

**INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
CITY OF LEESBURG FOR
FIBER OPTIC CABLE AT 550 WEST MAIN STREET**

THIS INTERLOCAL AGREEMENT is made by and between Lake County, Florida, a political subdivision of the State of Florida, and the City of Leesburg, a municipal corporation organized under the laws of the State of Florida, for the installation of fiber optic cable at 550 West Main Street, Tavares, Florida.

WHEREAS, pursuant to Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, local governments can cooperate with each other in order to make the most efficient use of their powers and resources; and

WHEREAS, the County owns certain real property located at 550 West Main Street, Tavares, Florida, upon which is constructed the Lake County Judicial Center and the Emergency Communications and Operations Center (ECOC); and

WHEREAS, the County desires fiber optic services to serve the Judicial Center, the ECOC, and other County facilities in the vicinity; and

WHEREAS, the City is willing and able to provide the desired services subject to the terms and conditions contained herein.

NOW THEREFORE, IN CONSIDERATION of mutual terms, understandings, conditions, promises, covenants and payments hereinafter set forth the County and City agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Term.** This Interlocal Agreement shall become effective on the date the last party hereto executes this Agreement and shall remain in effect for a term of twenty (20) years. After the initial term, this Agreement shall renew automatically for additional five (5) year terms unless either party gives notice of intent not to renew this Agreement, which notice is actually received by the other party no later than 90 days prior to the expiration date.

3. **City Obligations.** The City shall perform the following services:

A. TASK ONE: Relocate 2000 feet of existing aerial fiber optic cable to underground:

1. City shall generally relocate an existing aerial fiber optic cable into underground infrastructure as described in **Exhibit A**, attached hereto and incorporated herein by reference.

2. City shall obtain all permits and perform all work necessary to accomplish the Preliminary Design Specification and Construction Standards as stated respectively in **Exhibit A** and **Exhibit B**, which are attached hereto and incorporated herein by reference.
3. City shall coordinate and perform all splicing through the point(s) of contact designated by County. City shall perform splices as indicated in any written directions provided by County.
4. City shall provide all materials and consumables necessary to accomplish the Preliminary Design Specification and Construction Standards as stated respectively in **Exhibit A** and **Exhibit B** other than as stated elsewhere in this Agreement.
5. City shall provide written construction progress reports to County no less frequently than once each month.
6. City shall perform optical tests on all fibers in all cables upon completion of relocation and/or installation.
7. Upon completion of the installation and testing of the fiber optic cables and infrastructure described in this Task One, the City shall transfer title and ownership of the cables and infrastructure described in this Task One, to the County; provided however, that if the County terminates this Agreement during the first twelve (12) months after the effective date, then title to the cables and infrastructure shall revert to the City. The City shall send written notification to the County of such transfer of title, and County shall confirm acceptance of the transfer in writing.
8. City shall provide an accounting of all actual costs associated with the work.
9. City shall provide hard and/or electronic copies of as-built documentation to County. Such documentation shall include: (i) aerial maps with notations; (ii) splice and patch panel maps; (iii) copies of all permits; (iv) drawings indicating the locations of the stem-wall, prefabricated building, underground conduit and electrical interconnections; and, (v) optical test results.

B. **TASK TWO: Construct new underground 24 and 96 construct single-mode fiber optic infrastructure:**

1. City shall install new underground 24 and 96 construct single-mode fiber optic infrastructure as described in **Exhibit A**.

2. City shall obtain all permits and perform all work necessary to accomplish the Preliminary Design Specification and Construction Standards as stated respectively in **Exhibit A** and **Exhibit B** to this Agreement.
3. City shall coordinate and perform all splicing through the point(s) of contact designated by County. City shall perform splices as indicated in any written directions provided by County.
4. City shall provide all materials and consumables necessary to accomplish the Preliminary Design Specification and Construction Standards as stated respectively in **Exhibit A** and **Exhibit B** to this Agreement other than as stated elsewhere in this Agreement.
5. City shall provide written construction progress reports to County no less frequently than once each month.
6. City shall perform optical tests on all fibers in all cables upon completion of relocation and/or installation.
7. Upon completion of the installation and testing of the fiber optic cables and infrastructure described in this Task Two, the City shall transfer title and ownership of the cables and infrastructure described in this Task Two, to the County; provided however, that if the County terminates this Agreement during the first twelve (12) months after the effective date, then title to the cables and infrastructure shall revert to the City. The City shall send written notification to the County of such transfer of title, and County shall confirm acceptance of the transfer in writing. City shall provide an accounting of all actual costs associated with the work.
8. City shall provide hard and/or electronic copies of as-built documentation to County. Such documentation shall include: (i) aerial maps with notations; (ii) splice and patch panel maps; (iii) copies of all permits; (iv) drawings indicating the locations of the stem-wall, prefabricated building, underground conduit and electrical interconnections; and, (v) optical test results.

