

## AGREEMENT FOR TELECOMMUNICATIONS SERVICES

**THIS AGREEMENT** is made as of the \_\_\_\_\_ day of February, in the year 2010, between The School Board of Lake County, Florida, whose address is 201 West Burleigh Boulevard, Tavares, Florida 32778 (hereinafter referred to as the "SCHOOL BOARD"), and the City of Leesburg, Florida, a Municipal Corporation organized and existing under the laws of the State of Florida, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY").

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services:** The CITY shall provide Broadband Data Line Service to Lake County Schools and District Offices for the SCHOOL BOARD. CITY agrees to provide Broadband network connections from approximately 44 sites back to the SCHOOL BOARD'S Management Information System's Department to allow fast internet connections, to include back-up capabilities in the event of failure at a given node. The CITY'S proposed plan and submittal attached as **EXHIBIT "A"** is incorporated by reference and made a part hereof.
2. **Indemnification:** If and to the extent allowed by law, and without waiving the limits of sovereign immunity, each party hereby agrees to indemnify and hold the other party harmless for, from and against any and all claims, liens, causes of action, damages, liabilities or obligations which arise out of or are in any way related to the acts or omissions of the indemnifying party or its public officials, officers, directors, employees, agents, guests and invites in connection with this Agreement, including but not limited to costs, expenses and reasonable attorney's fees incurred in connection with defending against any such matters.
3. **Codes, Laws, and Regulations:** CITY will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.
4. **Access to Records:** CITY will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. CITY shall ensure that such records are available for examination by the SCHOOL BOARD during CITY 'S normal business hours. CITY shall maintain such records for a period of three (3) years after the date of the invoice.
5. **Payment:** SCHOOL BOARD shall compensate CITY for broadband service at the rates provided in **EXHIBIT "B"**, which is attached and incorporated by reference herein.
6. **Assignment:** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

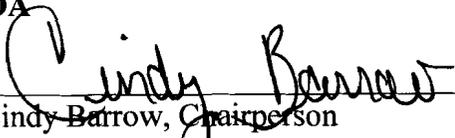
7. **No Third Party Beneficiaries:** This Agreement gives no rights or benefits to anyone other than CITY and the SCHOOL BOARD.
8. **Jurisdiction:** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in the appropriate court of subject matter jurisdiction, in and for Lake County, Florida.
9. **Term and Termination:** The term of this Agreement shall be from July 1, 2010 to June 30, 2011. All or part of this Agreement may be terminated by the SCHOOL BOARD, for its convenience, upon no less than fifteen (15) days written notice to CITY of such intent to terminate. In such event, CITY will be entitled to compensation for services competently performed up to the date of termination.
10. **Contact Person:** The primary contact person under this Agreement for CITY shall be Stan Carter. The primary contact person under this Agreement for the SCHOOL BOARD shall be Pam Hayes, Purchasing Director.
11. **Disclosure of Conflict:** CITY has an obligation to disclose to the SCHOOL BOARD any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between CITY and its duties under this Agreement.
13. **Background Investigations:** The CITY represents and warrants to the SCHOOL BOARD that the CITY has read and is familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. CITY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. CITY agrees, to the extent permitted by law and without waiving its sovereign immunity protections afforded by Florida law, to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the CITY'S failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.465, 1012.467 and 1012.468.
14. **Modifications and Amendments.** This Agreement may be modified or amended only by a written document signed by authorized representatives of CITY and SCHOOL BOARD.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

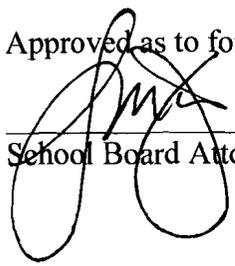
**"SCHOOL BOARD"**

**THE SCHOOL BOARD OF LAKE COUNTY,  
FLORIDA**

By:   
Cindy Barrow, Chairperson

Date: 1-25-10

Approved as to form:

  
School Board Attorney

Attest:   
Susan Moxley, Superintendent

**"CITY"**

**THE CITY OF LEESBURG, FLORIDA**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

## **EXHIBIT A**

### **THE CITY OF LEESBURG / LAKE COUNTY SCHOOL BOARD FIBER OPTIC NETWORK PROPOSED PLAN FOR BROADBAND DATA LINES**

The existing fiber optic network designed and installed by the City of Leesburg currently connects, via a pair of single mode fiber optic cable, approximately 44 Lake County School facilities. A complete listing of schools is included in Exhibit "A". It is the intention of the City of Leesburg to utilize the existing network currently in place to continue to provide the service described below. Some of the unique features of the network that are being provided now, and will continue to be provided to the Lake County school district are:

- Dedicated fiber pairs. The Lake County Schools are using exclusively the fiber pairs connecting each facility. There is no multiplexing of the signal. This feature results in enhanced security.
- System Redundancy via wireless point-to-point connections.
- Second fiber pairs between nodes and MIS Netops.

#### **DATA RATE TRANSFER AND METHOD**

- High Speed – 100Mbps. All facilities are guaranteed a minimum of 100Mbps, with the exception of the existing wireless connection between the Howey-in- the-Hills Griffin complex and Tavares Middle School, which operates at approximately 30 – 50 Mbps. 100Mbps media converters are included to light the fiber network.

## **EXHIBIT A (CONT'D)**

### **TYPE OF REDUNDANCY**

- A wireless point-to-point backup system covering 8 school district node locations, and three wireless hub sites [wireless hubs are located at the Citrus Tower in Clermont, the school district Maintenance Facility in Tavares, and a City of Leesburg site adjacent to Leesburg HS] will provide typically 3-5 Mbps or better bandwidth connectivity, ensuring redundancy in the event of a fiber optic failure at a node location. The design of the fiber network and backup system ensures that multiple schools are connected to wireless nodes such that fiber optic cable cuts are bypassed wirelessly to ensure redundancy network wide. This system is currently in use by the school district and consists of 80' concrete poles on school property with associated point to point radios. The design of the system allows for redundancy system wide.
- A second pair of fiber also provides node to node connectivity in excess of 100Mbps, helping to ensure system integrity in the event of power loss, as well as minimizing the number of network routers required to move node traffic back to MIS Netops in Tavares.

### **RESPONSE TIME AND PROCEDURE FOR NODE FAILURES**

- City of Leesburg provides 24 X 7 technical support via our Information Technology Help Desk [352-728-9717]. Telephone call support after hours includes a telephone call response in 30 minutes, and dispatch of technical personnel if required, within 4 hours. The City also maintains a 24 hour SCADA dispatch center which can be reached at 352-728-9830.

### **SENTINION OF R SPIN #**

- City of Leesburg SPIN # : 143025653

## **EXHIBIT A (CONT'D)**

### **PROCESSES AND PROCEDURES / BILLING PROCESS**

The Lake County school fiber optic transport network is managed and supported by the City of Leesburg Communications Utility, and the City of Leesburg Information Technology Department. Multiple departments and a contractor are available for underground fiber construction, emergency overhead cable restoration, and additional fiber splicing support when needed. Emergency restoration support is also provided by the City of Leesburg Electric Department. These organizations consist of 50+ people, and represent managerial, technical, and administrative staff, who will continue to support the Lake County Schools fiber optic network with :

- Installation of fiber optic cable into existing or new facilities in overhead and underground configurations.
- Installation and support of wireless point to point back up circuits for node locations. Support and maintenance of the radio equipment is also the responsibility of the City of Leesburg.
- Routing of all fiber pairs and fiber splice diagrams are provided by a staff person within the Utility.
- All city, county, state permits are prepared, researched, documented, and filed by the City of Leesburg Communications Utility staff.
- All Progress Energy, SECO, and City of Leesburg Electric Department permits for overhead fiber installation are prepared and documented by the City of Leesburg Communications Utility / IT Department.
- Emergency system restoration is supported by the City of Leesburg Communications Utility and the City of Leesburg Electric Department, who have an on-call, 24 hour emergency crew available for electric or fiber optic cable cuts.
- Underground construction is provided by a City of Leesburg contractor who operate under a contract for services with the City. The subcontractor performing underground installations for the City is :
  - Hewitt Power and Communications, Inc. P.O. Box 490697, Leesburg, FL 34749

