



**GREATER NAPLES FIRE RESCUE DISTRICT
BOARD OF FIRE COMMISSIONERS
Action Item Worksheet**

NEW BUSINESS

Agenda Item: III. D.
Subject: NetMotion Agreement
Meeting Date: July 10, 2024
Prepared By: Chris Wolfe, Interim Fire Chief

Background

In an effort to provide for additional inter-agency cooperation and provide our responders a more stable connection between Collier County PSAP/Dispatch Center and response units we have executed an Interlocal Agreement to leverage the preestablished connection of North Collier Fire Rescue. To establish this connection between CCSO and GNFR would be cost preventive, labor intensive, and require CCSO approval. As a result of these challenges for all fire agencies NCFR has elected to offer their established connection and provide a 'cost passthrough' approach for other agencies to leverage this connection.

Funding Source/Financial Impact

General Fund

Current term cost is \$150.83 per device, currently we have less than 5 on the platform(+/- \$600/annually). Max exposure would be 20-25 devices. I do not anticipate this being during the initial 1-year term.

Recommendation

Approved the Netmotion Interlocal Agreement between Greater Naples Fire Rescue and North Collier Fire Rescue

Potential Motion

I move to approve the Netmotion Interlocal Agreement between Greater Naples Fire Rescue and North Collier Fire Rescue.

Attachment

1. NetMotion Agreement June 11, 2024

**INTERLOCAL AGREEMENT FOR THE USE of MOBILITY VPNS BETWEEN NORTH
COLLIER FIRE CONTROL AND RESCUE DISTRICT AND GREATER NAPLES FIRE
RESCUE DISTRICT**

This interlocal agreement (“Agreement”) is entered into by and between the NORTH COLLIER FIRE CONTROL AND RESCUE DISTRICT, an independent special district of the State of Florida created under Chapter 2015-191, Laws of Florida (the “District”), and GREATER NAPLES FIRE RESCUE DISTRICT, an independent special district of the State of Florida created under Chapter 2014-240, Laws of Florida (“Partnering Agency”), with the District and Partnering Agency, individually known as the “Party” and collectively the “Parties”.

WHEREAS, Section 191.008, Florida Statutes, authorizes the District and the Partnering Agency to establish and maintain emergency medical and rescue response services and acquire and maintain rescue, medical, and other emergency equipment; and

WHEREAS, the Partnering Agency has [summary of powers based on agency type]; and

WHEREAS, the District and Partnering Agency presently maintain and operate emergency service departments, with firefighting, rescue, and emergency medical equipment; and

WHEREAS, Section 163.01, Florida Statutes, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the District has entered into a service agreement with Absolute Secure Access (“Company”) through Insight Public Sector (the service agreement and invoice collectively, the “Service Agreement”, attached as Exhibit A), whereby Company deploys a mobile virtual private network (“VPN”) solution to support the District’s first responders and provides security and mobile productivity by maintaining and optimizing connections to the Collier County dispatch system as District users move in and out of wireless coverage areas and across various networks; and

WHEREAS, the VPN is a shareable system, meaning additional licenses and VPN client software may be acquired to allow other government agencies to utilize; and

WHEREAS, the Partnering Agency has expressed a desire to acquire VPNs and associated software under the District’s Service Agreement and to be designated as a “user”; and

WHEREAS, the District is amendable to allowing the Partnering Agency to acquire licenses through the District’s Service Agreement if the Partnering Agency also agrees to use the District’s anti-virus software (“AV”) and its virus detection and response services (“MDR”) as any breaches of the system could be detrimental to the District, Partnering Agency, and other governmental entities; and

WHEREAS, due to the VPN being a closed system with high security, the Partnering Agency will also be required to utilize the VPN client software; and

WHEREAS, the Parties recognize that the District has or will have agreements related to the AV and MDR as well as other companies associated with the purchase of the VPNs and VPN client software, including Insight Public Sector (“Associated Agreements”) with other companies (“Associated Businesses”); and

