

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Sanford Airport Authority Fiber Optic Communication Network Interlocal Agreement

**DEPARTMENT:** Information Technologies **DIVISION:** Telecommunications

**AUTHORIZED BY:** Chris Grasso **CONTACT:** Greg Holcomb **EXT.** 1010  
Director

Agenda Date <u>09/13/05</u>	Regular <input type="checkbox"/>	Consent <input checked="" type="checkbox"/>	Work Session <input type="checkbox"/>	Briefing <input type="checkbox"/>
	Public Hearing - 1:30 <input type="checkbox"/>		Public Hearing - 7:00 <input type="checkbox"/>	

**MOTION/RECOMMENDATION:**

Request the Board approve and authorize the Chairman to execute the Fiber Optic Communication Network interlocal Agreement (FOCN).

**BACKGROUND:**

The purpose of the agreement is to set forth terms and conditions associated with provisions for the connectivity of the FOCN to the Sanford Airport Authority for use by County occupied facilities on the Orlando Sanford International Airport properties.

This agreement is authorized under the provisions of Chapter 163, Florida Statutes. All parties desire to enter into an agreement for the use of the existing FOCN. The shared use will enhance the ability of Seminole County to serve the residents through improved local government resources and network interconnectivity.

The recent lease agreements on the Airport property have been written to include the Airport providing telephone equipment and services. In return, the Airport has agreed to connect the County occupied locations with airport fiber. This agreement permits the County to connect County fiber to Airport fiber allowing data services to be provided to these locations through the existing County network

Reviewed by	
Co Atty:	
DFS:	
Other:	
DCM:	
CM:	
File No.	<u>CITTA</u>

If the same service had to be leased, costs would range from \$30,000 to \$60,000 for the 6 location being connected. The return on investment is immediate with a savings recognized in the first month and then going forward each month thereafter with no recurring leased line costs.

The Sheriff, Supervisor of Elections, Sanford Airport Authority, and County Attorney's office has reviewed and found the attached Agreement acceptable.

**INTERLOCAL AGREEMENT BETWEEN SEMINOLE COUNTY,  
DONALD ESLINGER, AS SHERIFF OF SEMINOLE COUNTY,  
MICHAEL ERTEL, AS SUPERVISOR OF ELECTIONS  
AND THE SANFORD AIRPORT AUTHORITY  
FOR FIBER OPTIC COMMUNICATIONS NETWORK CONNECTIVITY  
AND LEASING OF TELEPHONE EQUIPMENT**

**THIS AGREEMENT** is made and executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as the "COUNTY"; **DONALD F. ESLINGER, AS SHERIFF OF SEMINOLE COUNTY, FLORIDA**, whose address is 100 Bush Boulevard, Sanford, Florida 32773-6706, hereinafter referred to as "SHERIFF"; **MICHAEL ERTEL, AS SUPERVISOR OF ELECTIONS**, whose address is 1500 E. Airport Boulevard (P.O. Box 1479), Sanford, Florida 32772-1479, hereinafter referred to as "SUPERVISOR"; and the **SANFORD AIRPORT AUTHORITY**, a special district heretofore created by the State of Florida, and whose address is 1200 Red Cleveland Boulevard, Sanford, Florida 32773, hereinafter referred to as the "AUTHORITY" for the purpose of connecting certain buildings owned by AUTHORITY and leased to COUNTY, SHERIFF, and SUPERVISOR to COUNTY's Fiber Optic Communications Network ("FOCN") and for leasing and utilization of AUTHORITY's telephone land lines and equipment by COUNTY, SHERIFF and SUPERVISOR.

