

Contract County:

Nassau  
Contract Tracking  
No. CM1730

## AGREEMENT FOR

**E911NET**

Check Participants and Users

## 911 CALL ROUTING FOR FLORIDA PUBLIC SAFETY

THIS AGREEMENT is entered into, by and between various counties in the State of Florida, (hereinafter referred to as the "E911Net Participants"), and the NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS , a county of the State of Florida with headquarters at 96135 Nassau Place, Suite 1, Yulee, Florida 32097 (hereinafter referred to as the "User").

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 and regulate the E911 System and;
- D. Whereas, Board of County Commissioners facilitate public safety answering point agencies' requests to participate in the information services provided on E911Net, provided the User agrees to abide by applicable federal and state laws; administrative code, and all policies, procedures and regulations related to these systems; and
- E. Whereas, E911Net Participating Counties retain full control over the management and operation of E911Net; and
- F. WHEREAS, the participating agencies recognize the need and benefits to having and maintaining a functional networking 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 User represents that it is 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 E911Net Participants and the User do hereby agree as follows:

- A. Use of the E911Net and any system accessed via the E911Net 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 E911Net, 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 User to insure access to E911Net is for authorized purposes only, and to regulate proper use of the network and information at all times. Users must establish appropriate written standards, which may be incorporated with existing codes of conduct, for disciplining violators of this and any incorporated policy.
- C. Users that provide an interface between E911Net and other criminal justice agencies must abide by all of the provisions of this agreement. Agencies that access E911Net systems by interfacing through other agencies must, likewise, abide by all provisions of this agreement. A User Agreement is required when access to E911Net is provided by the User to another agency.

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

A. SCOPE OF WORK

- a. The User shall fully perform the obligations required to participate in an E911 mutual aide 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 User shall assist in the creation and maintenance of any database or databases necessary to build and maintain the network(s).
- c. The participating agencies 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.
- d. Deployment of an E911Net system requires appointment of an individual who can coordinate installation activities at the User's location. The User shall be responsible for assuring the availability of an individual for this purpose. The User will respond in a timely manner to project issues.

#### B. INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the E911Net Participants and the user shall be governed by applicable State and Federal laws, rules and regulations and the State of Florida 911 Plan.

#### C. SYSTEM NETWORK AND EQUIPMENT

Each E911Net Participant agrees to accept responsibility for all equipment purchases and maintenance needed to provide connections as well as an agreed-upon percentage of the 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 two participating agencies 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. User agrees 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 any User 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 agencies 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 agency 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, the Statewide 911 Coordinator 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 E911Net Participants relating to this Agreement shall be directed to the:

Statewide 911 Coordinator  
Department of Management Services  
4030 Esplanade Way, Suite 160C  
Tallahassee, Florida 32399-0950  
Telephone: 850-921-0041  
Fax: 850-922-5313

The current Statewide 911 Coordinator for this Agreement is Wink Infinger. He can be contacted for technical assistance relating to this Agreement at the above address, or e-mail [wink.infinger@dms.myflorida.com](mailto:wink.infinger@dms.myflorida.com).

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

Sheriff T.L. "Tommy" Seagraves, Jr.

Nassau County Sheriff's Office

76001 Bobby Moore Circle

Yulee, Florida 32097

Office: (904) 548-4069

Fax: (904) 225-0443

Email: [tommys@nassaucountysheriff.com](mailto:tommys@nassaucountysheriff.com)

- 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 Statewide 911 Coordinator as provided above.

## I. TERMS AND CONDITIONS

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

### a. TERMINATION

This Agreement may be terminated by the written mutual consent of the participating agencies. 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 User has the option to unilaterally terminate this Agreement. All equipment purchased by the participating agency shall remain the property of the participant; however, any jointly owned network hardware, software, or database information shall remain the property of the remaining participating agencies.

### 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 E911Net 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 User agrees 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 E911Net.

f. RELOCATION

Should the User desire to relocate the data circuit(s) and/or equipment connected to E911Net, the User 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 User.

g. PROVISIONS INCORPORATED

The User 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 E911Net, 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. PERSONNEL BACKGROUND SCREENING and POLICY FOR DISCIPLINE:

The User is required to conduct a background investigation on all 911 call takers, programmers, consultants, other persons employed or utilized to effectuate access to or initiate transmission of E911Net information, and custodial, support, and/or contractor personnel accessing workstation areas unescorted by authorized personnel. Good management practices dictate the investigation should be completed prior to employment, but must, at a minimum, be conducted within the first thirty (30) days of employment or assignment.

