

**INTERLOCAL AGREEMENT
BETWEEN ST. LUCIE COUNTY AND CITY OF PORT ST. LUCIE
FOR THE TOURISM WEBCAM PROGRAM**

THIS AGREEMENT made and entered into this _____ day of _____, 2017, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the **CITY OF PORT ST. LUCIE**, a Florida municipal corporation, hereinafter referred to as the "City."

WHEREAS, the County will enter into a contract with a vendor to provide for hosting of webcams feeds from webcams installed as agreed for streaming upon the internet and City and County web sites.

WHEREAS, the City and County wish to cooperate in the placement of webcams on public property and hosting the live feeds for such webcams on various public access web sites for the purpose of promoting local features.

1. Authority: This Agreement is authorized pursuant to Section 163.01, Florida Statutes.

2. Scope of Services Provided By the County: The County shall:

- A. Enter into a contract with a vendor for live feeds for webcams.
- B. Purchase the equipment for one (1) webcam at one (1) location. The location will include:
 - The Riverwalk Boardwalk
- C. Be the project manager and coordinate activities with the vendor.
- D. Be responsible for all equipment maintenance and replacement costs covering the site for the duration of this Agreement.

3. Scope of Services Provided by the City: The City shall:

- A. Provide the site and coordinate for installation for one (1) webcam as follows:
 - The Riverwalk Boardwalk
- B. Pay the hosting and maintenance fees for the webcam site for the first three years.
- C. Be responsible for any damage to the equipment on the City sites that is the responsibility of the City.
- D. Provide staff to assist with the installation of the camera equipment.

- E. Provide the vendor with access to service the equipment during regular business hours and assist in routine maintenance.
- F. Be responsible for all software and technical maintenance costs at each location and any additional costs needed to service the camera at the city-owned and managed site.
- G. Provide at each camera location a 120 volt power supply and a dedicated high speed broadband connection (minimum 1mb upstream) at each location. The connection must have a routable public IP address or suitable configuration of router/firewall equipment to provide the vendor with external network access to the equipment for configuration and troubleshooting. The City is responsible for all costs associated with technical requirements needed at each the camera location.

4. Terms of the Agreement: The initial term of this Agreement shall be three (3) years from the effective date unless terminated sooner by either party. The term of the Agreement shall be automatically extended in three (3) year increments unless either party notifies the other party of its desire to terminate the Agreement which notice must be provided in writing at least ninety (90) days before the end of the then current term. Either party may terminate this Agreement by providing thirty (30) days written notice to the other.

5. Complete Understanding: The Agreement contains a complete understanding of the parties hereto, notwithstanding any previous written or oral understandings between the parties on the same subject.

6. Public Records: Specifically, the County and the City shall:

Comply with all public records laws of the State of Florida.

7. Notices: Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes, whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, and addressed to the parties at the following addresses:

As to City:

Port St. Lucie City Manager
 121 SW Port St. Lucie Blvd.
 Port St. Lucie, Florida 34984

With a copy to:

Port St. Lucie City Attorney
 121 SW Port St. Lucie Blvd.
 Port St. Lucie, Florida 34984

As to County:

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

With a copy to:

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

or to such other address as the parties may from time to time specify by writing. Any such notice may at any time be waived by the person entitled to receipt of such notice.

8. Amendments: No amendment, modification, or waiver of this Agreement, or any part hereof, shall be valid or effective unless in writing and signed by both parties, and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other conditions or subsequent breach whether of like or different nature.

9. Further Documents: Each of the parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purposes of this Agreement.

10. Sections-Captions: Sections and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent of intent of this Agreement or any provision hereof.

11. Severability: Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegibility or invalidity shall not affect the validity of the remainder of this Agreement.

12. Governing Law: This Agreement and the rights of the Parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida.

13. Filing; Effective Date: This Agreement shall be filed with the Clerk of the Circuit Court of St. Lucie County, prior to its effectiveness.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their official seals this _____ day of _____, 2017

ATTEST:

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

**BY: _____
Deputy Clerk**

**BY: _____
Chairman**

**APPROVED AS TO FORM AND
CORRECTNESS:**

BY: _____
County Attorney

ATTEST:

BY: _____
Karen A. Phillips, City Clerk

CITY OF PORT ST. LUCIE

BY: _____
Gregory Oravec, Mayor

**APPROVED AS TO FORM AND
CORRECTNESS**

BY: _____
O. Reginald Osenton, City Attorney