

**INTERLOCAL AGREEMENT FOR
GLOBAL INFORMATION SYSTEMS ACCESS**

THIS INTERLOCAL AGREEMENT is entered into as of this ____ day of _____, 20____, between Monroe County, a political subdivision of the State of Florida (hereinafter, the COUNTY) and the City of Key West, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter, the CITY).

WITNESSETH

WHEREAS, Monroe County maintains an extensive Geographic Information System (GIS) covering the entire Florida Keys; and

WHEREAS, detailed aerial maps of the City of Key West exist as part of this system; and

WHEREAS, The City of Key West is interested in using this portion of the County's GIS system for their own needs;

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

1. The CITY will purchase any licenses required for their use from ESRI directly. The COUNTY will not provide licenses for the CITY's use.
2. The COUNTY will provide remote, secure network access to their GIS server via a remote desktop client Windows session that contains the GIS Standard or Advance Desktop software. The version of the client will depend on the level of license that the CITY purchases.
3. The COUNTY will provide remote, secure network access for GIS web clients on the CITY's network to view Key West's GIS maps and layer data for up to 10 simultaneous clients.
4. The CITY shall pay the COUNTY \$3,500 per year for 10% of the annual infrastructure costs associated with maintaining access to the GIS server environment. This cost will cover network access and utilization, software licensing and maintenance, server hardware, storage, backups and other system management services.
5. The COUNTY will provide an invoice to document said costs to the CITY. The CITY shall pay this invoice in full within 30 days.
6. This agreement may be terminated by either party upon thirty days written notice.
7. This Agreement shall become effective immediately upon execution.
8. To the extent permitted by law and subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, the CITY does hereby agree to defend, indemnify and hold the COUNTY, its officers, agents, or employees, harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and

expenses at both the trial and appellate levels) arising from the acts or omissions of the CITY in connection with this Agreement.

9. **Notices.**

All notices, requests, demands, elections, consents, approvals and other communications hereunder must be in writing and addressed as follows, or to any other address which either party may designate to the other party by mail:

If to County: Roman Gastesi, Jr.
County Administrator
Monroe County
Historic Gato Building
1100 Simonton Street
Key West, Florida 33040

With a copy to: Bob Shillinger, Esq.
Monroe County Attorney's Office
P.O. Box 1026
Key West, Florida 33041-1026

If to City: Bob Vitas
City Manager
P.O. Box 1409
Key West, Florida 33041

With a copy to: Shawn Smith, Esq.
City Attorney
P.O. Box 1409
Key West, Florida 33041

Any Notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by overnight delivery service.

15. **Attorneys Fees and Waiver of Jury Trial.**

In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

16. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Monroe County, Florida, Lower Keys Division of the Circuit Court or the Southern District of Florida. This Agreement is not subject to arbitration.

17. Entire Agreement/Modification/Amendment.

This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

18. Nonassignability.

This Agreement shall not be assignable by either party unless such assignment is first approved by both parties.

19. Severability.

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

20. Independent Contractor.

The CITY and its employees, volunteers, agents, vendors and subcontractors shall be and remain independent contractor and not agents or employees of the COUNTY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

21. Waiver.

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions.

Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have set their hands and seal the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
MONROE COUNTY, FLORIDA

BY: _____
Mayor/Chairperson

(SEAL)

ATTEST: AMY HEAVILIN, CLERK

BY: _____
Deputy Clerk

THE CITY OF KEY WEST, FLORIDA

Craig Cates, Mayor

ATTEST:

Cheri Smith
City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE
AND RELIANCE OF THE CITY OF KEY WEST, FLORIDA ONLY:

BY: _____
City Attorney