**W I T N E S S E T H:**

**WHEREAS**, the parties hereto are mutually and collectively desirous of entering into a cooperative venture to facilitate COUNTY's, SHERIFF's, and SUPERVISOR's access to various databases available within the COUNTY's FOCN system for those buildings occupied by such persons on AUTHORITY's property; and

**WHEREAS**, COUNTY, SUPERVISOR, and SHERIFF each lease and occupy office buildings owned by AUTHORITY and which are located within the premises of the airport property governed by AUTHORITY; and

**WHEREAS**, AUTHORITY is desirous of providing telephone services including the leasing of equipment to COUNTY, SUPERVISOR, and SHERIFF as consideration for allowing COUNTY to provide FOCN connectivity to the buildings occupied by those agencies; and

**WHEREAS**, the parties hereto have, after due consideration of the facts and circumstances of the necessary hardware/software configurations, the economic factors, funding, and the logistics inherent to required telephone equipment and service needs, and the FOCN system venture have determined that the terms and covenants of this Agreement represent the most practical, economic, and beneficial means to accomplish the parties objectives; and

**WHEREAS**, the provision of FOCN access and telephone services are the most economical and efficient basis and will be more advantageous to all parties hereto, as well as the general public within the areas served by those parties, including particularly the citizens of the COUNTY than would be possible without this Agreement; and

**WHEREAS**, the COUNTY has sufficient capacity within its FOCN to better accommodate the other parties than does any one party with its current or foreseeable resources acting alone; and

**WHEREAS**, the parties have determined that the services, terms, covenants, and conditions of this Agreement constitute a true public purpose and will further the public interest, consistent with all applicable provisions of the Florida Statutes, including, but not

limited to Chapters 125 and 163, Florida Statutes, as well as the COUNTY and AUTHORITY Charters; and

**WHEREAS**, each party hereby represents to the other that they are legally empowered to enter into this Agreement and have taken all steps necessary and incidental to the execution of this Agreement,

**NOW THEREFORE**, in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**SECTION 1. RECITALS.** The recitals set forth above are true and correct and form a material part of this Agreement upon which the parties have relied.

**SECTION 2. PURPOSE.** The purpose of this Agreement is to set forth the terms and conditions associated with provisions for the installation and use of the FOCN by COUNTY, SUPERVISOR, and SHERIFF and the provision of telephone land line service and equipment to said parties by AUTHORITY.

**SECTION 3. TERM.** The initial term of this Agreement shall be thirty-six (36) months from the date hereof. Thereafter, this Agreement may be terminated by a party after first giving thirty (30) days written notice to the other party. Termination by one party shall not affect the contractual obligations of the other parties who wish to remain bound by this Agreement. The term of this Agreement may be extended or renewed by the parties by amendment to this Agreement.

**SECTION 4. FOCN SYSTEM DEVELOPMENT, SHARING AND OWNERSHIP RESPONSIBILITIES.**

(a) The COUNTY shall provide FOCN physical fiber access and connectivity to the buildings located on AUTHORITY's airport property and occupied by COUNTY, SUPERVISOR, and SHERIFF. COUNTY shall provide physical access and connectivity to its FOCN system at the Vehicle Inspection Building located at the Lake Mary Boulevard entrance of the airport. Subject to paragraph (c) below, said installation by the COUNTY and the AUTHORITY shall provide a full loop of fiber optic cable within AUTHORITY's property commencing at the Vehicle Inspection Building to each of the buildings identified on Exhibit A. Buildings owned by AUTHORITY and leased/occupied by COUNTY, SUPERVISOR, and SHERIFF shall have FOCN cable installed up to, and terminating in, an identified facility entrance room of each building. The subject buildings shall be deemed to include SUPERVISOR's Building, COUNTY's Juvenile Enforcement Center, SHERIFF's Logistic Building and Building 310, as well as COUNTY's Fire Station/Hangar 52 and Fire Station 41.

(b) Connectivity shall commence from the FOCN terminal connection point at AUTHORITY's Vehicle Inspection Building by way of Lake Mary Boulevard and will include a diverse connection point at COUNTY Fire Station 41, 3355 East State Road 46, Midway, FL 32773, as identified on the map attached hereto as Exhibit "A" and incorporated herein by reference. Said entry point to the FOCN system shall be configured with a diverse, redundant entranceway capability. COUNTY shall also be permitted to install additional fiber optic cable along the AUTHORITY's fence line adjacent to S.R. 46 to complete the

redundancy capability at a later date. FOCN connectivity shall also be provided to AUTHORITY's own fire station on the airport property.

