

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

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Meeting Date: July 20, 2010	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Department of Public Safety  
Submitted By: Department of Public Safety  
Submitted For: Division of Emergency Management

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I. EXECUTIVE BRIEF



**Motion and Title:** Staff recommends motion to receive and file: the following executed interlocal agreements pertaining to the use of the Geographic-based Alert and Notification System, "Dialogic" with the A) City of Belle Glade; and B) Florida Department of Health, Palm Beach County Health Department.

**Summary:** On August 16, 2005, the Board of County Commissioners approved Agenda Item 3.X.1 (R2006-0799) which authorizes the County Administrator, or his designee, to sign Dialogic agreements with municipalities on behalf of the Board of County Commissioners utilizing a standard agreement format authorizing municipal access to the County's Geographic-based Alert and Notification System (Dialogic). Countywide (GB)

**Background and Policy Issues:** The County's Dialogic System has been in place for over six years and allows Palm Beach County agencies and municipalities to access the system to make approximately 200,000 calls. It has been used for "Amber Alerts", hurricane evacuations, boil water notices, etc. Many municipalities have requested access to the system to provide specific city related notices to their residents. The agreement has been created that will allow municipal access on a secondary need to the County as long as the municipality pays a proportioned fee for the System's maintenance. The agreement establishes the County's responsibilities and the municipality's responsibilities in using the System. The County will retain ownership and management of the System.

- Attachments:**
- 1) Interlocal Agreement between the City of Belle Glade and Palm Beach County
  - 2) Interlocal Agreement between the Palm Beach County Health Department and Palm Beach County

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Recommended by:		6/28/10
	Department Director	Date
Approved By:		6/28/10
	Assistant County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures					
Operating Costs					
External Revenues	(\$9,000)	(\$9,000)	(\$9,000)		
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	* <u>(9000)</u>	<u>(9000)</u>	<u>(9000)</u>		
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Is Item Included In Current Budget? Yes X No       

Budget Account Exp No: Fund 1427 Department 660 Unit 7140 Object Various  
 Rev No: Fund 1427 Department 660 Unit 7140 Object 4900

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

The City of Belle Glade agreement will generate revenue in the amount of \$3,000 annually for 3 years. The Palm Beach County Health Department will generate revenue in the amount of \$6,000 annually for 3 years.

Departmental Fiscal Review: Stephanie Seproka 6/28/10

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Dev. and Control Comments:

\* Contract effective as of date of Interlocal agreements.

[Signature] 7/7/10  
 OFMB 7-2-10  
[Signature] 7/1/10

[Signature] 7/7/10  
 Contract Administration  
 E. Jones 7/5/10

### B. Legal Sufficiency:

[Signature] 7/9/10  
 Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.

## INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement"), made and entered into this 21 day of June 2010, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("COUNTY") and the City of Belle Glade a municipal corporation ("MUNICIPALITY") each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

### WITNESSETH

WHEREAS Section 163.01 of the Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorized 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 COUNTY and the MUNICIPALITY are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the COUNTY and the MUNICIPALITY; and

WHEREAS the COUNTY has committed to purchase, install and operate a Dialogic Geographic-based Alert and Notification System (System) that meets the needs of Palm Beach COUNTY Emergency Management and various Palm Beach COUNTY general government agencies and municipalities; and

WHEREAS the COUNTY and the MUNICIPALITY have determined that the ability to provide consistent, timely geographic-based alerts and notifications to residents and visitors is critical to the effective and efficient provision of public safety and general government services; and

WHEREAS it has been determined mutually beneficial to all Parties to execute this Agreement which sets forth the parameters under which the MUNICIPALITY can directly access the COUNTY's System, saving the taxpayers money of both the COUNTY and the MUNICIPALITY, as well as to receive the public safety benefit of consistent and timely geographic-based alerts and notifications; and

WHEREAS Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately.

