

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Fiber Optic Communication Network Interlocal Agreements

DEPARTMENT: Information Technologies **DIVISION:** Telecommunications

AUTHORIZED BY: Chris Grasso **CONTACT:** Greg Holcomb **EXT.** 1010
Director **CONTACT:** Charles Wetzel **EXT.** 5686

Agenda Date <u>10/14/03</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 the Fiber Optic Communication Network Interlocal Agreement (FOCN). The purpose of the agreement is to amend the current terms and conditions associated with provisions for the shared use of the FOCN by the Seminole Community College, Seminole County School Board, Florida Department of Revenue, and the Cities of Altamonte Springs, Casselberry, Lake Mary, Longwood, Sanford, and Winter Springs.

BACKGROUND:

Amendments to the existing FOCN Interlocals include amending existing language to create consistency with the County Attorney's current language, adjustment of dates for alignment with fiscal year budgets and notifications, and the adjustment of billing schedules. All changes were presented and approved during committee meetings of the Fiber Wide Area Network Committee prior to presentation to the agencies for their approval process.

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

Reviewed by Co Atty: <u>[Signature]</u> DFS: _____ Other: _____ DCM: <u>[Signature]</u> CM: <u>[Signature]</u> File No. <u>CITTO1</u>
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**FIRST AMENDMENT TO FIBER OPTIC COMMUNICATION NETWORK
INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 6th day of May, 2002 between the **FLORIDA DEPARTMENT OF REVENUE, CHILD SUPPORT ENFORCEMENT**, whose address is 532 West Lake Mary Boulevard, Sanford, Florida 32773, hereinafter referred to as the "AGENCY" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY and the AGENCY have heretofore entered into the Fiber Optic Communication Network Interlocal Agreement, the "Agreement" dated and executed on 6th day of May, 2002; and

WHEREAS, the AGENCY and the COUNTY have mutually determined that an amendment to Section 3 of the Agreement is necessary and desirable to correct an inadvertent omission of a provision requiring COUNTY to provide annual cost analysis to AGENCY; and

WHEREAS, Agency and County have further determined that additional amendments to Sections 5, 7 and 18 of the Agreement regarding billing cycles, notices and future administrative changes not requiring formal amendment, respectively, will benefit the mutual fiscal and management practices of both AGENCY and COUNTY, enhance their performance and better serve the needs of their citizenry and the public interest in general; and

WHEREAS, this First Amendment To Interlocal Fiber Optic Communication Network Interlocal Agreement, the "Amendment" is authorized by Chapter 163, Part VI, Florida Statutes and Section 18 of the Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the AGENCY and the COUNTY agree to amend the Agreement as follows:

1. Section 3 of the Agreement is hereby amended to provide for a deadline date of March 1 of each year for submission by the COUNTY of a cost analysis to the AGENCY. Accordingly, Section 3 of the Agreement shall henceforth read as follows:

SECTION 3. TERM. The initial term of this Agreement begins upon execution of this Agreement by the parties hereto and shall remain in effect until terminated by either party after first giving a 30 day written notice. By March 1 of each year, COUNTY shall provide AGENCY with a cost analysis for the next fiscal year.

2. Section 5 of the Agreement is hereby amended to revise the stated billing cycles to coincide with the County's fiscal year by revising the semi-annual billing cycles from January 1 and July 1 to an annualized billing cycle of October 1 and to provide a new form of notice of changes to rates and charges. Section 5 shall henceforth read as follows:

SECTION 5. FEES, CHARGES AND INVOICING.

(a) The Agency shall pay the required maintenance charges for the segments of the FOCN provided to the AGENCY for its use as specified in Exhibit "A" "Schedule of Charges" and Exhibit "B" "Schedule of Service Charges" attached hereto and incorporated by this reference, at the rates specified for the links used by the AGENCY. This charge shall be for the purpose of routine maintenance and emergency repairs; providing locating services to others when requested; and data transport services provided. The COUNTY shall submit an annual invoice on October 1 of each year for these charges coming due for the twelve month period ending on the next succeeding September 30th. The AGENCY

shall pay the invoice within forty-five (45) days of receipt of the invoice. The COUNTY shall update the information provided in Exhibits "A" and "B" as changes occur. A new Exhibit "A" and "B" shall be furnished to the AGENCY within fifteen (15) days of the change. All new changes due to a change in Exhibits "A" and "B" shall be appropriately pro-rated to reflect the date of the change. Revised forms of Exhibits "A" and "B" which are designed to accommodate the annualized October 1 billing cycle are attached hereto and incorporated herein by reference.

(b) The AGENCY shall be responsible for providing adequate funds for construction of any new link(s) required solely for its use. All joint projects shall be funded jointly by the parties based upon a fair share contribution of the construction costs as mutually agreed by the parties. All funds required for the construction of new projects shall be deposited into the appropriate account as specified by the COUNTY prior to commencement of the project.

3. Section 7 of the Agreement is hereby amended to remove references of named individuals to whom notices should be sent and to provide that notices be sent to certain officials designated by title of their position instead. Accordingly, Section 9 of the Agreement shall be amended to read as follows:

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:

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

For AGENCY:

Florida Department of Revenue, Child Support Enforcement
501 South Calhoun Street
Cartol Building, Room 143
Tallahassee, Florida 32399-0100

The parties may effect changes or substitution to the names and addresses of the designated contact officials 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.