WHEREAS, the Parties agree that the District, who is contractually obligated to the Company, is the sole contact person between the Company and the District related to the Service Agreement and all communications to the Company regarding changes must be made through the District; and

WHEREAS, the Parties agree that the District who is contractually obligated under the Associated Agreements to the Associated Businesses, is the sole contact person between the Associated Businesses and the District related to the Associated Agreements and all communications to the Associated Businesses regarding changes must be made through the District; and

WHEREAS, the Partnering Agency recognizes that the District may enter into contracts with other governmental entities related to the Service Agreement; and

WHEREAS, the Parties agree that the District will have the authority to make VPN server configurations but that the District will accommodate any request from the Partnering Agency as long as the District determines that such change will not impact the District or other government agencies; and

WHEREAS, the Parties believe it is mutually advantageous and in the interest of the public health, safety, and welfare of its citizens and visitors to enter into this Agreement, as set forth herein and desire to define their respective responsibilities hereunder.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

1. Recitals. The recitals in the foregoing whereas clauses above are true and correct and are incorporated by reference in this Agreement.

2. Purpose and Scope. This Agreement is entered into between the Parties in accordance with the provisions of Section 163.01, Florida Statutes, to establish and provide for acquiring the VPNs, VPN client software, AV, and MDR (collectively the VPN, VPN client software, AV, and MDR are the “Software”) by the Partnering Agency, in accordance with and subject to the terms and conditions set forth herein.

3. Term of Agreement. The term of this Agreement shall commence on the date a fully executed copy of this Agreement is filed pursuant to Paragraph 23 below with the Clerk of the Circuit Court in Collier County, Florida (“Effective Date”) and continue through June 30, 2025 unless earlier terminated as provided below. The Agreement will automatically renew for four (4) additional one (1) year terms (“Renewal Term”) unless a Party provides written notice to the other Party of its intent to terminate at least ninety (90) days prior to the renewal of the Agreement.

4. District Responsibilities. During the Term or any Renewal Term of this Agreement:

- a. The District shall serve as the liaison between the Partnering Agency and the Company or Associated Businesses, if necessary. The Partnering Agency does not have the authority to make any changes to the Software.
- b. The District shall ensure that the Software updates and revisions are communicated to the Partnering Agency on a timely basis.
- c. Upon receiving a request from the Partnering Agency to revise the Software, the District will submit such request to the Company or Associated Businesses and work with the Company or Associated Businesses to implement such change as long as the District determines

that the requested change does not impact the District or other governmental entities utilizing the Software.

- d. The District shall obtain and provide _____VPN licenses and associated AV and MDR licenses, if necessary, to the Partnering Agency for the use of the Software unless the number of VPN licenses is amended through the Partnering Agency requesting a revised number of licenses. The Parties agree that individual components of the Software may not require a license for the Partnering Agency.
 - e. The District shall be responsible for the District's use of the Software, including the use of the Software by District users.
 - f. The District shall appoint a designated employee for the District to coordinate with the Partnering Agency's designated employee.
5. Partnering Agency Responsibilities. During the Term or any Renewal Term of this Agreement:
- a. The Partnering Agency shall designate a single employee that will have the authority to revise the number of VPN licenses or to propose revisions to the Software. The Partnering Agency shall notify the District in writing the name of the designated employee, which may be changed upon the Partnering Agency providing written notification to the District. If the Partnering Agency is requesting support or other services and needs to communicate with the Company or Associated Businesses, the Partnering Agency will work in conjunction with the District to facilitate such

communications, which may include having the District participate in the initial communication and all or some subsequent communications with the Company or Associated Businesses. The District may in writing elect to allow the Partnering Agency to communicate with the Company or Associated Businesses on a specific support or other services issue without the District's participation.

