

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	<u>(4,500)</u>	<u>(3,000)</u>	<u>(3,000)</u>	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>(4,500)</u> =====	<u>(3,000)</u> =====	<u>(3,000)</u> =====	=====	=====

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included In Current Budget? Yes X No _____

Budget Account Rev No: Fund 0001 Dept. 660 Unit 7140 Object 4900

Reporting Category _____

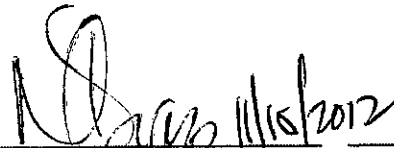
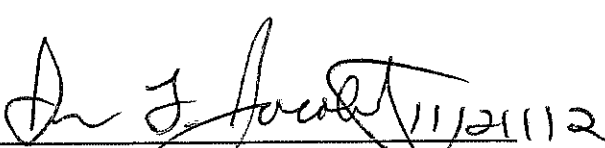
B. Recommended Sources of Funds/Summary of Fiscal Impact:

This program is already fully funded. The income from PBSO will offset the County's operating cost of the Dialogic system.


C. Departmental Fiscal Review: Stephanie Sejnora 11/7/12

III. REVIEW COMMENTS

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

 _____ OFMB 11/14/12 11/15/12 J	 _____ Contract Administration 11-21-12 B Wheeler
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B. Legal Sufficiency:



 Assistant County Attorney

C. Other Department Review:

 Department Director

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

MEMORANDUM OF UNDERSTANDING BETWEEN
PALM BEACH COUNTY
AND
PALM BEACH COUNTY SHERIFF'S OFFICE

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU" or "Agreement") is hereby made and entered into this 6th day of November 2012, by and between PALM BEACH COUNTY (hereinafter referred to as the "COUNTY") and the PALM BEACH COUNTY SHERIFF'S OFFICE, (hereinafter referred to as PBSO).

WHEREAS the COUNTY, through it's Department of Public Safety, Division of Emergency Management staff (hereinafter "PUBLIC SAFETY" or "Emergency Management" or "Public Safety/EM") and PBSO 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 PUBLIC SAFETY has committed to purchase, install and operate a Dialogic Roster-based Notification Dialogic System ("Dialogic System") and Geographic-based Alert and Notification System ("GeoCast Web") that meets the needs of the COUNTY and various Palm Beach County Public Safety/Emergency Management general government agencies and municipalities; and

WHEREAS PUBLIC SAFETY and PBSO 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 to be mutually beneficial to all Parties to execute this MOU which sets forth the parameters under which PBSO can directly access the COUNTY's Dialogic System, providing the taxpayers of Palm Beach County the public safety benefit of consistent and timely roster-based alerts and notifications and Geographical alerts and notifications.

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 MOU is to set forth the parameters under which the COUNTY will allow PBSO access to its Dialogic System. This MOU identifies the conditions of use, the cost of access and on-going use, and the right of PBSO to make its own operational decisions relating to the Dialogic System.

1.02 Definitions

- 1.021 Dialogic Alert: A roster-based callout or Geographic-based callout to alert staff and associated personnel of an imminent threat to life or property, or an instruction to take immediate protective action. An example of a Dialogic Alert would be an evacuation order.
- 1.022 Dialogic Notification: A roster-based callout or Geographic-based callout to notify staff and associated personnel of important or useful information. An example of a Dialogic Notification would be a call notifying a citizen of a license expiration.
- 1.023 Dialogic System: The Dialogic System funded, purchased, installed, maintained, and owned by the Public Safety/EM. The Dialogic System includes a computer server, the CommunicatorNXT web software, the GeoCast web software, an ArcIMS license, the multiple SQL databases, the Dialogic CommunicatorNXT server, 58 telephone lines, and 24 fax-enabled telephone lines and geocoded maps.
- 1.024 Dialogic System Administrator: An employee with the County Division of Emergency Management's Department of Public Safety responsible for day to day administration and management of the Dialogic System and the Public Safety/EM's designated contact person pursuant to various sections of this MOU.
- 1.025 Agreement: This MOU, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