C. **TASK THREE:** Install a pre-fabricated building as set forth elsewhere herein:

1. City may install a prefabricated building (**BUILDING**) measuring approximately 12-feet by 16-feet as shown on **Exhibit C**, attached hereto and incorporated herein by reference, inclusive of the following: (i) a stem wall; (ii) underground conduit containing one or more fiber optic cables; and (iii) infrastructure necessary to connect the electrical wiring of the prefabricated building to an electric supply from the electrical plant in County's new criminal justice facility.

2. City shall provide an electric submeter compatible with and connected to the County's Honeywell EBI Building Automation System. Said submeter shall be installed between the electrical panel of the BUILDING and the point of County's electric supply for the purpose of the County measuring and billing City for any electricity used by the BUILDING and any equipment connected to the BUILDING'S electrical supply. The City shall pay all electric bills associated with the use of the BUILDING, and payments shall be remitted to the County within thirty (30) days of receipt of an invoice.
3. City shall provide a keyed padlock on the gate at the entrance to the BUILDING location.
4. The BUILDING shall remain the property of the City, and City shall be required to provide any necessary insurance for the structure and/or contents.

4. **County Obligations.**

- A. County shall provide fiber markers marked "Lake County FOC" or in some other manner clearly identifying County as the infrastructure owner. The fiber markers shall also be marked with a telephone number.
- B. County shall provide means of marking all vaults and pull boxes "Lake County FOC" or in some other manner clearly identifying County as the infrastructure owner.
- C. County shall provide written directions indicating (i) which fibers are to be spliced together and (ii) to which patch panel ports specific fibers are to be terminated.
- D. Upon receipt of City's notification of transfer of title and ownership as required in §§3.A.7 and 3.B.7 above, County shall: (i) confirm to City its acceptance of such title and ownership in writing, and (ii) register the underground infrastructure with Sunshine State One Call.
- E. County shall allow City to connect the electrical wiring of the BUILDING to an electric supply from the electrical plant located in the vicinity of 550 West Main Street, Tavares, and to place an electric submeter as noted above. The County shall invoice the City for its share of the electrical service based on the meter installed by the City.

5. **Payment.** The County shall reimburse the City for actual labor and materials cost associated with the installation of the fiber optic cables and infrastructure of Task One and Task Two of Section 3, in an amount which by the City's best estimate is not expected to exceed **\$50,000**. At the completion of installation, the City shall invoice the County in equal monthly installments for a period of thirty-six (36) months for the actual cost of the cables and infrastructure, up to the amount stated herein. County shall remit payment to City for all amounts

stated on the City's invoice no later than thirty (30) days after the date of the invoice. County may opt at any time to pay the balance of payment in full.

The parties acknowledge that the City's estimate of \$50,000 noted above has been calculated to include a contingency which both parties believe is adequate. If, however, previously unforeseen circumstances arise which lead to City's subsequently determining it likely that labor and materials cost associated with the installation of the fiber optic cables and infrastructure of Task One and Task Two of Section 3 will exceed \$50,000: (i) City shall provide prompt written notice to County stating City's revised estimated labor and materials cost; and, (ii) County shall either (a) allow City to terminate this Agreement without City's completing any then uncompleted portions of Task One or Task Two of Section 3 or (b) provide written authorization to City to proceed with completion of Task One and Task Two of Section 3 and equally share such costs in excess of \$50,000 with City

6. Grant of License.

A. County shall grant to the City a non-exclusive license for the construction, installation, repairing, maintaining, replacing, and improving of BUILDING and access thereto as shown on **Exhibit C**. The City shall not be permitted to expand or enlarge the BUILDING without prior written consent of the County. To the extent permitted by Florida law, the City hereby agrees to indemnify and defend the County for any claim, injury, lawsuit or other liability that the County may incur, including attorney's fees, by reason of said use of the BUILDING by the City, its employees, licensees, invitees or assigns. It is specifically agreed to between the parties that the license granted under and pursuant to this Agreement is personal to the City and shall not inure to the successors or assigns of the City. No assignment or other transfer of the license granted under this Agreement, or any interest in such license, and no sublicense for any purpose shall be made or granted by the County without express, prior and written consent of the County, which shall not be withheld or delayed unreasonably.

