

## AGENDA ITEM SUMMARY

<b>Meeting Date:</b>	OCTOBER 2, 2019
<b>Agenda Category:</b>	CONSENT BUSINESS
<b>Agenda Item Number:</b>	10 B
<b>Subject:</b>	AUTHORIZATION TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH BREVARD COUNTY EMERGENCY MANAGEMENT FOR EMERGENCY MESSAGING SERVICES (PUBLIC SAFETY DEPARTMENT)

<b>Attachments:</b>	Memorandum; agreement
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<b>Staff Contact:</b>	Public Safety Director LaSata
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<b>Background:</b>	The Public Safety Department is requesting authorization to enter into an agreement with Brevard County Emergency Management for the distribution of emergency messaging. Currently, the Department utilizes NIXLE, but that contract recently expired. Because the Florida Division of Emergency Management is funding this initiative and providing the service at no cost to eligible municipalities, entering into the agreement with Brevard County will result in a savings to the City of \$3,700.00 per year.
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<b>Reference:</b>	
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<b>Suggested Action:</b>	Authorize staff to enter into a Memorandum of Agreement with Brevard County Emergency Management for the distribution of emergency messaging
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## ROCKLEDGE DEPARTMENT OF PUBLIC SAFETY

**JOSEPH P. LASATA**

**Public Safety Director/Police Chief**

1776 Jack Oates Boulevard, Rockledge, FL 32955

Phone: (321) 690-3213, ext. 3101 Fax: (321) 690-3996

[jasata@rockledgepolice.org](mailto:jasata@rockledgepolice.org)



Date: September 23, 2019

To: Dr. Fettrow

From: Director LaSata

*approved to  
go to Council.  
Dr. Fettrow  
9/23/2019*

Re: **Request for Council Approval to enter into an MOU with Brevard County  
Emergency Management**

Please accept this correspondence and attachments as a request for Council approval at the October 2nd meeting. This request is being submitted in an effort to collaborate with Brevard County Emergency Management for the purpose of alerting our citizens through Everbridge, Inc. (NIXLE.)

As you are aware we currently utilize NIXLE as a vehicle to deliver information to our citizens, however our 3 year NIXLE contract expires 9/19 and Brevard County Emergency Management has offered Rockledge free access to NIXLE, the city will realize a savings of 3.7K per year.

The Florida Division of Emergency Management is funding and providing NIXLE at no cost to eligible municipalities.

Please feel free to contact me if you have any questions and I thank you for your time and consideration regarding this matter.

**MEMORANDUM OF AGREEMENT**  
**BETWEEN BREVARD COUNTY EMERGENCY MANAGEMENT AND**  
**CITY OF ROCKLEGE**

This Memorandum of Agreement (the "Agreement") is made and entered into by Brevard County Emergency Management (hereinafter referred to as the "County") and the Agency (hereinafter referred to as the "Agency/Municipality").

WHEREAS Section 252.35(2)(a)6, Florida Statutes (2015), (F.S), requires the Florida Division of Emergency Management to establish a system of communications and warnings to ensure that the state's population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions;

WHEREAS the Florida Division of Emergency Management has executed contract RFQ-DEM-18-19-021 with Everbridge, Inc. for the provision of Statewide alert and mass notification services in support of its AlertFlorida Initiative, hereinafter referred to as the "notification system;"

WHEREAS the Florida Division of Emergency Management is funding and providing the notification system at no local cost to eligible political subdivisions/municipalities for the initial contract and all renewal years (ending on June 30, 2024), contingent upon annual appropriation by the Florida Legislature;

WHEREAS Section 252.38 F.S. establishes Emergency Management powers of political subdivisions and provides for safeguarding the life and property of its citizens as an innate responsibility of the governing political body of each political subdivision of the state;

