

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 5/26/2009

Contract/Lease Control #: C09-1729-PS

Bid #: N/A

Contract/Lease Type: MOU

Award To/Lessee: WALTON COUNTY 911

Lessor/Owner: OKALOOSA COUNTY

Effective Date: 5/19/09 Cost \$N/A

Expiration Date: INDEFINITE

Description of Contract/Lease: REGIONAL 911 CALL ROUTING

Department Manager: PS

Department Monitor: VILLANI

Monitor's Telephone #: 651-7150

Monitor's FAX #: 651-7170

Date Closed: _____

Cc: Finance Dept Contracts & Grants Division

MEMORANDUM OF UNDERSTANDING

**REGIONAL 911 CALL ROUTING
BETWEEN
OKALOOSA COUNTY 911 AND
WALTON COUNTY 911**

THIS MEMORANDUM OF UNDERSTANDING, MADE AND ENTERED INTO THIS 19th day of May, 2009, by and between Okaloosa County and Walton County, herein referred to as parties.

WITNESSETH;

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

- A. WHEREAS, the County E911 Systems are vulnerable to a wide array of failures, disasters, and other emergencies which includes emergency E911 operation conditions caused by system failures, and
- B. WHEREAS, the participating agencies desire to improve the 911 capability and the coordination of the County's and State of Florida E911 System and its local and county agencies of governments to respond to E911 system failures; and
- C. Whereas, the individual Board of County Commissioners are authorized by law and the State 911 Plan to operate the E911 System and;
- D. Whereas, Board of County Commissioners facilitate public safety answering point agencies' requests to participate in the information services provided in the Panhandle Regional Routing System_ provided the parties agree to abide by applicable federal and state laws; administrative code, and all policies, procedures and regulations related to these systems; and
- E. Whereas, the parties retain full control over the management and operation of their systems; and
- F. WHEREAS, the parties recognize the need and benefits to having and maintaining a functional networking routing system for E911 call handling and transfer; and
- G. WHEREAS, the Counties provide assistance to improve the disaster response capabilities of

local governments; and

- H. WHEREAS, the parties represent that they are fully qualified and eligible to receive and to provide the E911 services identified herein.

Therefore, in consideration of the mutual benefits to be derived from this Agreement, the parties do hereby agree as follows:

- A. Use of the Panhandle Regional Routing System and any system accessed via said routing system is restricted to the operation of E911 call routing and data transfer or as otherwise specifically authorized or required by the E911 plan and/or Florida Statutes.
- B. Information obtained from the system files, or computer interfaces to other county systems, by means of access granted through said routing system, can only be used for authorized purposes in compliance with E911 rules, regulations and operating procedures, and state and federal law. It is the responsibility of the parties to insure access to said routing system is for authorized purposes only, and to regulate proper use of the network and information at all times. Parties must establish appropriate written standards, which may be incorporated with existing codes of conduct, for disciplining violators of this and any incorporated policy.
- C. Parties that provide an interface between said routing system and other criminal justice agencies must abide by all of the provisions of this agreement. Agencies that access the routing systems by interfacing through other agencies must, likewise, abide by all provisions of this agreement. An Addendum is required when access to the Panhandle Regional Routing System is provided by the parties to another County.

By accepting access as set forth above, the parties agree to adhere to the following to ensure continuation of access:

A. SCOPE OF WORK

- a. The parties shall fully perform the obligations required to participate in an E911 mutual aid and communications system. The sharing of which will enable all participants to handle emergency 911 calling, accomplish interoperability, inter-agency communications, and system-wide emergency call taking, call handling and call transfer in emergency situations.

- b. The parties shall assist in the creation and maintenance of any database or databases necessary to build and maintain the network(s).
- c. The parties shall agree upon set measures for both alternate and default routing of E911 calling when system or network failures occur during normal operating periods or in times of emergency. The definitions of each shall use the accepted State 911 Plan and National Emergency Number Association (NENA) prescribed definitions.

B. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The parties shall be governed by applicable State and Federal laws, rules and regulations and the State of Florida 911 Plan.

C. SYSTEM NETWORK AND EQUIPMENT

The parties agree to accept responsibility for their equipment purchases and maintenance needed to provide connections as well as their systems network costs including but not limited to:

- a. E911 Gateway Unit (may be shared with other centers at the same location)
- b. Interface modules to E911 systems
- c. Security/firewall devices to E911 systems
- d. Telecommunications lines to SUNCOM/MyFloridaNet network with associated router

D. PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall continue unless terminated earlier in accordance with the provisions of this Agreement.

E. MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each of the participating agencies hereto, and attached to the original of this Agreement.

F. RECORDKEEPING

All records, including supporting documentation of any additional terms and conditions pertaining to records, and all terms and conditions shall be maintained by the User.

G. LIABILITY

- a. The parties agree to be fully responsible to the extent provided by Section 365.171, Florida Statutes, for the negligent acts or omissions or tortuous acts which result in claims or suits and agrees to be liable for any damages proximately caused by said acts or omissions.

Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any contract related to this Agreement.
- b. The participating parties hereto and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party and each party shall hold the other party harmless from and shall defend the other party and its officers and employees against any claim for damages resulting there from.
- c. All privileges and immunities from liability, exemptions from laws, ordinances, and rules, and all pensions and relief, disability, worker's compensation, and other benefits which apply to the activity of officers or employees of either party when performing their respective functions within the territorial limits of their respective agencies shall apply to the same degree and extent to the performance of such functions and duties extra-territorially pursuant to the Agreement.
- d. Except as herein otherwise provided, all liability for injury to personnel, and loss or damages to equipment shall be borne by the party employing such personnel and owning or having a percentage interest in such equipment, and all participating agencies shall carry sufficient insurance to cover all such liability.

