

**MEMORANDUM OF UNDERSTANDING (MOU)  
REGARDING A JOINT REGIONAL NEXT GENERATION  
911 GIS PROJECT BETWEEN BAY COUNTY BOARD OF  
COUNTY COMMISSIONERS, CALHOUN COUNTY  
BOARD OF COUNTY COMMISSIONERS, ESCAMBIA  
COUNTY BOARD OF COUNTY COMMISSIONERS,  
FRANKLIN COUNTY BOARD OF COUNTY  
COMMISSIONERS, GULF COUNTY BOARD OF COUNTY  
COMMISSIONERS, HOLMES COUNTY BOARD OF  
COUNTY COMMISSIONERS, JACKSON COUNTY BOARD  
OF COUNTY COMMISSIONERS, LIBERTY COUNTY  
BOARD OF COUNTY COMMISSIONERS, OKALOOSA  
COUNTY BOARD OF COUNTY COMMISSIONERS, SANTA  
ROSA COUNTY BOARD OF COUNTY COMMISSIONERS  
WALTON COUNTY BOARD OF COUNTY  
COMMISSIONERS, AND WASHINGTON COUNTY BOARD  
OF COUNTY COMMISSIONERS**

WHEREAS, this memorandum of understanding ("MOU") is made and entered into by and between the parties Bay County Board Of County Commissioners (hereinafter, Bay BOCC), Calhoun County Board Of County Commissioners (hereinafter, Calhoun BOCC), Escambia County Board Of County Commissioners (hereinafter, Escambia BOCC), Franklin County Board Of County Commissioners (hereinafter, Franklin Calhoun BOCC), Gulf County Board Of County Commissioners (hereinafter, Gulf BOCC), Holmes County Board Of County Commissioners (hereinafter, Holmes BOCC), Jackson County Board Of County Commissioners (hereinafter, Jackson BOCC), Liberty County Board Of County Commissioners (hereinafter, Liberty BOCC), Okaloosa County Board Of County Commissioners (hereinafter, Okaloosa BOCC), Santa Rosa County Board Of County Commissioners (hereinafter, Santa Rosa BOCC), Walton County Board Of County Commissioners (hereinafter, Walton BOCC), and Washington County Board Of County Commissioners (hereinafter, Washington BOCC) who desire to enter a Memorandum of Understanding regarding the parties Joint Regional Next Generation 911 GIS Project.

**I. Purpose**

The Bay BOCC, Calhoun BOCC, Escambia BOCC, Franklin BOCC, Gulf BOCC, Holmes BOCC, Jackson BOCC, Liberty BOCC, Okaloosa BOCC, Santa Rosa BOCC, Walton BOCC and Washington BOCC encompass Emergency Management Region 1. Each BOCC recognizes the need to move toward Next Generation 911 capabilities throughout the region. Each BOCC agrees to participate in the Regional GIS Next Generation 911 Project ("Project"). This MOU will establish the framework through which each individual county will collaborate to implement the Project. Specifically, the counties desire to plan, operate and maintain shared Geographic Information System (GIS) 911 data critical to public safety answering points through Datamark and Rapid Deploy.

## II. Grant Award

The federal government has awarded the State of Florida a Federal NG-911 to help 911 call centers upgrade to Next Generation 911 capabilities. The Florida E911 Board, as grantee, will be distributing federal grant funds to qualifying local governments as subgrantees. The Florida E911 Board has selected Region 1 to be the pilot project. However, each BOCC understands that it will be a sub-grantee. All of the counties agree to accept all the legal responsibilities of a sub-grantee.

## III. Region 1 NG911 GIS Aggregator

Santa Rosa BOCC will serve as the Region 1 NG911 GIS Aggregator. The Aggregator will provide multi-jurisdictional validations for each county's uploaded data and consolidate the data into the system.

## IV. Responsibilities of the Parties

Each county agrees to:

- Develop and enforce procedures to maintain, operate, and enhance the Joint Regional Next Generation 911 GIS Project.
- Ensure confidential data from the shared 911 system is protected.
- Maintain and enforce security requirements for the system.
- Pay for its portion of repair, maintenance, upgrade or other expense related to the Regional Next Generation 911 GIS Project.
- Appoint a Project lead and back-up to work cooperatively with all counties to develop Project timelines and goals.
- Use the grant funds it will receive from the E911 Board and/or Department of Management Services (DMS) in accordance with all State and Federal requirements including any restrictions on the use of funds set forth by the E911 Board and/or DMS.

## V. Information and Ownership

Each county shall retain ownership, control of, and remain the public record custodian of all information it contributes into the shared NG-911 GIS system. Counties may access shared data in the secure network as necessary for the effective operation of the system. Each county shall, at a minimum, provide the NENA required data layers (road centerlines, site/structure address points, emergency services boundaries, PSAP boundary, and provisioning boundaries) in the prescribed NENA data model. Optionally, each county can submit NENAs strongly recommended data layers for aggregation into the system. Each county shall strive to identify and achieve common interests to enhance public safety while maintaining compliance with privacy and public records laws.

## VI. Termination

A. Each county's obligation to perform in accordance this MOU is contingent upon the availability and appropriation of grant funds that are appropriated or allocated for the purpose of carrying out this MOU. Any county may terminate this MOU if it does not receive funds in order to allow it to participate the Region 1 Next Generation 911 Project. Any party wishing to terminate its participation pursuant to this provision shall notify the other parties in writing at least thirty (30) days before withdrawing from the project.