- b. The only manner in which the Partnering Agency may revise its number of VPN licenses is to notify the District in writing at least ten (10) business days prior of it desires to change the number of VPN licenses it has been provided by the District to the Software under this Agreement.
- c. The Partnering Agency shall be responsible for its use of the Software, including the use of the Software by the Partnering Agency's users.
- d. As set forth in more detail in Paragraph 6 herein below, the Partnering Agency shall annually pay for the cost per license, which includes the VPN, VPN client software, the AV, and the MDR associated with the number of VPN licenses provided to the Partnering Agency ("Annual Software Fees") in accordance with Paragraph 4.d. or as subsequently amended.
- e. If the District incurs any additional support fees or other fees as a result of the Partnering Agency's activities, the Partnering Agency will be responsible for such fees.
- f. The Partnering Agency and its users will timely comply with requirements related to use, confidentiality, and non-disclosure of the Service Agreement.

licenses provided to the Partnering Agency in accordance with Paragraph 4.d., or as subsequently amended. No later than July 15 of a Renewal Term, the District shall bill the Annual Software Fees to the Partnering Agency, who shall then remit payment to the District within fifteen (15) days of receipt.

c. Change in User Licenses.

i. If the Partnering Agency increases the number of VPN licenses provided to it in accordance with Paragraph 4.d., or as subsequently amended, the District shall bill the Partnering Agency the increased Annual Software Fees upon receipt of an invoice from the Company and/or Associated Businesses, and the Partnering Agency shall remit payment to the District within fifteen (15) days of receipt.

ii. If a Partnering Agency decreases the number of VPN licenses provided to it in accordance with Paragraph 4.d., or as subsequently amended, the District shall provide any credit to the Partnering Agency that the District receives from the Company and/or Associated Businesses due to the reduction in licenses within fifteen (15) days of receipt.

d. Support Fees. If the Partnering Agency requires support from the Company and/or Associated Businesses that are outside of the Service Agreement for its own needs, the Partnering Agency is solely responsible for such fees.

The District shall bill the Partnering Agency the support fees upon receipt of an invoice from the Company and/or Associated Businesses, and the Partnering Agency shall remit payment to the District within fifteen (15) days of receipt. If the District requires support from the Company and/or Associated Businesses that are outside of the Service Agreement and for its own needs, then the District is solely responsible for such fees.

e. Other Fees. If the Partnering Agency adds features or additional services to the VPN license or associated license(s), the Partnering Agency is solely responsible for such fees. The District shall bill the Partnering Agency the additional fees upon receipt of an invoice from the Company and/or Associated Businesses, and the Partnering Agency shall remit payment to the District within fifteen (15) days of receipt.

f. Survival. The obligation to pay under this Paragraph 6 survives the termination or expiration of this Agreement.

7. Insurance. Each Party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement.

8. Notices. Any and all notices, requests, or other communications relating to this Agreement or the performance required herein must be given in writing and transmitted by hand delivery, mail delivery service, US Mail, or electronic mail addressed as follows:

To District: North Collier Fire Control and Rescue District
Attention: Fire Chief Eloy Ricardo
1885 Veterans Park Dr.
Naples, Florida 34109
Email: ericardo@northcollierfire.com

With copy to: ebocock@northcollierfire.com

To Partnering Agency: Greater Naples Fire Rescue District
Attention: Fire Chief Chris Wolfe
14575 Collier Blvd.
Naples, Florida 34119

Email: cwolfe@gnfire.org

With copy to: nchesser@gnfire.org

A Party may revise who and where notification shall be provided to by providing the other Party, in writing of such changes, without further amendment to this Agreement.

9. Noncompliance or Default. In the event of noncompliance with any of the terms or conditions of this Agreement, a Party shall provide the noncompliant Party with written notice stating the noncompliance. In the event the noncompliant Party fails to remedy any noncompliance within ten (10) days from the date of receipt of the written notice, the noncompliance shall constitute a default where the notifying Party may immediately terminate this Agreement. The District shall remove the Partnering Agency from the Software immediately upon the failure to remedy any noncompliance as provided for in this paragraph.

