

Meeting Date
July 11, 2017



AGENDA	
Section	Consent
Item No.	II.C.4

**AGENDA REPORT**  
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Interlocal agreement with Seminole County for WebEOC software
DEPT/OFFICE:	Emergency Management

**Requested Action:**

It is requested that the Board of County Commissioners approve the attached interlocal agreement with Seminole County, authorize the Chairman to sign the agreement, and authorize the County Manager or designee to sign any subsequent documents associated with this agreement, subject to approval by the County Attorney's Office.

**Summary Explanation & Background:**

**HISTORY & CURRENT SITUATION:** Seminole County received a grant to acquire a WebEOC® End User License for WebEOC software, and to have the software installed, operational and shared by Brevard County, City of Orlando, Lake County, Martin County, Orange County, Osceola County, Seminole County, St. Lucie County, and Volusia County.

This software will allow each county's emergency management agency the ability to have better visibility and coordination with regard to preparedness, response, recovery, mitigation, and consequence management efforts.

The County Attorney's Office has reviewed the document, and the parties agreed to delete any reference to venue should there be any litigation resulting from the interlocal.

**COST/BENEFIT ANALYSIS:** The interlocal agreement is required due to Seminole County acting as the fiscal agent for all nine east Central Florida counties, as the recipient of State Homeland Security Grant Program funds. If Seminole County did not act as the fiscal agent, each county would be required to act and fund this regional project on its own behalf, which would delay or eliminate the synergistic effect.

**FISCAL IMPACT:** There will be no impact to the General Fund. Maintenance/updates of this software program are expected to cost less than \$10,000 annually and will be covered under emergency management state or federal grants.

Clerk to the Board Instructions: Send Clerk Memorandum to Emergency Management along with one (1) set of copies, please.

Exhibits Attached:

<b>Contract /Agreement (If attached):</b>	<b>Reviewed by County Attorney</b>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
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County Manager	Assistant County Manager	Department Director / Extension
Frank Abbate	Assistant County Manager	Kimberly Prosser, Emergency Management Director, ext 56670



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001  
Fax: (321) 264-6972  
Tammy.Rowe@brevardclerk.us

July 12, 2017

**M E M O R A N D U M**

**TO:** Kimberly Prosser, Emergency Management Director

**RE:** Item II.C.4., Interlocal Agreement with Seminole County for WebEOC Software

The Board of County Commissioners, in regular session on July 11, 2017, approved an Interlocal Agreement with Seminole County for WebEOC Software; authorized the Chairman to sign the Agreement; and authorized the County Manager, or his designee, to sign any subsequent documents associated with this Agreement, subject to approval by the County Attorney's Office. Enclosed is an executed copy of the Agreement.

**Upon execution by all parties, please provide a fully-executed Agreement to this office for inclusion in the official minutes.**

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS  
SCOTT ELLIS, CLERK

*Tammy Rowe*

Tammy Rowe, Deputy Clerk

/kp

Encl. (1)

cc: Interim County Manager  
County Attorney

**INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY AND  
BREVARD COUNTY, FLORIDA  
FOR THE USE OF WebEOC® SOFTWARE**

**THIS INTERLOCAL AGREEMENT** is made and entered into by and between Seminole County, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "SEMINOLE COUNTY" and Brevard County, whose address is 1746 Cedar St., Rockledge, FL 32955, in this Agreement referred to as "PARTNERING AGENCY."

**WITNESSETH:**

**WHEREAS**, Section 163.01, Florida Statutes (2016), 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**, SEMINOLE COUNTY received a grant to acquire a WebEOC® End User License for the WebEOC Software, in this Agreement referred to as "Software", and to have the Software installed and operational within the County; and

**WHEREAS**, the Software is a shareable system, designed to be utilized by up to nine (9) partnering agencies; and

**WHEREAS**, the following jurisdictions will be partnering for the use of the Software: Brevard County, City of Orlando, Lake County, Martin County, Orange County, Osceola County, Seminole County, St. Lucie County, and Volusia County; and

**WHEREAS**, PARTNERING AGENCY desires to be a partnering agency and designated user of the Software,

**NOW, THEREFORE**, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the parties and for the mutual benefit of SEMINOLE COUNTY and PARTNERING AGENCY, and their respective citizens, the parties agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

**Section 2. Definitions.** The following definitions apply to this Agreement:

(a) “Administrator” means an employee, officer, director, or consultant of Licensee to whom Licensee has provided a user account and certain rights to administer the Software on behalf of Licensee.

(b) “License” means certain limited rights to use the proprietary Software.

(c) “Licensee” means the holder of the license or right to use the proprietary Software.

(d) “User” means any person to whom Licensee has provided a user account for the Software.

**Section 3. SEMINOLE COUNTY Responsibilities.**

(a) SEMINOLE COUNTY shall serve as the liaison between PARTNERING AGENCY and WebEOC for administrative and server functions.

(b) SEMINOLE COUNTY shall ensure that PARTNERING AGENCY Administrator has access to Software.