4. Section 18 is hereby amended to allow for certain administrative changes regarding billing cycles and payment dates, routine changes to rates and charges and for substitution of contact persons or officials to be accomplished without the need for subsequent formal amendment to the Agreement. Section 18 shall henceforth read as follows:

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 or with respect to changes in Exhibits "A" and "B" as provided in Section 5 hereof. The foregoing notwithstanding, the parties may also make changes to the frequency and stated dates of billing and payment cycles without the need for formal amendment to this Agreement by a letter of understanding executed by the officials of both parties designated to receive

notices under Section 7 of this Agreement.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the AGENCY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

ATTEST:

Hauette P. Coleman

FLORIDA DEPARTMENT OF REVENUE

By: *J. Ferrelly*

Date: 11.21.021

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

Arnold W. Schneider
County Attorney

**EXHIBIT "B"- SCHEDULE OF DATA TRANSPORT SERVICE CHARGES
FIBER OPTIC COMMUNICATION NETWORK
INTERLOCAL AGREEMENT**

Service Type: Ethernet 10Mbps

Service Location: 520 W. Lake Mary Blvd. Sanford, FL

Segment One(1): From: Same

Segment Two(2): To: 301 N. Park Ave.
Sanford, FL

As of: _____
(Date)

Charge per month per segment: Ethernet 10Mbps: \$150.00

Installation charge per segment: Ethernet: \$ _____

Total Charge: Installation: \$ _____

Annual: \$1800.00

Approved By: _____ Date: _____

Gregory A. Holcomb

FIRST AMENDMENT TO FIBER OPTIC COMMUNICATION NETWORK
INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT is made and entered into this 8 day of April, 2023 and is to that certain Agreement made and entered into on the 12th day of May, 2000, between the **SEMINOLE COUNTY SCHOOL BOARD**, a Florida corporation existing under the laws of the State of Florida, whose address is 400 East Lake Mary Boulevard, Sanford Florida 32773, hereinafter referred to as the "SCHOOL BOARD" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY and the SCHOOL BOARD have heretofore entered into the Fiber Optic Communication Network Interlocal Agreement, the "Agreement" dated and executed on 12th day of May, 2000; and

WHEREAS, the SCHOOL BOARD and the COUNTY have mutually determined that certain amendments and grammatical corrections to Sections 4, 9, and 10 of the Agreement are necessary and desirable for their mutual fiscal and management practices, to enhance their performance and to better serve the needs of their citizenry and the public interest in general; and

WHEREAS, this First Amendment To Interlocal Fiber Optic Communication Network Interlocal Agreement, the "Amendment" is authorized by Chapter 163, Florida Statutes and Section 10 of the Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the SCHOOL BOARD and the COUNTY agree to amend the Agreement as follows:

1. Section 4 of the Agreement is hereby amended to revise the semi-annual billing cycles from January 1 and July 1 to an annualized billing cycle of July 1, to correct a minor scrivener's error and to

provide a new form of notice of changes to rates and charges. Section 4 shall henceforth read as follows:

SECTION 4. BUDGET, FUNDING AND ACCOUNTING. The SCHOOL BOARD shall pay the required charges as specified in Exhibits "A" and/or "B" for the segments of the FOCN provided to the SCHOOL BOARD for its use. This charge shall be for the purpose of routine maintenance and emergency repairs, providing locating services to others when requested, and data transport services provided. The COUNTY shall submit an annual invoice on July 1 of each year for these charges coming due during that fiscal year. The SCHOOL BOARD shall pay the invoices within 30 days of the date of the invoice. The COUNTY shall update the information provided in Exhibit "A" and "B" as changes occur. A new Exhibit "A" and "B" shall be furnished to the SCHOOL BOARD within 15 days of the change. All new charges due to a change in Exhibit "A" and "B" shall be appropriately prorated to reflect the date of change. The charges provided for in Exhibits "A" and "B" will be reviewed on an annual basis by the COUNTY Traffic Engineer and Telecommunications Manager, or upon the SCHOOL BOARD'S request for additional services and/or installation. Revised forms of Exhibits "A" and "B" which are designed to accommodate the annualized July 1 billing cycle are attached hereto and incorporated by reference.

The SCHOOL BOARD shall be responsible for providing adequate funds for construction of any new link(s) (or replacement of same) required solely for its use. All joint projects shall be funded jointly by the parties based upon a fair share contribution of the construction costs as mutually agreed by the parties. All funds required for the construction of new projects shall be deposited into the appropriate account as specified by the COUNTY prior to commencement of the project.

2. Section 9 of the Agreement is hereby amended to remove references of named individuals to whom notices should be sent and to provide that notices be sent to certain officials designated by title of their position instead. Accordingly, Section 9 of the Agreement shall be amended to read as follows:

SECTION 9. NOTICES. Whenever a party desires to give notice to the other, notice shall be sent to:

For COUNTY:

Seminole County Traffic Engineering
140 Bush Loop
Sanford, Florida 32773

with copy to:

Department of Information Technology
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For SCHOOL BOARD:

Chief Information Officer
Seminole County Public Schools
400 East Lake Mary Boulevard
Sanford, Florida 32773

Parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

3. Section 10 is hereby amended to allow for certain administrative changes regarding billing cycles and payment dates, routine changes to rates and charges and for substitution of contact persons or officials to be accomplished without the need for subsequent formal amendment to the Agreement. Section 10 shall henceforth read as follows:

SECTION 10. 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 substitutions of designated contact persons per Section 9 hereof, or with respect to changes in Exhibits "A" and "B" as provided

in Section 4 hereof. The foregoing notwithstanding, the parties may also make changes to the frequency and stated dates of billing and payment cycles without the need for formal amendment to this Agreement by a letter of understanding executed by the officials of both parties designated to receive notices under Section 9 of this Agreement.

4. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the SCHOOL BOARD and the COUNTY hereto have executed this instrument for the purpose herein expressed.

ATTEST:

SEMINOLE COUNTY SCHOOL BOARD

Paul J. Nugent

By: Sandra Robinson

Date: 4/18/23

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Daryl G. McLain, Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

Arnold W. Schreder
County Attorney

FIRST AMENDMENT TO FIBER OPTIC COMMUNICATION NETWORK
INTERLOCAL AGREEMENT

ORIGINAL

#1 of 3 CITY

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 16th day of October, 2001, between the **CITY OF LONGWOOD**, a municipality incorporated under the laws of the State of Florida, whose address is 175 West Warren Avenue, Longwood, Florida 32750, hereinafter referred to as the "CITY" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY and the CITY have heretofore entered into the Fiber Optic Communication Network Interlocal Agreement, the "Agreement" dated and executed on 16th day of October, 2001; and

WHEREAS, the CITY and the COUNTY have mutually determined that certain amendments and grammatical corrections to Sections 2, 4, 9, and 10 of the Agreement are necessary and desirable for their mutual fiscal and management practices, to enhance their performance and to better serve the needs of their citizenry and the public interest in general; and

WHEREAS, this First Amendment To Interlocal Fiber Optic Communication Network Interlocal Agreement, the "Amendment" is authorized by Chapter 163, Florida Statutes and Section 10 of the Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the CITY and the COUNTY agree to amend the Agreement as follows:

1. Section 2 of the Agreement is hereby amended to provide for a deadline date of March 1 of each year for submission by the COUNTY of a cost analysis to the CITY. Accordingly, Section 2 of the Agreement is hereby amended to read as follows:

SECTION 2. TERM. The initial term of this Agreement begins upon execution of this Agreement by the parties hereto and shall remain in effect until terminated by either party after first giving a 30 day written notice. By March 1 of each year, COUNTY shall provide CITY with a cost analysis for the next fiscal year.

