

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 3, 2014 Consent Regular
 Public Hearing Workshop

Department:

Submitted by: Information Systems Services
Submitted for: Information Systems Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A. **Approve** Affiliate Connection Agreement ("Agreement") with the Florida LambdaRail, LLC (FLR) to enable the County's continued access to high-speed network services at an annual cost of \$180,776, (\$150,776 for network service fees and estimated \$30,000 for Third Party Connection fees); and
- B. **Authorize** the County Administrator or his designee, ISS Director, to approve and execute FLR Service Ticket ("S-Ticket") requests associated with FLR services, up to a maximum dollar value of \$50,000 per "S-Ticket".

Summary: On April 15, 2008, the County entered into an Agreement with Florida LambdaRail, LLC (R2008-0674, "Original Agreement") to obtain high-speed, high bandwidth optical network services to support the needs of the County and other governmental, educational and non-profit entities utilizing the Palm Beach County Regional Network. This Original Agreement expired on April 15, 2014 as the County and FLR worked to generate the new agreement; therefore, the effective commencement date for the successor Agreement is April 16, 2014, upon the last signature to the agreement. FLR "S-Ticket" is a one-stop, online system for reporting problems, requesting new services or changing existing services and will be used by ISS Network staff for these purposes. Countywide (PFK)

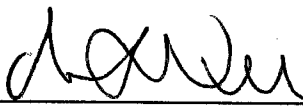
Background and Justification: The County's fiber optic network and connection to the Florida LambdaRail is a valuable resource offered to all qualifying community anchor institutions (government, education, health care, and non-profit organizations). Commodity priced Internet service through the FLR network has resulted in substantial cost savings for the County.

Continued on Page 3...

Attachments:

1. Affiliate Connection Agreement with Florida LambdaRail (3 originals)
2. Copy of Original Agreement with FLR (R2008-0674) and Supplemental Service Order Requests (R2011-1418), (R2011-1818, R2011-1819) & (R2012-0459)
3. ISS Service Agreements with External Agencies connected to FLR
4. Screen Shot of FLR "S-Ticket" System

Recommended by: Steve Bordon 5-8-2014
 Department Director Date

Approved by:  5/14/14
 County Administrator Date

Background and Justification:

Continued from Page 1...

The Florida LambdaRail is an independent research and education network owned and operated on behalf of the FLR partner institutions and affiliates of the Florida LambdaRail, LLC, and a not-for-profit limited liability corporation. Created to facilitate advanced research, education, and 21st century economy initiatives in the State of Florida, utilizing next generation network technologies, protocols, and services, FLR provides opportunities for Florida university faculty members, researchers, and students to collaborate with colleagues in-state, across the country, and around the world. A list of all existing ISS service agreements with external agencies connected to the FLR is included as Attachment 3.

In 2008, the Board of County Commissioners approved an agreement for Palm Beach County to connect to the Florida LambdaRail. This was one of the earliest such agreements between the FLR and a county government.

Numerous benefits have resulted from this intergovernmental shared services model. This agreement provides the County with faster broadband services for Internet access and reduces annual operating costs by approximately \$29,000 per year. A further benefit from our connection to the FLR is access to the Northwest Regional Data Center (NWRDC), a major disaster recovery site adjacent to the Florida State University campus in Tallahassee. In 2009, Palm Beach County entered into an agreement for server rack space in the NWRDC which enables ISS, the Clerk & Comptroller's Office and the School District to backup selected data at a significant savings over utilizing a commercial facility. The Clerk's Office, in particular, relies upon this facility for their disaster recovery program.

Perhaps the greatest advantage has been gained by our agreement with the FLR which designates Palm Beach County ISS as an aggregator of FLR services with rights to resell connectivity to other public sector agencies. As a reseller of FLR network services, ISS has become an Internet Service Provider (ISP) for numerous other units of local government, education, and non-profits. Most of the larger cities in Palm Beach County are now interconnected as well as important non-profit organizations such as the Scripps Research Institute and the Max Planck Florida Institute. The County's role as a service provider is formalized under service agreements with each agency based on an approved rate plan. These shared services agreements likewise improve internet service and reduce costs for all participating agencies.

We wish to acknowledge the level of intergovernmental collaboration that has been fostered through our agreement with the Florida LambdaRail.

**FLORIDA LAMBDARAIL
AFFILIATE CONNECTION AGREEMENT**

THIS AFFILIATE CONNECTION AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between **FLORIDA LAMBDARAIL, LLC**, a Florida limited liability company (hereinafter referred to as "FLR"), and **PALM BEACH COUNTY, FLORIDA**, a political subdivision organized under the laws of the State of Florida (hereinafter referred to as "Affiliate"), effective as of last date signed.

RECITALS

A. FLR and the Affiliate entered into that certain Affiliate Connection Agreement dated the 15th day of April, 2008, a Supplement thereto on the 13th day of September, 2011, and two (2) Supplemental Service Order Requests thereto on the 15th day of November, 2011 and one (1) Supplemental Service Order Request thereto on the 20th day of March, 2012 (hereinafter collectively referred to as the "Original Agreement").

B. FLR and the Affiliate wish to terminate the Original Agreement as provided hereinbelow and enter into this Agreement effective immediately upon the termination of the Original Agreement.

C. FLR has constructed a high-bandwidth optical network (hereinafter referred to as the "Network") to link Florida's research institutions and provide a network to support large-scale research, education outreach, public/private partnerships and information technology infrastructure.

D. Affiliate desires to connect to the Network and obtain the Network Services (as defined hereinbelow) as an Affiliate participant of FLR, and FLR has agreed to furnish such connection and Network Services to Affiliate as an Affiliate participant, on the terms and subject to the conditions hereinbelow set forth.

NOW, THEREFORE, the parties hereto set forth their mutual understandings and agreement as follows:

1. Recitals. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as fully as if set forth herein verbatim.
2. Termination of Original Agreement. The Original Agreement shall be terminated, effective the 15th day of April, 2014, without any further action being required by the parties. The term of this Agreement shall commence on the 16th day of April, 2014, immediately upon the termination of the Original Agreement and shall continue as provided in paragraph 5 hereinbelow.
3. Payments due FLR under the Original Agreement. Upon termination of the Original Agreement, Affiliate shall pay to the FLR, no later than the 30th day of June, 2014, all sums due the FLR under the Original Agreement (R-2008-0674 & R-2008-0675, as amended) through the date of termination.
4. Approval of Affiliate. By its execution hereof, FLR acknowledges and agrees that Affiliate has been approved by the Board of Directors of FLR as an Affiliate participant of FLR.
5. Term of Agreement. Unless sooner terminated as provided hereinbelow, the term of this Agreement and Affiliate's status as an Affiliate participant of FLR shall be for a period of four (4) years. Affiliate shall have the option to extend the term of this Agreement for four successive extension terms of one (1) year each as long as Affiliate is not in default under this Agreement, either at the time of exercise or at the time the extended term commences. Affiliate shall exercise such option by delivering written notification thereof to FLR at least thirty (30) days prior to the expiration of the term, as the same may have been previously extended. During any such extension term either party may give written notice of termination of this Agreement as provided for in paragraph 22 hereinbelow.

6. Connection to Network; Network Services. FLR agrees to provide Affiliate with a connection to the Network and to provide Affiliate with the following service (herein referred to as the "Network Services"):

- (a) access to national research networks (e.g., Internet2) for eligible Affiliate network users, such as the Palm Beach County educational institutions, libraries, museums, hospitals;
- (b) access to commercial Internet services;
- (c) provisioning of virtual private networks (VPNs) to enable remote access and private data communications over the state-wide infrastructure; and
- (d) peering with other participants in the Network.

7. Connection Locations. FLR has provided Affiliate with connections to the Network in accordance with that certain Florida LambdaRail Affiliate Installation Agreement dated the 15th day of April, 2008 (hereinafter referred to as the "Installation Agreement").

8. Network Management. Affiliate agrees to exercise normal prudent network management and implement normal prudent controls so as to ensure FLR's production services are not disrupted. To the extent permitted by Section 768.28, Florida Statutes, Affiliate covenants and agrees to indemnify, hold harmless and defend FLR from and against any and all claims, liabilities, losses, costs, damages and expenses which FLR may sustain, suffer or incur as a result of Affiliate's failure to exercise normal prudent network management and implement normal prudent controls as required by the immediately preceding sentence.

9. Affiliate Responsibilities. Affiliate shall be responsible for all financial, contractual and physical arrangements related to establishing and maintaining its connections to the Network, including without limitation furnishing its own router and interface hardware and local loops. Affiliate shall also be responsible for complying in every respect with the responsibilities set forth in the FLR Service Level Understanding (SLU) attached hereto as Exhibit "A" and made a part hereof.

10. Charges for Connection to Network and Network Services. The charges described hereinbelow for connection to the Network and the Network Services shall be based upon the FLR price schedule applicable to Affiliate participants as approved by the Board of Directors of FLR from time to time. Affiliate acknowledges and agrees that such price schedule will be periodically reviewed and adjusted by the Board of Directors of FLR. Notice of changes shall be provided in writing to Affiliate at least sixty (60) days prior to the effective date of the change; provided, however, that (i) such change shall only be effective at the start of the fiscal year of FLR, and (ii) changes shall occur not more than once per year.