SECTION 2: ADMINISTRATION OF THE PUBLIC SAFETY/EM DIALOGIC SYSTEM AND USE PROCEDURES

- 2.01 The Department of Public Safety, Division of Emergency Management personnel are responsible for administering the Dialogic system for the COUNTY. The day-to-day contact person for the COUNTY under this MOU is the "911 Specialist/Dialogic/Dialogic System Administrator," whose phone number is 561-712-6327. The Division of Emergency Management is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. For after hours emergency contact, PBSO may call the Emergency Management Division's Warning Point at 561-712-6428 and the Warning Point will notify the on-call Emergency Management Division personnel.
- 2.02 PBSO shall follow all policies, procedures, and standard operating procedures in place at the time of this MOU, as well as those developed in the future and issued to PBSO by the County Dialogic System Administrator. PBSO agrees to comply with any and all such policies and procedures concerning the misuse or abuse of the Public Safety/EM Dialogic System, which include, but are not limited to, the use of the Public Safety/EM Dialogic System for political or personal gain.

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

- 3.01 Public Safety/EM staff 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 PBSO equipment. The Dialogic Administrator will coordinate with Dialogic Corp., the equipment and software Dialogic System proprietary entity, the maintenance and troubleshooting beyond Public Safety/EM's control and in the control of Dialogic Corp. as per the Public Safety/EM/Dialogic Corp. maintenance agreement.

SECTION 4: PBSO RESPONSIBILITIES AND EQUIPMENT

- 4.01 PBSO equipment will consist of a designated computer(s) connected to the Internet, each equipped with a web browser. PBSO shall be required to maintain its equipment in proper operating condition and ensure a functioning Internet connection to access the Dialogic system. PBSO 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, PBSO shall provide the Dialogic Administrator with a single PBSO Representative in writing who shall be PBSO's single point of contact for matters relating to this Agreement.
- 4.03 Within 15 days of the execution of this Agreement, PBSO shall provide the Dialogic Administrator in writing with a list of person/positions who are authorized to utilize the Dialogic System on behalf of PBSO, under the authority of the PBSO Representative.
- 4.04 PBSO shall receive certain access codes to the Dialogic System and shall be responsible for safe guarding the code information from release to unauthorized parties. PBSO 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 PBSO shall be considered authorized to receive access codes for maintenance of PBSO's connection to the Dialogic system.
- 4.042 Commercial service providers are not considered authorized to receive access codes for the Public Safety/EM 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 Public Safety/EM Attorney's Office prior to PBSO executing its contract with a commercial Dialogic System provider.

- 4.05 PBSO is solely responsible for the performance and operation of PBSO's equipment and any damages or liability resulting from the use thereof. Should the County Dialogic Administrator identify malfunctioning PBSO-owned equipment, the Dialogic Administrator will notify the PBSO Representative and PBSO shall discontinue use of the specific equipment until repairs are completed. The Dialogic Administrator may, after notification, disable the connection of the equipment to the Dialogic System after properly notifying PBSO 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 PBSO's Equipment or Internet connectivity.

SECTION 5: DIALOGIC SYSTEM, ACCESS AND USAGE CHARGE

- 5.01 PBSO will pay the COUNTY a one-time non-refundable fee of One Thousand Five Hundred Dollars (\$1,500) to create a database for PBSO. The fee will be invoiced by the COUNTY directly to PBSO upon execution of the Agreement.
- 5.02 PBSO will be assessed an annual access and usage charge in the amount of Three Thousand Dollars (\$3,000). The annual access and usage charge may be reviewed every three (3) years beginning October 1, 2015 and adjusted for the following fiscal year with notice to PBSO by the COUNTY through Public Safety/EM. 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 PBSO agrees that in the event of any termination of this MOU by either party, the annual access and usage charge shall not be reimbursed.