2. Section 4 of the Agreement is hereby amended to revise the stated billing cycles to coincide with both the COUNTY'S and the CITY'S fiscal year by revising the semi-annual billing cycles from January 1 and July 1 to an annualized billing cycle of October 1, to correct a minor scrivener's error and to provide a new form of notice of changes to rates and charges. Section 4 shall henceforth read as follows:

SECTION 4. BUDGET, FUNDING AND ACCOUNTING. The CITY shall pay the required charges as specified in Exhibits "A" and/or "B" for the segments of the FOCN provided to the CITY for its use. This charge shall be for the purpose of routine maintenance and emergency repairs, providing locating services to others when requested, and data transport services provided. The COUNTY shall submit an annual invoice on October 1 of each year for these charges coming due during that fiscal year. The CITY shall pay the invoices within 30 days of the date of the invoice. The COUNTY shall update the information provided in Exhibit "A" and "B" as changes occur. A new Exhibit "A" and "B" shall be furnished to the CITY within 15 days of the change. All new charges due to a change in Exhibit "A" and "B" shall be appropriately prorated to reflect the date of change. The charges provided for in Exhibits "A" and "B" will be reviewed on an annual basis by the COUNTY Traffic Engineer and Telecommunications Manager, or upon the CITY'S request for additional services and/or installation. Revised forms of Exhibits "A" and "B" which are designed to accommodate the annualized October 1 billing cycle are attached hereto and incorporated by

reference.

The CITY shall be responsible for providing adequate funds for construction of any new link(s) (or replacement of same) required solely for its use. All joint projects shall be funded jointly by the parties based upon a fair share contribution of the construction costs as mutually agreed by the parties. All funds required for the construction of new projects shall be deposited into the appropriate account as specified by the COUNTY prior to commencement of the project.

3. Section 9 of the Agreement is hereby amended to remove references of named individuals to whom notices should be sent and to provide that notices be sent to certain officials designated by title of their position instead. Accordingly, Section 9 of the Agreement shall be amended to read as follows:

SECTION 9. NOTICES. Whenever a party desires to give notice to the other, notice shall be sent to:

For COUNTY:

Seminole County Traffic Engineering
140 Bush Loop
Sanford, Florida 32773

with copy to:

Department of Information Technology
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For CITY:

City Clerk
City of Longwood
175 Warren Avenue
Longwood, Florida 32750

with copy to:

Computer Services Manager
City of Longwood
175 West Warren Avenue
Longwood, Florida 32750

Parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

4. Section 10 is hereby amended to allow for certain administrative changes regarding billing cycles and payment dates, routine changes to rates and charges and for substitution of contact persons or officials to be accomplished without the need for subsequent formal amendment to the Agreement. Section 10 shall henceforth read as

follows:

SECTION 10. 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 substitutions of designated contact persons per Section 9 hereof, or with respect to changes in Exhibits "A" and "B" as provided in Section 4 hereof. The foregoing notwithstanding, the parties may also make changes to the frequency and stated dates of billing and payment cycles without the need for formal amendment to this Agreement by a letter of understanding executed by the officials of both parties designated to receive notices under Section 9 of this Agreement.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

ATTEST:

CITY OF LONGWOOD

Frederick B. Zambke

By: David J. H. —

Date: 12/04/02

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

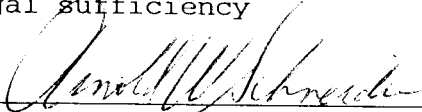
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.



County Attorney

**EXHIBIT "B"- SCHEDULE OF DATA TRANSPORT SERVICE CHARGES
FIBER OPTIC COMMUNICATION NETWORK
INTERLOCAL AGREEMENT**

Schedule of maintenance charges

Service Type: Ethernet 10Mbps

Service Location: Longwood City Hall

Segment One(1): From: _____

Segment Two(2): To: _____

As of _____

(Date)

Charge per month per segment: Ethernet 10Mbps: \$150.00

Installation charge per segment: Ethernet: \$ _____

Total Charge: Installation: \$ _____

Annual: \$1800.00

Approved By: _____ Date: _____

Gregory A. Holcomb

**FIRST AMENDMENT TO FIBER OPTIC COMMUNICATION NETWORK
INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20__ and is to that certain Agreement made and entered into on the 22nd day of March, 2001, between the **CITY OF SANFORD**, a municipality incorporated under the laws of the State of Florida, whose address is 300 North Park Avenue, Sanford, Florida 32771, hereinafter referred to as the "CITY" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY and the CITY have heretofore entered into the Fiber Optic Communication Network Interlocal Agreement, the "Agreement" dated and executed on 22nd day of March, 2001; and

WHEREAS, the CITY and the COUNTY have mutually determined that certain amendments and grammatical corrections to Sections 2, 4, 9, and 10 of the Agreement are necessary and desirable for their mutual fiscal and management practices, to enhance their performance and to better serve the needs of their citizenry and the public interest in general; and

WHEREAS, this First Amendment To Interlocal Fiber Optic Communication Network Interlocal Agreement, the "Amendment" is authorized by Chapter 163, Florida Statutes and Section 10 of the Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the CITY and the COUNTY agree to amend the Agreement as follows:

1. Section 2 of the Agreement is hereby amended to provide for a deadline date of March 1 of each year for submission by the COUNTY of a cost analysis to the CITY. Accordingly, Section 2 of the Agree-

ment is hereby amended to read as follows:

SECTION 2. TERM. The initial term of this Agreement begins upon execution of this Agreement by the parties hereto and shall remain in effect until terminated by either party after first giving a 30 day written notice. By March 1 of each year, COUNTY shall provide CITY with a cost analysis for the next fiscal year.