Affiliate covenants and agrees to pay the following charges and fees for connection to the Network and the Network Services:

- (a) Recurring Costs. Affiliate shall pay to FLR an annual recurring services fee (hereinafter referred to as the "Services Fee") for FLR services, which are integrated, into a single package as set forth in Exhibit "B". These services include use of the FLR Ethernet-based IP transport facility, access to the commercial Internet, and network connectivity and support functions required to maintain the Affiliate's connection to the FLR infrastructure for each connection location identified in the Installation Agreement. Additional services may be requested at any time and shall be based upon the current price schedule. This Services Fee is effective the date the Affiliate initiates use of the FLR services and shall be due and payable on a quarterly basis. Advanced annual payments are also acceptable. Additional or decreased services may be requested at any time utilizing the FLR "S-Ticket" as set forth in the FLR Service Level Understanding (SLU) attached hereto as Exhibit "A", and shall be based upon current prices. For any decrease in service, Affiliate must give not less than thirty (30) days prior written notice for a stated time period; and (ii) Affiliate is not in default under this Agreement at the time the requested time period commences.

Access to the commercial Internet is based upon an initial bandwidth commitment. Excess usage over the bandwidth commitment, if not corrected within 90 days following written notification thereof, shall incur cost for any use in excess of 110% of the bandwidth commitment and shall be based on the FLR current standard rate per megabit. Excessive usage shall be calculated on a 95th percentile confidence interval (CI) based on 5-minute averages (monthly usage divided into 5-minute intervals). The top 5% of these intervals shall be discarded and the next highest interval, inbound or outbound shall be used as the Affiliate's total bandwidth usage for the month. Billing for the excess bandwidth usage shall be included in the quarterly invoice of recurring costs.

As part of the FLR network services, for amounts of commercial Internet bandwidth of 100 Mbps or less, 100 Mbps of bandwidth to access the Internet2 network shall be made available at no additional cost to eligible users of the Affiliate's network. Parties who are otherwise connected to the Network that are eligible to access the Internet2 Network at no additional cost are educational institutions (non-profit and for-profit K-20, technical, and trade schools), museums, art galleries, libraries, or hospitals that require routine collaboration on instructional, clinical, and/or research projects, services, and content with Internet2 participants. In order to take advantage of access to the Internet2 network, eligible users must either be an Internet2 member or an Internet2 sponsored participant. FLR shall provide Internet2 sponsorship for eligible users as part of the Internet2 Secondary Educational Group Participant (SEGP) program at no additional cost to the Affiliate or eligible users.

Based upon the current price schedule applicable to Affiliate participants of FLR, the amounts due hereunder for the above-described charges and fees, subject to adjustment by the Board of Directors of FLR from time to time as provided for hereinabove, shall be as set forth in Exhibit "B", attached hereto and made a part hereof.

11. Status as Affiliate. Affiliate acknowledges and agrees that Affiliate's status as an Affiliate participant of FLR (a) does not create any equity interest in FLR and (b) does not bestow any voting rights upon Affiliate. Affiliate shall solely be entitled to connect to the Network pursuant to the terms and conditions of this Agreement.

12. Resale of FLR Services. Affiliate shall not resell FLR Network services in any manner not approved of in this Agreement or without the written consent of the Board of Directors of FLR, which consent may be withheld in FLR's sole and complete discretion.

13. Use of FLR Services by County Agencies. As an Affiliate, Affiliate will have a direct connection to the Network and shall be authorized to provide access to, or services across the Network through Affiliate's network to certain governmental, educational and medical agencies and institutions within Palm Beach County (hereinafter referred to as the "County Agencies") that have been approved by FLR. FLR agrees that the Network Services provided hereunder to Affiliate may be utilized by County Agencies at no additional cost to Affiliate and shall not be considered a resale of FLR services for the purposes of this Agreement. County Agencies shall not be construed or deemed to be Affiliate participants of FLR. County Agencies are not Owners, do not own an equity interest in the LLC, have no representation on the Board, and have no voting rights. Affiliate shall be solely responsible for County Agencies' connections to Affiliate's network, and FLR shall have no obligation whatsoever in connection therewith.

14. Use of Affiliate's Network as a Network Aggregator. The parties understand and agree that Affiliate will also utilize its connection to the Network as a "Network Aggregator". As a Network Aggregator, Affiliate shall be authorized to provide connectivity to the FLR Network through its fiber network to any of the municipalities incorporated within Palm Beach County or any other person or entity (hereinafter referred to as "Third Party Connections") which meet the criteria for non-equity participants in FLR (such criteria being that a potential non-equity participant must meet one of the following conditions: (i) the potential participant is an educational institution (i.e., private, non-profit educational institution, Florida public university, community college, for-profit college, or public/private school); (ii) the potential participant is in collaboration with other FLR non-profit participants in support of research, education, or 21st century economy initiatives; (iii) the potential participant is teaming with an FLR Equity Partner or

Affiliate in research or 21st century economy activities; (iv) the potential participant facilitates connecting other State of Florida government entities that do not conflict with the purpose of FLR; and (v) providing such service does not jeopardize the FLR's non-profit status) and have been approved by FLR. Each Third Party Connection shall be less than 100 Mbps and delivered via Affiliate's fiber network to the FLR location identified in the Installation Agreement. The Third Party Connection shall not be construed or deemed Affiliate participants of FLR. Third Party Connections are not Owners, do not own an equity interest in the LLC, have no representation on the FLR Board of Directors, and have no voting rights. Affiliate agrees not to allow any Third Party Connections to its network that will utilize FLR Network Services unless each such Third Party Connection is to a municipality located within Palm Beach County or otherwise approved by FLR. Affiliate shall be solely responsible for Third Party Connections to Affiliate's network, and FLR shall have no obligation whatsoever in connection therewith.

Affiliate shall be obligated to collect an annual downstream subscriber fee from each Third Party Connection who utilizes the Network Services provided hereunder to Affiliate in the amount of One Thousand Two Hundred Dollars (\$1,200.00) per year, and remit such fee collected to FLR as set forth in the FLR Third Party Downstream Subscriber Fee attached hereto as Exhibit "C" and made a part hereof. As with the FLR fees and charges for network connectivity, the downstream subscriber fee shall be based upon the FLR prices applicable to Third Party Connections as approved by the Board of Directors of FLR and shall be prorated at \$100 per month and invoiced quarterly, in arrears. Such prices will be periodically reviewed and adjusted by the Board of Directors of FLR. Notice of changes shall be provided in writing to Affiliate at least sixty (60) days prior to the effective date of the change; provided, however, that (i) such change shall only be effective at the start of the fiscal year of FLR, and (ii) changes shall occur not more than once per year.

All Third Party Connections in service as of the effective date of this agreement are hereby accepted by FLR as valid and active for the purposes of this agreement.

15. Use of Affiliate's Network for Last Mile Connectivity to the FLR Network. The parties understand and agree that Affiliate will also utilize its connection to the Network to deliver last mile connectivity to the Network to other affiliate participants of FLR (hereinafter referred to as "Affiliate Connectors"). Affiliate shall be authorized to provide connectivity to the FLR Network to Affiliate Connectors through a connection to its fiber network. Each Affiliate Connector shall be 100 Mbps or greater and delivered via Affiliate's fiber network to the FLR location identified in the Installation Agreement. Both parties understand and agree that such connectivity shall be in accordance to provisions established under different and separate agreements between Affiliate and applicable Affiliate Connectors. FLR and Affiliate Connectors shall have separate agreement for the provision of the FLR Network Services. In the event this Agreement shall terminate, the Affiliate agrees to continue its service with Affiliate Connectors in accordance to the provisions established under the separate agreement for last mile connectivity between Affiliate and Affiliate Connectors. Affiliate shall be solely responsible for Affiliate Connectors' connection to Affiliate's network, and FLR shall have no obligation whatsoever in connection therewith.

16. Collocation of Network Equipment. FLR and Affiliate understand and agree that Affiliate shall share vertical rack space (with power) at the FLR location identified in the Installation Agreement for the purpose of collocating equipment. The FLR agrees to provide an installed and grounded 19" inch wide, 5-U (8.75") of vertical rack space, with 10 amps of DC power, fuse panels and cross connects as required. Affiliate shall be responsible for pre-configuring their equipment prior to installation by the FLR engineering staff. Installation shall be according to FLR standards. Affiliate shall be solely responsible for maintaining the configuration and code levels of their equipment. FLR shall provide Affiliate an "out of band" Ethernet port and IP address to reach their equipment in case of loss of management through normal channels.

Affiliate understands and agrees access to the collocation space shall be coordinated, authorized and approved by FLR. All access to the collocation space shall be through Level3 Tech Escort Services. Adding new or swapping modules in existing equipment may be performed by Affiliate with a Level3 Tech Escort. All other changes shall be completed by FLR and/or Level3 as required. Affiliate shall be responsible for the cost of all Level3 Tech Escort services conducted on their behalf and based upon

separate costs set forth by Level3 according to their dispatch fee schedule. Level3 reviews these charges periodically and subject to adjustments from time to time.

