**INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY
AND CITY OF ORLANDO
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 the "CITY OF ORLANDO", a Florida municipal corporation, whose address is 400 S. Orange Ave, Orlando, Florida 32801, in this Agreement referred to as "PARTNERING AGENCY."

W I T N E S S E T H:

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, PARTNERING AGENCY has expressed interest in being a designated user of the Software as one of the nine (9) partnering agencies,

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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) "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.

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(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.

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.   Indemnification.

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(a)   SEMINOLE COUNTY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend and hold PARTNERING AGENCY harmless for loss, damage, or injury to persons or property, arising out of or resulting from SEMINOLE COUNTY's activities under this Agreement, unless, however, such claim or demand arises out of or results from the negligence of PARTNERING AGENCY, its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by SEMINOLE COUNTY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2016), as this statute may be amended from time to time. To the extent SEMINOLE COUNTY has contract employees or agents performing any work on pursuant to this Agreement, SEMINOLE COUNTY shall ensure the contractor has PARTNERING AGENCY added as additional insured to the contractor's insurance prior to the employee or agent performing any work pursuant to this Agreement.

(b)   PARTNERING AGENCY expressly acknowledges and accepts its responsibility under applicable law, and to the extent permitted by law, agrees to indemnify, defend and hold SEMINOLE COUNTY harmless for loss, damage, or injury to persons or property, arising out of or resulting from PARTNERING AGENCY 's activities under this Agreement, unless, however, such claim or demand arises out of or results from the negligence of SEMINOLE COUNTY, its servants, agents, employees, or assigns. This provision is not to be construed as a waiver by PARTNERING AGENCY of its sovereign immunity, except to the extent waived pursuant to Section 768.28, Florida Statutes (2016), as this statute may be amended from time to time. To the extent PARTNERING AGENCY has contract employees or agents performing any work pursuant to this Agreement, PARTNERING AGENCY shall ensure the contractor has SEMINOLE

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COUNTY added as additional insured to the contractor's insurance prior to the employee or agent performing any work pursuant to this Agreement.

(c) The principles of comparative negligence apply to loss, damage or injury as specified in subsections (a) and (b) above where the negligence of both PARTNERING AGENCY and SEMINOLE COUNTY and their respective servants, agents, employees or assigns are involved.

(d) The parties further agree that nothing contained in this Agreement may be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of SEMINOLE COUNTY and PARTNERING AGENCY beyond the waiver provided for in Section 768.28, Florida Statutes (2016), as this statute may be amended from time to time.

(e) The waiver of any provision in this Agreement regarding insurance by either party will not constitute the further waiver of this provision regarding indemnification or the waiver of any other provision of this Agreement.

Section 7. **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

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rights or privileges granted to PARTNERING AGENCY's officers and employees either by operation of law or by PARTNERING AGENCY.

Section 8. **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:

Office of Emergency Management
Attn: Manny Soto
110 George DeSalvia, Orlando, FL 32807

Section 9. **Governing Law**. The laws of the State of Florida govern the validity, enforcement and interpretation of this Agreement. Seminole County is the sole venue for any legal action in connection with this Agreement.

Section 10. **Parties Bound**. This Agreement is binding upon and inures to the benefit of PARTNERING AGENCY and SEMINOLE COUNTY, and their successors and assigns.

Section 11. **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

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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 12.   **Dispute Resolution**. Either party to this Agreement may notify the other party that it wishes to commence formal dispute resolution with respect to any unresolved problem under this Agreement. The parties agree to submit the dispute to a Florida Bar Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, it may be filed as a civil action in the Circuit Court of the Eighteenth Judicial Circuit of Florida, in and for Seminole County, Florida, which, as provided in Section 9 above, is the sole venue for any such civil action. The parties further agree that any such action will be tried to the Court, and the parties hereby waive the right to jury trial as to such action.

Section 13.   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.

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

Section 15.   **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 16.   **Public Records Law**.

(a)   PARTNERING AGENCY and SEMINOLE COUNTY acknowledge each other's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2016), as this statute may be amended from time to time, to release public records to members of the public upon request. PARTNERING AGENCY and SEMINOLE COUNTY acknowledge each other is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes (2016), as this statute may be amended from time to time, in the handling of the materials created under this Agreement and that this statute controls over the terms of this Agreement.

(b)   Failure to comply with this Section will be deemed a material breach of this Agreement, for which the non-breaching party may terminate this Agreement immediately upon written notice to the breaching party.

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Section 17. **Equal Opportunity Employment**. PARTNERING AGENCY and SEMINOLE COUNTY agree that they shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. PARTNERING AGENCY and SEMINOLE COUNTY shall take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision must include, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 18. **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 19. **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 20. **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 21. **Term**. The term of this Agreement is one year from the Effective Date and will automatically renew for another 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 8 above.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement for the

purposes stated above.

ATTEST: CITY OF ORLANDO

_____   By:_____
Denise Aldridge, Clerk   , Mayor/Pro Tem

                                                Date:_____

                                                BOARD OF COUNTY COMMISSIONERS
ATTEST: SEMINOLE COUNTY, FLORIDA

_____   By:_____
GRANT MALOY   JOHN HORAN, Chairman
Clerk to the Board of
County Commissioners of
Seminole County, Florida.   Date:_____

For the use and reliance of   As authorized for execution by the Board of
Seminole County only.   County Commissioners at its _____,
                                                2017, regular meeting.
Approved as to form and
legal sufficiency.

_____
County Attorney

DWM
1/24/16
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Attachment:
        Exhibit A—Licensing Agreement

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