2. Section 4 of the Agreement is hereby amended to revise the stated billing cycles to coincide with both the COUNTY'S and the CITY'S fiscal year by revising the semi-annual billing cycles from January 1 and July 1 to an annualized billing cycle of October 1, to correct a minor scrivener's error and to provide a new form of notice of changes to rates and charges. Section 4 shall henceforth read as follows:

SECTION 4. BUDGET, FUNDING AND ACCOUNTING. The CITY shall pay the required charges as specified in Exhibits "A" and/or "B" for the segments of the FOCN provided to the CITY for its use. This charge shall be for the purpose of routine maintenance and emergency repairs, providing locating services to others when requested, and data transport services provided. The COUNTY shall submit an annual invoice on October 1 of each year for these charges coming due during that fiscal year. The CITY shall pay the invoices within 30 days of the date of the invoice. The COUNTY shall update the information provided in Exhibit "A" and "B" as changes occur. A new Exhibit "A" and "B" shall be furnished to the CITY within 15 days of the change. All new charges due to a change in Exhibit "A" and "B" shall be appropriately prorated to reflect the date of change. The charges provided for in Exhibits "A" and "B" will be reviewed on an annual basis by the COUNTY Traffic Engineer and Telecommunications Manager, or upon the CITY'S request for additional services and/or installation. Revised forms of Exhib-

its "A" and "B" which are designed to accommodate the annualized October 1 billing cycle are attached hereto and incorporated by reference.

The CITY shall be responsible for providing adequate funds for construction of any new link(s) (or replacement of same) required solely for its use. All joint projects shall be funded jointly by the parties based upon a fair share contribution of the construction costs as mutually agreed by the parties. All funds required for the construction of new projects shall be deposited into the appropriate account as specified by the COUNTY prior to commencement of the project.

3. Section 9 of the Agreement is hereby amended to remove references of named individuals to whom notices should be sent and to provide that notices be sent to certain officials designated by title of their position instead. Accordingly, Section 9 of the Agreement shall be amended to read as follows:

SECTION 9. NOTICES. Whenever a party desires to give notice to the other, notice shall be sent to:

For COUNTY:

Seminole County Traffic Engineering
140 Bush Loop
Sanford, Florida 32773

with copy to:

Department of Information Technology
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For CITY:

Finance Director
City of Sanford
300 North Park Avenue
Sanford, Florida 32771

Parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

4. Section 10 is hereby amended to allow for certain administrative changes regarding billing cycles and payment dates,

routine changes to rates and charges and for substitution of contact persons or officials to be accomplished without the need for subsequent formal amendment to the Agreement. Section 10 shall henceforth read as follows:

SECTION 10. 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 substitutions of designated contact persons per Section 9 hereof, or with respect to changes in Exhibits "A" and "B" as provided in Section 4 hereof. The foregoing notwithstanding, the parties may also make changes to the frequency and stated dates of billing and payment cycles without the need for formal amendment to this Agreement by a letter of understanding executed by the officials of both parties designated to receive notices under Section 9 of this Agreement.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

ATTEST:

CITY OF SANFORD

James R. Naughton

By: *[Signature]*

Date: 5/5/03

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

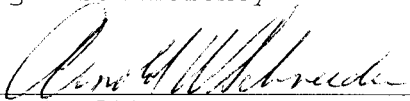
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.



County Attorney

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**FIRST AMENDMENT TO FIBER OPTIC COMMUNICATION NETWORK
INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT is made and entered into this 21st day of January, 2013 and is to that certain Agreement made and entered into on the 12th day of September, 2000, between the **CITY OF ALTAMONTE SPRINGS**, a municipality incorporated under the laws of the State of Florida, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701, hereinafter referred to as the "CITY" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY and the CITY have heretofore entered into the Fiber Optic Communication Network Interlocal Agreement, the "Agreement" dated and executed on 12th day of September, 2000; and

WHEREAS, the CITY and the COUNTY have mutually determined that certain amendments and grammatical corrections to Sections 2, 4, 9, and 10 of the Agreement are necessary and desirable for their mutual fiscal and management practices, to enhance their performance and to better serve the needs of their citizenry and the public interest in general; and

WHEREAS, this First Amendment To Interlocal Fiber Optic Communication Network Interlocal Agreement, the "Amendment" is authorized by Chapter 163, Florida Statutes and Section 10 of the Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the CITY and the COUNTY agree to amend the Agreement as follows:

1. Section 2 of the Agreement is hereby amended to provide for a deadline date of March 1 of each year for submission by the COUNTY of a cost analysis to the CITY. Accordingly, Section 2 of the Agree-

ment is hereby amended to read as follows:

SECTION 2. TERM. The initial term of this Agreement begins upon execution of this Agreement by the parties hereto and shall remain in effect until terminated by either party after first giving a 30 day written notice. By March 1 of each year, COUNTY shall provide CITY with a cost analysis for the next fiscal year.