WHEREAS the County has entered into a cooperative agreement with the Florida Division of Emergency Management, and will utilize the notification system provided by the Florida Division of Emergency Management to transmit alerts, notifications, and other authorized public safety messaging to residents, businesses, and visitors located in or transiting through their political subdivision, while performing its powers under section 252.38 F.S.;

WHEREAS the County desires to collaborate with the Agency/Municipality for the purpose of alerting citizens to natural and man-made emergencies, including, but not limited to weather, hazardous materials incidents, and public health and safety;

WHEREAS the Agency/Municipality may be required to notify residents of an incident within their jurisdiction by utilizing all available methods of communication to disseminate the warning information as quickly as possible, and to as many affected people in Brevard County as reasonably possible,

NOW, THEREFORE, in consideration of the cooperative effort between the parties contained herein, the parties agree as follows:

## **1. TERM OF AGREEMENT**

This Agreement is effective on the date of execution by the last-signing party and shall remain in effect for the duration of services provided under contract RFQ-DEM-18-19-021 (Everbridge Core Platform Agreement between the State of Florida Division of Emergency Management and Everbridge, Inc.), but no later than June 30, 2024.

## **2. DUTIES AND RESPONSIBILITIES**

### **A. Brevard County Emergency Management**

The County:

- I. Has assigned a Contract Manager for the notification system pursuant to section 287.057(14) F.S. who will serve as a liaison with the Florida Division of Emergency Management.
- II. Reserves the right to access any Agency/Municipality account or organizations in the system for purposes of contract management, and to monitor system activity and usage.
- III. Will limit the number of personnel with high-level administrative access credentials to the system, and will take reasonable efforts to prevent the unauthorized disclosure of contact information protected under section 119.071(5)(j) F.S.
- IV. Reserves the right to launch a countywide notification system to all available "opt-in" contact data in the system resulting from a catastrophic natural or technological disaster, a widespread public health emergency, an imminent or actual attack of a foreign military power, or a similar emergency where a delay to coordinate locally-initiated notifications would endanger the health and safety of the State's population.
- V. Reserves the right to require certain notification subscription options be set to "mandatory" in a subdivision's public-facing opt-in portal, including:
  - a. Tornado Warnings
  - b. Flash Flood Warnings
  - c. Hurricane Warnings
  - d. Statewide Notifications
  - e. Countywide Notifications
- VI. Will, upon termination of the contract, distribute the system's recipient contact data to the Agency/Municipality, if so desired.
- VII. Will support the Agency/Municipality in the setup of the system, and provide account information and guidance throughout setup.
- VIII. Will provide the Brevard County Emergency Management (BCEM) Mass Notification System Standard Operating Procedure (SOP) to all participating agencies, to be used in conjunction with any Agency/Municipality guidance
- IX. Will hold User Group meetings to discuss issues, changes, or concerns with the system with all participating agencies.

## **B. Agency/Municipality**

### The Agency/Municipality:

- I. Acknowledges the terms and conditions of the contract, which is attached hereunto, and agrees to abide by the applicable terms thereof, including but not limited to the terms of the Everbridge Core Platform Agreement, incorporated in the contract as Exhibit "E."
- II. Agrees to abide by the Everbridge Acceptable Use Policy, available via <http://www.everbridge.com/aup> and incorporated into the contract as Exhibit "F."
- III. Agrees to place a "powered by AlertFlorida" icon that shall encompass no greater or less than 10% of the banner image of the County's public-facing opt-in portal(s) for continuity with statewide branding.
- IV. Acknowledges the following authorized uses of the system and agrees to limit the use of the system to those uses, defined by the Division as the following categories of notifications:
  - a. Population protective actions such as evacuation orders, shelter-in-place warnings, boil water notices, and similar actions;
  - b. Emergency preparedness and response information, such as the availability of sandbag stations for flood-fighting efforts, notification of planned or anticipated disruption of municipal services and municipal or commercial utilities, the establishment of emergency shelters, implementation of curfews and other law enforcement security measures, the designation of security zones around specific planned events, the establishment of keywords for event-specific messaging, and other similar messaging that conveys a change in the Agency/Municipality's steady-state operational posture;
  - c. Disaster recovery information, such as the location of disaster recovery centers, availability of voluntary agency or governmental disaster recovery assistance, and updates on debris clearance and the allowance of re-entry into a portion of the subdivision impacted by the a disaster;
  - d. Law enforcement searches for a missing person or a manhunt for escape convicts or suspects evading arrest;
  - e. Automated weather warnings provided by the National Weather Service; and
  - f. Notification and recall of Agency/Municipality employees, contractors, and other response partners that support the activation of the County or Agency/Municipality's Emergency Operations Center or supplement the staffing of existing public safety response and recovery functions, including the staffing of specialty response teams.
- V. Agrees to only utilize the system to notify areas which are appropriate to the legal jurisdiction of the Agency/Municipality, and