(c) AUTHORITY shall install the fiber optic loop within its property to be attached to the fiber optic cable installed by COUNTY to service the above described buildings. The fiber optic cable installed by AUTHORITY shall be comprised of one (1) pair (two (2) strands) of Single Mode and one (1) pair (also two (2) strands) of Multimode for a total of two (2) continuous fiber rings available to the serviced buildings. The AUTHORITY guarantees to have available spare fiber strands in the configuration for redundancy in case of a failure. Any unused/unterminated fiber cable of either party will remain in the control of the owning agency until needed due to a failure.

(d) Maintenance of COUNTY installed fiber optic cable and conduit both on and off of the airport property shall be the sole responsibility of COUNTY. Maintenance of fiber optic cable installed by AUTHORITY shall be the responsibility of AUTHORITY. Changes to pathways, or temporary excavations, relocations, and reinstallations of FOCN infrastructure as a result of construction, repairs, or improvements to a particular parcel of property, or improvements thereon shall be the financial and operational responsibility of the party upon whose building or grounds the changes or improvements are made. Failure of COUNTY or AUTHORITY to timely install, maintain, or operate the required cable, ancillary equipment, or otherwise perform any of its duties or responsibilities under this paragraph shall be

grounds for unilateral termination of this Agreement by the aggrieved party.

(e) If requested by the AUTHORITY, COUNTY shall provide reasonable advance notice, plans, and construction details and assistance to AUTHORITY relative to construction of any present and future links needed to complete the desired connectivity. Approval of overall design and construction plans shall be obtained from AUTHORITY's Design Review Committee prior to permitting and commencement of construction.

(f) COUNTY information technologies personnel and FOCN related contractors shall be allowed twenty four (24) hours a day, seven (7) days a week access to the Vehicle Inspection Building and other facilities as necessary for FOCN equipment maintenance and repair. Said personnel shall be required to obtain an AUTHORITY issued identification badge as a precondition to 24/7 access to secured areas which shall be coordinated through Airport Operations.

(g) This Agreement does not envision provision of FOCN services to AUTHORITY occupied buildings or personnel beyond that described herein. Further, expansion of FOCN service to AUTHORITY shall require formal amendment to this Agreement or a separate agreement. The costs for any such expansion from the nearest point of existing connectivity to AUTHORITY owned and occupied buildings shall then be the sole responsibility of AUTHORITY. In such event, AUTHORITY shall also be responsible for payment of regular FOCN service charges on the same terms as the other governmental entities within Seminole County who are connected to the FOCN system. AUTHORITY shall not be charged for FOCN

service relative to connection of the AUTHORITY's fire station as described in subsection (b) of this Section or for the integration to replace the existing emergency "crash" phone services that connect Control Center/EOC, AUTHORITY Police Officers (both Sanford Police and the Airport Police), Airport Fire Station, and FAA Air Traffic Control Tower. This should be configured as a network connection at the point of network demarcation where the AUTHORITY and the COUNTY networks can connect. Responsibility for AUTHORITY equipment, networking, and security will be that of the AUTHORITY. Transport of data and data path to the Sheriff's Office/Public Safety Building complex will be the responsibility of the COUNTY.

**SECTION 5. PROVISION BY AUTHORITY OF TELEPHONE SERVICE AND EQUIPMENT, LEASING BY OCCUPANT PARTIES, AND PAYMENT TERMS.**

(a) AUTHORITY shall provide all telephone land line local and long distance services to COUNTY, SUPERVISOR, and SHERIFF within the buildings occupied by them. COUNTY, SUPERVISOR, and SHERIFF shall be obligated to use such services in the occupied buildings for the term of this Agreement and shall be obligated to pay AUTHORITY for such services according to the rates specified in Part I of Exhibit "B" incorporated in this Agreement by reference. The foregoing notwithstanding, AUTHORITY shall allow use and retention of the "665" telephone numbers associated with the Countywide governmental telephone exchange system if such numbers are requested by the COUNTY, SHERIFF or SUPERVISOR.