2. Section 4 of the Agreement is hereby amended to revise the stated billing cycles to coincide with both the COUNTY'S and the CITY'S fiscal year by revising the semi-annual billing cycles from January 1 and July 1 to an annualized billing cycle of October 1, to correct a minor scrivener's error and to provide a new form of notice of changes to rates and charges. Section 4 shall henceforth read as follows:

SECTION 4. BUDGET, FUNDING AND ACCOUNTING. The CITY shall pay the required charges as specified in Exhibits "A" and/or "B" for the segments of the FOCN provided to the CITY for its use. This charge shall be for the purpose of routine maintenance and emergency repairs, providing locating services to others when requested, and data transport services provided. The COUNTY shall submit an annual invoice on October 1 of each year for these charges coming due during that fiscal year. The CITY shall pay the invoices within 30 days of the date of the invoice. The COUNTY shall update the information provided in Exhibit "A" and "B" as changes occur. A new Exhibit "A" and "B" shall be furnished to the CITY within 15 days of the change. All new charges due to a change in Exhibit "A" and "B" shall be appropriately prorated to reflect the date of change. The charges provided for in Exhibits "A" and "B" will be reviewed on an annual basis by the COUNTY Traffic Engineer and Telecommunications Manager, or upon the CITY'S request for additional services and/or installation. Revised forms of Exhib-

its "A" and "B" which are designed to accommodate the annualized October 1 billing cycle are attached hereto and incorporated by reference.

The CITY shall be responsible for providing adequate funds for construction of any new link(s) (or replacement of same) required solely for its use. All joint projects shall be funded jointly by the parties based upon a fair share contribution of the construction costs as mutually agreed by the parties. All funds required for the construction of new projects shall be deposited into the appropriate account as specified by the COUNTY prior to commencement of the project.

3. Section 9 of the Agreement is hereby amended to remove references of named individuals to whom notices should be sent and to provide that notices be sent to certain officials designated by title of their position instead. Accordingly, Section 9 of the Agreement shall be amended to read as follows:

SECTION 9. NOTICES. Whenever a party desires to give notice to the other, notice shall be sent to:

For COUNTY:

Seminole County Traffic Engineering
140 Bush Loop
Sanford, Florida 32773

with copy to:

Department of Information Technology
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For CITY:

Procurement Manager
City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, Florida 32701

Parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

4. Section 10 is hereby amended to allow for certain administrative changes regarding billing cycles and payment dates,

routine changes to rates and charges and for substitution of contact persons or officials to be accomplished without the need for subsequent formal amendment to the Agreement. Section 10 shall henceforth read as follows:

SECTION 10. 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 substitutions of designated contact persons per Section 9 hereof, or with respect to changes in Exhibits "A" and "B" as provided in Section 4 hereof. The foregoing notwithstanding, the parties may also make changes to the frequency and stated dates of billing and payment cycles without the need for formal amendment to this Agreement by a letter of understanding executed by the officials of both parties designated to receive notices under Section 9 of this Agreement.

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

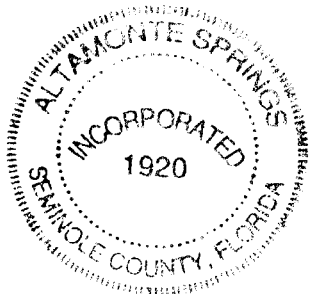
ATTEST:

CITY OF ALTAMONTE SPRINGS

[Signature]

By: *[Signature]*

Date: *[Signature]*



**EXHIBIT "A" - SCHEDULE OF CHARGES
FIBER OPTIC COMMUNICATION NETWORK
INTERLOCAL AGREEMENT
CITY OF ALTAMONTE SPRINGS**

Schedule of Maintenance Charges

Number of Linear Foot of Cable: 1,000 L.F.

Charges per L.F. of Cable: .13 cents per L.F.

Total Annual Maintenance Charge: \$ 130.00

Distance Calculations by: _____ Date: _____
David Muniz

Approved By: _____ Date: _____
Melonie C. Barrington

Revised
Effective
10/1/02

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

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**EXHIBIT "B"- SCHEDULE OF DATA TRANSPORT SERVICE CHARGES
FIBER OPTIC COMMUNICATION NETWORK
INTERLOCAL AGREEMENT**

Schedule of maintenance charges

Service Type: Ethernet 10Mbps

Service Location: Altamonte City Hall

Segment One(1): From: _____

Segment Two(2): To: _____

As of _____
(Date)

Charge per month per segment: Ethernet 10Mbps: \$150.00

Installation charge per segment: Ethernet: \$ _____

Total Charge: Installation: \$ _____

Annual: \$1800.00

Approved By: _____ Date: _____

Gregory A. Holcomb

**FIRST AMENDMENT TO FIBER OPTIC COMMUNICATION NETWORK
INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 13th day of October, 2000 between the **CITY OF WINTER SPRINGS**, a municipality incorporated under the laws of the State of Florida, whose address is 1126 East State Road 434, Winter Springs, Florida 32708, hereinafter referred to as the "CITY" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY and the CITY have heretofore entered into the Fiber Optic Communication Network Interlocal Agreement, the "Agreement" dated and executed on the 13th day of October, 2000; and

WHEREAS, the CITY and the COUNTY have mutually determined that certain amendments and grammatical corrections to Sections 4, 9, and 10 of the Agreement are necessary and desirable for their mutual fiscal and management practices, to enhance their performance and to better serve the needs of their citizenry and the public interest in general; and

WHEREAS, this First Amendment To Interlocal Fiber Optic Communication Network Interlocal Agreement, the "Amendment" is authorized by Chapter 163, Florida Statutes and Section 10 of the Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the CITY and the COUNTY agree to amend the Agreement as follows:

1. Section 4 of the Agreement is hereby amended to revise the stated billing cycles to coincide with both the COUNTY'S and the CITY'S fiscal year by revising the semi-annual billing cycles from

January 1 and July 1 to an annualized billing cycle of October 1, to correct a minor scrivener's error and to provide a new form of notice of changes to rates and charges. Section 4 shall henceforth read as follows:

SECTION 4. BUDGET, FUNDING AND ACCOUNTING. The CITY shall pay the required charges as specified in Exhibits "A" and/or "B" for the segments of the FOCN provided to the CITY for its use. This charge shall be for the purpose of routine maintenance and emergency repairs, providing locating services to others when requested, and data transport services provided. The COUNTY shall submit an annual invoice on October 1 of each year for these charges coming due during that fiscal year. The CITY shall pay the invoices within 30 days of the date of the invoice. The COUNTY shall update the information provided in Exhibit "A" and "B" as changes occur. A new Exhibit "A" and "B" shall be furnished to the CITY within 15 days of the change. All new charges due to a change in Exhibit "A" and "B" shall be appropriately prorated to reflect the date of change. The charges provided for in Exhibits "A" and "B" will be reviewed on an annual basis by the COUNTY Traffic Engineer and Telecommunications Manager, or upon the CITY'S request for additional services and/or installation. Revised forms of Exhibits "A" and "B" which are designed to accommodate the annualized October 1 billing cycle are attached hereto and incorporated by reference.

