

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures					
Operating Costs	9,000	9,000	9,000	9,000	9,000
External Revenues	(9,000)	(9,000)	(9,000)	(9,000)	(9,000)
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>0</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)	-				

Is Item Included In Current Budget? Yes X No

Budget Account Exp No: Fund 0001 Department 660 Unit 7140 Object 5121
 Rev No: Fund 0001 Department 660 Unit 7140 Object 4900

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Fund- General Fund
 Unit- Dialogic System Services

Departmental Fiscal Review: Stephanie Seimke 12/28/11

III. REVIEW COMMENTS

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

[Signature] 1/4/2012
 OFMB
 1/4/12
 1/13/12
 1/12/12

[Signature] 1/10/12
 Contract Administration
 1-10-12 BW hecker

B. Legal Sufficiency:
[Signature] 1/2/12
 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 22nd day of December 2011, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("COUNTY") and the TOWN of GULFSTREAM ("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 State of Florida; and

WHEREAS the COUNTY has committed to purchase, install and operate a Dialogic Geographic-based Alert and Notification System ("GeoCast Web") 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 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 MUNICIPALITY 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 geographic-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:

Attachment # /

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 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 Dialogic 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 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 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 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 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 Dialogic system.

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

- 3.01 The Dialogic Geographic-based Alert and Notification 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 Dialogic System including, but not limited to, server equipment and databases associated with the Dialogic System, but not including MUNICIPALITY 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: 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. The MUNICIPALITY shall be required to maintain its equipment in proper operating condition and ensure a functioning Internet connection to access the Dialogic system. The MUNICIPALITY 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 MUNICIPALITY shall provide the COUNTY with a single MUNICIPALITY Representative in writing who shall be 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 shall provide the COUNTY in writing with a list of person/positions who are authorized to utilize the Dialogic System on behalf of the MUNICIPALITY, under the authority of the MUNICIPALITY Representative.
- 4.04 The MUNICIPALITY 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 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 Dialogic 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 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 MUNICIPALITY executing its contract with a commercial Dialogic 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 MUNICIPALITY 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 Dialogic System after properly notifying the MUNICIPALITY 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 MUNICIPALITY's Equipment or Internet connectivity.

SECTION 5: DIALOGIC SYSTEM, ACCESS AND USAGE CHARGE

- 5.01 The MUNICIPALITY will be assessed an annual access and usage charge in the amount of \$1,500 (One Thousand Five Hundred Dollars). The annual access and usage charge may be reviewed every three (3) years beginning October 2014 and adjusted for the following fiscal year by notice to the MUNICIPALITY 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 1st of the applicable year.
- 5.02 If the effective date of this Agreement is between October 15th and September 30th, the MUNICIPALITY will be charged pursuant to section 5.02. This charge will not be prorated.
- 5.03 The MUNICIPALITY 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 15th, the COUNTY will invoice the MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY Representative or designee if access to the Dialogic System will be inaccessible for more than two hours.

SECTION 8: IMDEMNIFICATION 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 Dialogic System. The MUNICIPALITY 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 MUNICIPALITY with the use of the Dialogic System described in this Agreement, but makes no guarantee as to the continual, uninterrupted use of the Dialogic Geographic-based Alert and Notification Dialogic 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 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 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 Dialogic System will remain the COUNTY's, despite the MUNICIPALITY'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 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 may be terminated by either party with or without cause. Any termination shall be effective only on October 1st of any given year and shall be conditioned upon a minimum of six months notice.

SECTION 13: ANNUAL BUDGET APPROPRIATIONS

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

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 MUNICIPALITY:

William Thrasher (City Manager)
100 Sea Road
Gulf Stream, Fl. 33483

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

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 MUNICIPALITY 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 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 MUNICIPALITY 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.

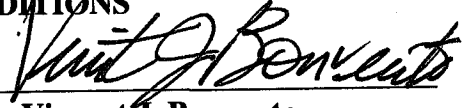
The remainder of this page intentionally left blank.