NOW THEREFORE in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

## **SECTION 1: PURPOSE**

- 1.01 The purpose of this Agreement is to set forth the parameters under which the COUNTY will make access to its System available to the MUNICIPALITY. This Agreement identifies the conditions of use, the cost of access and on-going use, and the ability of the MUNICIPALITY to participate in the operational decisions relating to the System.
- 1.02 Definitions
  - 1.021 Dialogic Alert: A Geographic-based callout to alert citizens and visitors of an imminent threat to life or property, or an instruction to take immediate protective action. An example of a Dialogic Alert would be an evacuation order.
  - 1.022 Dialogic Notification: A Geographic-based callout to notify citizens and visitors of important or useful information. An example of a Dialogic Notification would be a call notifying a citizen of a license expiration.
  - 1.023 Dialogic System: The Dialogic Geographic-based Alert and Notification System funded, purchased, installed, maintained, and owned by the COUNTY. The system includes a computer server, the GeoCast web software, an ArcIMS license, the Dialogic Communicator NXT 9.2 server, 58 telephone lines, and geocoded maps.
  - 1.024 Dialogic System Administrator: An employee with the Emergency Management Division of the Department of Public Safety responsible for day to day administration and management of the System and the COUNTY's designated contact person pursuant to various sections of this Agreement.
  - 1.025 Agreement: This Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

## **SECTION 2: ADMINISTRATION OF THE COUNTY'S DIALOGIC SYSTEM AND USE PROCEDURES**

- 2.01 The Palm Beach COUNTY Division of Emergency Management is charged with responsibility for administrating the System. Within the Emergency Management Division a position with the title 911 Specialist/Dialogic/Dialogic System Administrator will be the MUNICIPALITY's day to day contact and can be reached at 561-712-6327. The Division of Emergency Management is staffed from 8:00am to 5:00pm, Monday through Friday, excluding COUNTY holidays. After hours emergency contact will be made through the Emergency Management Division's COUNTY Warning Point at 561-712-6428 and the COUNTY Warning Point will notify the on-call Emergency Management Division personnel.
- 2.02 The MUNICIPALITY shall follow all polices, procedures, and standard operating procedures in place at the time of this Agreement, as well as those developed in the future

and issued to the MUNICIPALITY by the Dialogic System Administrator. The MUNICIPALITY agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the COUNTY System.

### **SECTION 3: DIALOGIC GEOGRAPHIC-BASED ALERT AND NOTIFICATION SYSTEM MAINTENANCE PROGRAM**

- 3.01 The System consists of a computer server, the GeoCast web software, an ArcIMS license, the Dialogic Communicator 9.2 server, 58 telephone lines, and geocoded maps.
- 3.02 The COUNTY will perform and coordinate routine and preventative maintenance on the Dialogic System according to its established procedures. This maintenance includes trouble shooting and making all repairs on a 24/7/365 basis as well as performing preventative maintenance on the entire System including, but not limited to, server equipment and databases associated with the System, but not including MUNICIPALITY equipment. COUNTY will coordinate with Dialogic Communications Corporation, the equipment and software System proprietary entity, the maintenance and troubleshooting beyond the COUNTY's control and in the control of Dialogic Communications Corporation as per the COUNTY/Dialogic Communications Corporation maintenance agreement.

### **SECTION 4: MUNICIPALITY RESPONSIBILITIES AND EQUIPMENT**

- 4.01 The MUNICIPALITY Equipment will consist of a designated computer(s) connected to the Internet, each equipped with a web browser compatible with ArcIMS. The MUNICIPALITY will be required to keep its equipment in proper operating condition and ensure a functioning Internet connection to access the System. The MUNICIPALITY is solely responsible for maintenance of their computers, web browsers, and Internet-connectivity.
- 4.02 Within 15 days of the execution of this Agreement, the MUNICIPALITY is to provide the COUNTY with a single MUNICIPAL Representative who is the MUNICIPALITY's single point of contact for matters relating to this Agreement.
- 4.03 Within 15 days of the execution of this Agreement, the MUNICIPALITY is to provide the COUNTY with a list of person/positions who are authorized to utilize the System on behalf of the MUNICIPALITY, under the authority of the MUNICIPAL Representative.
- 4.04 The MUNICIPALITY shall receive certain access codes to the COUNTY's System and shall be responsible to safe guard the code information from release to unauthorized parties. The MUNICIPALITY shall be responsible for notifying the Dialogic System Administrator prior to, or within 2 hours of terminating employees or commercial service providers which had knowledge of the access codes so that the access codes can be modified and the System secured.