17. General. Capacity on the Network (hereinafter referred to as "Capacity") shall be provided and maintained through FLR in accordance with FLR's then-current technical specifications. In order to protect the technical integrity of the network, FLR has the right to limit the manner by which any portion of the Network is used. FLR reserves the right to reject for any reason any request for Capacity. Capacity is offered subject to the availability of facilities and the submission of accurate information by Affiliate. FLR shall have priority over all other users with respect to use of the Capacity. The Network shall at all times remain the property of FLR. Affiliate shall not take any action or inaction that imposes any encumbrance on the Network or use the Capacity in an unlawful manner or in a way that interferes with FLR's or a third party's use of Capacity or the Network, including any transmission or the content thereof that violates any copyright or export control laws or that are libelous, slanderous or an invasion of privacy. Unless otherwise expressly agreed to in writing by the parties, all connections to the Network for the Capacity shall be made to designated equipment racks at points of presence identified by FLR for the connection locations designated in paragraph 7 herein above and all of the costs of accessing and interconnecting with the FLR connection points shall be borne by the Affiliate. Affiliate understands, acknowledges and agrees that the Capacity is unprotected and is therefore subject to defects, failures and interruptions. Nothing in this Agreement shall prevent FLR from taking such actions as are necessary to repair and maintain the Network upon reasonable notice thereof and without any liability therefor.

THE CAPACITY PROVIDED HEREUNDER IS PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OR ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY WITH RESPECT TO MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

18. Force Majeure. Neither party shall be in default if any failure to perform is caused by anything beyond the control of such party.

19. Liability. FLR shall use commercially reasonable efforts to deliver the Capacity by the requested due date, but FLR's failure to do so shall not be a default under this Agreement and FLR shall not be liable to Affiliate or any third party for any damages related thereto.

FLR SHALL NOT BE LIABLE OR RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED AS A RESULT OF THIS AGREEMENT.

IN ADDITION, ANY THIRD PARTY PROVIDER OF SERVICES OR FACILITIES EMPLOYED BY FLR TO PROVIDE THE CAPACITY SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED AS AN INDIRECT OR DIRECT RESULT IN CONNECTION WITH OR BASED UPON ALLEGED DEFECTS, FAILURES OR INTERRUPTIONS IN OR OTHERWISE RELATING TO THE SERVICES OR FACILITIES OF THE PROVIDER EXCEPT TO THE EXTENT SUCH DAMAGES ARISE FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PROVIDER.

To the extent provided in Section 768.28, Florida Statutes, Affiliate shall be responsible for any costs incurred by FLR, or any damage to or loss of any of FLR's facilities, arising out of the acts or omissions of Affiliate.

20. Payment. Unless other payment terms are specified in this Agreement, charges hereunder shall be paid 30 days after receipt of the invoice for such charges. In addition to the charges set forth herein and except for income or gross receipts taxes, Affiliate shall pay any fees lawfully imposed by any governmental or quasi-governmental body in connection with the provision of the Capacity, as well as any additional costs that FLR reasonably incurs as an indirect or direct result of this Agreement, not to exceed on an annual basis five percent (5%) of the charges and payments due for the applicable year as specified

hereinabove. If Affiliate in good faith disputes any portion of a charge, Affiliate shall provide written notice to FLR of the billing dispute within 30 days thereafter.

21. Assignment. Neither party may assign this Agreement or any of the Capacity without the prior written consent of FLR.

22. Termination of Service. Affiliate shall have the right to terminate this Agreement prior to the expiration of the term hereof in the event it determines it will be unable to make the payments due hereunder. FLR may suspend or terminate, in whole or in part, the Capacity or this Agreement without any liability therefor (a) in the event that Affiliate fails to make payment hereunder if such failure is not corrected by Affiliate within 30 days following written notification thereof; (b) for any other material breach by Affiliate if such breach is not corrected by Affiliate within 30 days following written notification thereof; (c) for any use of the Capacity by Affiliate which FLR determines to be harmful to the Network or other users of the Network or violates any law or regulation; or (d) in the event any law, rule, regulation or judgment of any court or governmental or quasi-governmental agency prevents FLR from providing the Capacity or any portion thereof. Termination or suspension by FLR or early termination by Affiliate shall not relieve Affiliate of liability incurred prior to such termination or suspension.

23. Parties Responsibilities. Each party shall be responsible for its own acts, omissions, and the results thereof.

24. Parties Responsibilities. Each party shall be responsible for its own acts, omissions, and the results thereof.

25. Nondisclosure. Unless otherwise required by law, neither FLR nor Affiliate shall disclose to third parties the rates and fees due hereunder, or any information that is identified as confidential by one of the parties hereto (hereinafter referred to as the "Disclosing Party"), without the prior, written consent of the Disclosing Party. For the purposes of this Agreement, the information disclosed hereunder by the Disclosing Party to the other party hereto (hereinafter referred to as the "Receiving Party") will not be treated as confidential if it (a) is or becomes public knowledge without the fault or action of the Receiving Party, (b) is received by the Receiving Party from a third party, (c) is independently developed by the Receiving Party without access to the information hereunder, (d) is or becomes available to the Receiving Party on an unrestricted basis from the Disclosing Party, or (e) is required to be disclosed by law or court order. The obligation of each party receiving confidential information shall extend for the term of this Agreement as stated above. This section is not intended to prevent required disclosure pursuant the provisions of Chapter 119, Florida Statutes.

26. Compliance with Laws and Regulations. In performing their obligations under this Agreement, the parties shall abide by all laws, statutes, ordinances, rules and regulations pertaining to or regulating the performance required by this Agreement. Any violation of such laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating party to terminate this Agreement immediately upon delivery of written notice of termination to the violating party, provided that a written notice of violation and a reasonable opportunity to cure has been first given.

27. Nondiscrimination. FLR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

28. Access and Audits. FLR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The Affiliate shall have access to such books, records, and documents as

may be requested pursuant in this paragraph 27, to the extent relevant to this Agreement, FLR's performance under this Agreement or FLR's relationship with Affiliate for the purpose of inspection or audit during normal business hours, at FLR's place of business.

Affiliate has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of FLR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

28. Availability of Funds. The Affiliate's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

29. Notices. Services provided to and through Affiliate by FLR will require Affiliate's Internet technology staff to interface with FLR. Affiliate and FLR will advise each other from time to time of the members of their Internet technology staff, together with appropriate contact information, in connection with any technical or network administration issue. Contact information for service interruption and technical assistance is provided for in Exhibit "A". Any notices or other communications related to matters other than technical matters, network administration and service interruptions which may be required or desired to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, delivered by a nationally recognized courier service (such as Federal Express or UPS) or if mailed by United States certified mail, return receipt requested, postage prepaid, addressed to the respective party at the addresses set forth below:

To Affiliate: Robert Weisman, County Administrator
c/o Steve Bordelon, Information Systems Services Director
Palm Beach County Board of County Commissioners
301 North Olive Avenue, 8th Floor
West Palm Beach, FL 33401
(Telephone: 561-355-2394)

With a copy to: County Attorney's Office
Palm Beach County Board of County Commissioners
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
(Telephone: 561-355-2225)

To FLR: Florida LambdaRail, LLC
1607 Village Square Blvd., Suite 4
Tallahassee, Florida 32309-2772
Attn: Chief Executive Officer

With a copy to: Dean Mead et al.
8240 Devereux Drive, Suite 100
Viera, Florida 32940
Attn: R. Mason Blake, Esq

Any notice so given, delivered or made by mail shall be deemed to have been duly given, delivered or made on the date the same is deposited in the United States mail in the manner specified hereinabove. Any notice which is not given, delivered or made by United States mail in the manner specified above shall be deemed to have been duly given, delivered or made upon actual receipt of the

some by the party to whom the same is to be given, delivered or made. Either party may change the address to which notices are to be sent to such party by written notice to the other party specifying such change of address.

30. Remedies. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held either in Palm Beach County or Leon County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the Affiliate and/or FLR.

31. Miscellaneous. As used herein, the term "Effective Date" shall be the date on which the last one of FLR and Affiliate have signed this Agreement and communicated the same to the other party. If this Agreement is not accepted and executed by Affiliate on or before September 1, 2014 this Agreement shall thereupon be null, void, and of no further force or effect.

This Agreement or any provision hereof may be amended or waived only by written agreement signed by both parties. This writing constitutes the entire agreement between the parties and supersedes and merges all prior oral or written agreements, representations, statements, proposals and undertakings between the parties regarding the subject matter hereof. Nothing contained herein shall be construed to imply a partnership, joint venture, principal and agent or employer and employee relationship between the parties. Except as set forth in Section 19 above with regard to the provider of services or facilities employed by FLR to provide the Capacity, no provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive. All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution. This Agreement is the subject of negotiation between the parties and should not be interpreted more favorably toward one party over the other.

[signatures are on the following page]

In recognition of their agreements hereunder, the parties have executed this Agreement as of the date first above written.

Approved as to form and legality
By R. Mason Blake, Esq.
General Counsel for FLR, April 21,
2014

FLORIDA LAMBDARAIL, LLC, a Florida
limited liability company

By: 

Name: JOSEPH A. LAZAR

Title: CHIEF EXECUTIVE OFFICER

Date: MAY 5, 2014

ATTEST:

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, Florida, By Its
Board of County Commissioners

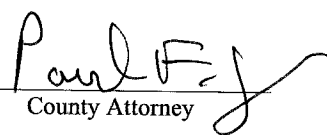
By: _____
Deputy Clerk

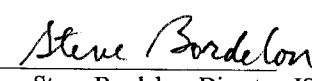
By: _____
Priscilla A. Taylor, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: 
County Attorney

By: 
Steve Bordelon, Director, ISS



FLR

Florida LambdaRail

Florida's Research and Education Network

Revised: 10/08/2013

EXHIBIT A

**Florida LambdaRail, LLC
Service Level Understanding (SLU)**

The purpose for this document is to characterize the availability and problem-recovery/ response-interval participants utilizing the FLR networking infrastructure and services may expect. The targeted availability and problem recovery response for the FLR services offered to its participants are noted below. All times listed are in accordance with Affiliate's local time.