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

APPROVE AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

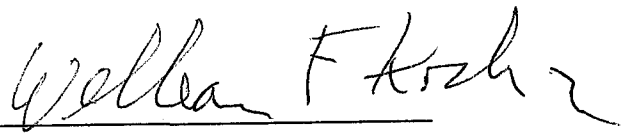
By: 
Vincent J. Bonvento
Assistant County Administrator
and Director of Public Safety

ATTEST:

By: 
Municipal Attorney

Rita L. Taylor
Town Clerk

Town of Gulfstream

By: 
Wellen F. Kosher
Gulfstream Officials Name
Title

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement"), made and entered into this 22nd day of December 2011, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("COUNTY") and the TOWN of HYPOLUXO, a municipal corporation organized and existing under the laws of the State of Florida ("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 State of Florida; and

WHEREAS the COUNTY has committed to purchase, install and operate a Dialogic Geographic-based Alert and Notification System ("GeoCast Web") 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 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 MUNICIPALITY 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 geographic-based alerts and notifications; and

WHEREAS Section 163.01, Florida Statutes, permits public agencies to enter into interlocal 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 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 Dialogic System.
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- 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 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 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 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 Dialogic system.

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

- 3.01 The Dialogic Geographic-based Alert and Notification 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.
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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. The MUNICIPALITY shall be required to maintain its equipment in proper operating condition and ensure a functioning Internet connection to access the Dialogic system. The MUNICIPALITY 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 MUNICIPALITY shall provide the COUNTY with a single MUNICIPALITY Representative in writing who shall be 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 shall provide the COUNTY in writing with a list of person/positions who are authorized to utilize the Dialogic System on behalf of the MUNICIPALITY, under the authority of the MUNICIPALITY Representative.
- 4.04 The MUNICIPALITY 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 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 Dialogic 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 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 MUNICIPALITY executing its contract with a commercial Dialogic 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 MUNICIPALITY 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 Dialogic System after properly notifying the MUNICIPALITY 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 MUNICIPALITY's Equipment or Internet connectivity.

SECTION 5: DIALOGIC SYSTEM, ACCESS AND USAGE CHARGE

- 5.01 The MUNICIPALITY has paid a one-time fee of \$3,000 (Three Thousand Dollars) to the Dialogic Communications Corporation for creation of a database for the MUNICIPALITY.
- 5.02 The MUNICIPALITY will be assessed an annual access and usage charge in the amount of \$1,500 (One Thousand Five Hundred Dollars). 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 MUNICIPALITY 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 1st of the applicable year.
- 5.03 If the effective date of this Agreement is between October 15th and September 30th, the MUNICIPALITY will be charged pursuant to section 5.02. This charge will not be prorated.

- 5.04 The MUNICIPALITY 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 15th, the COUNTY will invoice the MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY 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.
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- 7.05 The COUNTY will provide notification of Dialogic System problems and time for Dialogic System restoration to the MUNICIPALITY Representative or designee if access to the Dialogic System will be inaccessible for more than two hours.

SECTION 8: IMDEMNIFICATION 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 Dialogic System. The MUNICIPALITY 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 MUNICIPALITY with the use of the Dialogic System described in this Agreement, but makes no guarantee as to the continual, uninterrupted use of the Dialogic Geographic-based Alert and Notification Dialogic 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 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 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 Dialogic System will remain the COUNTY's, despite the MUNICIPALITY'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 or designee. 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 may be terminated by either party with or without cause. Any termination shall be effective only on October 1st of any given year and shall be conditioned upon a minimum of six months notice.

SECTION 13: ANNUAL BUDGET APPROPRIATIONS

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

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 MUNICIPALITY:

Mayor Kenneth Schultz
Town of Hypoluxo
7580 South Federal Highway
Hypoluxo, FL 33462

With a copy to:

Hypoluxo Town Attorney
Leonard G. Rubin, P.A.
701 Northpoint Parkway, Suite 209
Hypoluxo, FL 33462

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

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 MUNICIPALITY 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 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 MUNICIPALITY 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.