10. Termination. Except when a default has occurred, as provided in Paragraph 9, a Party may terminate this Agreement by providing ninety (90) days advance written notice to the other Party. In addition, this Agreement shall automatically terminate if the Service Agreement is terminated by the District or the Company. In addition, if a Partnering Agency's governing board did not authorize the costs owed under this Agreement in its

annual budget, the Partnering Agency shall provide notice of termination in accordance with this paragraph.

11. Compliance with Applicable Law. The Parties will each comply with all applicable federal, state, and local laws, rules, regulations, and guidelines related to their performance under this Agreement.

12. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of immunity limits of liability or sovereign immunity of either the District or Partnering Agency pursuant to Chapter 768, Florida Statutes, and any amendment thereto, or other statute or law. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This paragraph shall survive the termination or expiration of this Agreement.

13. Non-Appropriation. The District's obligation to provide Software under this Agreement and the Partnering Agency's obligation to pay for the Software is subject to the respective governing board authorizing the costs in its annual budget. A Party shall notify the other Party if its respective governing board did not authorize the costs owed under this Agreement in its annual budget within ten (10) days of the adoption of its budget and comply with Paragraph 10.

14. Dispute Resolution; Remedies; Attorney's Fees. Before the commencement of any legal proceedings, in the event that the Parties disagree regarding interpretation of this Agreement, or the fulfillment of obligations required hereunder, the Parties must meet, within thirty (30) days of written request by either Party (the "Initial Meeting"). The District's Fire Chief and the Partnering Agency's Fire Chief shall be in attendance at the

Initial Meeting. Should the dispute not be resolved within thirty (30) days of the Initial Meeting, the Chair of the District's Board of Fire Commissioners and the Chair of the Partnering Agency's governing board shall meet within thirty (30) days in an effort to resolve the dispute (the "Secondary Meeting"). If the dispute is still not resolved within thirty (30) days of the Secondary Meeting, the Parties shall initiate the conflict resolution procedure provided in Chapter 164, Florida Statutes. Should the dispute still not be resolved within thirty (30) days of the dispute resolution procedure provided in Chapter 164, Florida Statutes, the Parties may then pursue any other legal remedies. This Agreement may be enforced in any manner authorized by law and does not preclude any Party from seeking judicial or administrative remedies for violation of the terms and conditions of this Agreement. Each Party shall bear its own costs and attorney's fees related to this matter.

15. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida. The Parties agree that venue lies in Collier County, Florida. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances will, to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be effected thereby and each term, covenant, and condition of this Agreement will be valid and enforced to the fullest extent permitted by law.

16. Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances will, to any extent, be deemed lawfully invalid or unenforceable, the remainder of this Agreement or the application of such term,

covenant, or condition to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be affected thereby and each term, covenant, and condition of this Agreement will be valid and enforced to the fullest extent permitted by law.

17. Authorizations. The Parties represent that the individuals who have signed this Agreement have the actual legal power, right, and authority to enter into this Agreement and bind each respective Party.

18. Binding Effect. This Agreement will be binding upon and inure to the benefit of the Parties and their successors and assigns.

19. Assignment. No Party shall assign this Agreement without the express prior written consent of the other Parties.

20. Waiver and Default. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

21. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and, unless otherwise provided herein, may be amended only in writing, signed by all Parties.

22. Counterparts. The Parties may execute this Agreement in counterparts.

23. Filing. Upon execution, this Agreement shall be filed by the District with the Clerk of the Circuit Court of Collier County, Florida, in accordance with the requirements of Section 163.01(11), Florida Statutes.

Entered into this _____ day of _____, 2024.

**NORTH COLLIER FIRE CONTROL AND
RESCUE DISTRICT**

Witness

J. Christopher Lombardo
Chair

Entered into this _____ day of _____, 2024.

GREATER NAPLES FIRE RESCUE DISTRICT

Witness

Nick Biondo
Chair