I. FLR Services offered:

A. FLRNet Service (Internet, Internet2, Peering, L2/3 VPN)

Availability: The design goal for the FLRNet service is five 9's (99.999%)

FLR Internet service is provided by FLR contract with two Tier1 Internet Service Providers (ISPs), each with their own redundant connection to FLRNet. A redundant path for enhanced access to the National LambdaRail (NLR) and Internet2 (I2) is provided via a 10GE NLR interface to Houston, Texas as the results of a mutual backup arrangement with LEARN/LONI/ONENET.

To ensure highly available FLRNet services each FLRNet 7609 core site backbone is dual connected to other FLRNet core router sites to protect against single wave failures. The CISCO 7609s utilized include redundant supervisor and power supplies. In other words, the FLRNet is redundant outside of a full switch outage.

Because of local fiber access issues observed over the first few months of FLR operations it is advised that each FLR participant connect to FLRNet services with both Primary and Secondary connections to protect against a single local access failure.

Node-to-Node Latency: As measured by FLR performance measurement nodes, the maximum average latency shall not exceed 40ms.

Problem analysis: The FLR Engineering team is dispatched immediately upon report of problem from the user community or the FLR Network Management System (see below for details on accessing the NMS and NOC.)

Problem resolution: Problem resolution goal for FLRNet is four hours or less after problem analysis. Problem resolution of Internet2 or Internet will depend on upstream providers' response. Problem response may depend on Members local loop provider.

Equipment that supports the FLRNet, (Cisco 7609s) is under Smartnet contract with Cisco. Contract response for the 7609 is 24/7 by 4 hours on-site. The backbone of FLRNet utilizes FLRWave service.

B. FLRWave Services - Gigabit Ethernet (GE), OC48, 10GE, OC192

Availability: The design goal of FLRWave services is 99.99%

The design goal for FLRWaves provided over the FLR infrastructure is four 9's availability. For waves that extend outside Florida utilizing NLR may only expect two 9's availability. If your application requires a higher level of availability, an additional wave can be provided via alternate physical path at additional cost.

Problem analysis: The FLR Engineering team is dispatched immediately upon notification of an outage by its NMS systems or by the participant.

Problem Resolution:

Repair is next business day pending Cisco delivery of non-common components. 24/7/4 Smartnet services

EXHIBIT A

Florida LambdaRail, LLC Service Level Understanding (SLU)

can be obtained at the request of the customer at additional cost.

Equipment that supports the FLRWave service (Cisco 15454s) is under a Cisco Smartnet contract 8/5 NBD (next business day.) The FLR NOC has spare hardware for the common parts that make up an FLRWave but not the transponders. The common parts can be delivered on-site to anywhere in the state in six hours for total node failure barring natural disaster (e.g. Hurricane). . FLR does not at present maintain spare ROADM, ADM or Transponders.

Cisco Smartnet service contract requires that we place order for replacement part prior to 3PM EST for next business day delivery.

II. Service Requests:

Requesting additional Internet bandwidth or updating any of the FLRNet suite of services is done via the web S-Ticket system. Internet2 service can typically be enabled within a week depending on the response of the Internet2 NOC. Internet service will be enabled within a week if the total FLR Internet utilization is within 80% of capacity otherwise FLR will provide the requested capacity within 17 business days.

III. Change Management:

FLR performs and schedule maintenance over two weekly standing change windows. Scheduled work takes place either Sunday morning 6AM-9AM or Tuesday 5AM-6AM. Urgent changes may take place any day from 5AM-6AM. Emergency maintenance: anytime. All changes are reviewed and tracked in a change management tracking system.

IV. FLR NOC

The FLR NOC is staffed for continuous, 24*365 monitoring of the state of the optical network, and coordinates restoration of any failures that may surface during the operation of the network. The NOC is hosted at the University of Florida Computing and Network Services. Should the NOC become unavailable due to circumstances outside its control the FLR network design facilitates management (rapid NOC relocation) at any of the other FLRNet core sites and additional Optical sites designed for disaster recovery response.

The services of the NOC include coordination, communications and control between and among the FLR participants, vendors and other upstream service providers.

V. Participants' Responsibilities

A. Provides FLR field engineering staff to assist in network operations:

FLR field engineers should be derived, where possible, from participant's network engineering groups to assist with all portions of FLR network operations, from provisioning to troubleshooting.

B. Provides end-user support and local problem diagnosis and resolution:

Using detailed tools provided to local engineering staff by the FLR NOC, the first level of troubleshooting of any end-user problems should be performed by the local staff. If the problem is not local to the participant, the FLR NOC will be contacted to report a problem and begin the next level of troubleshooting. If the problem is determined to be at another FLR participant's site, staff from that facility will work with the FLR NOC to diagnose and resolve the problem.

C. Facilitates, supports participant's research use of the FLR:

In coordination with FLR Experimental Support personnel, designated local staff will facilitate and support participant's interest in the use of FLR for research or teaching purposes.

EXHIBIT A

**Florida LambdaRail, LLC
Service Level Understanding (SLU)**

VI. The FLR NOC can be contacted via the Web, Telephone and email:

WEB: <http://noc.flrnet.org/sticket>

Phone: 352.294.FLR1 (3571)

Email: noc@flrnet.org

FLR Service Ticket ("S-Ticket")

The FLR "S-Ticket" is the one stop system for reporting problems, requesting net service, or a change in existing service. Once you submit a ticket, you will receive confirmation and progress emails.

Problem Escalation Contacts:

FLR Dispatch, Ralph Brigham, noc@flrnet.org

FLR CTO, Director of Engineering, Dave.Pokorney@flrnet.org

FLR COO, Veronica.Sarjeant@flrnet.org

FLR CEO, Joseph.Lazor@flrnet.org

EXHIBIT B

**FEES AND CHARGES
FOR NETWORK CONNECTIVITY AND SERVICES**

**FLR AFFILIATE CONNECTION AGREEMENT
PALM BEACH COUNTY GOVERNMENT, FLORIDA**

**4*1 Gbps NETWORK CONNECTION & 1 Gbps USE OF FLRNET ONLY
540Mbps – R&E/INTERNET SERVICES**

PALM BEACH COUNTY GOVERNMENT	
Recurring Cost¹	\$ 150,776

Payment Schedule	
1st Payment	\$ 37,694
2nd Payment	\$ 37,694
3rd Payment	\$ 37,694
4th Payment	\$ 37,694
Annual Total	\$ 150,776

Notes:

1. The above costs are based upon the Affiliate price schedule approved by the FLR Board of Directors. This price schedule is reviewed periodically and the fees and charges are subject to adjustments as needed from time to time by the Board of Directors. Notice of changes shall be provided in writing to Affiliate at least sixty (60) days prior to the effective date of the change; provided, however, that (1) such change shall only be effective at the start of the fiscal year of FLR, and (ii) changes shall occur not more than once per year.
2. Affiliate shall gain access to the FLR network via a direct connection to the FLR point of presence in West Palm Beach, FL obtained thru a provider of their choice as agreed upon in a separate agreement with that provider. The cost to establish these connections shall be negotiated and established under a separate contract between Affiliate and the provider and is not included in the charges listed above.

Affiliate shall have four (4) 1G redundant direct connections to the network infrastructure located in West Palm Beach, FL and one 1G FLRNet-only direct connection to the network infrastructure to the Terremark NAP in Miami, FL.

3. Affiliate is responsible for all of their cost incurred for establishing and maintaining a connection to the network. With the exception of cross-connect fees for connecting the Affiliate and FLR networks, Affiliate's costs to establish these connections are not included in the costs listed above.
4. The recurring cost consists of several FLR services integrated into a single package. These services include co-location, cross connect, and port charges, and support functions required to maintain the Affiliate's connection to the FLR infrastructure, use (up to 5 Gbps) of the FLR Ethernet-based IP transport facility, and access to the commercial Internet (540 Mbps). This cost is due and payable on a quarterly basis and is effective the date the Affiliate initiates use of the FLR services. Annual advance payments are also accepted. Additional FLR network services may be requested at any time and shall be based upon the current price schedule.
5. FLR participants obtaining Internet services are provided settlement-free peering exchange of traffic between FLR and commercial Internet peering partners. Access to the commercial Internet is based upon a Committed Data Rate (CDR) and includes settlement free peers at no additional cost. Affiliate has an initial CDR of 540 Mbps per month

EXHIBIT B

**FEES AND CHARGES
FOR NETWORK CONNECTIVITY AND SERVICES**

**FLR AFFILIATE CONNECTION AGREEMENT
PALM BEACH COUNTY GOVERNMENT, FLORIDA**

**4*1 Gbps NETWORK CONNECTION & 1 Gbps USE OF FLRNET ONLY
540Mbps – R&E/INTERNET SERVICES**

Affiliate is encouraged to implement inbound and outbound rate limits to protect against inbound overuse and high bit rate outbound denial of service. If excess usage over the CDR is not corrected within 90 days following written notification thereof, Affiliate shall be charged \$9 per megabit for any use in excess of 110% of the bandwidth commitment. Excessive usage over the bandwidth commitment shall be calculated on a 95th percentile confidence interval (CI) based on 5-minute averages (monthly usage divided into 5 minute intervals). The top 5% of these intervals shall be discarded and the next highest interval, inbound or outbound shall be used as the Affiliate's total bandwidth usage for the month. Billing for the excess bandwidth usage shall be included in the quarterly invoice of recurring costs.