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.

APPROVE AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: _____

Vincent J. Bonvento

Assistant County Administrator
and Director of Public Safety

TOWN OF HYPOLUXO

By: _____

Kenneth Schultz

Mayor

ATTEST:

By: _____

Barbara Lee Searls

Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

Leonard G. Rubin

Town Attorney

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement"), made and entered into this 22nd day of December 2011, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("COUNTY") and the TOWN of SOUTH PALM BEACH Florida, ("TOWN") a Municipal Corporation, 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, 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 COUNTY and the TOWN are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the COUNTY and the Town; and

WHEREAS the COUNTY has committed to purchase, install and operate a Dialogic Geographic-based Alert and Notification System (the "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 TOWN 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 to be mutually beneficial to all Parties to execute this Agreement which sets forth the parameters under which the TOWN can directly access the COUNTY's System, providing the taxpayers of both the COUNTY and the Town 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 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 System available to the TOWN. This Agreement identifies the conditions of use, the cost of access and on-going use, and the ability of the TOWN 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 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 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 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'S SYSTEM AND USE PROCEDURES

- 2.01 The Palm Beach COUNTY Division of Emergency Management is responsible for administering the System. Within the Emergency Management Division a position entitled "911 Specialist/Dialogic /Dialogic System Administrator" will be the TOWN'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 TOWN 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 TOWN by the System Administrator. The TOWN agrees to comply with any

enforcement actions required by these policies and procedures for misuse or abuse of the System.

SECTION 3: DIALOGIC GEOGRAPHIC-BASED ALERT AND NOTIFICATION DIALOGIC 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 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, GIS Maps and databases associated with the System, but not including the TOWN'S equipment. The COUNTY will coordinate with Dialogic Corp., the equipment and software System proprietary entity, the maintenance and troubleshooting beyond the COUNTY's control and in the control of The Dialogic Corp. as per the COUNTY/Dialogic Corp. maintenance agreement.

SECTION 4: TOWN'S RESPONSIBILITIES AND EQUIPMENT

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

- 4.042 Commercial service providers are not considered authorized to receive access codes for the COUNTY'S System. Towns 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 System Administrator and the COUNTY Attorney's Office prior to the TOWN executing its contract with a commercial System provider.
- 4.05 The TOWN is solely responsible for the performance and operation of the TOWN's equipment and any damages or liability resulting from the use thereof. Should the COUNTY identify malfunctioning TOWN -owned equipment, the COUNTY will notify the TOWN'S Representative and the TOWN 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 TOWN 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 TOWN'S Equipment or Internet connectivity.

SECTION 5: SYSTEM, ACCESS AND USAGE CHARGE

- 5.01 The TOWN will be assessed an annual access and usage charge in the amount of \$1,500 (One Thousand Five Hundred Dollars). The annual access and usage charge may be reviewed every three (3) years beginning October 1, 2014 and adjusted for the following fiscal year by notice to the TOWN by the COUNTY'S Division of Emergency Management by April 1 of the applicable fiscal year. This adjusted fee will be applicable for the upcoming fiscal year and will automatically become part of this Agreement on October 1st of the applicable year.
- 5.02 If the effective date of this Agreement is between October 15th and September 30th, the TOWN will be charged pursuant to section 5.01. This charge will not be prorated.
- 5.03 The TOWN 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 15th, the COUNTY will invoice the TOWN for the annual access and usage charge, in the amount of the charge described in Section 5.01.
- 6.02 The Town may pre-pay any or all of the annual access and usage fee for additional Year(s) as referenced in SECTION 5.01, at its discretion with written notice to the

COUNTY'S Division of EMERGENCY MANAGEMENT of "Intent to Pay", so that an invoice can be generated that will include the service date(s) of the contract.

