

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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|                                |     |           |     |                |
|--------------------------------|-----|-----------|-----|----------------|
| Meeting Date: October 16, 2012 | [X] | Consent   | [ ] | Regular        |
|                                | [ ] | Ordinance | [ ] | Public Hearing |

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

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to: **Receive and File** executed agreement with the Town of Manalapan in the amount of \$1,500 for the use of the Geographic-based Notification System, "Dialogic" for a period of three (3) years which commence on October 16, 2012 and are automatically renewed for increments of three (3) year terms thereafter.

**Summary:** The agreement provides access to the County's Geographic-based and/or NXT, roster-based Alert and Notification System (Dialogic System). The County's Dialogic System has been in place for over eight years and allows Palm Beach County agencies, municipalities, State and County Departments to access the dialogic system to make approximately 2,000,000 calls. It has been used for Amber Alerts, hurricane evacuations, boil water notices, etc. Resolution R2006-0799 authorized the County Administrator or his designee to sign Dialogic agreements on behalf of the Board of County Commissioners. **Countywide (PGE)**

**Background and Justification:** Many agencies have requested access to the system to provide specific notices and information to residents and professionals. The agreement has been created to allow access on a secondary need to the County as long as the agency or municipality pay a proportioned fee for the System's maintenance. The agreement establishes the County's responsibilities and the agency's responsibilities in using the System. The County will retain ownership and management of the System.

**Attachment:**

- 1) Town of Manalapan Agreement

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|                 |   |                 |
|-----------------|---|-----------------|
| Recommended by: | <br>Department Director           | 9/25/12<br>Date |
| Approved By:    | <br>Assistant County Administrator | 9/25/12<br>Date |

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact

| Fiscal Years            | <u>2013</u>   | <u>2014</u>   | <u>2015</u>   | <u>2016</u> | <u>2017</u> |
|-------------------------|---------------|---------------|---------------|-------------|-------------|
| Capital Expenditures    | _____         | _____         | _____         | _____       | _____       |
| Operating Costs         | _____         | _____         | _____         | _____       | _____       |
| External Revenues       | (1,500)       | (1,500)       | (1,500)       | _____       | _____       |
| Program Income (County) | _____         | _____         | _____         | _____       | _____       |
| In-Kind Match (County)  | _____         | _____         | _____         | _____       | _____       |
| Net Fiscal Impact       | <u>(1500)</u> | <u>(1500)</u> | <u>(1500)</u> | _____       | _____       |

# ADDITIONAL FTE

POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included In Current Budget? Yes X No \_\_\_\_\_

Budget Account

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

PM Departmental Fiscal Review: Stephanie Sepmoka 9/11/12

## III. REVIEW COMMENTS

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

[Signature] 9/19/2012  
 OFMB 9/19/12 9/19/12

[Signature] 9/20/12  
 Contract Administration

### B. Legal Sufficiency:

[Signature] 10/1/12  
 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 16 day of October 2012, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("COUNTY") and the TOWN of MANALAPAN, Florida, a Municipal Corporation ("the 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, 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 MUNICIPALITY are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the COUNTY and the Municipality; and

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

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

WHEREAS it has been determined to be mutually beneficial to all Parties to execute this Agreement which sets forth the parameters under which the MUNICIPALITY can directly access the COUNTY's System, providing the taxpayers of both the COUNTY and the Municipality 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 MUNICIPALITY. This Agreement identifies the conditions of use, the cost of access and on-going use, and the ability of the MUNICIPALITY to participate in the operational decisions relating to the System.
- 1.02 Definitions
- 1.021 Dialogic Alert: A Geographic-based callout to alert citizens and visitors of an imminent threat to life or property, or an instruction to take immediate protective action. An example of a Dialogic Alert would be an evacuation order.
- 1.022 Dialogic Notification: A Geographic-based callout to notify citizens and visitors of important or useful information. An example of a Dialogic Notification would be a call notifying a citizen of 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 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 System Administrator. The MUNICIPALITY 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 MUNICIPALITY'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 within the control of the Dialogic Corp. as per the COUNTY/Dialogic Corp. maintenance agreement.