6. For amounts of commercial Internet bandwidth of 100 Mbps or less, 100 Mbps of bandwidth to access the Internet2 network shall be made available at no additional cost to eligible users of the Affiliate's network. Parties who are otherwise connected to the Network that are eligible to access the Internet2 Network at no additional cost are educational institutions (non-profit and for-profit K-20, technical, and trade schools), museums, art galleries, libraries, or hospitals that require routine collaboration on instructional, clinical, and/or research projects, services, and content with Internet2 participants. In order to take advantage of access to the Internet2 network, eligible users must either be an Internet2 member or an Internet2 sponsored participant. FLR shall provide Internet2 sponsorship for eligible users as part of the Internet2 Secondary Educational Group Participant (SEGP) program at no additional cost to the Affiliate or eligible users.

Additional access to the Internet2 network may be requested at any time and shall be based upon the current price schedule, which is a 4-unit cost model. Internet2 access above 100 Mbps up to 250 Mbps is equivalent to 1 unit; above 250 Mbps up to 500 Mbps is equivalent to 2 units; above 500 Mbps up to 750 Mbps is equivalent to 3 units; 750 Mbps up to 1 Gbps is equivalent to 4 units. Affiliate shall be charged \$14,211 per unit due and payable in advance on an annual basis.

7. FLR agrees to allow the Affiliate to serve as a FLR Network Aggregator. As a FLR Network Aggregator, Affiliate shall be authorized to provide access to, or services across the Network through its fiber network to certain governmental, educational, research, medical, and other agencies and institutions which meet the criteria for non-equity participants in FLR (as described in paragraph 14 herein above), that have been approved by FLR ("Third Party Connections"). Each Third Party Connection shall access the FLR network at less than 100 Mbps. Affiliate shall be solely responsible for each Third Party Connection to its network and the FLR shall have no obligations whatsoever.

Affiliate shall be obligated to collect an annual downstream subscriber fee of \$1,200 per year from each Third Party Connection who utilizes the Network Services provided hereunder to Affiliate and remit such fee to FLR, in accordance with Exhibit C.

EXHIBIT C

**FLR AFFILIATE CONNECTION AGREEMENT
PALM BEACH COUNTY GOVERNMENT, FLORIDA**

**THIRD PARTY CONNECTIONS
DOWNSTREAM SUBSCRIBER FEE**

Under the Affiliate Connection Agreement, FLR agrees the Affiliate may utilize its connection to the Network as a "Network Aggregator," in accordance with Exhibit B. As a Network Aggregator, Affiliate shall be authorized to provide Third Party Connections that have been approved by FLR. Each Third Party Connection shall be less than 100 Mbps and delivered via Affiliate's fiber network to the FLR network.

The Affiliate Connection Agreement also provides that Affiliate shall be responsible for notifying FLR of any Third Party Connection and will be responsible for payment of the annual downstream subscriber fee for each Third Party Connection.

1. The initial annual downstream subscriber fee from each Third Party Connection shall be One Thousand Two Hundred Dollars (\$1,200.00) per year, which amount shall be prorated at \$100 per month in which each Third Party Connection is active, and invoice as provided in # 4 below
2. Notice of all proposed Third Party Connections shall be made to the Chief Financial Officer (CFO) of FLR via email. The type of agency (educational, medical, non-profit, etc.) being connected to the Affiliate's Network shall be disclosed to the FLR CFO in this transmittal. The CFO of FLR shall notify Affiliate, by email within 10 (ten) days if FLR has any objection to the proposed new Third Party Connection. FLR's decision as to the acceptability of a proposed new Third Party Connector shall be final.
3. The Affiliate shall also notify the CFO of FLR (and supply FLR with supporting information) if Affiliate believes the proposed new Third Party Connection should be exempted from the standard Third Party Connection fee of One Hundred Dollars (\$100.00) per month from the date of the activation of the Third Party Connection. FLR will consider the facts presented by Affiliate and rule on the exemption request within 10 (ten) days via email to Affiliate.
4. The Affiliate and FLR will review the Third Party Connection list once each year on/around Affiliate's eleventh (11th) Fiscal Month and reconcile the payment amounts applicable to that Fiscal Year. FLR will present invoice to Affiliate for the agreed upon annual Third Party Connection fees by the tenth (10th) day of Affiliate's twelfth (12th) Month of each fiscal year to enable Affiliate to process payment within that Fiscal Year.
5. The annual downstream subscriber fee shall be subject to periodic review and adjustment by the Board of Directors of FLR as provided in the Agreement.

R 2008-0674
FLORIDA LAMBDA RAIL
AFFILIATE CONNECTION AGREEMENT

THIS AFFILIATE CONNECTION AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into as of the _____ day of ~~APR 15 2008~~ 2008 by and between **FLORIDA LAMBDA RAIL, LLC**, a Florida limited liability company (hereinafter referred to as "FLR"), and **PALM BEACH COUNTY GOVERNMENT, FLORIDA**, a political subdivision organized under the laws of the State of Florida (hereinafter referred to as "Affiliate").

RECITALS

A. FLR has constructed a high-bandwidth optical network (hereinafter referred to as the "Network") to link Florida's research institutions and provide a network to support large-scale research, education outreach, public/private partnerships and information technology infrastructure.

B. Affiliate desires to connect to the Network and obtain the Network Services (as defined hereinbelow) as an Affiliate participant of FLR, and FLR has agreed to furnish such connection and Network Services to Affiliate as an Affiliate participant, on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto set forth their mutual understandings and agreement as follows:

1. Approval of Affiliate. By its execution hereof, FLR acknowledges and agrees that Affiliate has been approved by the Board of Directors of FLR as an Affiliate participant of FLR.

2. Term of Agreement. Unless sooner terminated as provided hereinbelow, the term of this Agreement and Affiliate's status as an Affiliate participant of FLR shall be for a period of one year. This Agreement shall automatically be renewed annually for five (5) successive one (1) year renewal terms unless either party gives written notice of termination of this Agreement as provided for in paragraph 19 hereinbelow.

3. Connection to Network; Network Services. FLR agrees to provide Affiliate with a connection to the Network and to provide Affiliate with the following service (herein referred to as the "Network Services"):

- (a) access to national research networks (e.g., Internet2, NLR, etc.) for eligible Affiliate network users, such as the Palm Beach County educational institutions, libraries, museums, hospitals;
- (b) access to commercial Internet services;
- (c) provisioning of virtual private networks (VPNs) to enable remote access and private data communications over the state-wide infrastructure; and
- (d) peering with other participants in the Network.

4. Connection Locations. FLR will provide Affiliate with connections to the Network in accordance with that certain Florida LambdaRail Installation Agreement of even date herewith ((hereinafter referred to as the "Installation Agreement").

5. Network Management. Once the connection is established, Affiliate agrees to exercise normal prudent network management and implement normal prudent controls so as to ensure FLR's production services are not disrupted. To the extent permitted by Section 768.28, Florida Statutes, Affiliate covenants and agrees to indemnify, hold harmless and defend FLR from and against any and all claims, liabilities, losses, costs, damages and expenses which FLR may sustain, suffer or incur as a result of Affiliate's failure to exercise normal prudent network management and implement normal prudent controls as required by the immediately preceding sentence.

6. Affiliate Responsibilities. Affiliate shall be responsible for all financial, contractual and physical arrangements related to establishing and maintaining its connections to the Network, including without limitation furnishing its own router and interface hardware and local loops. Affiliate shall also be responsible for complying in every respect with the responsibilities set forth in the FLR Service Level Understanding (SLU) attached hereto as Exhibit "A" and made a part hereof.

7. Charges for Connection to Network and Network Services. The charges described hereinbelow for connection to the Network and the Network Services shall be based upon the FLR price schedule applicable to Affiliate participants as approved by the Board of Directors of FLR from time to time. Affiliate acknowledges and agrees that such price schedule will be periodically reviewed and adjusted by the Board of Directors of FLR. Notice of changes shall be provided to Affiliate prior to the effective date of change. Affiliate covenants and agrees to pay the following charges and fees for connection to the Network and the Network Services:

- (a) Recurring Costs. Affiliate shall pay to FLR an annual recurring services fee (hereinafter referred to as the "Services Fee") for FLR services, which are integrated, into a single package as set forth in Exhibit "B". These services include port charges and support functions required to maintain the Affiliate's connection to the FLR infrastructure for each connection location identified in the Installation Agreement, access (75 Mbps) to the commercial Internet, and use (up to 1 Gbps) of the FLR Ethernet-based transport facility. Additional services may be requested at any time and shall be based upon the current price schedule. This Services Fee is effective the date the Affiliate initiates use of the FLR services and shall be due and payable on a quarterly basis. Advanced annual payments are also acceptable.

As part of the FLR network services, for amounts of commercial Internet bandwidth of 100 Mbps or less, a corresponding amount of bandwidth to access the Internet2 network will be available at no additional cost to eligible users of the Affiliate network. Eligible users are educational institution (non-profit and for-profit K-20, technical, and trade schools), museums, art galleries, libraries, or hospitals that require routine collaboration on instructional, clinical, and/or research projects, services, and

content with the Internet2 participants. Affiliate shall have access up to 75 Mbps to the Internet2 network. In order to take advantage of access to the Internet2 network, eligible users must be sponsored participants of Internet2. Sponsorship shall be provided by FLR as part of the Internet2 Secondary Educational Group Participant (SEGP) program. There is no cost to Affiliate or eligible users of the Affiliate's network for this sponsorship.