- 4.041 Service staff directly employed by the MUNICIPALITY shall be considered authorized to receive access codes for maintenance of the MUNICIPALITY's connection to the System.
- 4.042 Commercial service providers are not considered authorized to receive access codes for the COUNTY system. Agencies that plan to use commercial services for their subscriber maintenance must include confidentiality requirements in their contracts with the commercial service providers. These requirements must be reviewed and approved (which approval will not unreasonably be withheld) by the Dialogic System Administrator prior to the MUNICIPALITY executing its contact with a commercial system provider.
- 4.05 The MUNICIPALITY is solely responsible for the performance and operation of the MUNICIPALITY's equipment and any damages or liability resulting from the use thereof. Should the COUNTY identify malfunctioning MUNICIPALITY -owned equipment, the COUNTY will notify the MUNICIPAL Representative and the MUNICIPALITY shall discontinue use of the specific equipment until repairs are completed. The COUNTY may, after proper notification, disable the connection of the equipment to the System after properly notifying the MUNICIPALITY in writing if the equipment is causing problems with the System.
- 4.06 Nothing in this Agreement shall represent a commitment by the COUNTY or shall be construed as intent by the COUNTY to fund any portion of the MUNICIPALITY's Equipment or Internet connectivity.

#### **SECTION 5: ANNUAL SYSTEM ACCESS AND USAGE CHARGE**

- 5.01 The MUNICIPALITY will be assessed an annual access and usage charge in the amount of \$3,000. The annual access and usage charge may be reviewed every three (3) years beginning October 1<sup>st</sup>, 2013 and adjusted for the following fiscal year by notice to the MUNICIPALITY by the COUNTY's Division of Emergency Management issued by April 1<sup>st</sup>. This adjusted fee will be applicable for the upcoming fiscal year and will automatically become part of this Agreement on October 1<sup>st</sup> of the applicable year.
- 5.02 If the effective date of this Agreement is between November 15<sup>th</sup> and September 30<sup>th</sup>, the MUNICIPALITY will be charged pursuant to section 5.01. This charge will not be prorated.
- 5.03 In the event of any termination of the Agreement, the annual access and usage charge will not be reimbursed.

#### **SECTION 6: BILLING SCHEDULE**

- 6.01 Each November 15<sup>th</sup>, the COUNTY will invoice the MUNICIPALITY for the annual access and usage charge, in the amount of the charge described in Section 5.01.

- 6.02 Upon receipt of any invoice, the MUNICIPALITY will immediately review and report any discrepancies to the COUNTY within 10 days of receipt. Payment will be due to the COUNTY within 30 days of the receipt of the invoice. Payments shall be sent to:

Public Safety Department  
Fiscal Manager  
20 S. Military Trail  
West Palm Beach, FL 33415

Attn: Alert and Notification Interlocal Agreement # \_\_\_\_\_, Invoice # \_\_\_\_\_

## **SECTION 7: COUNTY RESPONSIBILITIES**

- 7.01 The COUNTY shall be responsible for the maintenance and operation of the System. The COUNTY shall notify the MUNICIPAL Representative in advance of scheduled maintenance which impacts the users of the System and shall respond to emergencies in the time frames and according to the procedures identified.
- 7.02 The COUNTY shall be responsible for all costs and fees associated with the operation of the System.
- 7.03 The COUNTY shall be responsible for the management of all payments made pursuant to Section 5.01
- 7.04 The COUNTY shall maintain access to the System throughout the term of this Agreement except for times of scheduled preventative maintenance, where it will be required to disable access to the System for a pre-determined length of time or during times of System failures.
- 7.05 The COUNTY will provide notification of System problems and time for System restoration to the MUNICIPAL Representative or designee if access to the System will be inaccessible for more than two hours.

## **SECTION 8: INDEMNIFICATION AND LIABILITY**

### **8.01 Governmental Agencies:**

Both the COUNTY, through its PUBLIC SAFETY DEPARTMENT, and the MUNICIPALITY, as state agencies or subdivisions of the state, as defined in Section 768.28, F.S. agrees to be fully responsible to the limits set forth in Section 768.28, F.S. for their own negligent acts which result in claims or suits against each party respectively and agrees to be liable to the limits set forth in Section 768.28, F.S., for any damages caused by said acts. Nothing herein shall be construed as a waiver of sovereign immunity by either the COUNTY, through its PUBLIC SAFETY DEPARTMENT or the MUNICIPALITY.

