

Memorandum of Understanding
E911 State Grant Program

Miami-Dade County
Miami-Dade Police Department and
City of Coral Gables

E911 Primary System Upgrade Project

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the City of Coral Gables (hereinafter referred to as CCG) and Miami-Dade County, (hereinafter referred to as the County), a political subdivision of the State of Florida, by and through the Miami-Dade Police Department (hereinafter referred to as the MDPD). The CCG and the MDPD hereinafter will be referred to collectively as the Parties.

WHEREAS, the County shall implement the E911 State Grant Program awarded in an amount up to \$648,843.00 from the State of Florida E911 Board, Grant Number _____.

WHEREAS, these funds will support replacement of the existing E911 call answering solution within CCG 911 Center; and

WHEREAS, the replacement will provide continuous E911 service including maintenance and system upgrades required for new technology equipment, assuring the quality of services delivered to the citizens and visitors of the CCG; and

WHEREAS, this replacement and system upgrade will position the CCG to facilitate maintenance contracts and system upgrades in accordance with the State E911 Plan between the CCG primary Public Safety Answering Point (PSAP), the Call Management System (CMS) backup site, and the Miami-Dade County Regional PSAP; and

WHEREAS, the MDPD is the primary organizational unit and the CCG is the secondary organizational unit; and

WHEREAS, the grant was awarded to the County, the MDPD will be the lead organization, as documented in the local E911 plan; and

WHEREAS, as the lead organization, the MDPD has the primary responsibility to ensure compliance with grant requirements on behalf of the County;

NOW, THEREFORE, BE IT KNOWN that the Parties, in consideration for mutual promises and covenants contained herein, agree to fully and faithfully abide by and be bound by the following terms and conditions:

1. Purpose

The purpose of this MOU is to implement the E911 State Grant program awarded to Miami-Dade County an amount up to \$648,843.00 from the State of Florida E911 Board, Grant Number _____. Authority for his grant initiative was approved by the Board of County Commissioners on _____, Resolution _____ (Attached).

These funds will support the replacement of the existing E911 call answering solution within the City of Coral Gables 911 Center. The replacement will provide continuous E911 service including all maintenance and system upgrade required for the new technology equipment, assuring the quality of services delivered to the citizens and visitors of the City of Coral Gables (CCG). This replacement and system upgrade will position the CCG to facilitate maintenance contracts and system upgrades in

accordance with the State E911 Plan and between the CCG primary PSAP, the CMS backup site, and the Miami-Dade County Regional PSAP.

2. Background

The County Regional PSAP is supported by eight (8) PSAPs including Aventura, Coral Gables, Hialeah, Miami, Miami Beach, Miami-Dade County, Pinecrest, and Homestead Air Reserve Base. The largest primary PSAP is operated by the MDPD. The MDPD 911 System processes calls for 28 municipalities, the Miccosukee Tribal lands, MDPD, and the Miami-Dade Fire Rescue Department. The total call volume of the MDPD E911 Center is over 2.4 million calls per year with 1.4 million being emergency 911 calls. The County E911 Plan is directly tied to the redundancy of the MDPD E911 Center to local PSAPs to provide service to the County. The County Continuity of Operations Plan designates the MDPD PSAP as the operational roll-back for all local PSAPs. The Regional PSAP provides sufficient capacity to meet the increasing service demands of a growing south Florida community. Also, the Regional PSAP is consistent with the State E911 Plan; to implement an E911 system in all areas that is sustainable and redundant.

The CCG is the fifth largest PSAP within the County and provides service to a residential population of 52,000 persons with an approximate total annual 911 call volume of 193,378 calls for services. To effectively process this call volume, the CCG PSAP supports 12 call-taking positions with 11 Centralized Automatic Message Accounting trunks and 11 Administrative lines. The CCG also maintains a backup PSAP site supported with 4 call-taking positions.

The MDPD is the primary organizational unit and the CCG is the secondary organizational unit. With regard to this grant, as the grant was awarded to the County, the MDPD will be the lead organization, as documented in the local E911 Plan. As the lead organization, the MDPD has primary responsibility to ensure compliance with grant requirements on behalf of the County.

3. Responsibilities of the MDPD

The MDPD, as the lead organization, will monitor the implementation of this MOU in accordance with the grant requirements. This includes operational and administrative performance, fiscal management, reporting, and other related grant requirements as may be required by the E911 State Grant Program.