Based upon the current price schedule applicable to Affiliate participants of FLR, the amounts due hereunder for the above-described charges and fees, subject to adjustment by the Board of Directors of FLR from time to time as provided for hereinabove, shall be as set forth in Exhibit "B", attached hereto and made a part hereof.

8. Status as Affiliate. Affiliate acknowledges and agrees that Affiliate's status as an Affiliate participant of FLR (a) does not create any equity interest in FLR and (b) does not bestow any voting rights upon Affiliate.

9. Resale of FLR Services. Affiliate shall not resell FLR Network services in any manner not approved of in this Agreement or without the written consent of the Board of Directors of FLR, which consent may be withheld in FLR's sole and complete discretion.

10. Use of FLR Services by County Agencies. As an Affiliate, Affiliate will have a direct connection to the Network and shall be authorized to provide access to, or services across the Network through Affiliate's network to certain governmental, educational and medical agencies and institutions within Palm Beach County (hereinafter referred to as the "County Agencies") that have been approved by the FLR Board of Directors. FLR agrees that the Network Services provided hereunder to Affiliate may be utilized by County Agencies at no additional cost to Affiliate and shall not be considered a resale of FLR services for the purposes of this Agreement. County Agencies shall not be construed or deemed to be Affiliate participants of FLR. County Agencies are not Owners, do not own an equity interest in the LLC, have no representation on the Board, and have no voting rights. Affiliate shall be solely responsible for County Agencies' connections to Affiliate's network, and FLR shall have no obligation whatsoever in connection therewith.

11. Use of Affiliate's Network as a Network Aggregator. The parties understand and agree that Affiliate will also utilize its connection to the Network as a "Network Aggregator". As a Network Aggregator, Affiliate shall be authorized to provide connectivity to the FLR Network to any of the municipalities incorporated with Palm Beach County or any other person or entity approved by the Board of Directors of FLR (hereinafter referred to as "Third Party Connections") through a connection to its fiber network. Each Third Party Connection shall be 100 Mbps or less and delivered via Affiliate's fiber network to the FLR location identified in the Installation Agreement. The Third Party Connection shall not be construed or deemed Affiliate participants of FLR. Third Party Connections are not Owners, do not own an equity interest in the LLC, have no representation on the FLR Board of Directors, and have no voting rights. Affiliate agrees not to allow any Third Party Connections to its network that will utilize FLR Network Services unless each such Third Party Connection is to a municipality

located in Palm Beach County or otherwise approved by FLR. Affiliate shall be solely responsible for Third Party Connections to Affiliate's network, and FLR shall have no obligation whatsoever in connection therewith.

Affiliate shall be obligated to collect an annual downstream subscriber fee from each Third Party Connection who utilizes the Network Services provided hereunder to Affiliate and remit such fee collected promptly to FLR. As with the FLR fees and charges for network connectivity, the downstream subscriber fee shall be based upon the FLR price schedule applicable to Third Party Connections as approved by the Board of Directors of FLR. Such price schedule will be periodically reviewed and adjusted by the Board of Directors of FLR. Notice of changes shall be provided to Affiliate prior to the effective date of change.

12. Use of Affiliate's Network for Last Mile Connectivity to the FLR Network. The parties understand and agree that Affiliate will also utilize its connection to the Network to deliver last mile connectivity to the Network to other affiliate participants of FLR (hereinafter referred to as "Affiliate Connectors"). Affiliate shall be authorized to provide connectivity to the FLR Network to Affiliate Connectors through a connection to its fiber network. Each Affiliate Connector shall be greater than 100 Mbps and delivered via Affiliate's fiber network to the FLR location identified in the Installation Agreement. Both parties understand and agree that such connectivity shall be in accordance to provisions established under different and separate agreements between Affiliate and applicable Affiliate Connectors. FLR and Affiliate Connectors shall have separate agreement for the provision of the FLR Network Services. In the event this Agreement shall terminate, the Affiliate agrees to continue its service with Affiliate Connectors in accordance to the provisions established under the separate agreement for last mile connectivity between Affiliate and Affiliate Connectors. Affiliate shall be solely responsible for Affiliate Connectors' connection to Affiliate's network, and FLR shall have no obligation whatsoever in connection therewith.

13. Collocation of Network Equipment. Affiliate desires to share vertical rack space (with power) at the FLR location identified in the Installation Agreement for the purpose of collocating equipment. The FLR agrees to provide an installed and grounded 19" inch wide, 5-U (8.75") of vertical rack space, with 10 amps of DC power, fuse panels and cross connects as required. Affiliate shall be responsible for pre-configuring their equipment prior to installation by the FLR engineering staff. Installation shall be according to FLR standards. Affiliate shall be solely responsible for maintaining the configuration and code levels of their equipment. FLR shall provide Affiliate an "out of band" Ethernet port and IP address to reach their equipment in case of loss of management through normal channels.

Affiliate understands and agrees access to the collocation space shall be coordinated, authorized and approved by FLR. All access to the collocation space shall be through Level3 Tech Escort Services. Adding new or swapping modules in existing equipment may be performed by Affiliate with a Level3 Tech Escort. All other changes shall be completed by FLR and/or Level3 as required. Affiliate shall be responsible for the cost of all Level3 Tech Escort services conducted on their behalf and based upon

separate costs set forth by Level3 according to their dispatch fee schedule. Level3 reviews these charges periodically and subject to adjustments from time to time.

14. General. Capacity on the Network (hereinafter referred to as "Capacity") shall be provided and maintained through FLR in accordance with FLR's then-current technical specifications. In order to protect the technical integrity of the network, FLR has the right to limit the manner by which any portion of the Network is used. FLR reserves the right to reject for any reason any request for Capacity. Capacity is offered subject to the availability of facilities and the submission of accurate information by Affiliate. FLR shall have priority over all other users with respect to use of the Capacity. The Network shall at all times remain the property of FLR. Affiliate shall not take any action or inaction that imposes any encumbrance on the Network or use the Capacity in an unlawful manner or in a way that interferes with FLR's or a third party's use of Capacity or the Network, including any transmission or the content thereof that violates any copyright or export control laws or that are libelous, slanderous or an invasion of privacy. Unless otherwise expressly agreed to in writing by the parties, all connections to the Network for the Capacity shall be made to designated equipment racks at points of presence identified by FLR for the connection locations designated in paragraph 4 herein above and all of the costs of accessing and interconnecting with the FLR connection points shall be borne by the Affiliate. Affiliate understands, acknowledges and agrees that the Capacity is unprotected and is therefore subject to defects, failures and interruptions. Nothing in this Agreement shall prevent FLR from taking such actions as are necessary to repair and maintain the Network upon reasonable notice thereof and without any liability therefor.

THE CAPACITY PROVIDED HEREUNDER IS PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY WITH RESPECT TO MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

15. Force Majeure. Neither party shall be in default if any failure to perform is caused by anything beyond the control of such party.

16. Liability. FLR shall use commercially reasonable efforts to deliver the Capacity by the requested due date, but FLR's failure to do so shall not be a default under this Agreement and FLR shall not be liable to Affiliate or any third party for any damages related thereto.

FLR SHALL NOT BE LIABLE OR RESPONSIBLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED AS A RESULT OF THIS AGREEMENT.

IN ADDITION, ANY THIRD PARTY PROVIDER OF SERVICES OR FACILITIES EMPLOYED BY FLR TO PROVIDE THE CAPACITY SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES SUFFERED AS AN INDIRECT OR DIRECT RESULT IN CONNECTION WITH OR BASED UPON ALLEGED DEFECTS,

FAILURES OR INTERRUPTIONS IN OR OTHERWISE RELATING TO THE SERVICES OR FACILITIES OF THE PROVIDER EXCEPT TO THE EXTENT SUCH DAMAGES ARISE FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PROVIDER.

As provided by Section 768.28, Florida Statutes, Affiliate shall be responsible for any costs incurred by FLR, or any damage to or loss of any of FLR's facilities, arising out of the acts or omissions of Affiliate.

17. Payment. Unless other payment terms are specified in this Agreement, charges hereunder shall be paid 30 days after receipt of the invoice for such charges. In addition to the charges set forth herein and except for income or gross receipts taxes, Affiliate shall pay any fees lawfully imposed by any governmental or quasi-governmental body in connection with the provision of the Capacity, as well as any additional costs that FLR reasonably incurs as an indirect or direct result of this Agreement, not to exceed on an annual basis five percent (5%) of the charges and payments due for the applicable year as specified hereinabove. If Affiliate in good faith disputes any portion of a charge, Affiliate shall provide written notice to FLR of the billing dispute within 30 days thereafter.

18. Assignment. Neither party may assign this Agreement or any of the Capacity without the prior written consent of FLR.

19. Termination of Service. Affiliate shall have the right to terminate this Agreement prior to the expiration of the term hereof in the event it determines it will be unable to make the payments due hereunder. FLR may suspend or terminate, in whole or in part, the Capacity or this Agreement without any liability therefor (a) in the event that Affiliate fails to make payment hereunder if such failure is not corrected by Affiliate within 30 days following written notification thereof; (b) for any other material breach by Affiliate if such breach is not corrected by Affiliate within 30 days following written notification thereof; (c) for any use of the Capacity by Affiliate which FLR determines to be harmful to the Network or other users of the Network or violates any law or regulation; or (d) in the event any law, rule, regulation or judgment of any court or governmental or quasi-governmental agency prevents FLR from providing the Capacity or any portion thereof. Termination or suspension by FLR or early termination by Affiliate shall not relieve Affiliate of liability incurred prior to such termination or suspension.