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

- 4.01 The MUNICIPALITY's 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 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 the name of a single MUNICIPAL 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 a list of person/positions who are authorized to utilize the System on behalf of the MUNICIPALITY, under the authority of the MUNICIPAL Representative.
- 4.04 The MUNICIPALITY shall receive certain access codes to the COUNTY's System and shall be responsible for safe guarding the code information from release to unauthorized parties. The MUNICIPALITY 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 MUNICIPALITY shall be considered authorized to receive access codes for maintenance of the MUNICIPALITY's connection to the System.
- 4.042 Commercial service providers are not considered authorized to receive access codes for the System. Municipalities 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 MUNICIPALITY executing its contract with a commercial System provider.
- 4.05 The MUNICIPALITY is solely responsible for the performance and operation of the MUNICIPALITY's equipment and any damages or liability resulting from the use thereof. Should the COUNTY identify malfunctioning MUNICIPAL-owned equipment, the COUNTY will notify the MUNICIPAL Representative and the MUNICIPALITY shall discontinue use of the specific equipment until repairs are completed. The COUNTY may, after proper notification, disable the connection of the equipment to the System after properly notifying the MUNICIPALITY in writing if the equipment is causing problems with the System.
- 4.06 Nothing in this Agreement shall represent a commitment by the COUNTY or shall be construed as intent by the COUNTY to fund any portion of the MUNICIPALITY's Equipment or Internet connectivity.

#### **SECTION 5: 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 1, 2015 and adjusted for the following fiscal year by notice to the MUNICIPALITY 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 1<sup>st</sup> 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 5.01. 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 15<sup>th</sup>, the COUNTY will invoice the MUNICIPALITY for the annual access and usage charge, in the amount of the charge described in Section 5.01.
- 6.02 The MUNICIPALITY may pre-pay any or all of the annual access and usage fee for additional year(s) as referenced in SECTIONS 5.01 and 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 that will include the service date(s) of the contract.
- 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

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

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

### **8.01 Governmental Agencies:**

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

8.02 The COUNTY makes no representations about the design and capabilities of the System. The MUNICIPALITY has decided to enter into this Agreement and use the System based on its review of the System design, 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 MUNICIPALITY with the use of the System described in this Agreement, but makes no guarantee as to the continual, uninterrupted use of the System, or its fitness for the alert and notification needs of the MUNICIPALITY.

8.03 Neither the COUNTY or the MUNICIPALITY shall be liable to each other and for any third party claim, which may arise out of the services provided hereunder or of the System itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The System is designed to assist qualified governmental and emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of those professionals.

8.04 The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The COUNTY and the MUNICIPALITY waive all remedies, including, but not limited to, consequential and incidental damages.

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

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



## **SECTION 10: 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, but only by written amendment executed by the 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 1<sup>st</sup> of any given year and shall be conditioned upon a minimum of six months notice.

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

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

Linda A. Stumpf (Town Manager)  
600 South Ocean Blvd.  
Manalapan, Florida  
33462-3398

Carmen Mattox (Municipal Representative)  
600 South Ocean Blvd.  
Manalapan, Florida  
33462-3398

#### **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 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 System. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon COUNTY or MUNICIPALITY unless reduced to writing and signed by them.

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

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

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

The MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the MUNICIPALITY 'S place of business.

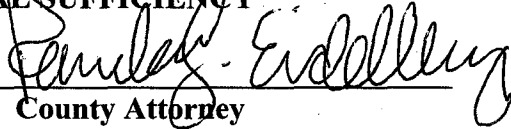
Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to 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 interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, 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.

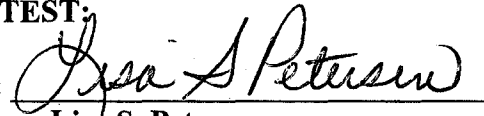
APPROVE AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
County Attorney

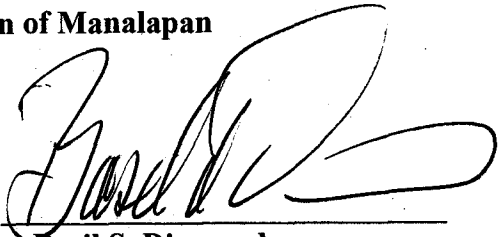
APPROVED AS TO TERMS AND  
CONDITIONS

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

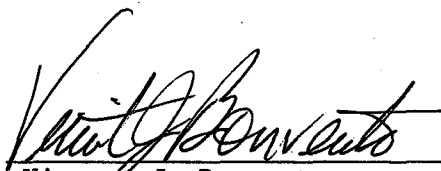
ATTEST:

By:   
Lisa S. Petersen,  
Town Clerk

Town of Manalapan

By:   
Basil S. Diamond,  
Mayor

Palm Beach County, Florida by its  
Board of County Commissioners

By:   
Vincent J. Bonvento  
Director of Public Safety