(b) AUTHORITY shall install and provide all telephone desk sets, ancillary hardware and equipment used or to be used by COUNTY, SUPERVISOR, and SHERIFF within the buildings occupied by the parties.

COUNTY, SUPERVISOR, and SHERIFF shall be solely responsible for proving detailed descriptions of the types and amounts of telephone desk sets and systems needs to AUTHORITY so that the specific requirements of each party are met. Prompt installation, maintenance, repair, and replacement of all such equipment shall be the sole responsibility of AUTHORITY. COUNTY, SUPERVISOR, and SHERIFF shall be obligated to lease and utilize all such equipment in the occupied buildings for the term of this Agreement and shall be obligated to pay AUTHORITY for such services according to the leasing rates specified in Part II of Exhibit "B" to this Agreement. Part II(a) of Exhibit "B" shall define the leasing charges imposed upon the COUNTY. Part II(b) of Exhibit "B" shall define the leasing charges imposed upon the SUPERVISOR. Part II(c) of Exhibit "B" shall define the leasing charges imposed upon the SHERIFF.

(c) The itemized inventory of telephone equipment and system technologies associated therewith to be leased by each party hereto is set forth in Exhibit "C" hereto, incorporated herein by reference. Part I of Exhibit "C" shall describe the equipment leased by COUNTY. Part II of Exhibit "C" shall describe the equipment leased by SUPERVISOR. Part III of Exhibit "C" shall describe the equipment leased by SHERIFF. Revisions to any part or all of Exhibit "C" may be made once a year by adoption of an amendment to this Agreement. Said amendment shall be deemed as requiring only the assent of AUTHORITY and the leasing party(ies) for whom particular revisions are made or requested.

(d) Failure of AUTHORITY to timely deliver, install, or replace the required equipment, or otherwise perform any of its duties or

responsibilities under this section shall be grounds for unilateral termination of this Agreement by the aggrieved party. Termination by any one party shall not be deemed grounds for unilateral termination by any other party in the absence of similar failure of performance affecting that party also.

(e) COUNTY, SUPERVISOR, and SHERIFF shall pay the required telephone leasing and service charges to the AUTHORITY according to the terms of Exhibit "B" and Exhibit "C" attached hereto. AUTHORITY shall reach an agreement as to preferred billing cycles with each party served. At a minimum, AUTHORITY shall submit a quarterly invoice on October 1, January 1, April 1, and July 1 of each fiscal year for those charges incurred for the next succeeding quarter; provided, however, that long distance charges shall be billed in arrears according to the actual tolls. COUNTY, SUPERVISOR, and SHERIFF shall pay the invoice within thirty (30) days of receipt of the invoice.

**SECTION 6. DEFAULT, NON-PERFORMANCE AND REMEDIES.**

(a) Nonpayment of invoiced amounts for longer than forty-five (45) days shall be deemed an event of default under this Agreement. In the event of such default, AUTHORITY reserves the right to discontinue or disconnect telephone services and, if such delinquency continues for longer than ninety (90) days, to terminate this Agreement with respect to the defaulting party. In any event of default, AUTHORITY shall also have the right to demand the entire balance due under the then current annual billing cycle of the Agreement, which amount shall become immediately due and payable and which shall also bear interest at the highest rate allowed by law until paid. Failure of AUTHORITY to

exercise its rights in a particular event of default shall not be construed as a waiver of the AUTHORITY's right to exercise such option in any subsequent event of default. The foregoing notwithstanding, nothing herein shall be construed as requiring the COUNTY to terminate provision of FOCN service to the affected buildings or to remove the installed cable on Airport property, unless the defaulting party(ies) vacate the subject building, in which case AUTHORITY may require termination of service to the affected building. AUTHORITY's rights under this paragraph shall not extend beyond the specific remedies enumerated herein.

