOCC), Polk County Board of County Commissioners (hereinafter, Polk BOCC), Sarasota County Board of County Commissioners (hereinafter, Sarasota BOCC), and Sumter County Board of County Commissioners (hereinafter, Sumter BOCC) who desire to enter a Memorandum of Understanding regarding the Parties’ Joint Regional Next Generation 911 (NG911) Systems and Services Project (“Project”); and

WHEREAS, the Boards of County Commissioners listed in this agreement will be referred to collectively as the "Parties" and individually referred to as a "Party"; and

WHEREAS, the Parties are authorized by Section 163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of their respective citizens; and

WHEREAS, a MOU is a requirement of the State E911 Board to receive multiple year grant funding to support NG911 Systems and Services.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. PURPOSE

The Citrus BOCC, Hernando BOCC, Hillsborough BOCC, Manatee BOCC, Pasco BOCC, Pinellas BOCC, Polk BOCC, Sarasota BOCC, and Sumter BOCC encompass a portion of the 911 Region 4, as designated by the Florida Department of Management Services (DMS) for the

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purposes of establishing regional 911 initiatives. Emergency incidents and disasters do not recognize county boundaries. Additionally, the legacy routing of 9-1-1 calls, built around landline telephone technology does not route cellular callers to the authorities based on their physical location. A large majority of calls for assistance now come from cellular callers. This MOU serves to further the 2019 legislative initiative of HB 441 that subsequently created Section 365.177, Florida Statutes "Transfer of [emergency] calls between systems." Each Party to this MOU recognizes the need to move toward NG911 and allow for improved 9-1-1 services across jurisdictional boundaries. Each Party agrees to participate. This MOU will establish the framework through which each Party will collaborate to implement the Project. Specifically, the Parties desire to plan, operate and maintain a shared NG911 Network and critical components and services necessary to ensure the most accurate and efficient routing of 911 calls. This may include, but is not limited to, an Emergency Services IP Network (ESInet), Core Services, GIS data accuracy, GIS data aggregation, and Cybersecurity.

II. GRANT AWARD

The Florida 911 State Grant Program allows for a five-year award for regional projects with the provision of an MOU between the participating counties of that region. These state grants are awarded to assist Public Safety Answering Points (PSAPs) in upgrading to NG911 capabilities. The Florida E911 Board, as Grantor, will be distributing funds to qualifying local governments in accordance with grant guidelines (collectively referred to as the "Grant"). Each Party understands that it will be responsible for submitting a Grant application and subsequent documentation for Grant reimbursement. The Parties agree to abide by the Grant conditions, terms, and requirements.

III. REGIONAL COORDINATION

The Parties agree to:

- A. Collaborate on NG911 requirements that ensure maximum levels of interoperability through involvement of the appropriate local, state and tribal authorities within the counties and other entities.
- B. Collaborate on NG911 related matters and encourage collaboration between PSAPs and GIS authorities in the development, and maintenance, and sharing of the critical GIS data needed to support NG911 services across the region and State of Florida.

IV. INFORMATION AND OWNERSHIP

Each Party shall retain ownership, control of, and remain the public record custodian of, all information it contributes into the shared NG911 system. Counties may access shared data in the secure network or through shared data repositories as necessary for the effective operation of the system. To the extent any of the information contributed to the system is Protected Health Information, the Parties agree to use, disclose, and protect all Protected Health Information in compliance with the Standards for Privacy, Security and Breach Notification of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164) under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for

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Economic and Clinical Health Act (HITECH Act) and shall disclose any policies, rules or regulations enforcing these provisions upon request.

As it relates to the NG911 ESInet and Core Services, each Party agrees to comply with the grant's requirements, which may require selection of NG911 providers that meet the latest National Emergency Number Association (NENA) i3 Standard and NENA Next Generation Security standards. If any Party fails to comply with any term of the Grant award, such Party will be subject to action by the E911 Board, as referenced in the application and instructions for the 911 Grant Programs in effect at that time.

V. FINANCIAL PROCUREMENT PROCESSES

Procurement shall be based on each Party's procurement processes and the applicable State purchasing requirements, including but not limited to sections 112.061, 287.057, 287.017, and 287.058. Florida Statutes.

VI. DISBURSEMENT PROCESS

The Parties, *i.e.* Region 4, may collectively submit reimbursement claims to the E911 Board as needed; however, each Party is limited to only a single claim request per grant, per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Financial Reimbursement of Expenditures Form (Rule 60FF1-5.0035(4), F.A.C). Incomplete claim forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. The Parties should submit reimbursement claims only for the amounts in each budget category in which the Parties, collectively, or the Party, individually, has incurred expenditures.

VII. TERMINATION

- A. Each Party's obligation to perform in accordance with this MOU is contingent upon the availability and appropriation of Grant funds that are appropriated or allocated for the purpose of carrying out this MOU. Any Party may terminate its participation in this MOU if it does not receive funds to allow participation in the Project. Any Party wishing to terminate its participation pursuant to this provision shall notify all other Parties in writing at least thirty (30) days before withdrawing from the Project.
- B. After the Grant project period has ended, a Party may terminate its participation in this MOU upon thirty (30) days written notice to all other Parties.
- C. Any Party who terminates its participation in the Projects or this MOU shall bear any and all costs related to the Party's termination, including the cost of any local modifications necessary to exit participation in the shared 911 system. No terminating party shall be entitled to a refund of any payments made to improve the shared system arising from the terms of this MOU. This provision shall not impair any Party's ability

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to collect monies from vendors related to the Project.

