

INTERLOCAL AGREEMENT

AGENCIES REPRESENTED:

THE CITY OF SANIBEL, FLORIDA

LEE COUNTY, BOARD OF COUNTY COMMISSIONERS

LEE COUNTY, FLORIDA PORT AUTHORITY

CITY OF FORT MYERS, FLORIDA

LEE COUNTY, FLORIDA SHERIFF'S OFFICE

For the shared use and funding of the Code Red Emergency Notification System (CodeRed System)

THIS INTERLOCAL AGREEMENT is made and entered into this ___ day of _____, 2013, by and between the undersigned entities (listed above), herein referred to collectively as "Parties."

WHEREAS, the Parties wish to form a cooperative relationship in order to fund the purchase of a shared emergency notification system, known as the Code Red Emergency Notification System (CodeRed System), through Emergency Communications Network, LLC (Vendor); and

WHEREAS, the Parties, pursuant to Florida Statutes ch. 163 may enter into such agreements; and

WHEREAS, the purpose of the CodeRed System is to notify citizens in the event of an emergency; and

WHEREAS, the Parties agree that entering into this Interlocal Agreement is in the best interest of the public health, safety and welfare.

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

I. RECITALS

The above recitals are true and correct and incorporated herein as though fully set forth below.

II. TERM AND MODIFICATIONS

A. This Interlocal Agreement begins on the 1st day of October, 2013, and continues through the 30th day of September, 2016.

B. The Lee County Sheriff's Office will be the point of contact between Vendor and the Parties for overall business issues. Nothing in this provision prohibits any of the Parties from engaging in agency specific and/or independent interaction with Vendor.

C. Upon remittance of the identified funds, and pursuant to this Interlocal Agreement the Lee County Sheriff's Office will authorize access to the CodeRed System.

D. The Sheriff agrees to provide each party with a complete copy of the contractual agreement with Emergency Communications Network, LLC related to use of the CodeRed System along with its maintenance; as well as any contract revisions executed with respect to the Vendor agreement during the term of this Interlocal Agreement.

E. A Party may terminate their obligations and rights under this Interlocal Agreement upon six months written notice to the Sheriff's office.

III. COSTS

A. The total annual cost of the CodeRed System is \$66,000. The funds listed below have been agreed upon, and will be remitted to the Lee County Sheriff's Office for the sole purpose of retaining access to the CodeRed System for the term of this Agreement.

- ❖ City of Sanibel, Florida: \$2,900
- ❖ City of Fort Myers, Florida: \$13,000
- ❖ Lee County Public Safety, Florida: \$17,000
- ❖ Lee County Port Authority, Florida: \$3,250

B. The Lee County Sheriff's Office will absorb the remaining balance of \$29,850, and is designated as the agency to enter into a contractual agreement with Emergency Communications Network, LLC .

C. Any increase in the annual fee to be paid by each Party must be specifically approved in writing.

D. Additional governmental entities may join in use of the CodeRed System upon execution of an agreement substantially similar to this Agreement. In the event additional entities enter into the Interlocal Agreement, the total annual cost will be adjusted to reflect the entity.

E. The contractual agreement with Vendor allows for 355,000 system call minutes to be utilized by the Parties as needed. If the bank of minutes is exhausted prior to the end of the fiscal year contract, a "Minute Bank Refill" will be initiated to add minutes in increments of 35,000 (Minute Bank Refill) at a cost of \$0.16 per minute. The total cost for each additional increment is \$5,600, which will be paid by the Lee County Sheriff's Office. Upon payment, the Sheriff's Office will request prorated reimbursement from each Party.

F. The system is capable of determining minutes used per Party. Therefore, each Party's prorated share will be based upon the Party's actual use as it relates to the entire system. An example of this calculation is demonstrated in EXHIBIT B.

G. A calculation will be performed at each Minute Bank Refill using the cumulative minutes for the fiscal year used by each party.

H. Remittance to the Lee County Sheriff's Office for additional usage is required within 45 days of receipt of a detailed invoice regarding the Minute Bank Refill.

III. USE OF THE SYSTEM

A. The CodeRed System can place both Geography Based (Geo Based) calls, and calls initiated internally for staff or community notifications (List Based).

B. The system utilizes confidential 911 data for Geo Based calls, therefore the Parties agree to utilize this function only for emergency notifications.

C. Calls using List Based data are not subject to the same restrictions.

IV. MISCELLANEOUS

A. This is the entire agreement between the parties. Modifications of this Interlocal Agreement must be in writing executed with the same formality.

B. This Agreement may be executed in counter-parts.

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed by their authorized officers.

