

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND**  
**MANATEE COUNTY**

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 Manatee County (hereinafter referred to as the "County").

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 County 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 County as specified in Minimum Support Requirement number eight of the contract's Scope of Work.

## **B. Manatee County Government**

### **The County:**

- 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 County'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. 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 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 County'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 County employees, contractors, and other response partners that support the activation of the County's Emergency Operations Center or supplement the staffing of existing public safety response and recovery functions, including the staffing of specialty response teams, and;
  - h. Non-Weather Messages (NWMs) that the County is authorized to broadcast via their IPAWS Alerting Authority including a Civil Danger Warning, Civil Emergency Message, Fire Warning, Hazardous Materials Warning, Local Area Emergency, 911 Telephone Outage Emergency, Nuclear Power Plant Warning, Radiological Hazard Warning, and future NWM's that may become available.
- IV. Acknowledges that access to the Integrated Public Alert and Warning System (IPAWS) and Emergency Alert System (EAS) initiation features available in the system is contingent on the County:
    - a. Acquiring its Collaborative Operating Group (COG) license from the Federal Emergency Management Agency (FEMA), and;
    - b. Registering with the National Weather Service for access to HazCollect.
  - 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 County, 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 County desires to enhance their notification capabilities by adding non-covered services to their organization(s), then the County 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 County 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  
 2555 Shumard Oak Boulevard  
  
 Tallahassee, Florida 32399  
 Telephone: 850-815-4110  
 Email: Andrew.Sussman@em.myflorida.com

**For the County:**

Manatee County  
  
 Attn: Steve Litschauer, Acting Chief of  
 Emergency Management  
 2101 47<sup>th</sup> Terrace East  
 Bradenton, FL 34203  
 Telephone: 941-749-3507

**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:   
(Signature)

Name: KEVIN GUTHRIE  
(Print)

Title: DEPUTY DIRECTOR

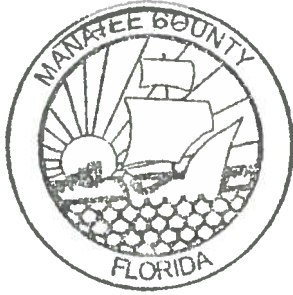
Date: 1/17/2019

**MANATEE COUNTY, FLORIDA,  
a political subdivision of the State of Florida**

By: its Board of County Commissioners

By: *Risilla Mae*  
Chairperson

Date: *11/27/18*



ATTEST: ANGELINA COLONNESO

CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: *Robin Pett, OC*  
Deputy Clerk

## 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.

November 27, 2018 - Regular Meeting  
Agenda Item #57

Approved in Open Session 11/27/18  
Manatee County  
Board of County Commissioners

Subject

Statewide Emergency Notification System

Briefings

None

Contact and/or Presenter Information

Steve Litschauer, Acting Emergency Management Chief

Action Requested

Execute Memorandum of Agreement between the Florida Division of Emergency Management and Manatee County for the use of a statewide alert and mass notification system.

Enabling/Regulating Authority

F.S.S. 252.35(2)(a)6 - 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.

Background Discussion

The Department of Public Safety, Emergency Management Division, is requesting the Board execute a Memorandum of Agreement between the Florida Division of Emergency Management and Manatee County for the use of a statewide alert and mass notification system.

The Manatee County Attorney's office reviewed the agreement and did not identify any legal concerns with the terms and conditions of the proposed agreement. If the County intends to use the Florida alert and mass notification system in emergencies, the Agreement must be signed in the form proposed by the Florida Division of Emergency Management.

The Florida Division of Emergency Management requires that the Manatee County Public Safety Department, Division of Emergency Management, enter into a No-Cost Memorandum of Agreement between the Florida Division of Emergency Management and Manatee County for the provision of a Statewide alert and mass notification system as required by Florida Statute 252.35(2)(a)6, which establishes 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.