B. Additionally, as a condition of the granting of the license, the City shall be required to maintain the BUILDING so that it remains in compliance with all applicable building codes, and the exterior appearance of the BUILDING shall be kept neat, orderly, and maintained to the same exterior appearance standards as the Judicial Center and ECOC are maintained by the County. Failure to maintain the BUILDING to these standards shall be considered a default by the City under this Agreement.

C. In the event the location identified in 6(A) above is determined to be not feasible for the location of the BUILDING, the parties shall mutually agree in writing to an alternative location. Any alternate location must be approved by both the City Manager and County Manager or their designees.

7. Termination. Either party may terminate this Agreement upon one (1) year written notice to the other. In the event of termination by the City, the prefabricated building shall become the property of the County so that the County can continue to have the essential services provided to the Judicial Center and the EOC. In the event the County terminates this Agreement, the City shall have the option of either removing the prefabricated building and its

contents, or transferring the building to the County upon payment by the County of the fair market value of such improvements. The license granted to the City shall terminate simultaneously with the effective date of any notice of termination given hereunder, or shall terminate upon the natural expiration of this Agreement, or any renewal thereof.

8. Insurance. The City shall provide, pay for, and maintain in force at all times during the term of this Agreement, liability insurance adequate to protect against liability for damage claims through public use of, or arising out of, accidents occurring in or around the prefabricated building and the equipment contained therein in a minimum of \$100,000 combined single limit. The City shall additionally maintain such property insurance as it deems necessary to cover the prefabricated building and its contents. The City shall provide proof of insurance to the County on an annual basis.

9. Default. If either party shall default in the performance of any covenant of this Agreement on its part to be performed, and should such default continue for a period of thirty (30) days after the non-defaulting party shall have given the defaulting party written notice of the existence of such default, the non-defaulting party may terminate this Agreement immediately unless the defaulting party has commenced such action as may be necessary to cure such default and proceeded with such action in a prompt and expeditious manner within thirty (30) days after receiving written notice of such default.

10. Notices. All notices, demands, or other writings required or permitted to be made, given, or sent in this Interlocal Agreement shall be deemed to have been fully given, made, or sent when in writing and addressed as follows:

TO COUNTY:
County Manager
P.O. Box 7800
Tavares, Florida 32778

TO CITY:
City Manager
P.O. Box 490630
Leesburg, Florida 34749

cc: Kristian Swenson
Facilities Director
P.O. Box 7800
Tavares, Florida 32778

cc: City of Leesburg Communications
Manager
P.O. Box 490630
Leesburg, Florida 34749

All notices shall be considered properly given if personally delivered, sent by certified mail, return receipt requested, or sent by Federal Express or other equivalent overnight delivery service. The effective date of such notice shall be the date personally delivered, three business days after date of postmark if sent by U.S. Mail, or one business day after the notice was picked up by the overnight delivery service. Either party may designate other parties or addresses for the giving of notice, through a written notice given in conformity with the requirements of this Section.

Additionally, each party shall provide the other with at least one (1) emergency telephone number.

11. Modifications. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12. Prior Agreements. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, representations or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Interlocal Agreement which are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior negotiations, representations or agreements, whether oral or written. This Agreement shall be construed under the laws of Florida, with venue for any action arising hereunder to be in Lake County, Florida.