Affiliate may terminate this Agreement with respect to FLR Network services without liability therefor in the event a material breach by FLR in the performance of its obligations hereunder is not cured by FLR within 30 days following written notification thereof. Affiliate may terminate this Agreement for any reason upon providing FLR with ninety (90) days prior written notice of cancellation. FLR shall make no further commitments hereunder. Affiliate shall be liable to FLR for the cost of all authorized services provided and work completed prior to date of termination.

20. Parties Responsibilities. Each party shall be responsible for its own acts, omissions, and the results thereof.

21. Nondisclosure. Unless otherwise required by law, neither FLR nor Affiliate shall disclose to third parties the rates and fees due hereunder, or any information that is identified as confidential by one of the parties hereto (hereinafter referred to as the "Disclosing Party"), without the prior, written consent of the Disclosing Party. For the purposes of this Agreement, the information disclosed hereunder by the Disclosing Party to the other party hereto (hereinafter referred to as the "Receiving Party") will not be treated as confidential if it (a) is or becomes public knowledge without the fault or action of the Receiving Party, (b) is received by the Receiving Party from a third party, (c) is independently developed by the Receiving Party without access to the information hereunder, (d) is or becomes available to the Receiving Party on an unrestricted basis from the Disclosing Party, or (e) is required to be disclosed by law or court order. The obligation of each party receiving confidential information shall extend for the term of this Agreement as stated above. This section is not intended to prevent required disclosure pursuant the provisions of Chapter 119, Florida Statutes.

22. Miscellaneous. This Agreement or any provision hereof may be amended or waived only by written agreement signed by both parties. This writing constitutes the entire agreement between the parties and supersedes and merges all prior oral or written agreements, representations, statements, proposals and undertakings between the parties regarding the subject matter hereof. Nothing contained herein shall be construed to imply a partnership, joint venture, principal and agent or employer and employee relationship between the parties. Except as set forth in Section 9 above with regard to the provider of the facilities employed by FLR to provide the Capacity, no provision in this Agreement shall provide to any person not a party to this Agreement any remedy, claim or cause of action, or create any third-party beneficiary rights against either party. In the event that any one or more of the provisions in this Agreement shall for any reason be held to have no force and effect, this Agreement shall, if possible, be interpreted in a manner so as to effectuate the intention of the parties. Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive. All disputes related to this Agreement shall in the first instance be referred to the appropriate executives of each party for resolution. This Agreement is the subject of negotiation between the parties and should not be interpreted more favorably toward one party over the other.

In recognition of their agreements hereunder, the parties have executed this Agreement as of the date first above written.

Approved as to form and legality
By R. Mason Blake, Esq.
General Counsel for FLR
March 6, 2008

FLORIDA LAMBDARAIL, LLC, a Florida
limited liability company

By: J. Philip Halstead

Name: J. Philip Halstead

Title: Chief Executive Officer

R 2008: 0674 APR 15 2008
PALM BEACH COUNTY GOVERNMENT,
FLORIDA, a political subdivision organized under
the State of Florida

Sharon F. Bock, Clerk & Comptroller
Palm Beach County

By: Sharon F. Bock
Deputy Clerk

By: Addie L. Greene Addie L. Greene

Title: Chairperson

Address: _____

E-Mail Address: _____

APPROVED AS TO TERMS AND CONDITIONS
BY Steve Borden
ISS DIRECTOR

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
Paul F. [Signature]
COUNTY ATTORNEY

EXHIBIT A



Florida's Research and Education Network

EXHIBIT A

Florida LambdaRail, LLC Service Level Understanding (SLU)

The purpose for this document is to characterize the availability and problem-recovery/response-interval participants utilizing the FLR networking infrastructure and services may expect. The targeted availability and problem recovery response for the FLR services offered to its participants are noted below.

I. FLR Services offered:

A. FLRNet Service (Internet, Internet2, Peering, L2/3 VPN)

Availability: The design goal for the FLRNet service is five 9's (99.999%)

FLR Internet service is provided by FLR contract with two Tier1 Internet Service Providers (ISPs), each with their own redundant connection to FLRNet. A redundant path for enhanced access to the National LambdaRail (NLR) and Internet2 (I2) is provided via a 10GE NLR interface to Houston, Texas as the results of a mutual backup arrangement with LEARN/LONI/ONENET.

To ensure highly available FLRNet services each FLRNet 7609 core site backbone is dual connected to other FLRNet core router sites to protect against single wave failures. The CISCO 7609s utilized include redundant supervisor and power supplies. In other words, the FLRNet is redundant outside of a full switch outage.

Because of local fiber access issues observed over the first few months of FLR operations it is advised that each FLR participant connect to FLRNet services with both Primary and Secondary connections to protect against a single local access failure.

Problem analysis: The FLR Engineering team is dispatched immediately upon report of problem from the user community or the FLR Network Management System (see below for details on accessing the NMS and NOC.)

Problem resolution: Problem resolution for FLRNet is four hours or less after problem analysis. Problem resolution of Internet2 or Internet will depend on upstream providers' response. Problem response may depend on Members local loop provider.

Equipment that supports the FLRnet, (Cisco 7609s) are under smart net contract with Cisco. Contract response for the 7609 is 24/7 by 4 hours on-site. The backbone of FLRNet utilizes FLRWave service.

EXHIBIT A

Florida LambdaRail, LLC Service Level Understanding (SLU)

B. FLRWave Services - Gigabit Ethernet (GE), OC48, 10GE, OC192

Availability: The design goal of FLRWave services is 99.99%

The design goal for FLRWaves provided over the FLR infrastructure is four 9's availability. For waves that extend outside Florida utilizing NLR may only expect two 9's availability. If your application requires a higher level of availability an additional wave can be provided via alternate physical path at additional cost.

Problem analysis: The FLR Engineering team is dispatched immediately upon notification of an outage by its NMS systems or by the participant.

Problem Resolution:

Repair is next business day pending Cisco delivery of non-common components. 24/7/4 Smartnet services can be obtained at the request of the customer at additional cost.

Equipment that supports the FLRWave service (Cisco 15454s) is under a Cisco Smartnet contract 8/5 NBD (next business day.) The FLR NOC has spare hardware for the common parts that make up an FLRWave but not the transponders. The common parts can be delivered on-site to anywhere in the state in six hours for total node failure barring natural disaster (e.g. Hurricane). . FLR does not at present maintain spare ROADM, ADM or Transponders.

Cisco Smartnet service contract requires that we place order for replacement part prior to 3PM EST for next business day delivery.

II. Service Requests:

Requesting additional Internet bandwidth or updating any of the FLRNet suite of services is done via the web S-Ticket system. Internet2 service can typically be enabled within a week depending on the response of the Internet2 NOC. Internet service will be enabled within a week if the total FLR Internet utilization is within 80% of capacity otherwise FLR will provide the requested capacity within 17 business days.

III. Change Management:

FLR performs and schedule maintenance over two weekly standing change windows. Scheduled work takes place either Sunday morning 6AM-9AM or Tuesday 5AM-6AM. Urgent changes may take place any day from 5AM-6AM. Emergency maintenance: anytime. All changes are reviewed and tracked in a change management tracking system.

EXHIBIT A

Florida LambdaRail, LLC Service Level Understanding (SLU)

IV. FLR NOC

The FLR NOC is staffed for continuous, 24*365 monitoring of the state of the optical network, and coordinates restoration of any failures that may surface during the operation of the network. The NOC is hosted at the University of Florida Computing and Network Services. Should the NOC become unavailable due to circumstances outside its control the FLR network design facilitates management (rapid NOC relocation) at any of the other FLRNet core sites and additional Optical sites designed for disaster recovery response.

The services of the NOC include coordination, communications and control between and among the FLR participants, vendors and other upstream service providers.

V. Participants' Responsibilities

A. Provides FLR field engineering staff to assist in network operations: FLR field engineers should be derived, where possible, from participant's network engineering groups to assist with all portions of FLR network operations, from provisioning to troubleshooting.

B. Provides end-user support and local problem diagnosis and resolution: Using detailed tools provided to local engineering staff by the FLR NOC, the first level of troubleshooting of any end-user problems should be performed by the local staff. If the problem is not local to the participant, the FLR NOC will be contacted to report a problem and begin the next level of troubleshooting. If the problem is determined to be at another FLR participant's site, staff from that facility will work with the FLR NOC to diagnose and resolve the problem.

C. Facilitates, supports participant's research use of the FLR: In coordination with FLR Experimental Support personnel, designated local staff will facilitate and support participant's interest in the use of FLR for research or teaching purposes.

VI. The FLR NOC can be contacted via the Web, Telephone and email:

WEB: <http://noc.flrnet.org/sticket>

Phone: 352.294.FLR1 (3571)

Email: noc@flrnet.org

EXHIBIT A

Florida LambdaRail, LLC Service Level Understanding (SLU)

FLR Service Ticket (“S-Ticket”)

The FLR “S-Ticket” is the one stop system for reporting problems, requesting net service, or a change in existing service. Once you submit a ticket, you will receive confirmation and progress emails.