## **EXHIBIT A (CONT'D)**

- Fiber network troubleshooting, system analysis, system improvements, and recommendations for system enhancement are provided by the technical staff of the City of Leesburg. First response to potential system interruptions are provided by the technical staff of the Communications Utility.
- The City of Leesburg has splicing trailers, splicing vans, and overhead cable support vehicles which are fully equipped to install, repair, and fusion splice fiber optic cables.
- The Information Technology department supports the Communications Division with technical expertise in network switches, routers, hubs, PC's, software application and design capabilities.
- The City of Leesburg Customer Service Department provides, among many other services to our customers, invoicing for all City utility customers. They will continue to provide invoicing for the Lake County Schools. Invoices are mailed monthly based on the number of school facilities under contract. Changes to the contract are done via addendum to add or delete facilities and are also accomplished through this organization. The Customer Service department has a staff of more than 15 individuals, and is available through our support line at 352-728-9800.

**EXHIBIT A (CONT'D)**

	<b>LOCATION</b>	<b>ADDRESS</b>	<b>MONTHLY</b>	<b>ANNUAL</b>
1	MIS - MIS NETOPS	MIS - 814 W. Bryan St., Tavares	427.00	5,124.00
2	THS - Tavares High School	THS - 603 N. New Hampshire Ave., Tavares	427.00	5,124.00
3	TEL - Tavares Elem.	TEL - 720 E. Clifford St., Tavares	427.00	5,124.00
4	TMF - Transp. Maint.	TMF - 529 W. Ianthe St., Tavares	427.00	5,124.00
5	VOT - Votech	VOT - 2001 Kurt St., Eustis	427.00	5,124.00
6	EHE - Eustis Heights Elem.	EHE - 310 W. Taylor Ave., Eustis	427.00	5,124.00
7	EEL - Eustis Elem.	EEL - 714 E. Citrus, Eustis	427.00	5,124.00
8	TRE - Triangle Elem.	TRE - 1070 Eudora Rd., Mount Dora	427.00	5,124.00
9	MMS - Mt. Dora Middle	MMS - 1250 N. Grant Ave., Mt. Dora	427.00	5,124.00
10	MDH - Mt. Dora High S.	MDH - 700 N. Highland Ave., Mt. Dora	427.00	5,124.00
11	EHS - Eustis High School	EHS - 1300 E. Washington, Eustis	427.00	5,124.00
12	EMS - Eustis Middle	EMS - 18725 E. Bates Ave., Eustis	427.00	5,124.00
13	EHA - Eustis High Annex	EHA - 1801 Bates Ave., Eustis	427.00	5,124.00
14	UEL - Umatilla Elem.	UEL - 401 Lake St., Umatilla	427.00	5,124.00
15	UHS - Umatilla High School	UHS - 320 North Trowell Ave., Umatilla	427.00	5,124.00
16	UMS - Umatilla Middle	UMS - 305 East Lake St., Umatilla	427.00	5,124.00
17	ERH - East Ridge High S.	ERH - 13322 Excalibur Rd., Clermont	427.00	5,124.00
18	CEL - Clermont Elem.	CEL - 680 East Highland Ave., Clermont	427.00	5,124.00
19	CLM - South Lake High Annex	CLM - 301 East Ave., Clermont	427.00	5,124.00
20	CRE - Cypress Ridge Elem.	CRE - 350 East Avenue, Clermont	427.00	5,124.00
21	SLH - South Lake High S.	SLH - 15600 Silver Eagle Rd., Groveland	427.00	5,124.00
22	GMS - Gray Middle School	GMS - 205 East Magnolia, Groveland	427.00	5,124.00