13. Miscellaneous. Failure by either party to enforce any right or remedy under this Agreement or to insist at all times on strict enforcement of each and every term of this Agreement shall not be deemed or construed as a waiver of the right at any subsequent time to enforce each and every provision of this Agreement, nor shall such failure be deemed or construed to be a modification of this Agreement by implication or course of conduct. If any term, condition or covenant of this Agreement is declared judicially to be invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effectiveness of this Agreement, the invalidated portion shall be severed and the remainder of this Agreement shall continue in full force and effect. Performance by either party shall be excused if the failure of, or delay in, performance of any duty is caused by inclement weather, strikes or other labor strife, unavailability of necessary materials, or other causes beyond the control of the party not performing its obligations hereunder, until such time as the cause of nonperformance has abated, after which a reasonable time shall be allowed for performance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates; under each signature; Lake County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute the same by Board action on the ____ day of _____, 2013, and the City of Leesburg, signing by and through its duly authorized representative.

Agreement between Lake County and the City of Leesburg for fiber optic cable at 550 West Main Street, Tavares

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**

Leslie Campione, Chairman

This _____ day of _____, 2013.

ATTEST:

Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

**APPROVED AS TO FORM
AND LEGALITY:**

Sanford A. Minkoff, County Attorney

CITY OF LEESBURG

BY: _____

Print Name: _____

Title: _____

This ____ day of _____, 2013.

APPROVED AS TO FORM AND CONTENT:

City Attorney

EXHIBIT A: PRELIMINARY DESIGN SPECIFICATION

Page 1 of 3

This document provides a preliminary design specification for an effort that will construct new underground infrastructure, move existing aerial fiber optic cable into some of that new underground infrastructure and place new fiber optic into some of that new underground infrastructure.

Quantities and distances may undergo nominal changes during actual construction.

Unforeseen circumstances may require minor to moderate changes in portions of the design.

A drawing is provided that indicates specific locations of the references in the body of this document.

TASK ONE: RELOCATE 2000 FEET OF EXISTING AERIAL FIBER OPTIC CABLE TO UNDERGROUND

1. Move the existing 2000 feet of 24 count single-mode fiber optic cable servicing the Lake County Public Safety Radio Tower in Tavares from aerial to underground.
2. Bore 194 feet from points 1 and 2 and install one (1) 2" conduit.
3. Trench 167 feet between points 3 and 4 and install two (2) 2" conduit.
4. Bore 430 feet between points 4 and 5 and install one (1) 2" conduit.
5. Hand trench between points 5 and 6 and install one (1) 2" conduit.
6. Install traffic rated pull boxes at points 1, 2, 3, and 5.
7. Install County vault at point 4.
8. Install gravel in the bottom of all vaults and pull boxes.
9. Pull existing 24 count single-mode fiber optic cable back into buildings from point 1 to radio tower and point 3 to the existing data room in the Criminal Justice Facility.
10. Install fiber markers with tracer wire attached at points 1, 2, 3, 4, and 5.
11. Install Coyote Runt splice case at point 3 and terminate according to County design.
12. Install 8.5 X 22 Coyote splice case at point 4 and terminate according to County design.
13. Install rack mount fiber optic patch panels and terminate fiber with LC connectors at points 1 (radio tower) and point 6 (existing criminal justice data room).
14. All of Task One and associated components shall be completed by February 15, 2013.

EXHIBIT A: PRELIMINARY DESIGN SPECIFICATION

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TASK TWO: CONSTRUCT NEW UNDERGROUND 24 AND 96 COUNT SINGLE-MODE FIBER OPTIC INFRASTRUCTURE