- 8.02 The COUNTY makes no representations about the design and capabilities of the COUNTY System. The MUNICIPALITY has decided to enter into this Agreement and use the COUNTY's System based on its review of the System design, System capability, manufacturing and install details contained in the COUNTY's contract with Dialogic Communications Corporation and subsequent testing data that may exist. The COUNTY agrees to use its best efforts to provide the MUNICIPALITY with the use of the System described in this Agreement, but makes no guarantee as to the continual, uninterrupted use of the System, or its fitness for the alert and notification needs of the MUNICIPALITY.
- 8.03 Neither the COUNTY or the MUNICIPALITY shall be liable to each other and for any third party claim, which may arise out of the services provided hereunder or of the alert and notification System itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The System is designed to assist qualified governmental and emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of those professionals.
- 8.04 The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The COUNTY and the MUNICIPALITY waive all remedies, including, but not limited to, consequential and incidental damages.

#### **SECTION 9: OWNERSHIP OF ASSETS**

All assets and services maintained under **Section 4** of this Agreement will remain assets of the MUNICIPALITY at all times. Parts incorporated into assets owned by the MUNICIPALITY will immediately become a part of the asset and will be the property of the MUNICIPALITY. All other assets involved in the System will remain the COUNTY's, despite the MUNICIPALITY's financial contribution to their maintenance, renewal and replacement.

#### **SECTION 10: TERM OF AGREEMENT**

The initial term of this Agreement is for three (3) years and shall commence upon the date the Agreement is filed with the Clerk of the Circuit Court as provided in Sec.17. Herein, after execution by all entities joining in the Agreement and the Board of COUNTY Commissioners. The Agreement will be automatically renewed for increments of three (3) year terms thereafter unless otherwise notified by the MUNICIPALITY and/or the COUNTY.

#### **SECTION 11: AMENDMENTS TO THIS AGREEMENT**



This Agreement may be amended from time to time by written amendment only executed by COUNTY and the MUNICIPALITY.

#### **SECTION 12: TERMINATION**

This Agreement can be terminated by either party with or without cause. Any termination shall be effective only on October 1<sup>st</sup> of any year and shall be with a minimum of six months notice.

#### **SECTION 13: ANNUAL BUDGET APPROPRIATIONS**

The COUNTY and MUNICIPALITY's performance and obligations to pay pursuant to this Agreement are contingent upon annual appropriation for its purpose by the Board of COUNTY Commissioners and the MUNICIPAL Council.

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#### **SECTION 14: NOTICES**

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the COUNTY:

County Administrator  
301 North Olive Avenue  
West Palm Beach, FL 33401

Director, Public Safety Department  
20 S. Military Trail  
West Palm Beach, FL 33415

With copy to:

Dialogic System Administrator  
20 S. Military Trail  
West Palm Beach, FL 33415

County Attorney's Office  
301 North Olive Avenue  
West Palm Beach, FL 33401

As to the City of Belle-Glade:

City Manager  
110 SW Avenue E  
Belle-Glade, FL 33430

#### **SECTION 15: APPLICABLE LAW/ENFORCEMENT COSTS**

This section shall be governed by the laws of the State of Florida.

#### **SECTION 16: EQUAL OPPORTUNITY PROVISION**

The COUNTY and the MUNICIPALITY agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital or familial status, gender identity and expression or sexual orientation be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of this Agreement.

## **SECTION 17: FILING**

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach COUNTY.

## **SECTION 18: ENTIRE AGREEMENT**

This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions, and understandings between the COUNTY and MUNICIPALITY concerning the System. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon COUNTY or MUNICIPALITY unless reduced to writing and signed by them.

## **SECTION 19: DELEGATION OF DUTY**

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of COUNTY or MUNICIPAL officers.

## **SECTION 20: ACCESS AND AUDITS**

Palm Beach COUNTY has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor and inspect the activities of the MUNICIPALITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.


Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

**PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS**

By: 

 Vincent J. Bonvento  
Assistant County Administrator and  
Director of Public Safety

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: 

County Attorney

ATTEST:

By: 

City of Belle Glade Attorney

CITY OF BELLE GLADE

By: 

Steve Wilson, Mayor

CITY OF BELLE GLADE

By: 

Lomax Harrelle  
City Manager

## INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement"), made and entered into this 25<sup>th</sup> day of May 2010, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("COUNTY") and the Florida Department of Health, Palm Beach County Health Department ("HEALTH DEPARTMENT") each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

### WITNESSETH:

WHEREAS Section 163.01 of the Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorized 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 COUNTY and the HEALTH DEPARTMENT are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the COUNTY and the State of Florida; and

WHEREAS the COUNTY has committed to purchase, install and operate a Dialogic Roster-based Notification Dialogic System ("Dialogic System") that meets the needs of Palm Beach COUNTY Emergency Management and various Palm Beach COUNTY general government agencies and municipalities; and

WHEREAS the COUNTY and the HEALTH DEPARTMENT have determined that the ability to provide consistent, timely notifications to staff and associated personnel is critical to the effective and efficient provision of public safety and general government services; and

WHEREAS it has been determined mutually beneficial to all Parties to execute this Agreement which sets forth the parameters under which the HEALTH DEPARTMENT can directly access the COUNTY's Dialogic System, providing the taxpayers of both the COUNTY and the State of Florida the public safety benefit of consistent and timely roster-based alerts and notifications; and

WHEREAS Section 163.01, Florida Statutes, permits public agencies to enter into inter local agreements with each other to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately.

NOW THEREFORE in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

## **SECTION 1: PURPOSE**

- 1.01 The purpose of this Agreement is to set forth the parameters under which the COUNTY will make access to its Dialogic System available to the HEALTH DEPARTMENT. This Agreement identifies the conditions of use, the cost of access and on-going use, and the ability of the HEALTH DEPARTMENT to participate in the operational decisions relating to the Dialogic System.
- 1.02 Definitions
- 1.021 Dialogic Alert: A roster-based callout to alert staff and associated personnel of an imminent threat to life or property, or an instruction to take immediate protective action. An example of a Dialogic Alert would be an evacuation order.
- 1.022 Dialogic Notification: A roster-based callout to notify staff and associated personnel of important or useful information. An example of a Dialogic Notification would be a call notifying a citizen of a license expiration.
- 1.023 Dialogic System: The Dialogic System funded, purchased, installed, maintained, and owned by the COUNTY. The Dialogic System includes a computer server, the CommunicatorNXT web software, multiple SQL databases, the Dialogic CommunicatorNXT server, 58 telephone lines, and 24 fax-enabled telephone lines.
- 1.024 Dialogic System Administrator: An employee with the Emergency Management Division of the COUNTY's Department of Public Safety responsible for day to day administration and management of the Dialogic System and the COUNTY's designated contact person pursuant to various sections of this Agreement.
- 1.025 Agreement: This Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

## **SECTION 2: ADMINISTRATION OF THE COUNTY DIALOGIC SYSTEM AND USE PROCEDURES**

- 2.01 The Palm Beach COUNTY Division of Emergency Management is responsible for administering the Dialogic system. Within the Emergency Management Division a position entitled "911 Specialist/Dialogic /Dialogic System Administrator" will be the HEALTH DEPARTMENT's day to day contact and can be reached at 561-712-6327. The Division of Emergency Management is staffed from 8:00am to 5:00pm, Monday through Friday, excluding COUNTY holidays. After hours emergency contact will be made through the Emergency Management Division's COUNTY Warning Point at 561-712-6428 and the COUNTY Warning Point will notify the on-call Emergency Management Division personnel.

- 2.02 The HEALTH DEPARTMENT shall follow all policies, procedures, and standard operating procedures in place at the time of this Agreement, as well as those developed in the future and issued to the HEALTH DEPARTMENT by the Dialogic System Administrator. The HEALTH DEPARTMENT agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the COUNTY Dialogic system.

### **SECTION 3: DIALOGIC ROSTER-BASED ALERT AND NOTIFICATION DIALOGIC SYSTEM MAINTENANCE PROGRAM**

- 3.01 The Dialogic System consists of a computer server, the Communicator NXT web software, multiple SQL databases, the Dialogic Communicator NXT server, 58 telephone lines, and 24 fax-enabled telephone lines.
- 3.02 The COUNTY will perform and coordinate routine and preventative maintenance on the Dialogic System according to its established procedures. This maintenance includes trouble shooting and making all repairs on a 24/7/365 basis as well as performing preventative maintenance on the entire Dialogic System including, but not limited to, server equipment and databases associated with the Dialogic System, but not including HEALTH DEPARTMENT equipment. COUNTY will coordinate with Dialogic Corp., the equipment and software Dialogic System proprietary entity, the maintenance and troubleshooting beyond the COUNTY's control and in the control of Dialogic Corp. as per the COUNTY/Dialogic Corp. maintenance agreement.

