

FLORIDA 911 REGION 6 Next Generation 9-1-1 PROJECT
MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING (MOU)
REGARDING A JOINT REGIONAL NEXT GENERATION
911 ROUTING PROJECT BETWEEN CHARLOTTE
COUNTY BOARD OF COUNTY COMMISSIONERS,
COLLIER COUNTY BOARD OF COUNTY
COMMISSIONERS, DESOTO COUNTY BOARD OF
COUNTY COMMISSIONERS, GLADES COUNTY BOARD
OF COUNTY COMMISSIONERS, HARDEE COUNTY
BOARD OF COUNTY COMMISSIONERS, HENDRY
COUNTY BOARD OF COUNTY COMMISSIONERS,
HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS, LEE COUNTY BOARD OF COUNTY
COMMISSIONERS, MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS, AND OKEECHOBEE
COUNTY BOARD OF COUNTY COMMISSIONERS**

WHEREAS, this memorandum of understanding ("MOU") is made and entered into by and between Charlotte County Board Of County Commissioners (hereinafter, Charlotte BOCC), Collier County Board Of County Commissioners (hereinafter, Collier BOCC), Desoto County Board Of County Commissioners (hereinafter, Desoto BOCC) Glades County Board Of County Commissioners (hereinafter, Glades BOCC), Hardee County Board Of County Commissioners (hereinafter, Hardee BOCC), Hendry County Board Of County Commissioners (hereinafter, Hendry BOCC), Highlands County Board Of County Commissioners (hereinafter, Highlands BOCC), Lee County Board Of County Commissioners (hereinafter, Lee BOCC), Monroe County Board Of County Commissioners (hereinafter, Monroe BOCC), and Okeechobee Board Of County Commissioners (hereinafter, Okeechobee BOCC) who desire to enter a Memorandum of Understanding regarding the parties Joint Regional Next Generation 911 (NG911) Systems and Services Project ("Project").

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

WHEREAS, the Parties are authorized by 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.

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

I. PURPOSE

The Charlotte BOCC, Collier BOCC, Desoto BOCC, Glades BOCC, Hardee BOCC, Hendry BOCC, Highlands BOCC, Lee BOCC, Okeechobee BOCC, and Monroe County encompass a portion of the 911 Region 6, as designated by the Florida Department of Management Services (DMS) for the 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

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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 FS 365.177, "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 BOCC 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. Each party understands that it will be responsible for submitting a grant application and subsequent documentation for grant reimbursement. All the parties agree to abide by the grant conditions.

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.

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 NENA i3 Standard and NENA Next Generation Security standards.

V. TERMINATION

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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 their participation in this MOU if it does not receive funds to allow it to participate in the Project. Any party wishing to terminate its participation pursuant to this provision shall notify the other parties in writing at least thirty (30) days before withdrawing from the Project.

- A. All parties agree that they will comply with the grant's terms. After the grant project period has ended, any party may terminate their participation in this MOU upon thirty (30) days' written notice to all other parties.
- B. Any party who terminates its participation in the Project shall bear 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 to collect monies from vendors related to the Project.

VI. LIABILITY

No participating 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 participating 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.

VII. ADDITION OF COUNTIES

Any county outside the DMS designated, Region 6, 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. The MOU will require an addendum as counties choose to participate in the Project.

VIII. 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:

Charlotte County Board of County Commissioners
C/O Hector Flores, County Administrator
18500 Murdock Cir

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Port Charlotte, FL 33948
bcc.administration@charlottecountyfl.gov

With a copy to:

Charlotte County Sheriff's Office
Attn: Sheriff Bill Pummell
7474 Utilities Rd.
Punta Gorda, FL 33982

Collier County Board of County Commissioners
William McDaniel, Jr. – Chairman
3299 Tamiami Trail East, Suite 303
Naples, FL 34112

Desoto County Board of County Commissioners
C/O Mandy Hines, County Administrator
201 E. Oak Street
Suite 201
Arcadia, FL 34266

With a copy to:
Desoto County Sheriff's Office
Attn: Sheriff James "Jim" Potter
208 E. Cypress St.
Arcadia, FL 34266

Glades County Board of County Commissioners
Tim Stanley - Chairman
PO Box 1527
500 Ave J
Moore Haven, FL 33471

Hardee County Board of County Commissioners
Russell Melendy - Chairman
412 W Orange St, Room 103
Wauchula, FL, 33873

Hendry County Board of County Commissioners
C/O Jennifer Davis, County Administrator
PO Box 1760
LaBelle, Florida 33975

Highlands County Board of County Commissioners
C/O County Administrator

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600 S Commerce Ave
Sebring, FL 33870

With a copy to:

Highlands County Sheriff Office
Attn: Sheriff Paul Blackman
400 S Eucalyptus St
Sebring, FL 33870

Lee County Board of County Commissioners
C/O County Manager
PO Box 398
Fort Myers, FL 33902

With a copy to:

Lee County
Attn: 911 Program Manager
PO Box 398
Fort Myers, FL 33902

Monroe County Board of County Commissioners
1100 Simonton Street
Key West, FL 33040

With a copy to:

Monroe County Sheriff's Office
Rick Ramsay Sheriff
5525 College Road
Key West, FL 33040

Okeechobee County Board of County Commissioners
C/O Deborah Manzo, County Administrator
304 NW 2nd Street
Okeechobee, FL 34972

IX. MODIFICATIONS

This MOU may be amended by written agreement signed by each of the Parties. 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.

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X. EFFECTIVE/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.