(b) Regarding any future FOCN service provided to AUTHORITY, failure of the COUNTY to provide the enumerated services to the AUTHORITY for reasons not beyond its control shall be grounds for the nonpayment of the fees then owed by the AUTHORITY for the period such services were not rendered. Continued failure by the COUNTY to install and maintain the FOCN for reasons not beyond its control for longer than thirty (30) days shall be grounds for the AUTHORITY to terminate this Agreement without further financial obligation to the COUNTY.

**SECTION 7. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

**For COUNTY:**

Gregory A. Holcomb, Telecommunications Manager  
Seminole County Department of Information Technologies  
150 Bush Boulevard, Suite 3-105  
Sanford, Florida 32773

**For AUTHORITY:**

Bryant Garrett, Vice President and CFO  
Sanford Airport Authority  
1200 Red Cleveland Boulevard  
Sanford, Florida 32773

**For SHERIFF:**

Mark Schendorf  
100 Bush Boulevard  
Sanford, Florida 32773

**For SUPERVISOR:**

Michael Ertel, Supervisor of Elections  
1500 E. Airport Boulevard  
Sanford, Florida 32773

The parties may effect changes or substitution to the names and addresses of the contact persons by written notice to the other party which notice can also be sent via facsimile transmission, provided that a record of such communications shall be maintained by both parties. No formal amendment to this Agreement shall be required for such change.

**SECTION 8. TERMINATION.**

(a) Anything else in this Agreement to the contrary notwithstanding, this Agreement may be terminated at the sole discretion of the COUNTY, SUPERVISOR, and SHERIFF if they collectively determine that continued use of AUTHORITY's telephone services proves to be incompatible with, or an undue burden upon, their other information technology and telecommunications systems and requirements, and that it is no longer in those parties best interests

to continue under this Agreement. In such circumstances, COUNTY, SUPERVISOR, and SHERIFF shall give AUTHORITY at least thirty (30) days written notice of such intent to terminate and the terminating party shall then have an additional sixty (60) days to make other arrangements for procuring similar services. If the event of such termination for non-convenience in the manner provided herein, AUTHORITY shall be entitled to, and be paid for, the full amount of any monthly service fees that may have been paid for the remaining unused term of the then current quarterly billing cycle or fiscal year, whichever is less. COUNTY, SUPERVISOR, and SHERIFF shall have no other liabilities to the AUTHORITY whatsoever.

(b) In the event AUTHORITY determines that it is no longer in its own or the public interest to continue providing telephone equipment leasing and land line services to the other parties, it may terminate this Agreement upon thirty (30) days written notice to the other parties, who shall then have an additional sixty (60) days to acquire such services from other vendors. The foregoing notwithstanding, nothing herein shall be construed as requiring discontinuance of FOCN service or removal of the system components from the airport property or buildings in the event of AUTHORITY's termination of telephone services nor shall AUTHORITY be entitled to commence charging any sort of fees for the continued presence of FOCN components on its property or for the provision of such service to COUNTY, SUPERVISOR, and SHERIFF occupied buildings.

**SECTION 9. INSURANCE REQUIREMENTS.** The COUNTY shall be responsible for maintaining adequate insurance coverage against claims

by third persons arising from the installation, maintenance, use, misuse, or reliability of, the FOCN and for all of its other interests and obligations under this Agreement. AUTHORITY shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from all of its interests and obligations that are or may be affected by this Agreement.

**SECTION 10. INDEMNIFICATION.**

(a) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees, and agents thereof.

(b) The parties further agree that nothing contained herein shall 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 the parties beyond the waiver provided for in Section 768.28, Florida Statutes.

(c) The waiver of a provision herein by a party shall not constitute the further waiver of said provision or the waiver of any other provision or party hereto.

**SECTION 11. INDEPENDENT CONTRACTORS.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties or their officers, employees, and agents for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all consideration tendered and services performed under this Agreement.