- by the appropriate responsible agency for the incident type, as outlined in the BCEM Mass Notification SOP.
- VI. Agrees to designate an individual to serve as a member of the County User Group meetings, to be held by Brevard County Emergency Management.
  - VII. Agrees, upon request of a resident/visitor to be removed from the notification system, to provide for the removal, and notification of removal, of residents and visitors who complete the opt-out form.
  - VIII. Agrees to maintain responsibility for management of administrative access and resident/visitor information in their jurisdiction, and to share registrant data with the county at a frequency determined by the User Group.
  - IX. When an emergency situation occurs that requires notification of the State Watch Office (SWO) per SWO reporting guidelines, in addition to the notification of the public, the Agency/Municipality agrees to notify the County Warning Point through Brevard County Fire Rescue Dispatch Center.
  - X. Agrees to make a reasonable effort to supply the County with requested information about any existing or recent local contracts for mass notification services, for the purpose of assisting the Florida Division of Emergency Management in developing quantitative cost impact and qualitative notification capability measures in support of legislative budget requests for continued funding of the initiative.
  - XI. Acknowledges that Everbridge, Inc. provides additional notification system capabilities and services which are not covered under the contract for the notification system (hereafter referred to as “non-covered services”). If the Agency/Municipality desires to enhance their notification capabilities by adding non-covered services to their organization(s), then the Agency/Municipality will be responsible for any additional costs incurred as a result of adding those services, plus any costs arising from technical support of the non-covered services, payable directly to Everbridge. The Agency/Municipality will notify the County of its intent to add non-covered services prior to deployment, and will provide an additional notification after deployment, with the intent of maintaining visibility on the vendor’s provision of support and maintenance on covered features.

### **3. POINTS OF CONTACT/NOTICES**

The parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact persons named below for resolution or action:

**For the County:**

Kimberly Prosser, Director  
Emergency Management  
1746 Cedar Street  
Rockledge, FL 32955  
Telephone: 321-637-6661  
Email: Michele.Jones@brevardfl.gov

**For the Agency/Municipality:**

Christopher R. Crawford  
1776 Jacks Oates Blvd  
Rockledge, FL 32955  
321-690-3213 ext, 3112  
ccrawford@rockledgepolice.org

**4. TERMINATION OF AGREEMENT**

Either party may terminate this Agreement at any time by providing thirty days' written notice in advance of the termination date to the other party directed to the points of contact specified in paragraph 3 above.

**5. LIABILITY**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity, or the provisions of 768.28, F.S. Nothing herein shall be construed as consent by either party to be sued by third parties.