B. All parties agree they will not terminate this MOU prior to the end of the grant project period without the E911 Board and DMS approval. After the grant project period has ended, any party may terminate this agreement upon thirty (30) days notice to all other parties.

C. Any party who terminates its participation in the Project shall bear the cost of any modifications necessary to the shared 911 system necessitated by the termination. No terminating party shall be entitled to a refund of any payments made to improve the shared system.

## VII. Liability

No participating county shall be liable to any other county for any third party claim, which may arise out of the shared 911 system itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The shared 911 system is designed to enhance regional 911 functions and assist emergency services agencies to provide backup to one another in disasters. It is not intended to be a substitute for the exercise of judgment or supervision of individual county professionals or employees. All participating counties acknowledge that the responsibility for providing 911 dispatch and first responder services or other government related services rests with the respective county which is providing such service and not with any other party to this MOU.

## VIII. Notice

All notices required to be given under this MOU shall be deemed sufficient to each party when delivered by email or registered or certified mail to:

Bay County Board of County Commissioners  
c/o County Manager  
850 W 11<sup>th</sup> Street  
Panama City, FL 32401  
bmajka@baycountyfl.gov

Calhoun County Board of County Commissioners  
c/o Kim Tanner  
Calhoun County Sheriff's Office

20776 Central Avenue East  
Blountstown, FL 32424  
(850) 674-9889  
[ktanner@calhounsheriff.com](mailto:ktanner@calhounsheriff.com)

Escambia County Board of County Commissioners  
c/o County Administrator  
221 Palafox Place, Suite 420  
Pensacola, FL 32502  
[jpgilley@myescambia.com](mailto:jpgilley@myescambia.com)

Franklin County Board of County Commissioner  
c/o Renee Brannan  
Franklin County Sheriff's Office  
270 State Rd. 65  
Eastpoint, FL 32328  
[r.brannan@franklinsheriff.com](mailto:r.brannan@franklinsheriff.com)

Gulf County Board of County Commissioners  
c/o Ben Guthrie  
Gulf County Emergency Management  
1000 Cecil G. Costin, Sr. Blvd  
Port St. Joe, FL 32456  
[bguthrie@gulfcounty-fl.gov](mailto:bguthrie@gulfcounty-fl.gov)

Holmes County Board of County Commissioners  
c/o David Corbin  
Project Director  
107 E. Virginia Ave.  
Bonifay, FL 32425  
[brandonjyoungesq@yahoo.com](mailto:brandonjyoungesq@yahoo.com)

Jackson County Board of County Commissioners  
c/o Capt. Jeff Johnson - Jackson County Sheriff's Office  
911 Coordinator  
P.O. Box 919  
Marianna, FL 32447  
[johnsonjl@flcjin.net](mailto:johnsonjl@flcjin.net)  
Liberty County Board of County Commissioners  
c/o Jace Ford

Liberty County Emergency Management  
10979 NW Spring St.  
Bristol, FL 32321  
[LCFORD911@gmail.com](mailto:LCFORD911@gmail.com)

Okaloosa County Board of County Commissioners  
c/o Christine Cooper  
Okaloosa County Sheriff's Office  
50 2<sup>nd</sup> St  
Shalimar, FL 32579

Santa Rosa County Board of County Commissioners  
c/o County Administrator  
6495 Caroline Street  
Milton, FL 32583

Walton County Board of County Commissioners  
c/o Daniel T. Carroll  
Walton County Sheriff's Office  
752 Triple G Rd  
DeFuniak Springs FL 32536

Washington County Board of County Commissioners  
c/o Clint Erickson  
Washington County Sheriff's Office  
1331 South Boulevard  
Chipley, FL 32428  
[clinterickson@weso.us](mailto:clinterickson@weso.us)

**IX. Modifications**

This MOU may be amended by written agreement signed by each of the Board of County Commissioners. Modifications of this MOU do not relieve counties from implementing the content of the approved grant awards. Modifications to this MOU may require approval by the E911 Board and DMS.

**X. Effective Date/Duration**

This MOU shall be effective on the date of the last signature hereon. The term of this

MOU shall be perpetual unless earlier terminated by any party as provided herein.

Signatures continue on next pages

- 1) *Bay County Board of County Commissioners (or designee) -- required*

  
\_\_\_\_\_  
Signature/Date

*Robert Carroll - BOCC Chairman*  
\_\_\_\_\_  
Print Name/Title

- 2) *Calhoun County Board of County Commissioners (or designee) -- required*

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title

- 3) *Escambia County Board of County Commissioners (or designee) -- required*

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title

- 4) *Franklin County Board of County Commissioners (or designee) -- required*

*Riley D Jones / 4-13-2021*  
\_\_\_\_\_  
Signature/Date

*Riley D Jones / BOCC CHAIRMAN*  
\_\_\_\_\_  
Print Name/Title

- 5) *Gulf County Board of County Commissioners (or designee) -- required*

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title

6) *Holmes County Board of County Commissioners (or designee) -- required*

\_\_\_\_\_  
Signature/Date

7) *Jackson County Board of County Commissioners (or designee) -- required*

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title

8) *Liberty County Board of County Commissioners (or designee) -- required*

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title

9) *Okaloosa County Board of County Commissioners (or designee) -- required*

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title

10) *Santa Rosa County Board of County Commissioners (or designee) -- required*

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title

11) *Walton County Board of County Commissioners (or designee) -- required*

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title

*12) Washington County Board of County Commissioners (or designee) -- required*

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Print Name/Title