The CITY shall be responsible for providing adequate funds for construction of any new link(s) (or replacement of same) required solely for its use. All joint projects shall be funded jointly by the parties based upon a fair share contribution of the construction costs as mutually agreed by the parties. All funds required for the construction of new projects shall be deposited into the appropriate

account as specified by the COUNTY prior to commencement of the project.

2. Section 9 of the Agreement is hereby amended to remove references of named individuals to whom notices should be sent and to provide that notices be sent to certain officials designated by title of their position instead. Accordingly, Section 9 of the Agreement shall be amended to read as follows:

SECTION 9. NOTICES. Whenever a party desires to give notice to the other, notice shall be sent to:

For COUNTY:

Seminole County Traffic Engineering
140 Bush Loop
Sanford, Florida 32773

with copy to:

Department of Information Technology
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For CITY:

City Manager
City of Winter Springs
1126 E. State Road 434
Winter Springs, Florida 32708

with copy to:

City of Winter Springs
1126 E. State Road 434
Winter Springs, Florida 32708

Parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

3. Section 10 is hereby amended to allow for certain administrative changes regarding billing cycles and payment dates, routine changes to rates and charges and for substitution of contact persons or officials to be accomplished without the need for subsequent formal amendment to the Agreement. Section 10 shall henceforth read as follows:

SECTION 10. 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 substitutions of designated contact persons per Section 9 hereof, or with respect to changes in Exhibits "A" and "B" as provided in Section 4 hereof. The foregoing notwithstanding, the parties may also make changes to the frequency and stated dates of billing and payment cycles without the need for formal amendment to this Agreement by a letter of understanding executed by the officials of both parties designated to receive notices under Section 9 of this Agreement.

4. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

ATTEST:

CITY OF WINTER SPRINGS

[Handwritten Signature]

By: *[Handwritten Signature]*

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

[Handwritten Signature]
County Attorney

**EXHIBIT "A" - SCHEDULE OF CHARGES
FIBER OPTIC COMMUNICATION NETWORK
INTERLOCAL AGREEMENT
CITY OF WINTER SPRINGS**

Schedule of Maintenance Charges

City Hall to Police Department	18,142 L.F.
Police Department to Seminole County Public Safety	38,260 L.F.

Number of Linear Foot of Cable: 56,402 L.F.

Charges per L.F. of Cable: .13 cents per L.F.

Total Annual Maintenance Charge: \$ 7332.26

Distance Calculations by: _____ Date: _____
David Muniz

Approved By: _____ Date: _____
Melonie C. Barrington

Revised
Effective
10/1/02

**EXHIBIT "B"- SCHEDULE OF DATA TRANSPORT SERVICE CHARGES
FIBER OPTIC COMMUNICATION NETWORK
INTERLOCAL AGREEMENT**

Schedule of maintenance charges

Service Type: Ethernet 10Mbps

Service Location: Winter Springs City Hall

Segment One(1): From: _____

Segment Two(2): To: _____

As of _____
(Date)

Charge per month per segment: Ethernet 10Mbps: \$150.00

Installation charge per segment: Ethernet: \$ _____

Total Charge: Installation: \$ _____

Annual: \$1800.00

Approved By: _____ Date: _____

Gregory A. Holcomb

**FIRST AMENDMENT TO FIBER OPTIC COMMUNICATION NETWORK
INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 25th day of May, 1999, between the **CITY OF CASSELBERRY**, a municipality incorporated under the laws of the State of Florida, whose address is 95 Triplet Lake Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY and the CITY have heretofore entered into the Fiber Optic Communication Network Interlocal Agreement, the "Agreement" dated and executed on 25th day of May, 1999; and

WHEREAS, the CITY and the COUNTY have mutually determined that certain amendments and grammatical corrections to Sections 4, 9, and 10 of the Agreement are necessary and desirable for their mutual fiscal and management practices, to enhance their performance and to better serve the needs of their citizenry and the public interest in general; and

WHEREAS, this First Amendment To Interlocal Fiber Optic Communication Network Interlocal Agreement, the "Amendment" is authorized by Chapter 163, Florida Statutes and Section 10 of the Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the CITY and the COUNTY agree to amend the Agreement as follows:

1. Section 4 of the Agreement is hereby amended to revise the stated billing cycles to coincide with both the COUNTY'S and the CITY'S fiscal year by revising the semi-annual billing cycles from

January 1 and July 1 to an annualized billing cycle of October 1, to correct a minor scrivener's error and to provide a new form of notice of changes to rates and charges. Section 4 shall henceforth read as follows:

SECTION 4. BUDGET, FUNDING AND ACCOUNTING. The CITY shall pay the required charges as specified in Exhibits "A" and/or "B" for the segments of the FOCN provided to the CITY for its use. This charge shall be for the purpose of routine maintenance and emergency repairs, providing locating services to others when requested, and data transport services provided. The COUNTY shall submit an annual invoice on October 1 of each year for these charges coming due during that fiscal year. The CITY shall pay the invoices within 30 days of the date of the invoice. The COUNTY shall update the information provided in Exhibit "A" and "B" as changes occur. A new Exhibit "A" and "B" shall be furnished to the CITY within 15 days of the change. All new charges due to a change in Exhibit "A" and "B" shall be appropriately prorated to reflect the date of change. The charges provided for in Exhibits "A" and "B" will be reviewed on an annual basis by the COUNTY Traffic Engineer and Telecommunications Manager, or upon the CITY'S request for additional services and/or installation. Revised forms of Exhibits "A" and "B" which are designed to accommodate the annualized October 1 billing cycle are attached hereto and incorporated by reference.