### **SECTION 4: HEALTH DEPARTMENT RESPONSIBILITIES AND EQUIPMENT**

- 4.01 The HEALTH DEPARTMENT equipment will consist of a designated computer(s) connected to the Internet, each equipped with a web browser. The HEALTH DEPARTMENT shall be required to maintain its equipment in proper operating condition and ensure a functioning Internet connection to access the Dialogic system. The HEALTH DEPARTMENT shall be solely responsible for maintenance of its computers, web browsers, and Internet-connectivity.
- 4.02 Within 15 days of the execution of this Agreement, the HEALTH DEPARTMENT shall provide the COUNTY with a single HEALTH DEPARTMENT Representative in writing who shall be the HEALTH DEPARTMENT's single point of contact for matters relating to this Agreement.
- 4.03 Within 15 days of the execution of this Agreement, the HEALTH DEPARTMENT shall provide the COUNTY in writing with a list of person/positions who are authorized to utilize the Dialogic System on behalf of the HEALTH DEPARTMENT, under the authority of the HEALTH DEPARTMENT Representative.
- 4.04 The HEALTH DEPARTMENT shall receive certain access codes to the COUNTY's Dialogic System and shall be responsible for safe guarding the code information from release to unauthorized parties. The HEALTH DEPARTMENT shall be responsible for

notifying the Dialogic System Administrator prior to, or within 2 hours of terminating employees or commercial service providers which had knowledge of the access codes so that the access codes can be modified and the Dialogic System secured.

- 4.041 Service staff directly employed by the HEALTH DEPARTMENT shall be considered authorized to receive access codes for maintenance of the HEALTH DEPARTMENT's connection to the Dialogic system.
- 4.042 Commercial service providers are not considered authorized to receive access codes for the COUNTY dialogic system. Agencies or departments that plan to use commercial services for subscriber maintenance must include confidentiality requirements in their contracts with the commercial service providers. These requirements must be reviewed and approved (which approval will not unreasonably be withheld) by the Dialogic System Administrator and the COUNTY Attorney's Office prior to the HEALTH DEPARTMENT executing its contract with a commercial Dialogic System provider.
- 4.05 The HEALTH DEPARTMENT is solely responsible for the performance and operation of the HEALTH DEPARTMENT's equipment and any damages or liability resulting from the use thereof. Should the COUNTY identify malfunctioning HEALTH DEPARTMENT -owned equipment, the COUNTY will notify the HEALTH DEPARTMENT Representative and the HEALTH DEPARTMENT shall discontinue use of the specific equipment until repairs are completed. The COUNTY may, after proper notification, disable the connection of the equipment to the Dialogic System after properly notifying the HEALTH DEPARTMENT in writing if the equipment is causing problems with the Dialogic system.
- 4.06 Nothing in this Agreement shall represent a commitment by the COUNTY or shall be construed as intent by the COUNTY to fund any portion of the HEALTH DEPARTMENT's Equipment or Internet connectivity.

#### **SECTION 5: DIALOGIC SYSTEM, ACCESS AND USAGE CHARGE**

- 5.01 A one-time fee of \$3,000.00 (Three Thousand Dollars) will be required by Dialogic Communications Corporation for creation of a database for the HEALTH DEPARTMENT. That fee will be invoiced by Dialogic Communications Corporation directly to the HEALTH DEPARTMENT and paid by the HEALTH DEPARTMENT directly to Dialogic Communications Corporation.
- 5.02 The HEALTH DEPARTMENT will be assessed an annual access and usage charge in the amount of \$6,000.00 (Six Thousand Dollars). The HEALTH DEPARTMENT may pay the three year annual access and usage fee in full (\$18,000-Eighteen thousand dollars) if that is the desired method of payment. The annual access and usage charge may be reviewed every three (3) years beginning October 2013 and adjusted for the following fiscal year by notice to the HEALTH DEPARTMENT by the COUNTY's Division of Emergency Management. This adjusted fee will be applicable for the upcoming fiscal



year and will automatically become part of this Agreement on October 1<sup>st</sup> of the applicable year.