**SECTION 12. DISCLAIMER OF THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue under or by reason hereof to or for the benefit of any third party not a formal party hereto. There are no third party beneficiaries or other benefiting parties to this Agreement.

**SECTION 13. UTILIZATION OF DOCUMENTS.** All documents, including user manuals and/or technical reports, if any, which are necessary for the installation, maintenance, design limitations, or operational requirements, and for performance of the COUNTY'S FOCN installation and maintenance responsibilities under this Agreement shall, during the term of the Agreement, be provided to AUTHORITY or the other parties in written and/or digital form. AUTHORITY shall also provide the other parties with any requested technical manuals, policy statements, or other documentation relative to any of the leased telephone equipment or services.

**SECTION 14. EQUAL OPPORTUNITY EMPLOYMENT.** The parties agree that they will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be 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 15. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole County, Florida as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

**SECTION 16. INTERPRETATIONS.** In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement including exhibits or attachments hereto, if any, this Agreement shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

**SECTION 17. FORCE MAJEURE.** In the event any party hereunder fails to satisfy in a timely manner any requirements imposed by this Agreement, due to a hurricane, flood, tornado, or other act of God or force majeure, then said party shall not be in default hereunder; provided, however, that performance shall recommence upon such event ceasing its effect.

**SECTION 18. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.** 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; provided, however, no formal amendment shall be required for mere changes or substitution of designated contact persons per Section 7 hereof.

**SECTION 19. SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, this Agreement is declared severable.

**SECTION 20. BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees, and designees of the parties.

**SECTION 21. PUBLIC RECORDS.** Each party shall allow public access to all documents, papers, letters, or other materials which have been made or received in conjunction with this Agreement in accordance with Chapter 119, Florida Statutes.

**SECTION 22. RECORDS AND AUDITS.** The parties agree to maintain all books, documents, papers, accounting records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection.

**SECTION 23. CONFLICTS OF INTEREST.**

(a) The parties agree that they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The parties hereby certify that no officer, agent, or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party to be conducted hereunder; that no such person shall have any such interest at any time during the term of this Agreement; and that no person shall use any monies derived under this Agreement for lobbying the Legislature in contravention of Section 216.347, Florida Statutes. The occurrence of an event of ethics violation as envisioned herein shall be grounds for unilateral termination of this Agreement by the non-offending party.

(c) Neither party to this Agreement shall cause any ethical violation on the part of any COUNTY officer or employee arising out of the subject matter of this Agreement. Pursuant to Section 220.115, Seminole County Code, any such event shall be grounds for unilateral termination of this Agreement by the COUNTY.

**SECTION 24. COMPLIANCE WITH LAWS AND REGULATIONS.** In performing under this Agreement, the parties shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating to the acts contemplated to be performed herein, including those now in effect and hereafter adopted. Any material violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

**SECTION 25. DISPUTE RESOLUTION.** Disputes shall be resolved in accordance with any dispute resolution agreements pertaining to the

parties that may exist from time to time or if none is in existence, then pursuant to Chapter 164, Florida Statutes.

**SECTION 26. CONSTRUCTION OF AGREEMENT.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that each of the parties have contributed substantially and materially to the preparation hereof.

**SECTION 27. HEADINGS.** All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

**SECTION 28. ENTIRE AGREEMENT.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. This Agreement shall bind the parties, their assigns, and successors in interest.

**SECTION 29. EXHIBITS.** The Exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

**SECTION 30. COUNTERPARTS.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original but all counterparts shall together constitute one and the same instrument.

