

**INTERLOCAL AGREEMENT
FOR THE USE OF THE EVERBRIDGE SYSTEM AND ALERT ST. LUCIE**

THIS INTERLOCAL AGREEMENT, made this _____ day of _____, 2025, ("Agreement") between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida ("County"); the **ST. LUCIE COUNTY SHERIFF**, an independent constitutional officer of St. Lucie County, Florida ("Sheriff"); the **CITY OF FORT PIERCE**, a Florida municipal corporation ("Fort Pierce"); the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation ("Port St. Lucie"); and the **ST. LUCIE COUNTY FIRE DISTRICT**, an independent special district of the State of Florida ("Fire District"). The County, Sheriff, Fort Pierce, Port St. Lucie and Fire District may be referred to individually as "Party" or collectively as the "Parties." The Sheriff, Fort Pierce, Port St. Lucie and Fire District may be referred to collectively as the "Public Safety Agencies."

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments 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 that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and,

WHEREAS, the Florida Division of Emergency Management has partnered with Everbridge, Inc. ("Everbridge") to provide a statewide emergency mass notification system implemented as "ALERTFLORIDA"; and,

WHEREAS, the County has been granted a free license to the Everbridge system, implemented locally as "ALERT St. Lucie"; and,

WHEREAS, the County has a benefit of a second instance of Everbridge; and,

WHEREAS, the County needs a secure mass notification system to make notifications to the Parties' staff members and the public, including routine, emergency and confidential communications.

NOW, THEREFORE, the Parties hereby agree and covenant on the terms and conditions hereinafter stated.

ARTICLE 1. INCORPORATION OF RECITALS.

The foregoing recitals are true and correct and are incorporated into this Agreement as if fully set forth herein.

ARTICLE 2. PURPOSE.

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The purpose of this Agreement is to establish terms and conditions under which the County will provide access to internet hosted software known as Everbridge (and referred to as "ALERT St. Lucie") under an Interlocal Agreement.

ARTICLE 3. RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES.

A. The County will allow the Public Safety Agencies administrative control of the local secure instance of Everbridge.

1. The Public Safety Agencies will ensure that employees and user accounts are maintained within the system.

B. The County will provide train-the-trainer instructions to the Public Safety Agencies' appointed staff on the use of the ALERT St. Lucie.

1. The Public Safety Agencies will ensure all users receive training on the system and acceptable use to include ALERT St. Lucie and the local secure instance.

C. The County will restrict access to the Public Safety Agencies' data in the local secure instance of ALERT St. Lucie to employees of the St. Lucie County Public Safety Department and other Parties' staff members who have been approved by the Parties.

D. The Public Safety Agencies, in cooperation with the County, will create a policy or guideline for the Public Safety Agencies' use of ALERT St. Lucie.

1. The Public Safety Agencies will ensure that the use of ALERT St. Lucie in no way negatively impacts the County's use of ALERT St. Lucie.

E. The Public Safety Agencies will coordinate with the County's representative on any ALERT St. Lucie matters which may be of administrative concern to the County.

ARTICLE 4. GENERAL

A. This Agreement is entered into pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act. This Agreement embodies the whole understanding of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous telecommunications, representations, or agreements, either verbal or written, between the parties hereto.

ARTICLE 5. PARTIES REPRESENTATIVES

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A. The Parties shall each appoint a designated representative to represent the Party in all matters pertaining to and arising from this Agreement. The County designates the Public Safety Director or his designee to represent the County in all matters pertaining to and arising from this Agreement.

ARTICLE 6. COMPENSATION AND PAYMENT

A. The County agrees to provide services as set forth in this Agreement to the Public Safety Agencies at no cost.

ARTICLE 7. TERM.

A. This Agreement shall be effective on the date it is recorded in the public records of St. Lucie County, Florida, and shall remain in effect through and including September 30, 2029, unless terminated as herein provided. Upon prior written mutual agreement of the Parties, the term may be extended for an additional five (5) year period. This Agreement may be terminated by either Party for any reason upon thirty (30) days prior written notice to the other Parties.

If the agreement between the Florida Division of Emergency Management and Everbridge expires or is terminated, or if the County's free license and access to the Everbridge platform expires, is terminated, cancelled or otherwise revoked, the County may terminate this Agreement.