- D. If a Party terminates its participation in this MOU or the Project, such termination will not affect any non-terminating Party's rights under the Grant.

VIII. LIABILITY

No Party shall be liable to any other Party for any third-party claim, which may arise out of the shared 911 system itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The shared 911 system is designed to enhance regional 911 functions and assist emergency services agencies to provide backup to one another in disasters. It is not intended to be a substitute for the exercise of judgment or supervision of a Party's professionals or employees. All Parties acknowledge that the responsibility for providing 911 dispatch and first responder services or other government related services rests with the respective Party which is providing such service and not with any other party to this MOU. As such, the Parties agree to be responsible for their respective employee's acts of negligence when acting within the scope of their employment and agree to be liable for only such damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein shall be construed or interpreted as denying any Party any remedy or defense available to it under the laws of Florida or a waiver of the Party's sovereign immunity beyond the waiver limitations and limitations provided by Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this MOU.

IX. ADDITION OF COUNTIES

Any county outside the DMS designated Region 4 that is not part of this current agreement but wishes to participate later may be added upon the approval of the State E911 Board. Such county will supply the Parties with the written approval from DMS. This MOU will require an addendum as additional counties choose to participate in the Project.

X. NOTICE

All notices required to be given under this MOU shall be deemed sufficient to each Party when delivered by email or registered or certified mail to:

Citrus County Board of County Commissioners

Hernando County Board of County Commissioners
15470 Flight Path Dr
Brooksville, FL 34601

Hillsborough County Board of County Commissioners
C/O: Performance Data and Analytics
Attn. Erick Sumner, Director

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P.O. Box 1110
Tampa, Fl. 33602

Manatee County Board of County Commissioners

Pasco County Board of County Commissioners

Pinellas County Board of County Commissioners

Polk County Board of County Commissioners

Sarasota County Board of County Commissioners

Sumter County Board of County Commissioners
C/O Bradley Arnold, County Administrator
7375 Powell Rd
Wildwood, FL 34785

XI. MODIFICATIONS

This MOU may only be amended by written agreement signed by each Party. Modifications of this MOU may not relieve Parties from implementing the content of the approved grant awards. Modifications to this MOU may require approval by the E911 Board and DMS.

XII. EFFECTIVE DATE AND DURATION

This MOU shall be effective on the date of the last signature hereon. The term of this MOU shall be perpetual unless earlier terminated by any Party as provided herein.

XIII. COUNTERPARTS

This MOU and any subsequent amendments hereto may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which shall be deemed to be one and the same instrument. Facsimile transmission signatures shall be deemed original signatures.

XIV. HEADINGS

The headings or captions of sections or paragraphs used in this MOU are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken in consideration in interpreting this MOU.

XV. SEVERABILITY

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If any of the covenants, agreements, or provisions of this MOU should be held contrary to any express provision of law or contrary to any policy of expressed law and held invalid, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions of this MOU which shall remain fully enforceable.

XVI. GOVERNING LAW

The laws of the State of Florida shall govern this MOU. This MOU at all times shall be construed consistent with such constitutional and statutory limitations.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year set forth below.

[signature pages follow]

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1) *Citrus County Board of County Commissioners (or designee) --*

Signature/Date

Print Name/Title

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2) *Hernando County Board of County Commissioners (or designee) -- required*

HERNANDO COUNTY BOARD
OF COUNTY COMMISSIONERS

Attest:

Heidi Kuppe, Deputy Clerk
Doug A. Chorvat, Jr.
Clerk of Court & Comptroller



[Signature]
John Allocco
Chairman

11-7-2023
Date

Approved for Form and Legal
Sufficiency

[Signature]
County Attorney

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3) Hillsborough County Board of County Commissioners (or designee) -- required

ATTEST: Cindy Stuart
Clerk of the Circuit Court

COUNTY: Hillsborough County, Florida

BY: _____
Deputy Clerk

BY: _____
Chair,
Board of County Commissioners

BOCC Staff	Approval	Date
Department Fiscal		
Department Director		
Procurement Services		
County Attorney: Approved as to Form and Legal Sufficiency		

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4) *Manatee County Board of County Commissioners (or designee) -- required*

Signature/Date

Print Name/Title

ATTEST:
Angelina M. Colonnese
Clerk of Circuit Court and Comptroller

By: _____

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5) *Pasco County Board of County Commissioners (or designee) -- required*

Signature/Date

Print Name/Title

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6) *Pinellas County Board of County Commissioners (or designee) -- required*

Signature/Date

Print Name/Title

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7) *Polk County Board of County Commissioners (or designee) -- required*

Signature/Date

Print Name/Title

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8) *Sarasota County Board of County Commissioners (or designee) -- required*

Signature/Date

Print Name/Title

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9) *Sumter County Board of County Commissioners (or designee) -- required*

Signature/Date

Print Name/Title

ATTEST:

Gloria Hayward
Clerk of the Circuit Court and Comptroller