CITY OF SANIBEL, FLORIDA

BY: _____

Printed Name

Witness or Attest:
BY: _____

Printed Name

CITY OF FORT MYERS, FLORIDA

BY: _____
Randall P. Henderson Mayor
Printed Name

BY: _____
William P. Mitchell City Manager
Printed Name

Witness or Attest:

Printed Name

Printed Name

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
_____, Chair
Printed Name

Witness or Attest: Linda Doggett, Clerk

BY: _____

Printed Name

Approved as to form

Office of County Attorney

LEE COUNTY PORT AUTHORITY, FLORIDA

BY: _____

Printed Name

Witness or Attest:
BY: _____

Printed Name

LEE COUNTY SHERIFF'S OFFICE, FLORIDA

BY: _____

Printed Name

Witness or Attest:
BY: _____

Printed Name

Exhibit A – Service Charges

Three (3) year Discount CodeRED Service Agreement **\$ 198,000.00**

Payments due in three (3) installments as follows:

\$66,000.00 due on or before **October 7, 2013**

\$66,000.00 due on or before **October 7, 2014**

\$66,000.00 due on or before **October 7, 2015**

Licensee acknowledges and agrees that this Agreement is being offered at a discounted rate to the Licensee. As a precondition to the discount, the City of Cape Coral, Florida ("Cape Coral") and the Town of Fort Myers Beach, Florida ("Fort Myers Beach"), cities inside Licensee, have already purchased the CodeRED Service to cover Cape Coral residents and Fort Myers Beach residents. If either the Cape Coral or Fort Myers Beach CodeRED Service Agreements are terminated for any reason the costs for the Lee County Sheriff's Office CodeRED Service Agreement will change to eighty-two thousand five hundred dollars (\$82,500) per year, commencing as of the next annual anniversary of the Effective Date.

Up to <u>355,000</u> Annual CodeRED System Minutes	\$ <u>Included</u> (see section 7)
Additional System Minutes	\$ <u>0.16</u> per minute
<u>500</u> minutes for testing and training	\$ <u>No Charge</u> (see section 6)
Email and Text Messaging	\$ <u>No Charge</u>
Up to <u>10</u> CodeRED user pass codes Additional pass codes may be purchased for an annual fee of <u>\$150.00</u> per pass code.	\$ <u>Included</u>
Quarterly Residential Database Uploads	\$ <u>Included</u>
Quarterly Shape File (Point Layer) Uploads (up to 10 layers)	\$ <u>Included</u>
One (1) CodeRED distance training session Additional distance training sessions may be purchased for <u>\$150.00</u> per hour (one hour minimum).	\$ <u>Included</u>

System usage will be charged against Prepaid System Minutes at actual minutes of time connected while delivering prerecorded System calls. All calls will be billed in 6-second increments. Only connected calls (live connections, answering machine connections and fax tone connections) will result in connection charges being incurred.

Database Accuracy Updates

Licensor Supplied Database: "Database Accuracy Updates" ensure that the data population maintained by Licensor under this Agreement undergoes periodic accuracy checks using the Licensor's most current in-house compiled database including, but not limited to, household addresses and telephone numbers. It will be the sole responsibility of the Licensee to maintain database accuracy and request updates from the Licensor.

One annual "Database Accuracy Update" will be performed by the Licensor upon request by the Licensee at no charge. Additional updates requested by Licensee will incur charges at the rate listed below after the update service is completed by Licensor.

3¢ per record in final updated database population.

Licensee Supplied Database: A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensor.

\$100 per hour for database maintenance

Annual System Maintenance, including all Software Upgrades **\$ No Charge**

Initials

Licensor 

Licensee 

EXHIBIT B

Sample Calculation of Minute Bank Refill

Since the system allows the first 355,000 minutes to be used without additional costs, when these minutes are depleted, there needs to be a fair formula based on participant's percentage use of the system minutes. Below is an example that shows how additional costs would be allocated.

FIRST REFILL

PARTY	MINUTES USED	%	COST
City of Sanibel	0	0%	\$0
City of Fort Myers	0	0%	\$0
Lee County Emergency Operations Center	75,000	21%	\$1,176
Lee County Port Authority	5,000	1%	\$56
Lee County Sheriff's Office	275,000	78%	\$4,368

Now assume that Sanibel places 5,600 minutes of calls, triggering a Minute Bank Refill. Since none of the other parties, have placed any new calls, their total minutes used does not change, but a new calculation is performed using the updated totals.

SECOND REFILL

PARTY	MINUTES USED	%	COST
City of Sanibel	5,600	2%	\$280
City of Fort Myers	0	0%	\$0.00
Lee County Emergency Operations Center	75,000	21%	\$1,176
Lee County Port Authority	5,000	1%	\$56
Lee County Sheriff's Office	269,400	76%	\$4,088

Even though no other agency has placed new calls, they are still responsible for portions of the Minute Bank Refill because of their to-date use of the total system minutes.