

**MEMORANDUM OF AGREEMENT BETWEEN
SEMINOLE COUNTY EMERGENCY MANAGEMENT
AND CITY OF CASSELBERRY**

This Memorandum of Agreement (“MOA”) is made and entered into by Seminole County, Florida (“County”) and City of Casselberry (“City”), collectively referred to as “Parties”.

WINESSETH:

WHEREAS, Section 252.35(2)(a)6, Florida Statutes (2024), (F.S), requires the Florida Division of Emergency Management (“FDEM”) 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, including public health emergencies, and can communicate emergency response decisions;

WHEREAS, the FDEM has entered into a contract with Everbridge, Inc. for the provision of statewide alert and mass notification services in support of its AlertFlorida Initiative, hereinafter referred to as the “system,” and has amended the contract twice to extend the termination date to June 30, 2029 (“Contract”);

WHEREAS, the FDEM is funding and providing the notification system at no local cost to eligible political subdivisions/municipalities for the initial contract and all renewal years 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 entered into a Memorandum of Understanding with FDEM on November 13, 2019 (“MOU”), attached hereto and incorporated herein as Attachment “A”, and utilizes the notification system provided by FDEM to transmit alerts, notifications, and other

authorized public safety messaging to residents, businesses, and visitors located in or transiting through the County pursuant to its powers under section 252.38 F.S.;

WHEREAS, the Contract makes the notification system available to Political Subdivisions as defined in Section 1.01, F.S., which includes the City and the County; and

WHEREAS, the MOA permits the County to define local organization administrators of the notification system within its Standard Operating Procedures which govern access to and use of the notification system; and

WHEREAS, the County desires to designate the City as a local organization administrator for the notification system for the limited purpose of alerting citizens of natural, technical, public health, and man-made emergencies, including, but not limited to law enforcement activity, road closures, boil water notices, special event public safety issues/concerns, and public health and safety; and

WHEREAS, the City may be required to notify residents of an incident within its jurisdiction and outside of its jurisdiction when the incident relates to a utility service area operated by the City, by utilizing all available methods of communication to disseminate the warning information as quickly as possible.

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

Section 1. Term of Agreement. This MOA is effective on the date of execution by the last-signing party and shall remain in effect for the duration of the Contract, including renewals, or until the Contract is terminated, whichever occurs first.

Section 2. Duties and Responsibilities.

(a) Seminole County Responsibilities

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 FDEM.

II. Reserves the right to access any City account in the system for purposes of ensuring compliance with this MOA, and to monitor system activity and usage.

III. Will limit the number of personnel with high-level administrative access credentials to the notification 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) Flood Warnings

(C) Hurricane Warnings

(D) Statewide Notifications

(E) Countywide Notifications

VI. Will, upon termination of the Contract, distribute the notification system’s recipient contact data to the City, if so desired.

VII. Will support the City in the setup of the system, and provide account information and guidance throughout setup.

VIII. Will provide the operational plan, "Comprehensive Emergency Management Plan Annex 1: Emergency Public Information and Warning Plan", which includes the procedure for activating the notification system.

IX. Will hold trainings to discuss issues, changes, or concerns with the notification system with all participating administrators, including the City, as applicable.

(b) City Responsibilities

The City:

I. Acknowledges the terms and conditions of the MOA and Contract, attached hereto and incorporated herein as Attachment "A", and agrees to abide by the applicable terms thereof, including but not limited to the terms of the Everbridge End User License Agreement, incorporated in the Contract as Exhibit "C."

II. Agrees to abide by the Everbridge Acceptable Use Policy, available via <http://www.everbridge.com/aup>.

III. Acknowledges the following authorized uses of the system and agrees to limit the use of the notification system to those uses, defined by the MOA as the following categories of notifications:

(A) Population protective actions such as evacuation orders for municipal only (non-countywide events), shelter-in-place warnings, boil water notices, and similar actions;

(B) Emergency preparedness and response information, such as the planned or anticipated disruption of municipal services and municipal or commercial utilities, implementation of municipal curfew and other law enforcement security measures, the designation

of security zones around specific planned events, and other similar messaging that conveys a change in the Agency/Municipality's steady-state operational posture;

(C) Law enforcement searches for a missing person or a manhunt for escape convicts or suspects evading arrest;

(D) Notification and recall of Agency/Municipality employees, contractors, and other response partners that support the activation of the Agency/Municipality's emergency response and recovery functions, including the staffing of specialty response teams.