- 6.03 Upon receipt of any invoice, the TOWN 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 System. The COUNTY shall notify the TOWN'S 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 Dialogic 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 TOWN'S Representative or designee if access to the System will be inaccessible for more than two hours.

SECTION 8: IMDEMNIFICATION AND LIABILITY

- 8.01 Governmental Agencies:

Both the COUNTY, through its PUBLIC SAFETY DEPARTMENT, and the TOWN, as state agencies or subdivisions of the state, as defined in Section 768.28, F.S. agree 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 both agree 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 TOWN.

- 8.02 The COUNTY makes no representations about the design and capabilities of the COUNTY System. The TOWN has decided to enter into this Agreement and use the² System based on its review of the System design, Dialogic System capability, manufacturing and installation 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 TOWN with the use of the System described in this Agreement, but makes no guarantee as to the continual, uninterrupted use of the Dialogic Geographic-based Alert and System, or its fitness for the alert and notification needs of the TOWN.
- 8.03 Neither the COUNTY or the TOWN shall be liable to each other and for any third party claim, which may arise out of the services provided hereunder or of the 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 TOWN 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 TOWN at all times. Parts incorporated into assets owned by the TOWN will immediately become a part of the asset and will be the property of the TOWN. All other assets involved in the System will remain the COUNTY's, despite the TOWN'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 TOWN and/or the COUNTY.

SECTION 11: AMENDMENTS TO THIS AGREEMENT

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

SECTION 12: TERMINATION

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

SECTION 13: ANNUAL BUDGET APPROPRIATIONS

The COUNTY and TOWN's performance and obligations for payment pursuant to this Agreement are contingent upon annual appropriations for this purpose by both the COUNTY and the TOWN.

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 TOWN:

Rex Taylor (Town Manager)
3577 South Ocean Blvd
South Palm Beach Fl 33480

SECTION 15: APPLICABLE LAW/ENFORCEMENT COSTS

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

SECTION 16: EQUAL OPPORTUNITY PROVISION

The COUNTY and the TOWN 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 TOWN 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 TOWN 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 TOWN officers.

SECTION 20: ACCESS AND AUDITS

Palm Beach County has established the Office of the Inspector General by 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 those entities that have entered into agreements with the County, including, its officers, agents, employees, and lobbyists with respect, and limited to the entity's business relationship with the County as created by the particular agreement in order to ensure compliance with contract requirements and in order to detect corruption and fraud relative to the agreement.

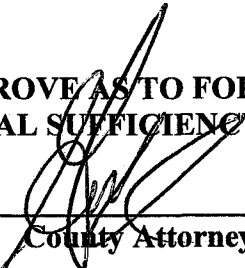
Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049 as amended, and may be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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.

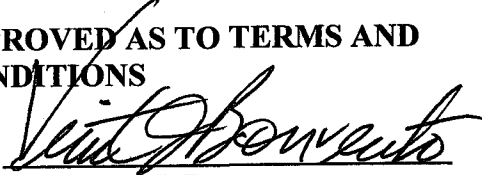
APPROVE AS TO FORM AND
LEGAL SUFFICIENCY

By: _____


County Attorney


APPROVED AS TO TERMS AND
CONDITIONS

By: _____


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

ATTEST:

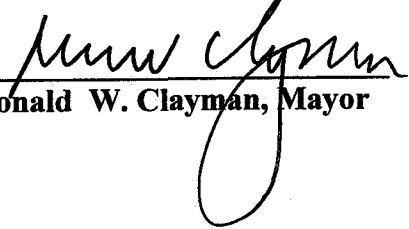
By: _____



Janet K. Whipple,
Town Clerk

Town of South Palm Beach

By: _____


Donald W. Clayman, Mayor

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement"), made and entered into this 22nd day of December 2011, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("COUNTY") and the CITY of ATLANTIS ("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 State of Florida; and

WHEREAS the COUNTY has committed to purchase, install and operate a Dialogic Geographic-based Alert and Notification System ("GeoCast Web") 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 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 MUNICIPALITY 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 geographic-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 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 Dialogic 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 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 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 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 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 Dialogic system.