1. Pit and mole or trench 250 feet from points 4 to 7. Install two (2) 2" conduits.
2. Trench 551 feet from points 7 to 8 and install two (2) 2" conduit.
3. Bore 92 feet North from point 7 and install (1) 3" conduit.
4. Hand trench 45 feet to the new Probation Department building. Install (1) 3" conduit.
5. Install full size vault at point 7.
6. Install fiber markers at points 7, 8, and 9.
7. Install 24 count single-mode fiber optic cable from points 10 to 9 (510 feet, inclusive of 100 feet of slack on each end). Also, pull a County provided 25 pair direct burial copper feed cable (telephone) from point 10 (CEP) to point 9 (Probation Building).
8. NOTE*** County Responsibility *** Termination of copper cable shall be in each building's telephone equipment closet with appropriate telephone lightning protection modules installed
9. Install 96 count single-mode fiber optic cable from points 7 to 4 (450 feet, inclusive of 100 feet of slack on each end).
10. Install 96 count single-mode fiber optic cable from points 7 to 8 (790 feet, inclusive of 100 feet of slack on each end). NOTE*** Install, in conjunction with the Caroline Street roadway project. Cable for points 7 to 8 installation will be stored in the vault at point 7 until it is ready to be installed.
11. NOTE*** County Responsibility *** to pull the City provided 96 count single-mode fiber optic cable and County provided 25 pair direct burial copper cable from point 7 through the Energy Plant to point 10, at termination panel. [(100 feet of slack to be inside the Energy Plant building in a metal enclosure) (453 feet with slack in vault and inside building)].
12. Install fiber markers and attach tracer wire at points 7, 8, 9.
13. Install one (1) 8.5 X 22 Coyote splice case at point 7.
14. Tie in one (1) 96 count fiber optic cable from point 4, one (1) 96 count fiber optic cable from point 8.
15. Splice at point 7 according to County design,
16. Install two (2) rack mount fiber optic patch panels inside the energy plant and terminate all 96 fibers (48 in each panel) in LC connectors.
17. At point 9 (Probation Building) install one (1) rack mount fiber optic patch panel and terminate twelve (12) fibers. At point 10 (Inside CEP) install one (1) rack mount fiber optic patch panel and terminate twenty four (24) fibers.
18. Install two (2) rack mount fiber optic patch panels inside the communication tower shelter and terminate Note*** all 96 fibers (48 in each panel) in LC connectors.
19. Note*** Install 96 count single-mode fiber optic cable (in conduit) from point 8 to the communications tower shelter.
20. All parts of Task Two and associated components (except for the effort described in Items 7 & 17) shall be completed by June 1, 2013. The portion of Task Two described in Items 7 & 17 shall be completed by April 15, 2013.

EXHIBIT A: PRELIMINARY DESIGN SPECIFICATION
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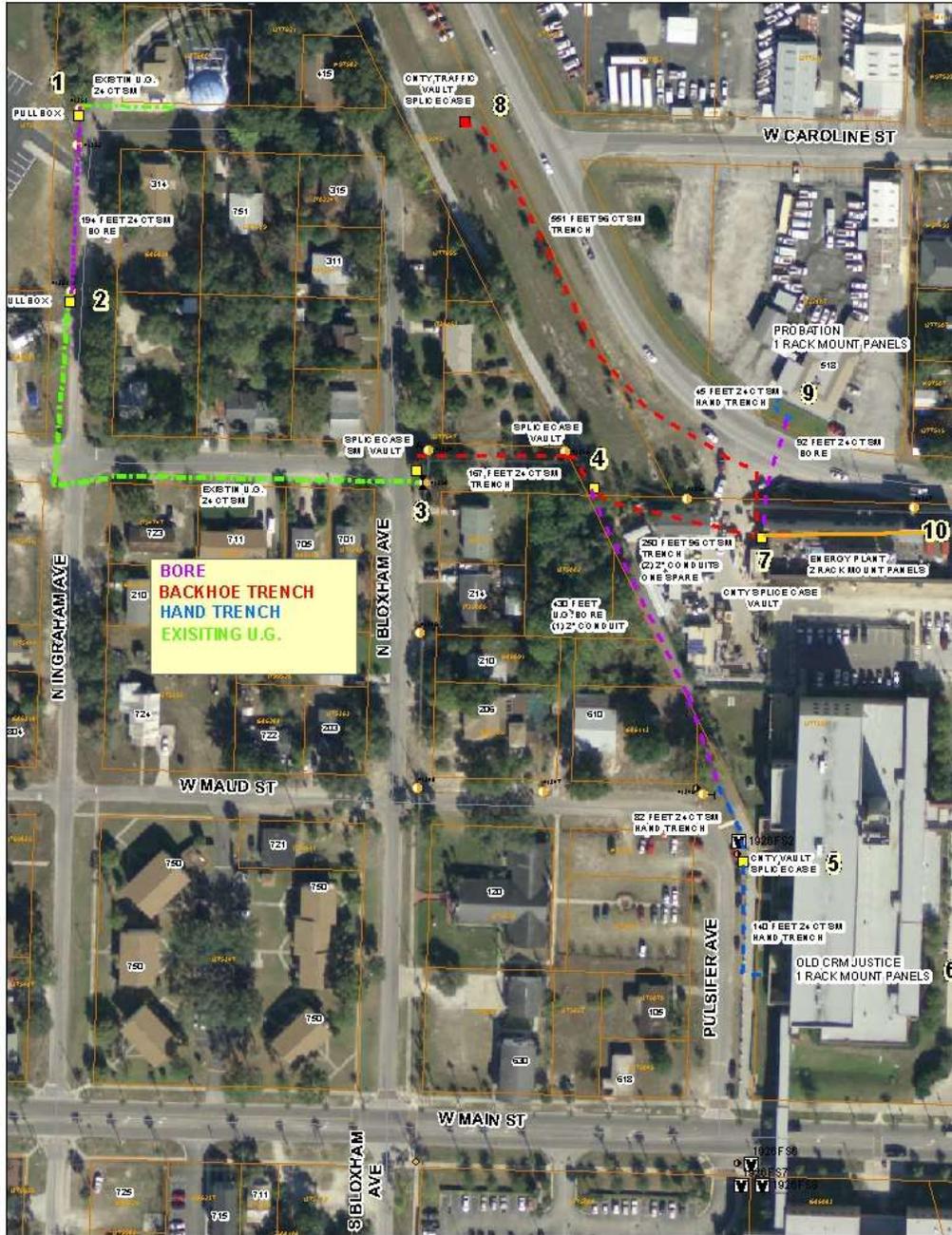