(c) SEMINOLE COUNTY shall provide PARTNERING AGENCY with one (1) Administrator Account, and eighty-three (83) User Accounts. Any remaining accounts will go to Regional Partners.

(d) SEMINOLE COUNTY shall provide PARTNERING AGENCY with a copy of the Software Licensing Agreement.

(e) SEMINOLE COUNTY shall host regular WebEOC user group meetings to discuss policies and procedures on pertaining to the use of the system and shall provide reasonable advance notice to the PARTNERING AGENCY of such meetings.

**Section 4. PARTNERING AGENCY Responsibilities.**

(a) PARTNERING AGENCY's Administrator shall be responsible for the maintenance of their software and its users.

(b) PARTNERING AGENCY shall be able to purchase its own user bundles for Software, as it sees fit. PARTNERING AGENCY will be responsible for the maintenance cost associated with the user bundles.

(c) PARTNERING AGENCY shall pay for its portion of maintaining the Software in the event that all grant funds are exhausted or do not cover the total cost of maintenance.

(d) PARTNERING AGENCY shall send Administrator and Information Technology personnel to the initial Discovery Meeting hosted by WebEOC.

(e) PARTNERING AGENCY shall send its Administrator, or a designated delegate, to the Administrator User Training, which is provided by WebEOC.

**Section 5. Insurance Requirements.**

(a) Each party shall maintain adequate insurance coverage to protect its own interests and obligations under this Agreement. SEMINOLE COUNTY has the right to set and modify from time to time the types of coverage and policy limits for this insurance by written notice to PARTNERING AGENCY.

**Section 6. Employee Status.** Persons employed by PARTNERING AGENCY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of SEMINOLE COUNTY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to SEMINOLE COUNTY 's officers and employees either by operation of law or by SEMINOLE COUNTY. Persons employed by SEMINOLE COUNTY in the performance of services and functions pursuant to this Agreement are deemed not to be the employees or agents of PARTNERING AGENCY, nor do these employees have any claims to pensions, worker's compensation, unemployment compensation, civil service, or other employee rights or privileges granted to PARTNERING AGENCY's officers and employees either by operation of law or by PARTNERING AGENCY.

**Section 7. Notice.** Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when (i) hand-delivered to the persons designated below, or (ii) when deposited in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the party as set forth below, or such other address or to such other person as the party may have specified by written notice to the other party delivered according to this section:

**As to SEMINOLE COUNTY:**

Office of Emergency Management  
150 Eslinger Way  
Sanford, FL 32773  
Attn: Chief Administrator

**As to PARTNERING AGENCY:**

Brevard County Emergency Management  
1746 Cedar Street  
Rockledge, Florida 32955

**Section 8. Governing Law.** The laws of the State of Florida govern the validity, enforcement and interpretation of this Agreement.

**Section 9. Parties Bound.** This Agreement is binding upon and inures to the benefit of PARTNERING AGENCY and SEMINOLE COUNTY, and their successors and assigns.

**Section 10. Conflict of Interest.**

(a) Each party agrees that it shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes (2016), as this statute may be amended from time to time, relating to ethics in government.

(b) Each party hereby certifies that no officer, agent or employee of that party has any material interest (as defined in Section 112.312(15), Florida Statutes (2016), as this statute may be amended from time to time, as over 5%) either directly or indirectly, in the business of the other party to be conducted here, and that no such person will have any such interest at any time during the term of this Agreement.

(c) Each party has the continuing duty to report to the other party any information that indicates a possible violation of this Section.

**Section 11. Entire Agreement.**

(a) It is understood and agreed that the entire agreement of the parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this Agreement.

**Section 12. Assignment.** This Agreement may not be assigned by either party without the prior written approval of the other party.

**Section 13. Severability.** If any provision of this Agreement or the application of this Agreement to any person or circumstance is held invalid, it is the intent of the parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared severable.

**Section 14. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.

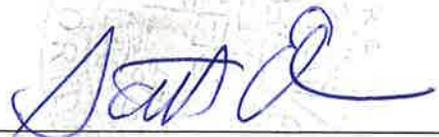
**Section 15. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

**Section 16. Effective Date.** The Effective Date of this Agreement will be the date when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signatures of the parties.

**Section 17. Term.** The term of this Agreement is one (1) year from the Effective Date and will automatically renew for another one (1) term on each subsequent anniversary of the Effective Date, unless either party elects to terminate this Agreement, which either party may do at any time by providing 60 days' notice to the party pursuant to Section 7 above.

IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

  
\_\_\_\_\_  
SCOTT ELLIS, Clerk

BOARD OF COUNTY COMMISSIONERS  
BREVARD COUNTY, FLORIDA

By:   
\_\_\_\_\_  
CURT SMITH, Chairman

Date: July 11, 2017

Approved as to form and legal sufficiency.

As approved by Board 7/11/17

\_\_\_\_\_  
SHANNON WILSON,  
County Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
JOHN HORAN, Chairman

Date: \_\_\_\_\_

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_,  
2017, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

DWM  
4/25/2017

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Attachment:

Exhibit A—Licensing Agreement