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

- 3.01 The Dialogic Geographic-based Alert and Notification 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 Dialogic System including, but not limited to, server

equipment and databases associated with the Dialogic System, but not including MUNICIPALITY 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: 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. The MUNICIPALITY shall be required to maintain its equipment in proper operating condition and ensure a functioning Internet connection to access the Dialogic system. The MUNICIPALITY 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 MUNICIPALITY shall provide the COUNTY with a single MUNICIPALITY Representative in writing who shall be 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 shall provide the COUNTY in writing with a list of person/positions who are authorized to utilize the Dialogic System on behalf of the MUNICIPALITY, under the authority of the MUNICIPALITY Representative.
- 4.04 The MUNICIPALITY 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 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 Dialogic 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 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 MUNICIPALITY executing its contract with a commercial Dialogic 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 MUNICIPALITY 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 Dialogic System after properly notifying the MUNICIPALITY 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 MUNICIPALITY's Equipment or Internet connectivity.

SECTION 5: DIALOGIC SYSTEM, ACCESS AND USAGE CHARGE

- 5.01 The MUNICIPALITY has paid a one-time fee of \$3,000 (Three Thousand Dollars) to the Dialogic Communications Corporation for creation of a database for the MUNICIPALITY.
- 5.02 The MUNICIPALITY will be assessed an annual access and usage charge in the amount of \$1500 (One Thousand Five Hundred Dollars). 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 MUNICIPALITY 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 1st of the applicable year.
- 5.03 If the effective date of this Agreement is between October 15th and September 30th, the MUNICIPALITY will be charged pursuant to section 5.02. This charge will not be prorated.
- 5.04 The MUNICIPALITY 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 15th, the COUNTY will invoice the MUNICIPALITY for the annual access and usage charge, in the amount of the charge described in Section 5.02.
- 6.02 The MUNICIPALITY may pre-pay any or all of the annual access and usage fee for additional year(s) as defined in SECTION 5.02, at their discretion with written notice to the COUNTY'S Division of EMERGENCY MANAGEMENT of INTENT to PAY, so that an invoice can be generated.
- 6.03 Upon receipt of any invoice, the MUNICIPALITY 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 MUNICIPALITY 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 MUNICIPALITY Representative or designee if access to the Dialogic System will be inaccessible for more than two hours.

SECTION 8: IMDEMNIFICATION 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 Dialogic System. The MUNICIPALITY 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 MUNICIPALITY with the use of the Dialogic System described in this Agreement, but makes no guarantee as to the continual, uninterrupted use of the Dialogic Geographic-based Alert and Notification Dialogic 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 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 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 Dialogic System will remain the COUNTY's, despite the MUNICIPALITY'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 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 may be terminated by either party with or without cause. Any termination shall be effective only on October 1st of any given year and shall be conditioned upon a minimum of six months notice.

SECTION 13: ANNUAL BUDGET APPROPRIATIONS

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

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 MUNICIPALITY:

Mo Thorton (City Manager)
260 Orange Tree Drive
Atlantis, Florida 33462

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

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 MUNICIPALITY 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 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 MUNICIPALITY 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.

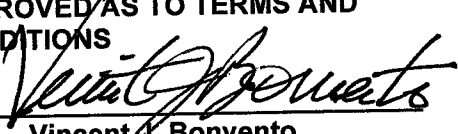
The remainder of this page intentionally left blank.