EXHIBIT B: CONSTRUCTION STANDARDS

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This document provides the construction standards against which an effort will be undertaken that will construct new underground infrastructure, move existing aerial fiber optic cable into some of that new underground infrastructure and place new fiber optic cable into some of that new underground infrastructure.

INFRASTRUCTURE STANDARDS

1. All vaults and pull boxes shall be marked "Lake County FOC" or in some other manner clearly identifying them as County property.
2. All fiber markers shall be Q-tip style and marked "Lake County FOC" or in some other manner clearly identifying them as County property. All fiber markers shall also be marked with a telephone number.
3. All tracer wire in conduits shall be securely terminated to the appropriate hardware in the corresponding fiber markers.
4. All optical fibers in new cables shall be OFS Allwave and shall meet the ITU-T G.652-D (11/2009) specification.
5. All optical fibers in existing cables that are simply relocated as part of this effort meet the ITU-T G.652-A (11/2009) specification.
6. All cables shall be all dielectric self-supporting.
7. All splicing of optical fibers shall be coordinated with point of contact provided by County.
8. Upon completion of installation, all optical fibers shall demonstrate end-to-end average optical loss of less than 0.35 dB per kilometer when measured by means of bidirectional OTDR testing at 1550 nanometers.
9. All patch panels shall use 12 pack LC type coupler plates and pigtails.
10. Minimum of 100 feet of slack fiber optic cable for each cable segment shall be placed into each vault.
11. All fiber optic cables within the vaults or pull boxes shall have orange vinyl tags placed on the cable marked "Lake County FOC" or in some other manner clearly identifying the cable as County property.
12. All conduits shall include pull string and tracer wire.

EXHIBIT B: CONSTRUCTION STANDARDS

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WORK STANDARDS

1. All applicable local, county, state and federal safety regulations shall be followed.
2. Insofar as is possible, work undertaken by City shall be undertaken Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. This standard is not to be understood as an absolute prohibition of work being undertaken outside the indicated days or hours. Rather, this standard is to be understood as meaning that City will attempt to minimize the amount of overtime labor used to accomplish the effort.
3. All applicable local, county, state and federal labor laws shall be followed.
4. All work shall be performed per the requirements of any permits issued for such work.
5. All work performed by City shall be performed under the general direction of City's project manager. This standard is not to be understood as requiring immediate supervision of all work crews by City's project manager. Rather, this standard is to be understood as meaning that City's project manager will broadly direct the manner in which work crews perform the work in accomplishing this effort.
6. City may, but shall not be required to, consult from time to time with County regarding general or specific manner in which City undertakes the work necessary to accomplish this effort.
7. County may, but shall not be required to, provide consultation, advice or suggestions from time to time to City regarding the general or specific manner in which City undertakes the work necessary to accomplish this effort.
8. County shall at all times have the right to observe any field work being performed by City in accomplishing this effort.
9. County shall have the right to require City to cease deployment of any material that does not conform to the above-stated Infrastructure Standards.
10. City shall have the right to refuse to deploy any County-provided material that does not conform to the above-stated Infrastructure Standards.