The CITY shall be responsible for providing adequate funds for construction of any new link(s) (or replacement of same) required solely for its use. All joint projects shall be funded jointly by the parties based upon a fair share contribution of the construction costs as mutually agreed by the parties. All funds required for the construction of new projects shall be deposited into the appropriate

account as specified by the COUNTY prior to commencement of the project.

2. Section 9 of the Agreement is hereby amended to remove references of named individuals to whom notices should be sent and to provide that notices be sent to certain officials designated by title of their position instead. Accordingly, Section 9 of the Agreement shall be amended to read as follows:

SECTION 9. NOTICES. Whenever a party desires to give notice to the other, notice shall be sent to:

For COUNTY:

Seminole County Traffic Engineering
140 Bush Loop
Sanford, Florida 32773

with copy to:

Department of Information Technology
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For CITY:

Public Works Director
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

with copy to:

City Engineer
City of Casselberry
95 Triplet Lake Drive
Casselberry, Florida 32707

Parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

3. Section 10 is hereby amended to allow for certain administrative changes regarding billing cycles and payment dates, routine changes to rates and charges and for substitution of contact persons or officials to be accomplished without the need for subsequent formal amendment to the Agreement. Section 10 shall henceforth read as follows:

SECTION 10. 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 substitutions of designated contact persons per Section 9 hereof, or with respect to changes in Exhibits "A" and "B" as provided in Section 4 hereof. The foregoing notwithstanding, the parties may also make changes to the frequency and stated dates of billing and payment cycles without the need for formal amendment to this Agreement by a letter of understanding executed by the officials of both parties designated to receive notices under Section 9 of this Agreement.

4. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

ATTEST:

CITY OF CASSELBERRY

Helma McPherson
Helma McPherson

Bruce A. Lanford
Bruce A. Lanford

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

Samuel W. Schuch
Samuel W. Schuch
County Attorney

**EXHIBIT "B"- SCHEDULE OF DATA TRANSPORT SERVICE CHARGES
FIBER OPTIC COMMUNICATION NETWORK
INTERLOCAL AGREEMENT**

Schedule of maintenance charges

Service Type: Ethernet 10Mbps

Service Location: Casselberry City Hall

Segment One(1): From: _____

Segment Two(2): To: _____

As of _____

(Date)

Charge per month per segment: Ethernet 10Mbps: \$150.00

Installation charge per segment: Ethernet: \$ _____

Total Charge: Installation: \$ _____

Annual: \$1800.00

Approved By: _____ Date: _____

Gregory A. Holcomb

**FIRST AMENDMENT TO FIBER OPTIC COMMUNICATION NETWORK
INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 9th day of August, 2000, between **SEMINOLE COMMUNITY COLLEGE**, a public community college existing and operating under the laws of the State of Florida, whose address is 100 Weldon Boulevard, Sanford Florida 32773, hereinafter referred to as "SCC" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY and SCC have heretofore entered into the Fiber Optic Communication Network Interlocal Agreement, the "Agreement" dated and executed on 9th day of August, 2000; and

WHEREAS, SCC and the COUNTY have mutually determined that certain amendments and grammatical corrections to Sections 4, 9, and 10 of the Agreement are necessary and desirable for their mutual fiscal and management practices, to enhance their performance and to better serve the needs of their citizenry and the public interest in general; and

WHEREAS, this First Amendment To Interlocal Fiber Optic Communication Network Interlocal Agreement, the "Amendment" is authorized by Chapter 163, Florida Statutes and Section 10 of the Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, SCC and the COUNTY agree to amend the Agreement as follows:

1. Section 4 of the Agreement is hereby amended to revise the semi-annual billing cycles from January 1 and July 1 to an annualized billing cycle of July 1, to correct a minor scrivener's error and to provide a new form of notice of changes to rates and charges. Section

4 shall henceforth read as follows:

SECTION 4. BUDGET, FUNDING AND ACCOUNTING. SCC shall pay the required charges as specified in Exhibits "A" and/or "B" for the segments of the FOCN provided to SCC for its use. This charge shall be for the purpose of routine maintenance and emergency repairs, providing locating services to others when requested, and data transport services provided. The COUNTY shall submit an annual invoice on July 1 of each year for these charges coming due during that fiscal year. SCC shall pay the invoices within 30 days of the date of the invoice. The COUNTY shall update the information provided in Exhibit "A" and "B" as changes occur. A new Exhibit "A" and "B" shall be furnished to SCC within 15 days of the change. All new charges due to a change in Exhibit "A" and "B" shall be appropriately prorated to reflect the date of change. The charges provided for in Exhibits "A" and "B" will be reviewed on an annual basis by the COUNTY Traffic Engineer and Telecommunications Manager, or upon SCC'S request for additional services and/or installation. Revised forms of Exhibits "A" and "B" which are designed to accommodate the annualized July 1 billing cycle are attached hereto and incorporated by reference.

SCC shall be responsible for providing adequate funds for construction of any new link(s) (or replacement of same) required solely for its use. All joint projects shall be funded jointly by the parties based upon a fair share contribution of the construction costs as mutually agreed by the parties. All funds required for the construction of new projects shall be deposited into the appropriate account as specified by the COUNTY prior to commencement of the project.

2. Section 9 of the Agreement is hereby amended to remove references of named individuals to whom notices should be sent and to provide that notices be sent to certain officials designated by title of

their position instead. Accordingly, Section 9 of the Agreement shall be amended to read as follows:

SECTION 9. NOTICES. Whenever a party desires to give notice to the other, notice shall be sent to:

For COUNTY:

Seminole County Traffic Engineering
140 Bush Loop
Sanford, Florida 32773

with copy to:

Department of Information Technology
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For SCC:

Vice-President for Administration
and Business
Seminole Community College
100 Weldon Boulevard
Sanford, Florida 32773-6199

with copy to:

Director, CTS
Seminole Community College
100 Weldon Boulevard
Sanford, Florida 32773-6199

Parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

3. Section 10 is hereby amended to allow for certain administrative changes regarding billing cycles and payment dates, routine changes to rates and charges and for substitution of contact persons or officials to be accomplished without the need for subsequent formal amendment to the Agreement. Section 10 shall henceforth read as follows:

SECTION 10. 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 substitutions of designated contact persons per Section 9 hereof, or with respect to changes in Exhibits "A" and "B" as provided in Section 4 hereof. The foregoing notwithstanding, the parties may also make changes to the frequency and stated dates of billing and

**EXHIBIT "B"- SCHEDULE OF SERVICE CHARGES
FIBER OPTIC COMMUNICATION NETWORK
INTERLOCAL AGREEMENT**

Schedule of maintenance charges

Service Type: N/A

Service Location: N/A

Segment One(1): From: _____

Segment Two(2): To: _____

As of _____

(Date)

Charge per month per segment: Ethernet 10Mbps: \$150.00

OC3/ATM: \$ 750.00

Installation charge per segment: Ethernet: \$500.00

OC3/ATM: \$750.00

Total Charge: Installation: \$ 0.00

Annual: \$ 0.00

Annual Invoice Amount: \$ 0.00

(After Installation: July 1 of each year)

Approved By:  Date: 3/3/03

Gregory A. Holcomb

**FIRST AMENDMENT TO FIBER OPTIC COMMUNICATION NETWORK
INTERLOCAL AGREEMENT**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the 14th day of December, 1999, between the **CITY OF LAKE MARY**, a municipality incorporated under the laws of the State of Florida, whose address is 100 North Country Club Road, Lake Mary, Florida 32746, hereinafter referred to as the "CITY" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY and the CITY have heretofore entered into the Fiber Optic Communication Network Interlocal Agreement, the "Agreement" dated and executed on 14th day of December, 1999; and

WHEREAS, the CITY and the COUNTY have mutually determined that certain amendments and grammatical corrections to Sections 4, 9, and 10 of the Agreement are necessary and desirable for their mutual fiscal and management practices, to enhance their performance and to better serve the needs of their citizenry and the public interest in general; and

WHEREAS, this First Amendment To Interlocal Fiber Optic Communication Network Interlocal Agreement, the "Amendment" is authorized by Chapter 163, Florida Statutes and Section 10 of the Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the CITY and the COUNTY agree to amend the Agreement as follows:

1. Section 4 of the Agreement is hereby amended to revise the stated billing cycles to coincide with both the COUNTY'S and the CITY'S fiscal year by revising the semi-annual billing cycles from

January 1 and July 1 to an annualized billing cycle of October 1, to correct a minor scrivener's error and to provide a new form of notice of changes to rates and charges. Section 4 shall henceforth read as follows:

SECTION 4. BUDGET, FUNDING AND ACCOUNTING. The CITY shall pay the required charges as specified in Exhibits "A" and/or "B" for the segments of the FOCN provided to the CITY for its use. This charge shall be for the purpose of routine maintenance and emergency repairs, providing locating services to others when requested, and data transport services provided. The COUNTY shall submit an annual invoice on October 1 of each year for these charges coming due during that fiscal year. The CITY shall pay the invoices within 30 days of the date of the invoice. The COUNTY shall update the information provided in Exhibit "A" and "B" as changes occur. A new Exhibit "A" and "B" shall be furnished to the CITY within 15 days of the change. All new charges due to a change in Exhibit "A" and "B" shall be appropriately prorated to reflect the date of change. The charges provided for in Exhibits "A" and "B" will be reviewed on an annual basis by the COUNTY Traffic Engineer and Telecommunications Manager, or upon the CITY'S request for additional services and/or installation. Revised forms of Exhibits "A" and "B" which are designed to accommodate the annualized October 1 billing cycle are attached hereto and incorporated by reference.

The CITY shall be responsible for providing adequate funds for construction of any new link(s) (or replacement of same) required solely for its use. All joint projects shall be funded jointly by the parties based upon a fair share contribution of the construction costs as mutually agreed by the parties. All funds required for the construction of new projects shall be deposited into the appropriate

account as specified by the COUNTY prior to commencement of the project.

2. Section 9 of the Agreement is hereby amended to remove references of named individuals to whom notices should be sent and to provide that notices be sent to certain officials designated by title of their position instead. Accordingly, Section 9 of the Agreement shall be amended to read as follows:

SECTION 9. NOTICES. Whenever a party desires to give notice to the other, notice shall be sent to:

For COUNTY:

Seminole County Traffic Engineering
140 Bush Loop
Sanford, Florida 32773

with copy to:

Department of Information Technology
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

For CITY:

City of Lake Mary
100 North Country Club Road
Lake Mary, Florida 32746

with copy to:

City of Lake Mary
100 North Country Club Road
Lake Mary, Florida 32746

Parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

3. Section 10 is hereby amended to allow for certain administrative changes regarding billing cycles and payment dates, routine changes to rates and charges and for substitution of contact persons or officials to be accomplished without the need for subsequent formal amendment to the Agreement. Section 10 shall henceforth read as follows:

SECTION 10. 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 substitutions of designated contact persons per Section 9 hereof, or with respect to changes in Exhibits "A" and "B" as provided in Section 4 hereof. The foregoing notwithstanding, the parties may also make changes to the frequency and stated dates of billing and payment cycles without the need for formal amendment to this Agreement by a letter of understanding executed by the officials of both parties designated to receive notices under Section 9 of this Agreement.

4. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

ATTEST:

CITY OF LAKE MARY

Carol A. Foster
Carol A. Foster, City Clerk

By: John C. Litton
John C. Litton, City Manager

Date: December 6, 2002

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Chairman

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

As authorized for execution by
the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

12/5/02

**EXHIBIT "B"- SCHEDULE OF DATA TRANSPORT SERVICE CHARGES
FIBER OPTIC COMMUNICATION NETWORK
INTERLOCAL AGREEMENT**

Schedule of maintenance charges

Service Type: Ethernet 10Mbps

Service Location: Lake Mary City Hall

Segment One(1): From: _____

Segment Two(2): To: _____

As of _____

(Date)

Charge per month per segment: Ethernet 10Mbps: \$150.00

Installation charge per segment: Ethernet: \$ _____

Total Charge: Installation: \$ _____

Annual: \$1800 00

Approved By: _____ Date: _____

Gregory A. Holcomb