ARTICLE 8. NOTICE

A. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to County:

St. Lucie County Administrator
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

With a Copy to:

St. Lucie County Attorney
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

If to Sheriff:

St. Lucie County Sheriff
4700 West Midway Road
Fort Pierce, Florida 34981

With a Copy to:

General Counsel
4700 West Midway Road
Fort Pierce, Florida 34981

If to Fort Pierce:

City Manager
City of Fort Pierce
100 N US 1
Fort Pierce, Florida 34950

With a Copy to:

City Attorney
City of Fort Pierce
100 N US 1
Fort Pierce, Florida 34950

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If to Port St. Lucie:

City Manager
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

With a Copy to:

City Attorney
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

Port St. Lucie Police Chief
Leo Niemczyk
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

If to SLCFD:

Fire Chief
5160 NW Milner Drive
Port St. Lucie, Florida 34983

With a Copy to:

District Attorney
5160 NW Milner Drive
Port St. Lucie, Florida 34983

ARTICLE 9. NO WARRANTIES

A. The County makes no representations or warranties whatsoever regarding the Everbridge system, including but not limited to any representation or warranty related to the Everbridge's right to license the system, or the proposed use or availability of the system and shall not be liable for any claims or deficiencies related to same, whether directly or indirectly, or from the Public Safety Agencies or any third-party.

ARTICLE 10. SOVEREIGN IMMUNITY AND INDEMNIFICATION

A. Nothing contained in this Agreement shall be construed as a waiver of either Parties' sovereign immunity except as set forth in Section 768.28, F.S. or consent by a state agency to be sued by third parties in any matter arising out of the Agreement. The Parties agree to be responsible for their own acts of negligence which result in claims or suits arising out of this Agreement and agree to be liable to the limits set forth in Section 768.28, Florida Statutes.

ARTICLE 11. PUBLIC RECORDS

A. The Parties are public agencies subject to Chapter 119, Florida Statutes. The Parties shall allow public access to all documents, papers, letters, or other material made or received by it in conjunction with this Agreement, unless the records are exempt.

ARTICLE 12. NO THIRD-PARTY BENEFICIARIES

A. This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto. Neither Party shall have an obligation to any individual or other entity, association, or group who is in any way

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associated with or might benefit from the terms of this Agreement. Nothing herein will constitute any imposition or acceptance of any obligation or liability not otherwise imposed by law upon either Party.

ARTICLE 13. RELATIONSHIP OF THE PARTIES

A. Nothing contained in this Agreement shall create an agency, partnership, or joint venture relationship between the Parties.

ARTICLE 14. FORCE MAJEURE

A. In the event either Party's performance of any of its obligations or duties hereunder shall be interrupted or delayed by any occurrence, whether such occurrence be by an act of God, common enemy, or the result of war, labor unrest or dispute, riot, weather, pandemic, sovereign conduct or other natural or public cause which is reasonably determined to interfere with the ability to perform, neither Party shall be considered to be in default and will be excused from performance until it determines it may recommence performance of the Agreement.

ARTICLE 15. ENTIRE AGREEMENT

A. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior verbal and written agreement between the parties with respect hereto. This Agreement may only be amended by a written document, properly authorized, executed and delivered by the parties hereto. This Agreement shall be interpreted as a whole unit. All interpretations shall be governed by the laws of the State of Florida.

ARTICLE 16. ATTACHMENTS

A. The following attachments are incorporated hereinto by reference:

1. Attachment 1 – Memorandum of Agreement Between the Florida Division of Emergency Management and the St. Lucie County Board of County Commissioners.
2. Attachment 2 – Contract DEM-D0003 Between the State of Florida Division of Emergency Management and Everbridge, Inc.

ARTICLE 17. LAW, VENUE, AND WAIVER OF JURY TRIAL

A. This Agreement is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce

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this Contract, arising from this Contract, or related to this Contract, shall be in St. Lucie County, Florida.

ARTICLE 18. FILING

A. This Agreement any subsequent amendments hereto shall be filed with the Clerk of the Circuit Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the Parties have caused the execution by their duly authorized officials.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA**

BY:

Deputy Clerk

Chair

DATE: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

County Attorney

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ATTEST:

CITY OF FORT PIERCE

BY:

City Clerk

Mayor

DATE: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

City Attorney

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ATTEST:

CITY OF PORT ST. LUCIE

BY:

City Clerk

Mayor

DATE: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

City Attorney

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ST. LUCIE COUNTY SHERIFF

BY: _____

DATE: _____

**APPROVED AS TO FORM AND
CORRECTNESS:**

General Counsel

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WITNESSES:

ST. LUCIE COUNTY FIRE DISTRICT CHIEF

BY:

DATE:

**APPROVED AS TO FORM AND
CORRECTNESS:**

District Attorney