SECTION 6: BILLING SCHEDULE

- 6.01 Each November 15th, the Public Safety/EM will invoice PBSO 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, PBSO will immediately review same and report any discrepancies to the Public Safety/EM within 10 days of receipt. Payment will be due to the Public Safety/EM within 30 days of receipt of the invoice. Payments shall be sent to:

Department of Public Safety
Stephanie Sejnoha, Director of Finance and Administrative Services
20 S. Military Trail
West Palm Beach, FL 33415
Attn: Alert and Notification MOU # _____, Invoice # _____

SECTION 7: PUBLIC SAFETY/EM RESPONSIBILITIES

- 7.01 The Dialogic Administrator shall be responsible for the maintenance and operation of the Dialogic system. The Dialogic Administrator shall notify the PBSO 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 Public Safety/EM shall be responsible for all costs and fees associated with the operation of the Dialogic system.
- 7.03 Public Safety/EM shall be responsible for the management of all payments made pursuant to Section 5.02.
- 7.04 Public Safety/EM 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 Public Safety/EM will provide notification of Dialogic System problems and time for Dialogic System restoration to the PBSO Representative or designee if access to the Dialogic System will be inaccessible for more than two hours.

SECTION 8: SPECIAL CONSIDERATIONS

- 8.01 Notwithstanding that both parties to this MOU deal with public safety and public service matters as part of their own responsibilities, in the event that PBSO is unable to initiate a notification due to situation complexities, and requests assistance, the COUNTY agrees to assist PBSO with the notifications and/or alerts to the public. The request shall be made to the County Warning Point with acknowledgement to the Emergency Management Duty Officer on a 24/7/365 basis.
- 8.02 In the event of a Public Safety or Public Service announcement, PBSO shall coordinate with the Dialogic Administrator the details (to include area(s), verbiage and frequency) with acknowledgement to the Duty Officer so that the announcements can be delivered in a timely manner.

SECTION 9: OWNERSHIP OF ASSETS

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

SECTION 10: TERMS OF AGREEMENT AND AUTOMATIC RENEWAL

The Agreement will be automatically renewed for increments of three (3) year terms unless either party notifies the other in writing to the contrary.

SECTION 11: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by prior written amendment executed by Public Safety/EM and PBSO.

SECTION 12: TERMINATION

This Agreement may be terminated by either party with or without cause upon a minimum of six months written notice.

SECTION 13: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and via e-mail. All notices shall be addressed to the following:

As to the Public Safety/EM:

Public Safety Department
20 S. Military Trail
West Palm Beach, FL 33415
Attn: Vince Bonvento, Director (VBonvent@pbcgov.org)

With copy to:

Dialogic System Administrator
20 S. Military Trail
West Palm Beach, FL 33415
Attn: Brian Duffy (bduffy@pbcgov.org)

Palm Beach County Attorney's Office
301 North Olive Avenue – Suite 601
West Palm Beach, FL 33401

As to the: Palm Beach County Sheriff's Office

Chief Financial Officer
3228 Gun Club Rd
West Palm Beach, Fl 33406
Attn: George Forman

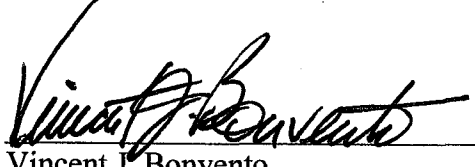
SECTION 14: ENTIRE AGREEMENT

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 Public Safety/EM and PBSO 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 Public Safety/EM or PBSO unless reduced to writing and signed by both parties.

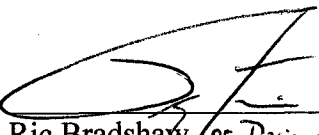
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

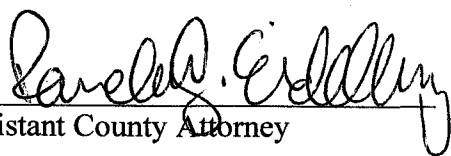
PALM BEACH COUNTY

By: 
Vincent J. Bonvento
Director of Public Safety

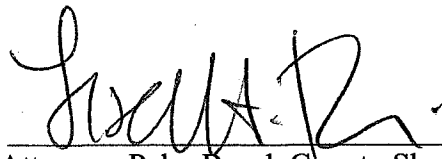
PALM BEACH COUNTY SHERIFF'S OFFICE

By: 
Ric Bradshaw *or Designee*
Sheriff of Palm Beach County

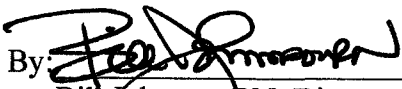
APPROVED AS TO
FORM AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY

By: 
Attorney, Palm Beach County Sheriff's Office

APPROVED AS TO
TERMS AND CONDITIONS

By: 
Bill Johnson, RN, Director
Division of Emergency Management