4. Responsibilities of the CCG

- A. Implement the grant project in compliance with the financial and administrative requirements of both the State of Florida and the County. This includes operational and administrative performance, fiscal management, reporting, and other related grant requirements.
- B. Implement appropriate action as may be necessary to maintain grant compliance.
- C. Be responsible, financially, administratively, and otherwise, for any updates and maintenance related to their system(s), the solution in place with all other PSAPs within the County, and supporting the local interoperability communications plan.
- D. Return equipment and/or funds to the County, in the event the CCG PSAP closes.

- E. Provide the MDPD with reporting deadlines and other information necessary to implement the grant funded operations.
- F. Administer the reimbursement process in an efficient manner for timely payments to the County.

5. Reporting Requirements

The E911 State Grant Program has specific financial and administrative requirements, including reporting. In consideration of the MDPD's role as the lead organization and the associated reporting requirements, the CCG shall adhere to the following reporting requirements:

- A. CCG will submit all reports to the MDPD.
- B. Reporting both fiscal and operational, reports shall utilize the required forms to be provided by the MDPD.
 - i. In addition, for any non-compliance issues, Corrective Action Plans must be submitted to address the non-compliance issues, including the non-compliance issue, specific action(s) to be taken to bring the situation into compliance, the entity/personnel responsible, the date to be completed, and a copy of the source documentation for verification upon completion.
 - ii. Fiscal reports must balance to the County financial system, FAMIS, for the reporting period and must include a printout from CCG financial system for the reporting period, the required financial report form, and corresponding backup documentation.

6. Submission of Reports

- A. Reports, including reimbursement requests, must be submitted in accordance with the reporting deadlines provided by the County.
- B. Reports must be signed and dated by authorized personnel.

MDPD, as the lead organization, must ensure compliance with all of the reporting requirements in relation to both financial and programmatic reports. Non-compliance could be treated as a violation of the award agreement. In the event of non-compliance, CCG will be required to submit a corrective action plan (Attachment 3) which stipulates the action to be taken to bring the project into compliance, the time frame for this action, and the person(s) responsible.

7. Non-Compliance and Corrective Action

The State award is a form of contract, outlining terms and conditions. Non-compliance with the reporting requirement is considered a violation of the award agreement. The MDPD may use any customary remedial actions necessary to ensure compliance, as appropriate.

8. Department Representatives

The Point of Contact for the MDPD is:

Name: Major Vanessa Holden, Communications Bureau

Phone Number: (305) 669-7700

E-mail Address: vholden@mdpd.com

The Point of Contact for the CCG is:

Name: Ms. Monica Cardoso

Phone Number: (305) 442-1600

E-mail Address: mcardoso@coralgables.com

9. Term of Grant and Related MOU:

This MOU shall be effective upon signature by all parties and shall be effective through the end of the grant period, _____, to provide for compliance with all grant requirements, both fiscal and administrative (including the deadline for the final reports). Requests for an extension must be made in compliance with grant requirements, including the grant period. NOTE: while the grant provides for a one-year grant term, the right to incur costs under this grant expires two years from receipt of awarded notification letter. However, grant funds can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension.

10. Indemnification

Each party to this MOU agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while participating herein and pursuant to this Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable. "Assume Responsibility" shall mean incurring any and all costs associated with any suit, action, or claim for damages arising from the performance of this Agreement.

10. Amendments

This MOU may be amended as necessary to comply with grant requirements or to modify the scope of work in connection with this initiative, subject to any necessary approvals by the MDPD, and when necessary by the E911 State Grant Program. All amendments shall be in writing and shall be signed by all parties. In the case of the County, the County Mayor or County Mayor's designee are authorized to amend this Memorandum of Understanding.

11. Cancellation

This Agreement may be cancelled by either party upon providing thirty (30) days written notice to the other party. Cancellation will be at the discretion of the Parties; in the case of the CCG, the Chief, and for the MDPD, the County Mayor or County Mayor's designee are authorized to cancel this MOU.

The City of Coral Gables

Monica Cardoso, Communications Manager
Coral Gables Police Department

Date

Raul Pedroso, Acting Assistant Chief
Coral Gables Police Department

Date

Edward J. Hudak, Jr., Chief
Coral Gables Police Department

Date

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Miriam Soler Ramos
City Attorney

Date

Miami-Dade County

Carlos A. Gimenez, Mayor
Miami-Dade County

Date

Juan J. Perez, Director
Miami-Dade Police Department

Date

ATTEST:

Harvey Ruvín, County Clerk
Miami-Dade County, Florida

Date

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Anita Viciano
Assistant County Attorney
Miami-Dade County, Florida

Date