**IN WITNESS WHEREOF,** the parties have executed this Agreement on the dates set forth below.



**EXHIBIT "A"**



**EXHIBIT "B"**

SANFORD AIRPORT AUTHORITY (SAA)  
PHONE SERVICE PRICE LIST

**MONTHLY CHARGES**

**TYPE OF PHONES**

6220	\$0.70
2500	\$0.50
6408D	\$2.14
6416D	\$2.63
6424D	\$4.38
WIRELESS – TRANSMITTER & HANDSET	\$17.00
CONSOLE	\$11.67

LINE CHARGE	\$19.95
TRUNK CHARGE	\$15.00

VOICE MAIL	\$3.00
911 CHARGE (PER TENANT)	\$1.00
ADVANTAGE WORLD (5 or more calls to U.K.)	\$5.00
ADVANTAGE WORLD (3 or less calls to U.K.)	\$3.00

USING DEMARCATION FEE	\$15.00
FIBER LINES	\$25.00
PHONE # PORT OVER FEE	\$25.00
TECH CHARGE (\$25.00 minimum)	\$56.00/hour
SET UP CHARGE VLAN	\$56.00/hour
VLAN MONTHLY SERVICE CHARGE	\$10.00
RECONNECT FEE	\$25.00/line
INTERNET CHARGE	\$49.95

*VLAN monthly charge will be waived if you purchase Internet access through SAA*

T-1 (bandwidth equivalency)	\$700.00/monthly
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*Multiple T-1's can be negotiated at a lower rate*

**LONG DISTANCE**

INTRASTATE	\$0.052/minute
INTERSTATE	\$0.044/minute
INTERNATIONAL	\$0.099/minute and up Depending on location

**EXHIBIT "C"**

**SUPERVISOR OF ELECTIONS**

<b>Extension</b>	<b>Phone Type</b>	<b>Name</b>	<b>Voice Mail</b>
3308	2500	Supervisor Elections Fire1	
3309	2500	Supervisor Elections Fire2	
7700	6408D+	SE - Main	
7701	6424D+	SE - Marian Buchans	
7703	6408D+	SE - Eve Loiseau	
7704	6408D+	SE - Michael Mascioli	
7705	2500	SE - Main Fax Line	
7706	6416D+	SE - Charlene Pike	1
7707	6416D+	SE - Alex Setzer	1
7708	6408D+	SE - Bonnie Eaton	
7709	6408D+	SE - Bill Downs	1
7710	6408D+	SE - Eleanore Bailey	
7711	6416D+	SE - Vienna Finochio	1
7712	6416D+	SE - Micheal Ertel	1
7713	6408D+	SE - Vickie Reese	
7714	6408D+	SE - Ballot Counting Room	
7715	6408D+	SE -	
7716	6408D+	SE - Patti Chase	
7717	6416D+	SE - John Haranzo	1
7718	6416D+	SE - Jill Branding	1
7719	6408D+	SE - Nancy Causey	
7720	2500	SE - GEMS Modem	
7721	2500	SE - Modem	
7722	2500	SE - Modem	
7723	2500	SE - Modem	
7724	2500	SE - Modem	
7725	2500	SE - Modem	
7726	2500	SE - Modem	
7727	2500	SE - Modem	
7728	2500	SE - Modem	
7729	2500	SE - Modem	
7730	2500	SE - Modem	
7731	2500	SE - Modem	
7732	2500	SE - Modem	
7733	2500	SE - Modem	
7734	2500	SE - Modem	
7735	6408D+	SE - Laura	
7736	6408D+	SE - Conference Room	

Bldg 310

SEMINOLE COUNTY SHERIFF			
Extension	Phone Type	Name	Voice Mail
1624	6408D+	Sheriff - Pat	1
1625	6408D+	Sheriff - Chad	1
1626	6408D+	Sheriff - Dave	1
1627	6408D+	Sheriff - Vacant	1
1628	6408D+	Sheriff - Vacant	1
1629	6408D+	Sheriff - Steve	1
1630	6408D+	Sheriff - Mario	1
1633	6408D+	Sheriff - Joan	1
1634	6408D+	Sheriff - Vacant	1
1635	6408D+	Sheriff - DT / Fats Rm.	1
1636	6408D+	Sheriff	1
1637	6408D+	Sheriff	1
1638	6408D+	Sheriff	1
1639	6408D+	Sheriff	1
2645	2500	Sheriff - Fax Line	
2648	6408D+	Sheriff - Breadroom	1
2650	6408D+	Sheriff - Lt. Morris	1

