MEMORANDUM OF AGREEMENT
BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF NORTH MIAMI DIVISION OF EMERGENCY MANAGEMENT

This Memorandum of Agreement (the "Agreement") is made and entered into by the Florida Division of Emergency Management (hereinafter referred to as the "Division") and the City of North Miami Division of Emergency Management (hereinafter referred to as the "Subdivision").

WHEREAS Section 252.35(2)(a)6, Florida Statutes (2015), (F.S.), requires the Division to establish a system of communications and warning 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 Division has executed contract DEM-16-PG-E4-13-00-22-379 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 Division is funding and providing the notification system at no local cost to eligible subdivisions for the initial contract and all renewal years (ending on June 30, 2019), contingent upon an annual appropriation by the Florida Legislature;

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

WHEREAS the Subdivision desires to utilize the notification system provided by the Division 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.

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 DEM-16-PG-E4-13-00-22-379, but no later than June 30, 2019.

2. DUTIES AND RESPONSIBILITIES

A. Division of Emergency Management

The Division:

I. Has assigned a contract manager for the notification system pursuant to section 287.057(14) F.S. who will enforce the performance of the contract

terms and conditions and serve as a liaison with the contractor, Everbridge Inc.

II. Reserves the right to access any political subdivision's account or organization 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 statewide notification 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 Subdivision as specified in Minimum Support Requirement number eight of the contract's Scope of Work.

B. City of North Miami Division of Emergency Management

The Subdivision:

I. Acknowledges the terms and conditions of the Division's contract, which is attached hereunto, and agrees to abide by the applicable terms thereof, specifically the Everbridge Core Platform Agreement, incorporated in the contract as Exhibit "E" and the Everbridge Acceptable Use Policy, available via http://www.everbridge.com/aup and incorporated in the contract as Exhibit "F."

II. Agrees to place a "powered by AlertFlorida" icon that shall encompass no greater or less than 10% the banner image of the Subdivision's public-facing opt-in portal(s) for continuity with statewide branding.

III. Acknowledges the following authorized uses of the system and agrees to limit use of the system to those uses, defined by the Division as the following categories of notifications:
   a. <u>Population protective actions</u>, such as evacuation orders, shelter-in-place warnings, boil water notices, and similar actions;
   b. <u>Emergency preparedness and response information</u>, such as the availability of sand bag stations for flood-fighting efforts, notification of planned or anticipated disruption of municipal services & 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 Subdivision'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 a disaster;

d. Emergency preparedness exercises, including operational tests of notification capability and public notification of functional or full-scale public safety and emergency management exercises occurring within the jurisdiction;

e. Law enforcement searches for a missing person or a manhunt for escaped convicts or suspects evading arrest;

f. Automated weather warnings provided by the National Weather Service;

g. Notification and recall of Subdivision employees, contractors, and other response partners that support the activation of the Subdivision's Emergency Operations Center or supplement the staffing of existing public safety response and recovery functions, including the staffing of specialty response teams, and;

IV. Acknowledges that while the contract provides access to Integrated Public Alert and Warning System (IPAWS) and Emergency Alert System (EAS) initiation features, the Division will NOT approve requests for Collaborative Operating Group (COG) licenses that originate from political subdivisions below the COUNTY level, as the alerting systems accessible through IPAWS are capable of transmitting alerts across jurisdictional boundaries.

V. Agrees to make a reasonable effort to supply the Division with requested information about any existing or recent local contracts for mass notification services, for the purpose of developing quantitative cost impact and qualitative notification capability measures in support of legislative budget requests for continued funding of the initiative.

VI. Agrees to develop a written Standard Operating Procedure (SOP) that governs access to and use of the notification system within the Subdivision, to include, at minimum, the following topics:

a. Defining the local organization administrator(s);

b. Defining procedures for requesting administrative access within the jurisdiction and the training requirements for granting such access;

c. Establishing a message drafting and approval process;

d. Discussing the difference between "opt-in" and "opt-out" contact data, limiting the use of "opt-out" data to imminent or actual life

threatening emergencies, and considering the time of day when initiating notifications that use "opt-out" data, and;

e. Specifying the responsibility and frequency of periodically reviewing all administrative user accounts within the County's organization(s) to validate the continued relationship and need for access of each current user.

The SOP must be developed within 60 days of the effective date of this agreement and is subject to review by the Division at any time during the agreement.

VII. Acknowledges that Everbridge, Inc. provides additional notification system capabilities and services which are not covered under the Division's contract for the notification system (hereafter referred to as "non-covered services"). If the Subdivision desires to enhance their notification capabilities by adding non-covered services to their organization(s), then the Subdivision 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 Subdivision will notify the Division 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

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 Division:
Andrew Sussman, Special Projects Coordinator/Hurricane Program Manager
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-815-4110
Email: Andrew.sussman@em.myflorida.com

For the Subdivision:
Commander Angelo Brinson
Emergency Manager, City of North Miami
776 NE 125 Street
North Miami, Florida 33161
Telephone: 786-566-9736
Email: abrinson@northmiamifl.gov

4. TERMINATION OF AGREEMENT

The parties may terminate this Agreement at any time upon thirty days' written notice to the points of contact specified herein.

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.

6. ATTACHMENTS

The following attachments are incorporated hereunto by reference:

A. Attachment 1 – Definitions
B. Attachment 2 – Contract DEM-16-PG-E4-13-00-22-379 between the Division and Everbridge, Inc.

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.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By: _____

_____

_____
Date

CITY OF NORTH MIAMI

By: _____
Larry M. Spring, Jr., City Manager

4/12/18
_____
Date

ATTEST:

By: _____
Michael A. Etienne, Esq. , City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Jeff P. H. Cazeau, Esq.
City Attorney

Attachment 1 – Definitions

Account – An account is the access point to the web-based Everbridge Suite platform. Accounts are segmented into Organizations, and are typically segmented further into numerous groups.

Contact - Individuals who may receive notifications from or through the notification system, including any individual person who provides their personal contact information through an opt-in portal.

Opt-In – The process whereby a contact subscribes to receive notifications through an organization-specific web portal, or by sending the subdivision's keyword(s) or zip code(s) to an established SMS short code.

Opt-Out – Contact and address point data loaded into the Everbridge Platform by a political subdivision without the intervention of the contact.

Organization - In the Everbridge Platform, an organization ("Org") contains a contact database and the capability to send notifications. Each Org has a mapping feature that allows users to send notifications based on registered locations of contacts. Orgs can be configured with a variety of settings and users can view and create numerous reports.

User - Individuals assigned roles and granted permission to manage users, manage contacts and groups, edit settings, and/or send notifications within the Everbridge platform.