XI. 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.

Signatures continue on next pages

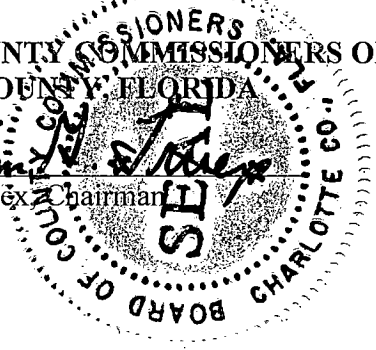
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1) *Charlotte County Board of County Commissioners (or designee) -- required*

This MOU is passed, duly adopted and signed on this 13th day of September, 2022.

BOARD OF COUNTY COMMISSIONERS OF
CHARLOTTE COUNTY, FLORIDA

By: William G. Truex
William G. Truex, Chairman



ATTEST:

Roger D. Eaton, Clerk of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners

By: Roger D. Eaton
Deputy Clerk

AGR 2022-101

Approved as to form and legal sufficiency:

Janette S. Knowlton
Janette S. Knowlton, County Attorney
LR22-0416 JK

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16J1

2) Collier County Board of County Commissioners (or designee) -- required

This MOU is passed, duly adopted and signed on this 28th day of February, 2023.

BOARD OF COUNTY COMMISSIONERS OF
COLLIER COUNTY, FLORIDA

By: 

Rick LoCastro, Chairman

ATTEST:

By: 

Deputy Clerk

Attest as to Chairman's
signature only.


Approved as to form and legality

Jeffrey A. Klatzkow, County Attorney

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3) *Desoto County Board of County Commissioners (or designee) -- required*

This MOU is passed, duly adopted and signed on this 13th day of Sept, 2022.

BOARD OF COUNTY COMMISSIONERS OF
DESOTO COUNTY, FLORIDA

By: Elton Langford
Elton Langford, Chairman

ATTEST:

Mandy Hines
Mandy Hines, County Administrator

Approved as to form and legal sufficiency:

Donald D. Conn
Donald D. Conn, County Attorney

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

*Tim Stanley - Chairman
PO Box 1527
500 Ave J
Moore Haven, FL 33471*



Signature/Date

Timothy Stanley
Print Name/Title

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5) Hardee County Board of County Commissioners (or designee) -- required

Russell Melendy - Chairman
412 W Orange St, Room 103
Wauchula, FL, 33873


Signature/Date

RUSSELL A. MELENDY, BOCC CHAIR
Print Name/Title

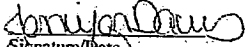

Attest:


Victoria L. Rogers, Ex-Officio Clerk
to the Board of County Commissioners
07-25-2022

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6) Hendry County Board of County Commissioners (or designee) -- required

C/O Jennifer Davis, County Administrator
PO Box 1760
LaBelle, Florida 33975



Signature/Date

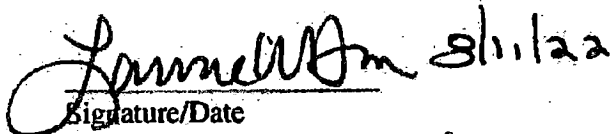
JENNIFER DAVIS, COUNTY ADMINISTRATOR

Print Name/Title

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7) Highlands County Board of County Commissioners (or designee) -- required

C/O County Administrator
600 S Commerce Ave
Sebring, FL 33870

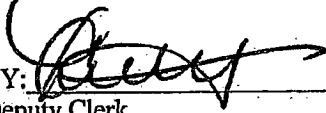
 8/1/22
Signature/Date

Laurie Turner, Interim County Administrator
Print Name/Title

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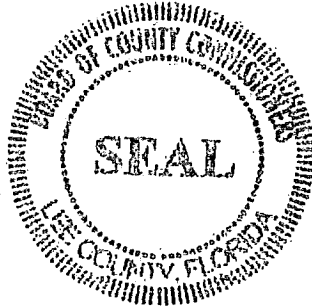
8) *Lee County Board of County Commissioners (or designee) -- required*

ATTEST:
CLERK OF CIRCUIT COURT

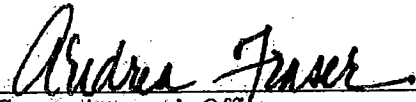
BY: 
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: 
Cecil L. Pendergrass, Chair



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY


County Attorney's Office

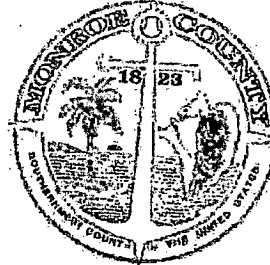
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9) *Monroe County Board of County Commissioners (or designee) -- required*

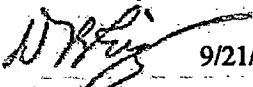
*Monroe County Board of County Commissioners
1100 Simonton Street
Key West, FL 33040*

With a copy to.

*Monroe County Sheriff's Office
Rick Ramsay Sheriff
5525 College Road
Key West, FL 33040*



Attest: Kevin Madok, Clerk

 9/21/2022
Signature: Date

By: 
As Deputy Clerk

David Rice, Mayor
Print Name/Title

James D.
Molenaar

Digitally signed by James D.
Molenaar
Date: 2022.09.15 12:11:40
-04'00'

Approved as to Form and Legal Sufficiency
James D. Molenaar
Asst. County Attorney
MONROE COUNTY ATTORNEY'S OFFICE

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10) Okeechobee County Board of County Commissioners (or designee) – required

C/O Deborah Manzo, County Administrator
304 NW 2nd Street
Okeechobee, FL 34972

OKEECHOBEE COUNTY, a political
subdivision of the State of Florida



DAVID HAZELL, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Cam Z. Borowski - Deputy Clerk
JERALD D. BRYANT, CLERK OF
THE CIRCUIT COURT & COMPTROLLER
OKEECHOBEE COUNTY, FLORIDA (Seal)