Before the background is completed, the following requirements must be met:

- a). The User must submit applicant fingerprints for positive comparison against the state and national criminal history.
- b). If a record of any kind is found, the User will not permit the operator to have access to the system nor access workstation areas.
- c). When identification of the applicant has been established by fingerprint comparison and the applicant appears to be a fugitive, have pending criminal charges; have an arrest history for a felony or serious misdemeanor; have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any felony or serious misdemeanor; or to be under the supervision of the court, the User will refer the matter to the appropriate law enforcement agency for review.
- d). Applicants who have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to a felony, will generally be denied access to the E911Net. Access will also generally be denied to any person with pending charges or who is under court supervision in relation to a criminal offense.
- e). Each agency must have a written policy for discipline of personnel who access E911Net for purposes that are not authorized, disclose information to unauthorized individuals, or violate the rules, regulations or operating procedures.

b. PHYSICAL SECURITY



The User will determine the perimeter for the physical security of devices that access or provide access to E911Net. Access shall be limited as to allow completion of required duties. The User must have a written policy that ensures and implements security measures, secures devices that access E911Net and prevents unauthorized use or viewing of information on these devices. The User will allow only properly screened, authorized personnel performing E911 functions to have access to information contained within the E911Net or other County E911 information system files.

c. ADMINISTRATIVE SECURITY

Each agency utilizing information services provided through E911Net must designate individual agency contacts to assist the E911Net Participants with the information services covered by this agreement.

d. TECHNICAL SECURITY

All E911 calls transmitted over any public network segment must be encrypted as required by the E911 Security Policy.

e. DOCUMENTATION OF NETWORK CONFIGURATION

The User must maintain, in current status, a complete topological drawing, which depicts the User's network configuration as connected to E911Net. This documentation must clearly indicate all network connections, service agencies and interfaces to other information systems,

f. E911NET CONNECTIVITY

The User will ensure only authorized criminal justice agencies or public safety agencies access to the E911Net via the User's E911Net connection.

g. VIRUS PROTECTION SOFTWARE

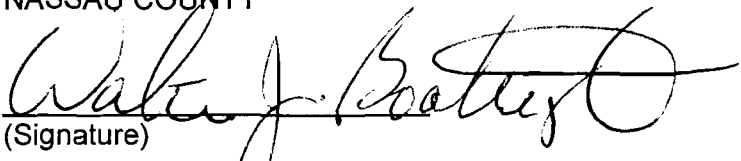
The User must ensure all devices with connectivity to E911Net employ virus protection software and such software shall be maintained in accordance with the software vendor's published updates.

h. COMPUTER SECURITY INCIDENT RESPONSE CAPABILITY

The User 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 User will immediately notify E911Net users of any suspected compromise of the E911Net.

ACKNOWLEDGEMENT: The User hereby acknowledges the duties and responsibilities as set out in this Agreement. The User acknowledges that IN WITNESS HEREOF, the participating agencies hereto have caused this agreement to be executed by the proper officers and officials.

User: NASSAU COUNTY

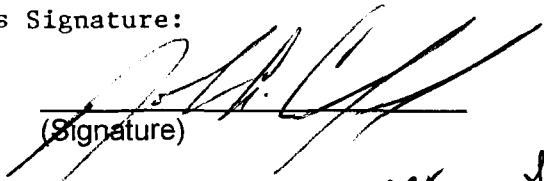
By:   
(Signature)

Name: Walter J. Boatright

Title: Chairman, Board of County Commissioners

Date: 3-28-11

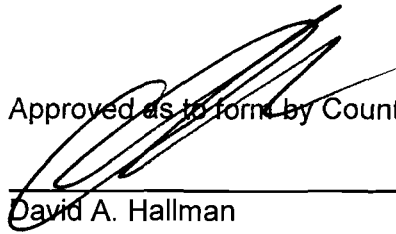
Attestation: Only to Authenticity as to  
Chairman's Signature:

Witness:   
(Signature)

Name: John A. Crawford

Title: Ex-Officio Clerk

*EBK*  
*3/28/11*      *At*  
*3/29/11*

Approved as to form by County Attorney:  
  
David A. Hallman