Log/Aviation

SEMINOLE COUNTY SHERIFF			
Extension	Phone Type	Name	Voice Mail
3725	2500	SCS Logistics Fire Alarm 1	
3726	2500	SCS Logistics Fire Alarm 2	
7599	2500	logistics Wireless	
7600	6416D+	Sheriff Special Operations	1
7601	6416D+	SCS Logistics-Lee, Capt	1
7602	6416D+	SCS Logistics-Davison, Sgt	1
7604	6408D+	SCS Logistics-Shaffer, Cpl	1
7605	6408D+	SCS Logistics-Loklin, John	1
7606	6408D+	SCS Logistics-Love, Shane	1
7607	6408D+	SCS Logistics-Morris, Billy	1
7608	6408D+	SCS Logistics-Paparo, Brian	1
7609	6408D+	SCS Logistics-Morris, Billy	1
7610	6408D+	SCS Logistics-Weissman, K.	1
7611	6408D+	SCS Logistics-K9 / Spare 1	
7613	6408D+	SCS Logistics-R&W / Spare 1	
7614	6408D+	SCS Logistics-Conference RM	
7615	6408D+	SCS Logistics-Warehouse 1	
7616	6408D+	SCS Logistics-Warehouse 2	
7617	6416D+	SCS Aviation-Human, Lt.	1
7618	6416D+	SCS Aviation-Chaney, Lt.	1
7619	6416D+	SCS Aviation-Farris, Steve	1
7620	6408D+	SCS Aviation-Medics	
7621	6408D+	SCS Aviation-Weight Room 1	
7622	6416D+	SCS Aviation-Ready Room	1
7623	6408D+	SCS Aviation-Flight Officer	
7624	6408D+	SCS Aviation-Training RM	
7625	6416D+	SCS Aviation-Wood, Bo.	1
7626	6408D+	SCS Aviation-Warehouse 1	
7627	2500	SCS Logistics Fax	
7628	2500	SCS Aviation Fax	

SEMINOLE COUNTY SHERIFF			
Extension	Phone Type	Name	Voice Mail
7629	2500	YES - FIRE ALARM #1	
7630	2500	YES - FIRE ALARM #2	
7640	6424D+	YES - Main Number	1
7641	6424D+	YES - Kathy McCool	1
7642	6424D+	YES - Carol Brothers	1
7643	6424D+	YES - Pat Chandler	1
7644	6424D+	YES - Eileen Patania	1
7646	6408D+	YES - Drill Instructor	
7647	6408D+	YES - Bernard Johns	1
7649	6408D+	YES	1
7650	6408D+	YES - Bob Driscoll	1
7651	6408D+	YES - Youth Specialists	1
7652	6408D+	YES - A.C.S.	1
7654	6408D+	YES - Grove H.S.A.	1
7655	6408D+	YES - Vacant	
7656	6408D+	YES - Employee Breakroom	
7657	6408D+	YES - Sharon Brian	1
7660	6408D+	YES - Catherine Stimpert	1
7661	6408D+	YES - JP01	1
7662	6408D+	YES - JP02	1
7663	6408D+	YES - JP03	1
7664	6408D+	YES - JP04	1
7665	6408D+	YES - JP05	1
7670	6408D+	YES - Sgt. Dwayne Johnson	1
7671	6408D+	YES - PAL Director/Youth	1
7672	6408D+	YES - DARE	1
7673	2500	YES - fax	
7674	2500	YES - fax	
7675	2500	YES - modem	
7680	6408D+	YES - Frank Valentin	1
7682	6408D+	YES - Deputy 1	1
7683	6408D+	YES - Deputy 2	1
7684	6408D+	YES - Deputy 3	1
7685	6408D+	YES - Deputy 4	1
7686	6408D+	YES - Michel Green	
7690	6408D+	YES - Cpt. Scott Balau	1