

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

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the **CITY OF FORT PIERCE**, a Florida municipal corporation, hereinafter referred to as the "City."

WHEREAS, the County has entered into a contract with Earth Cam, providing for hosting of webcams feeds from webcams installed as agreed for streaming upon the internet and City and County web sites including but not limited to the County websites, the City of Fort Pierce website, the Fort Pierce City Marina website and the Fort Pierce Authentic Tours website.

WHEREAS, the City and County wish to cooperate in the placement of web cams on public property and hosting the live feeds for such web cams 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. Lease the equipment for three (3) webcams at three (3) separate locations. The locations will include:
  - The Jetty Park
  - Old Coast Guard Station
  - Fort Pierce City Marina
- B. Be the project manager and coordinate activities with the vendor.
- C. Be responsible for all equipment maintenance and replacement costs covering all three sites 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 two (2) of the webcams as follows:
  - The Jetty Park
  - Fort Pierce City Marina
- B. Pay the hosting fee for the two webcam sites for the first three years, in the amount of \$5,400 annually.
- C. Be responsible for any damage to the equipment on the city sites that is the responsibility of the city.

**4. Terms of the Agreement:** The initial term of this Agreement shall be three (3) years from the effective date unless sooner terminate 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:**

Fort Pierce City Manager  
Post Office Box 1480  
Fort Pierce, Florida 34954

**With a copy to:**

Fort Pierce City Attorney  
Post Office Box 1480  
Fort Pierce, Florida 34954

**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 \_\_\_\_\_, 2014

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Chair

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: \_\_\_\_\_  
County Attorney

CITY OF FORT PIERCE

ATTEST:

BY: \_\_\_\_\_  
Linda Cox, City Clerk

BY: \_\_\_\_\_  
Linda Hudson, Mayor

APPROVED AS TO FORM AND  
CORRECTNESS

BY:  \_\_\_\_\_  
Robert V. Schwerer, City Attorney