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

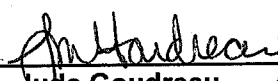
APPROVE AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

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

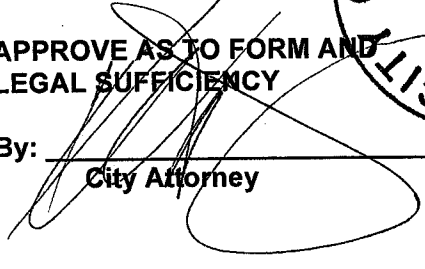
ATTEST:

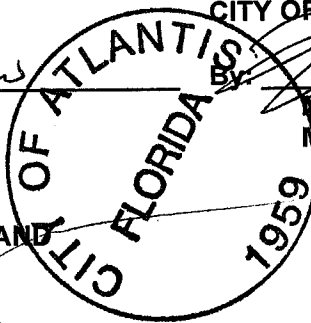
By: 
Jude Goudreau
City Clerk

CITY OF ATLANTIS

By: 
Michael C. Dahlgren
Mayor

APPROVE AS TO FORM AND
LEGAL SUFFICIENCY

By: 
City Attorney



INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement"), made and entered into this 22nd day of December 2011, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("COUNTY") and the TOWN OF LAKE CLARKE SHORES ("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 State of Florida; and

WHEREAS the COUNTY has committed to purchase, install and operate a Dialogic Geographic-based Alert and Notification System ("GeoCast Web") 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 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 MUNICIPALITY 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 geographic-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 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 Dialogic 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 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 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 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 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 Dialogic system.

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

- 3.01 The Dialogic Geographic-based Alert and Notification 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 Dialogic System including, but not limited to, server equipment and databases associated with the Dialogic System, but not including MUNICIPALITY 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: 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. The MUNICIPALITY shall be required to maintain its equipment in proper operating condition and ensure a functioning Internet connection to access the Dialogic system. The MUNICIPALITY 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 MUNICIPALITY shall provide the COUNTY with a single MUNICIPALITY Representative in writing who shall be 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 shall provide the COUNTY in writing with a list of person/positions who are authorized to utilize the Dialogic System on behalf of the MUNICIPALITY, under the authority of the MUNICIPALITY Representative.
- 4.04 The MUNICIPALITY 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 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 Dialogic 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 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 MUNICIPALITY executing its contract with a commercial Dialogic 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 MUNICIPALITY 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 Dialogic System after properly notifying the MUNICIPALITY 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 MUNICIPALITY's Equipment or Internet connectivity.

SECTION 5: DIALOGIC SYSTEM, ACCESS AND USAGE CHARGE

- 5.01 The MUNICIPALITY has paid a one-time fee of \$2,000 (Two Thousand Dollars) to the Dialogic Communications Corporation for creation of a database for the MUNICIPALITY.
- 5.02 The MUNICIPALITY will be assessed an annual access and usage charge in the amount of \$3,000 (Three Thousand Dollars). 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 MUNICIPALITY 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 1st of the applicable year.
- 5.03 If the effective date of this Agreement is between October 15th and September 30th, the MUNICIPALITY will be charged pursuant to section 5.02. This charge will not be prorated.
- 5.04 The MUNICIPALITY 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 15th, the COUNTY will invoice the MUNICIPALITY 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 MUNICIPALITY 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 # _____

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- 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 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 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 Dialogic System will remain the COUNTY's, despite the MUNICIPALITY'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 MUNICIPALITY and/or the COUNTY.

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

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

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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 MUNICIPALITY:

Daniel P. Clark, Town Administrator
Town of Lake Clarke Shores
1701 Barbados Road
Lake Clarke Shores, FL 33406

Mary Pinkerman, Town Clerk
Town of Lake Clarke Shores
1701 Barbados Road
Lake Clarke Shores, FL 33406

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.

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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.

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.

APPROVE AS TO FORM AND
LEGAL SUFFICIENCY

By: _____


County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: _____


Vincent J. Bonvento

 Assistant County Administrator
and Director of Public Safety

ATTEST:

By: _____


Mary Pinkerman, Town Clerk

TOWN OF LAKE CLARKE SHORES

By: _____


Gregory Freebold, Mayor