H. NOTICE AND CONTACT

- a. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery, by e-mail with delivery receipt confirmed, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.
- b. Since this agreement is entered into, by and between various counties in the State of Florida,

which utilize selective routing in Tallahassee, Okaloosa County shall serve as the information collection and distribution point. The agreements shall also serve as notification of a change to the County 911 Plan in accordance with the State 911 Plan. All communications, written or oral, by the parties relating to this Agreement shall be directed to the:

911 Communications Chief
Okaloosa County Dept of Public Safety
6 11th Ave., Suite G-1
Shalimar, FL 32536
850-689-5607
FAX 850-689-5608

The current 911 Communications Chief for this Agreement is Silvia Womack. She can be contacted for technical assistance relating to this Agreement at the above address, or e-mail swomack@co.okaloosa.fl.us.

- c. The name and address of the Representative of the other party responsible for the administration of this Agreement is:

911 Coordinator
Walton County Emergency Response Division
75 South Davis Lave
Defuniak Springs, FL 32435
850-892-8065
FAX : 850-892-8286

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, address, telephone, fax and e-mail of the new Representative will be rendered to the Okaloosa County 911 Communications Chief as provided above.

I. **TERMS AND CONDITIONS**

The Agreement contains all the terms and conditions agreed upon by the participating parties.

a. TERMINATION

This Agreement may be terminated by the written mutual consent of the participating party. Either party may terminate this Agreement, with or without cause, upon providing advanced written notice of 45 days. Termination for cause includes, but is not limited to, any change in the law that affects either party's ability to substantially perform as originally provided in this Agreement. Should the aforementioned circumstances arise, either party may terminate or modify the Agreement accordingly. In addition, the parties have the option to unilaterally terminate this Agreement. All equipment purchased by the participating party shall remain the property of the participant; however, any jointly owned network hardware, software, or database information shall remain the property of the remaining parties.

b. EFFECT

Nothing in this Agreement is intended or is construed as any transfer or contracting away of the powers or functions of one (1) party to the other(s).

c. DISSEMINATION

Information obtained from the Panhandle Regional Routing System and computer interfaces to other county systems can only be used for E911 purposes and are subject to confidentiality requirements, pursuant to Florida Statutes §365.171 (12), and must be kept in a secure records environment to prevent unauthorized access.

d. MODIFICATIONS:

Modifications to the provisions in this Agreement shall be valid only through execution of a formal Agreement amendment.

e. ACCOUNTABILITY

To the extent provided by the laws of Florida, the parties agree to be responsible for the negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or through the Panhandle Regional Routing System.

f. RELOCATION

Should either party desire to relocate the data circuit(s) and/or equipment connected to said routing

system, the party must provide written notice 90 days in advance of the projected move. All costs associated with the relocation of the equipment and the data circuit(s), including delays in work order dates, will be borne by the entity ordering the work .

g. PROVISIONS INCORPORATED

Each party shall be bound by applicable federal and state laws, federal regulations. Moreover, this Agreement incorporates both present and future law, regulations and rules.

J. SECURITY REQUIREMENTS

Each agency must ensure compliance with the Security Policy and the rules, regulations, policies and procedures established for the State of Florida E911 Plan, which include but are not limited to the following requirements. By accepting access as set forth above, the agency agrees to adhere to the following security policies in order to ensure continuation of that access:

a. Each agency must have a written policy for the protection of information accessed by their personnel for purposes that are not authorized, disclose information to unauthorized individuals, or violate the rules, regulations or operating procedures.

b. PHYSICAL SECURITY - Each party will determine the perimeter for the physical security of devices that access or provide access to regional routing system. Access shall be limited as to allow completion of required duties. The parties must have a written policy that ensures and implements security measures, secures devices that access said system and prevents unauthorized use or viewing of information on these devices. The parties will allow only authorized personnel performing E911 functions to have access to information contained within the regional routing system or other County E911 information system files.

c. ADMINISTRATIVE SECURITY

Each party utilizing information services provided through said routing system must designate an individual agency contact to assist the parties with the information services covered by this agreement.

d. DOCUMENTATION OF NETWORK CONFIGURATION

Each party must maintain, in current status, a complete topological drawing, which depicts the User's network configuration as connected to Regional Routing System This documentation must clearly indicate all network connections, service agencies and interfaces to other information systems,

e. PANHANDLE REGIONAL ROUTING SYSTEM

All parties will ensure only authorized criminal justice agencies or public safety agencies access to the regional routing system via the User's E911 My Florida Net connection.

f. VIRUS PROTECTION SOFTWARE

Each party must ensure all devices with connectivity to regional routing system employ virus protection software and such software shall be maintained in accordance with the software vendor's published updates.

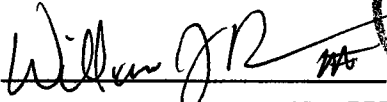
g. COMPUTER SECURITY INCIDENT RESPONSE CAPABILITY

Each party must have a written policy documenting the actions to be taken in response to a possible computer security incident. The policy should include identifying, reporting, investigating and recovery from computer security incidents. The party will immediately notify all participants and users of any suspected compromise of the regional routing system

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the dates indicated below.

Okaloosa County

By:



Name: ~~James D. Curry~~ WILLIAM J. ROBERTS, III

Title: ~~County Administrator~~ CHAIRMAN

Date:

May 19, 2009



Walton County

By:



Name: Sara Comander

Title: Chair Person, Walton County BCC

Date:

4/28/09