- 5.03 If the effective date of this Agreement is between October 15th and September 30th, the HEALTH DEPARTMENT will be charged pursuant to section 5.02. This charge will not be prorated.
- 5.04 The HEALTH DEPARTMENT agrees that in the event of any termination of the Agreement, the annual access and usage charge shall not be reimbursed.

#### **SECTION 6: BILLING SCHEDULE**

- 6.01 Each November 15<sup>th</sup>, the COUNTY will invoice the HEALTH DEPARTMENT for the annual access and usage charge, in the amount of the charge described in Section 5.02.
- 6.02 Upon receipt of any invoice, the HEALTH DEPARTMENT will immediately review same and report any discrepancies to the COUNTY within 10 days of receipt. Payment will be due to the COUNTY within 30 days of receipt of the invoice. Payments shall be sent to:

Public Safety Department

Finance Director

20 S. Military Trail

West Palm Beach, FL 33415

Attn: Alert and Notification Interlocal Agreement # \_\_\_\_\_, Invoice # \_\_\_\_\_

#### **SECTION 7: COUNTY RESPONSIBILITIES**

- 7.01 The COUNTY shall be responsible for the maintenance and operation of the Dialogic system. The COUNTY shall notify the HEALTH DEPARTMENT Representative in advance of scheduled maintenance which impacts the users of the Dialogic System and shall respond to emergencies in the time frames and according to the procedures identified.
- 7.02 The COUNTY shall be responsible for all costs and fees associated with the operation of the Dialogic system.
- 7.03 The COUNTY shall be responsible for the management of all payments made pursuant to Section 5.
- 7.04 The COUNTY shall maintain access to the Dialogic System throughout the term of this Agreement except for times of scheduled preventative maintenance, where it will be required to disable access to the Dialogic System for a pre-determined length of time or during times of Dialogic System failures.

- 7.05 The COUNTY will provide notification of Dialogic System problems and time for Dialogic System restoration to the HEALTH DEPARTMENT Representative or designee if access to the Dialogic System will be inaccessible for more than two hours.

## **SECTION 8: INDEMNIFICATION AND LIABILITY**

### **8.01 Governmental Agencies:**

Both the COUNTY, through its PUBLIC SAFETY DEPARTMENT, and the HEALTH DEPARTMENT, as state agencies or subdivisions of the state, as defined in Section 768.28, F.S. agrees to be fully responsible to the limits set forth in Section 768.28, F.S. for their own negligent acts which result in claims or suits against each party respectively and agrees to be liable to the limits set forth in Section 768.28, F.S., for any damages caused by said acts. Nothing herein shall be construed as a waiver of sovereign immunity by either the COUNTY, through its PUBLIC SAFETY DEPARTMENT or the HEALTH DEPARTMENT.

- 8.02 The COUNTY makes no representations about the design and capabilities of the COUNTY Dialogic System. The HEALTH DEPARTMENT has decided to enter into this Agreement and use the COUNTY's Dialogic System based on its review of the Dialogic System design, Dialogic System capability, manufacturing and install details contained in the COUNTY's contract with Dialogic Communications Corporation and subsequent testing data that may exist. The COUNTY agrees to use its best efforts to provide the HEALTH DEPARTMENT with the use of the Dialogic System described in this Agreement, but makes no guarantee as to the continual, uninterrupted use of the Dialogic Roster-based Alert and Notification Dialogic system, or its fitness for the alert and notification needs of the HEALTH DEPARTMENT.
- 8.03 Neither the COUNTY or the HEALTH DEPARTMENT shall be liable to each other and for any third party claim, which may arise out of the services provided hereunder or of the alert and notification Dialogic System itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The Dialogic System is designed to assist qualified governmental and emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of those professionals.
- 8.04 The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The COUNTY and the HEALTH DEPARTMENT waive all remedies, including, but not limited to, consequential and incidental damages.

## **SECTION 9: OWNERSHIP OF ASSETS**

All assets and services maintained under **Section 4** of this Agreement will remain assets of the HEALTH DEPARTMENT at all times. Parts incorporated into assets owned by the HEALTH DEPARTMENT will immediately become a part of the asset and will be

the property of the HEALTH DEPARTMENT. All other assets involved in the Dialogic System will remain the COUNTY's, despite the HEALTH DEPARTMENT's financial contribution to their maintenance, renewal and replacement.