23	GEL - Groveland Elem.	GEL - 930 Parkwood Ave., Groveland	427.00	5,124.00
24	MSE - Mascotte Elem.	MSE - 460 Midway Ave., Mascotte	427.00	5,124.00
25	WHM - Windy Hill Middle	WHM - 3575 Hancock Road, Clermont	427.00	5,124.00
26	LOE - Lost Lake Elem.	LOE - 1901 Johns Lake Road, Clermont	427.00	5,124.00
27	OMS - Oak Park	OMS - 2101 South Street, Leesburg	427.00	5,124.00
28	REL - Rimes Elem.	REL - 3101 Schoolview St., Leesburg	427.00	5,124.00
29	CMS - Carver Middle	CMS - 1200 North Beecher St., Leesburg	427.00	5,124.00
30	BSE - Beverly Shores	BSE - 1108 West Griffin Rd., Leesburg	427.00	5,124.00
31	FPE - Fruitland Park Elem.	FPE - 304 West Fountain St., Leesburg	427.00	5,124.00
32	VEL - Villages Elem.	VEL - 695 Rolling Acres Rd., Lady Lake	427.00	5,124.00
33	LHS - Leesburg High	LHS - 1401 West Meadows Dr., Leesburg	427.00	5,124.00
34	MOE - Minneola Elem.	MOE - 300 Pearl St., Minneola	427.00	5,124.00
35	TWE - Treadway Elem.	TWE - 10619 Treadway School Rd., Leesburg	427.00	5,124.00
36	TMS - Tavares Middle S.	TMS - 13032 Lane Park Cutoff, Tavares	427.00	5,124.00
37	GFN - Griffin Complex	GFN - 510 S. Palm Ave., Howey -In-The-Hills	427.00	5,124.00
38	TER - Test & Evaluation	TER - 525 North George Ave., Howey	427.00	5,124.00
39	GRD - Grounds & Maint.	GRD - 29529 CR. 561, Tavares	427.00	5,124.00
40	Bus Yard	400 McCormick St., Leesburg	427.00	5,124.00
41	Dabney Campus	910 E. Dixie Ave., Leesburg	427.00	5,124.00
42	GRE - Grassy Lake Elem.	GRE - 16300 Grassy Lake Rd., Minneola	427.00	5,124.00
43	East Ridge Middle School	13201 Excalibur Road, Clermont	427.00	5,124.00
44	COO - MIS	COO - 201 W. Burleigh St., Tavares	102.00	1,224.00
			<b>18,463.00</b>	<b>221,556.00</b>

EXHIBIT B

Monthly pricing per location, for **100Mbps** fiber optic service:

(includes media converters [100Mbps], back up wireless system, support, and maintenance services):

**\$427.00/Month /100Mbps location \***

Monthly Charge for 43 LCSB **100Mbps** Sites                    \$18,361.00 / Month

Monthly Charge for 1 Dark Fiber Site                            \$102.00 / Month

Total Monthly Charges for Data Line Service                    \$18,463.00 / Month

Total (12 Month) Charge for 43 LCSB **100Mbps**

Sites and One Dark Fiber Site                                        \$221,556.00

\* Pricing is based on a planned Ethernet rate increase on October 1,2010 which will be indexed to the **GDPIPDI** [Gross Domestic Product Implicit Price Deflator Index], which is published by the US Department of Commerce, Bureau of Economic Analysis, in the 4<sup>th</sup> quarter of each year. Since the actual GDPIPDI rate for 2010 is not known at the time of this agreement, the City agrees that the rate increase effective October 1, 2010 will not exceed 2.69% over the current unit price, which is \$415.86 per month per Ethernet site [for example; the maximum charge will be \$427.00, or less, per site per month during the agreement period July 1,2010 – June 30,2011].