IV. Agrees to only utilize the system to notify areas that are within the jurisdictional boundary of the City, which includes emergency utility notifications within the City's utility service area but outside of its jurisdictional boundary, and City staff regardless of jurisdiction or location.

V. Agrees to designate an individual to serve as the lead representative for the City, to work with Seminole County Emergency Management.

VI. When an emergency situation occurs that requires notification of the public, the City agrees to notify the Seminole County Office of Emergency Management, as required by Florida Statute for notification of the State Watch Office (SWO) per SWO reporting guidelines.

VII. Monitor and manage user access to the notification system. When an individual leaves the organization (retirement, termination, or similar), the City must remove the user and access.

VIII. Agrees to provide training and instruction to users of the notification system and to monitor acceptable use of the system.

IX. Ensures that the City's use of the notification system in no way negatively impacts the County's use of the system or violates the provisions of the MOA or Contract.

X. Agrees to comply with the Seminole County Emergency Management's Emergency Alert/Warning Systems Standard Operating Procedures, as may be amended from time to time, the current version of which is attached hereto as Attachment "B".

XI. Acknowledges that Everbridge, Inc. provides additional notification system capabilities and services that are not covered under the Contract (hereafter referred to as "non-covered services"). If the City desires to enhance its notification capabilities by adding non-covered services to its organization(s), then the City will be responsible for any additional costs incurred as a result of adding those services, plus any costs arising from the technical support of the non-covered services, payable directly to Everbridge, Inc. The City 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.

Section 3. Points of Contact/Notices. The parties shall direct all matters arising in connection with the performance of this MOA to the attention of the respective contact persons named below for resolution or action:

For the County:

Alan Harris, Director
Office of Emergency Management
150 Eslinger Way
Sanford, Florida 32773
Telephone: 407-665-5102
Email: aharris@seminolecountyfl.gov

For the City:

City Lead: Edward DeJesus, IT Manager
Agency: City of Casselberry
Address: 95 Triplet Lake Dr.
City / Zip: Casselberry, FL 32707
Phone: 407-262-7725 ext. 1134
E-mail: edejesus@casselberry.org

Section 4. Termination of Agreement. Either party may terminate this MOA at any time by providing thirty (30) days' advance written notice to the other party to the points of contact specified in paragraph 3 above.

Section 5. Compensation and Payment. The County agrees to provide the services set forth in this MOA to the City at no cost.

Section 6. 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.

Section 7. Entire Agreement.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this MOA supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof, as well as any previous Agreement presently in effect between the Parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this MOA shall be valid only when expressed in writing, approved by the respective parties and duly executed by the Parties.

Section 8. Severability. If any provision of this MOA or the application of this MOA to any person or circumstance is held invalid, it is the intent of the Parties that the invalidity will not affect other provisions or applications of this MOA which can be given effect without the invalid provision or application, and thus, the provisions of this MOA are declared severable.

Section 9. Counterparts. This MOA may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

Section 10. Attachments. The following attachments are incorporated herein by reference:

(a) Attachment A – Memorandum of Understanding Between the Florida Division of Emergency Management and Seminole County including the State of Florida Division of Emergency Management Contract Number D0003 with Everbridge, Inc. and Amendments #1 and #2

(b) Attachment B – Seminole County Emergency Management’s Emergency Alert/Warning Systems Standard Operating Procedures Updated March 2023

[Balance of this page intentionally blank; attestation page continues on following page]

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
JAY ZEMBOWER, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of
County Commissioners at its _____
20____, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney


NJB

6/17/24 7:9/24

T:\Users\Legal Secretary CSB\Public Safety\2024\MOA Emergency Notification System FORM June17(24).docx

ATTEST:

CITY OF CASSELBERRY


Donna G. Gardner
City Clerk


David Henson, Mayor/Commissioner

Date: 2/24/2025

Approved as to form and legal
sufficiency:



Printed Name: Kristin Eick
Title: City Attorney

ATTACHMENT “A”

ATTACHMENT “B”