#### **SECTION 10: TERMS OF AGREEMENT AND AUTOMATIC RENEWAL**

The initial term of this Agreement is for three (3) years and shall commence upon the date the Agreement is filed with the Clerk of the Circuit Court as provided in Sec.17. Herein, after execution by all entities joining in the Agreement and the Board of COUNTY Commissioners. The Agreement will be automatically renewed for increments of three (3) year terms thereafter unless otherwise notified by the HEALTH DEPARTMENT and/or the COUNTY.

#### **SECTION 11: AMENDMENTS TO THIS AGREEMENT**

This Agreement may be amended from time to time by written amendment only executed by COUNTY and the HEALTH DEPARTMENT.

#### **SECTION 12: TERMINATION**

This Agreement may be terminated by either party with or without cause. Any termination shall be effective only on October 1<sup>st</sup> of any given year and shall be conditioned upon a minimum of six months notice.

#### **SECTION 13: ANNUAL BUDGET APPROPRIATIONS**

The COUNTY and HEALTH DEPARTMENT's performance and obligations for payment pursuant to this Agreement are contingent upon annual appropriation for its purpose by the COUNTY and the HEALTH DEPARTMENT.

#### **SECTION 14: NOTICES**

Any notice given pursuant to the terms of this Agreement shall be in writing and via Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the COUNTY:

COUNTY Administrator  
301 North Olive Avenue  
West Palm Beach, FL 33401

Director, Public Safety Department  
20 S. Military Trail  
West Palm Beach, FL 33415

With copy to:

Dialogic System Administrator  
20 S. Military Trail  
West Palm Beach, FL 33415

COUNTY Attorney's Office  
301 North Olive Avenue  
West Palm Beach, FL 33401

As to the HEALTH DEPARTMENT:

*Alina Alonso* (Director)  
*800 Clematis St*  
*West Palm Beach, FL*  
*33401*

#### **SECTION 15: APPLICABLE LAW/ENFORCEMENT COSTS**

This section shall be governed by the laws of the State of Florida.

#### **SECTION 16: EQUAL OPPORTUNITY PROVISION**

The COUNTY and the HEALTH DEPARTMENT agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital or familial status, gender identity and expression or sexual orientation be excluded from the benefits of, or be subjected to, any form of discrimination under any activity carried out by the performance of this Agreement.

#### **SECTION 17: FILING**

An executed copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach COUNTY, Florida.

#### **SECTION 18: ENTIRE AGREEMENT**

This Agreement and any Exhibits attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions, and understandings between the COUNTY and HEALTH DEPARTMENT concerning the Dialogic system. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon COUNTY or HEALTH DEPARTMENT unless reduced to writing and signed by them.

**SECTION 19: DELEGATION OF DUTY**

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of COUNTY or HEALTH DEPARTMENT officers.

**SECTION 20: ACCESS AND AUDITS**

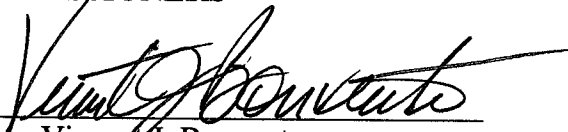
Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor and inspect the activities of the PEDIATRICIAN, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

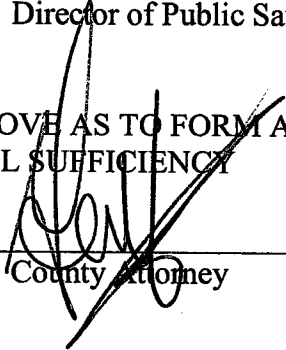
The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

**PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS**

By:   
Vincent J. Bonvento  
Assistant County Administrator and  
Director of Public Safety

APPROVE AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
County Attorney

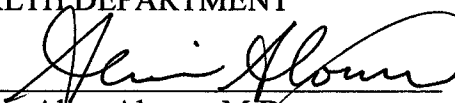
ATTEST:

By:   
Health Department Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_

FLORIDA DEPARTMENT OF  
HEALTH, PALM BEACH COUNTY  
HEALTH DEPARTMENT

By:   
Anna Alonso, M.D.  
Director of Health Department