Manatee County would agree to the terms and conditions of the Florida State Division of Emergency Management's contract with the Everbridge Inc. Core Platform and agrees to limited use of the system to include:

1. Population protective actions such as evacuation orders, shelter in place warnings, boil water notices and similar actions.
2. Emergency preparedness and response information such as the availability of sand bag stations, notification of the disruption of municipal services or commercial utilities, the establishment of emergency shelters, curfews and other law enforcement security measures.



3. Disaster recovery information such as the locations of recovery centers and updates on debris clearance.
4. Emergency preparedness exercises including operational tests of notification capability and the public notification of emergency management exercises within the County.
5. Law Enforcement Searches for missing persons or manhunts for escaped convicts or suspects evading arrest.
6. Automated weather warnings provided by the National Weather Service.
7. Notification and recall of County employees and contractors that support the County's Emergency Operations Center and the Public Safety response and recovery functions.
8. Non-weather messages including civil danger warnings, civil emergency message, fire warnings, hazardous materials warnings and any other local non-weather emergencies that may occur.

Manatee County previously utilized a similar alerting program through the State that will be discontinued and replaced by the Everbridge Inc. Core Platform for the Statewide alert and mass notification system. The agreement will become effective on the date of execution by the last-signing party and shall remain in effect for the duration of services provided under State contract DEM-16-PG-E4-13-00-22-379, but no later than June 30, 2019.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Morris

Instructions to Board Records

Emergency Management staff will pickup the original signed document from Board Records. Please email Candy Kelly at [candy.kelly@mymanatee.org](mailto:candy.kelly@mymanatee.org) when ready. **C. Kelly notified to pick up orig. document, 11/29/18, RT**

Cost and Funds Source Account Number and Name

\$0.00 001.0007001 Emergency Management

Amount and Frequency of Recurring Costs

\$0.00

Attachment: [Attorney Response Memorandum 11.15.18.pdf](#)

Attachment: [Memorandum of Agreement.pdf](#)



## OFFICE OF THE COUNTY ATTORNEY

MITCHELL O. PALMER, COUNTY ATTORNEY\*  
William E. Clague, Assistant County Attorney  
Sarah A. Schenk, Assistant County Attorney\*\*  
Christopher M. De Carlo, Assistant County Attorney  
Geoffrey K. Nichols, Assistant County Attorney  
Pamela J. D'Agostino, Assistant County Attorney  
Anne M. Morris, Assistant County Attorney  
Katharine M. Zamboni, Assistant County Attorney  
Alexandria C. Nicodemi, Assistant County Attorney

### MEMORANDUM

Date: November 15, 2018

To: Steve Litschauer, Chief, Public Safety Department

Through: Mitchell O. Palmer, County Attorney *by [signature] 11/15/18*

From: Anne Morris, Assistant County Attorney *Am*

**RE: Everbridge Agreement; Statewide Emergency Notification System; CAO Matter No. 2018-0440.**

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This memorandum is in response to the above referenced Request for Legal Services in which you asked this Office to review a proposed Agreement between Manatee County and the Florida Division of Emergency Management for the use of the Florida alert and mass notification services ("Agreement").

The County is not permitted to make any changes to the Agreement. If the County intends to use the Florida alert and mass notification system in emergency situations the Agreement must be signed in the form proposed by the Florida Division of Emergency Management. This Office did not identify any legal concerns with the terms and conditions of the proposed Agreement. The Agreement is in legally sufficient form for future consideration by the Board of County Commissioners.

This Office expresses no opinion on the business decision to enter into this Agreement.

This completes my response to your Request for Legal Services. As always, should you have any related questions, please do not hesitate to contact me.

#### Enclosures

Copies to: Ed Hunzeker, County Administrator  
Dan Schlandt, Deputy County Administrator  
Cheri Coryea, Deputy County Administrator  
Robert Smith, Director, Public Safety Department

\* Board Certified in Construction Law

\*\* Board Certified in City, County, & Local Government Law