**As with any system, it is possible that the system may be unavailable. If this occurs during an emergency situation, the Director of BCEM will determine the best way of alerting and notification to the public. BCEM recommends that all government agencies, including those not a party to this MOA, have reliable, redundant systems in place in case of failure of the system.**

**6. ATTACHMENTS**

- A. Attachment 1 – Contract RFQ-DEM-18-19-021 between the Division and Everbridge, Inc.**
- B. Attachment 2 – BCEM Mass Notification SOP**
- C. Attachment 3 – Terms and Conditions**
- D. Attachment 4 – Opt-Out Form**

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

**BREVARD COUNTY  
EMERGENCY MANAGEMENT**

**AGENCY**

By: \_\_\_\_\_  
**Kimberly Prosser, Director**

By: \_\_\_\_\_  
**Name, Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



**Attachment 1 – Contract RFQ-DEM-18-19-021**

## **Attachment 2 – BCEM Mass Notification SOP**

### **Attachment 3 – Terms and Conditions**

You are about to register for alert notifications from Brevard County and Agency. Please read the important information below before proceeding:

The notifications you are registering for will provide voice telephone notifications, email notifications and/or text message notifications.

#### **Privacy Notice**

Brevard County Board of County Commissioners will never use any information submitted on this site for solicitation purposes or sell the information to any third party. Information provided will be used solely for the purpose of providing emergency notifications and is exempt from public records in Florida Statute 119.

#### **Disclaimer and Conditions**

These emergency notifications should NOT be your only source of emergency information – you should also pay attention and monitor other sources such as radio, television, official websites and social media sources and have an All-Hazards NOAA Weather Radio.

Because of unforeseen circumstances and the dynamic nature of some emergencies, the Brevard County Board of County Commissioners cannot guarantee that you will receive a notification every time an emergency occurs.

The Brevard County Board of County Commissioners is not responsible for lost or misdirected notifications, malfunctions of communications equipment, computer equipment or software, or notifications that fail to be transmitted or received due to problems with servers or transmission (e.g., cable, telephone, satellite, etc.), human error or any other cause.

Cellular phone companies may apply a service charge to your bill if you receive alerts via cellular calls and/or text messaging. Brevard County Board of County Commissioners is not responsible for any charges that may be incurred as a result of receiving these alerts on your cell phone or any other device.

Alert services are dependent upon external providers such as your wireless carrier or e-mail delivery service. Brevard County Board of County Commissioners cannot guarantee notifications will be received by the intended recipient.

I understand that the Brevard County Board of County Commissioners does hereby disclaim any and all warranties, expressed or implied, and assumes no legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, process or service provided. I have read, understand and accept these Terms and Conditions. I hereby request that emergency notifications be sent to the listed phone numbers and email address(es), for which I have legal authority to request transmission.

## Attachment 4 – Opt-Out Form

Please read the information below and decide if you wish to opt out of the emergency notices described. If you choose to opt out, you must sign and return this form to the Agency/Municipality in order to be removed from the emergency notices program.

I am aware that Brevard County (Board of County Commissioners) has subscribed to an emergency notices alert system known as Everbridge, Inc., and has offered this system for public safety use to Agency.

Brevard County or Agency may use the alert system to notify the public in circumstances where prompt notice to residents is important to protect life, health or property.

By opting out, I understand the Agency will remove my residential/business information from the system and I will no longer receive any notifications from the County or Agency.

I understand this includes notifications about weather-related emergencies, boil-water notices, space launch anomalies, evacuations due to wildfire or flooding, etc. I will not receive notification by telephone, text, or email.

I acknowledge that the service the County and Agency is providing through the system is a "governmental function".

I choose to be placed on the DO NOT CALL list for alerts issued by the County and this Agency. By signing this release, I waive all claims against the County and the Agency, Everbridge, and their officers, agents and employees in the event that members of my household, customers of my business or I are injured, or my property or my business premises damaged or otherwise adversely affected in the absence of timely notice of any event.

This Opt Out option is permanent.

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number(s): \_\_\_\_\_

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

Signature: \_\_\_\_\_

You may revoke this Opt Out at any time by sending the County written notice (letter) revoking it, or you may register for the notification system, and select which notifications you wish to receive.

Form may be submitted via postal mail to Agency.