Problem Escalation Contacts:

FLR Dispatch, Ralph Brigham noc@flrnet.org

FLR CTO, Director of Engineering Dave.Pokorney@flrnet.org

FLR COO, Veronica.Sarjeant@flrnet.org

FLR CEO, Phil.Halstead@flrnet.org

EXHIBIT B

**FEEES AND CHARGES
FOR NETWORK CONNECTIVITY AND SERVICES**

**FLR AFFILIATE CONNECTION AGREEMENT
PALM BEACH COUNTY GOVERNMENT, FLORIDA**

1 Gbps NETWORK CONNECTION - 75 Mbps – INTERNET & INTERNET2

PALM BEACH COUNTY GOVERNMENT	
Recurring Cost¹	\$ 90,220

Payment Schedule	
1st Payment	\$ 22,555
2nd Payment	\$ 22,555
3rd Payment	\$ 22,555
4th Payment	\$ 22,555
Annual Total	\$ 90,220

Notes:

- 1. The above cost is based upon the Affiliate price schedule approved by the FLR Board of Directors. This price schedule is reviewed periodically and the fees and charges are subject to adjustments as needed from time to time by the FLR Board of Directors.**
- 2. The recurring cost consists of several FLR services integrated into a single package. These services include co-location, cross connect, and port charges, and support functions required to maintain the Affiliate's connection to the FLR infrastructure, use (up to 1 Gbps) of the FLR Ethernet-based IP transport facility, and access to the commercial Internet (75 Mbps). This cost is due and payable on a quarterly basis and is effective the date the Affiliate initiates use of the FLR services. Annual advance payments are also accepted. Additional FLR network services may be requested at any time and shall be based upon the current price schedule.**
- 3. Access to the commercial Internet is based upon a Committed Data Rate (CDR). Affiliate has requested an initial CDR of 75 Mbps per month and will be charged \$36 per megabit for additional usage over the requested CDR.**

For amounts of commercial Internet bandwidth of 100 Mbps or less, a corresponding amount of bandwidth to access the Internet2 network will be available at no additional cost to eligible users of the Affiliate network. Eligible users are educational institution (non-profit and for-profit K-20, technical, and trade schools), museums, art galleries, libraries, or

EXHIBIT B

**FEES AND CHARGES
FOR NETWORK CONNECTIVITY AND SERVICES**

**FLR AFFILIATE CONNECTION AGREEMENT
PALM BEACH COUNTY GOVERNMENT, FLORIDA**

1 Gbps NETWORK CONNECTION - 75 Mbps – INTERNET & INTERNET2

hospitals that require routine collaboration on instructional, clinical, and/or research projects, services, and content with the Internet2 participants. Affiliate shall have access up to 75 Mbps to the Internet2 network. In order to take advantage of access to the Internet2 network, eligible users must be sponsored participants of Internet2. Sponsorship shall be provided by FLR as part of the Internet2 Secondary Educational Group Participant (SEGP) program. There is no cost to Affiliate or eligible users of the Affiliate's network for this sponsorship.

Florida LambdaRail, LLC
 2509 Barrington Circle, #105
 Tallahassee, FL 32309
 Phone: (850) 385-1250
 FEIN: 20-0377087
 Fax: (850) 385-0379



FLR
 Florida LambdaRail

Florida's Research and Education Network

R2011 1418

Supplemental Service Order Request

Date: July 6, 2011

Quote Number: FLR-20110706-1

Customer Name	Michael Butler, Director of Network Services
Address	Palm Beach County ISS 301 North Olive Avenue
City/State/Zip	West Palm Beach, FL 33041
Phone:	(561) 355-4601
Email:	mbutler@pbcgov.org
Fax:	

Customer Requested Services ** Additional Amounts Due ** Refer to May 11, 2011 and May 18, 2011 documents for detail explanation	Non-recurring			Recurring		
	CDR	Unit Cost	Total	Qty	Monthly	Annual
One-Time Correction - billing errors for the periods of: 1Qtr2011 (CIS @ \$22.50/meg)	360	22.50	\$ 24,300			
2Qtr2011 (CIS @ \$15/Meg)	540	15.00	\$ 24,300			
CIS - Commodity Internet Services CDR - Committed Data Rate						

Total Non-Recurring: \$ 48,600
 Total Annual Recurring: \$ -
 Total for this Quote \$ 48,600

IN RECOGNITION OF THEIR AGREEMENT HEREBUNDER, INCLUDING THE TERMS AND CONDITIONS SETFORTH IN ATTACHMENT A, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF DATE OF THE LAST SIGNATURE BELOW

[Signature]
 Name _____
 Accepted by Karen T. Marcus, Chair Date Signed SEP 13 2011
 Print name and title

Florida LambdaRail, LLC
 Provider
[Signature] 8/4/11
 Accepted by _____ Date Signed
Sandra Swearingen CFO
 Print name and title

AFFROVED AS TO TERMS AND CONDITIONS
 BY *[Signature]*
 ISS DIRECTOR
 Sharon R. Bock, Clerk & Comptroller
 Palm Beach County
 By *[Signature]*
 Deputy Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY
[Signature]
 COUNTY ATTORNEY

ATTACHMENT A - TERMS AND CONDITIONS

1. FLR and Palm Beach County Government, Florida (hereinafter referred to as "User") entered into that certain Affiliate Connection Agreement dated the 15th day of April, 2008 (hereinafter referred to as the "Agreement"). FLR and User acknowledge and agree additional FLR services may be requested at any time and shall be based upon the current price schedule.
2. Access to Commodity Internet Services (CIS) is based upon a Committed Data Rate (CDR). User obtained additional network services to include an increase in CDR for commodity internet services. Refer to the attached May 11, 2011 and May 18, 2011 documents for detail explanation. *This is a one-time correction to billing errors for above-mentioned 2011 quarters.*
3. In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify the Agreement to include a CDR of 540 Mbps per month at \$15 per megabit. User will be charged \$15 per megabit for additional usage over the requested CDR.
4. Except as expressly modified by this Supplemental Service Request, the Agreement shall be and remain unchanged and in full force and effect.

STATE OF FLORIDA
Palm Beach County
Office of the Clerk
200 North State Street
Palm Beach, Florida 33480
Tel: 561.832.3333
Fax: 561.832.3334
www.palmbeachclerk.com

SEP 13 2011
9-21-11
J. P. Ponce
Deputy Clerk

Florida LambdaRail, LLC
 2509 Barrington Circle, #105
 Tallahassee, FL 32309
 Phone: (850) 385-1250
 FEIN: 20-0377087
 Fax: (850) 385-0379



FLR
 Florida LambdaRail

R2011-1818

Florida's Research and Education Network

Supplemental Service Order Request

Date: September 25, 2011

Quote Number: FLR-20110925-01

Customer Name	Robert Busch, Sr. Manager
Address	Palm Beach County Information Systems Services 301 North Olive Avenue, Room 801.8
City/State/Zip	West Palm Beach, FL 33041
Phone:	(561) 972-8671
Email:	rbusch@pbcgov.org
Fax:	

Customer Requested Services	Non-Recurring			Recurring		
	Qty	Unit Cost	Total	Qty	Monthly	Annual
Upgrade of Palm Beach existing connection (increase of the existing 1*GB connection to a 4*1G redundant connection - i.e., Palm Beach to Miami and Orlando)						
Non-Recurring Cost - Infrastructure			\$ 73,930			
Annual Recurring Cost - FLRNet (3G)				3	\$ 3,000	\$ 36,000
FLR Maint/Support				1		\$ 8,160

Total Non-Recurring:

Total Annual Recurring:

Total for this Quote

Sharon R. Bock, Clerk & Comptroller
 Palm Beach County
 By *[Signature]*
 Deputy Clerk

\$ 73,930

\$ 44,160

\$ 118,090

IN RECOGNITION OF THEIR AGREEMENT HEREUNDER, INCLUDING THE TERMS AND CONDITIONS SET FORTH IN ATTACHMENT A, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF DATE OF THE LAST SIGNATURE BELOW

PALM BEACH COUNTY
 BOARD OF COUNTY COMMISSIONERS
 Name: Shelley Vana
 Accepted by: Shelley Vana CHAIR
 Date Signed: NOV 15 2011
 Print name and title

Florida LambdaRail, LLC
 Provider
 Accepted by: Veronica Sarjeant
 Date Signed: _____
 Veronica Sarjeant, Chief Operations Officer
 Print name and title

APPROVED AS TO TERMS AND CONDITIONS
 BY [Signature]
 ISS DIRECTOR

APPROVED AS TO FORM
 AND LEGAL SUFFICIENCY
[Signature]
 COUNTY ATTORNEY
 Page 1 of 1 Service Order Request v20110706

ATTACHMENT A - TERMS AND CONDITIONS

1. FLR and Palm Beach County Government, Florida (hereinafter referred to as "User") entered into that certain Affiliate Connection Agreement dated the 15th day of April, 2008 (hereinafter referred to as the "Agreement"). FLR and User acknowledge and agree additional FLR services may be requested at any time and shall be based upon the current price schedule.
2. In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify the Agreement to include an increase of their existing connection to the FLR infrastructure from a 1GB connection to a 4*1G redundant connection.
3. Except as expressly modified by this Supplemental Service Request, the Agreement shall be and remain unchanged and in full force and effect.

Note: Please e-mail, fax or mail signed form to:

Veronica Sarjeant, COO
Florida LambdaRail, LLC
2509 Barrington Circle, Suite 105
Tallahassee, Florida 32308-6801
Office (850) 385-0242 Fax: (850) 385-0379
Email: veronica.sarjeant@flrnet.org

STATE OF FLORIDA, COUNTY OF PALM BEACH
L. BURTON S. EGG, Clerk and Comptroller
or by this to be a true and correct copy of the original
filed to my office on
NOV 15 2011
11-22-11
MONEY POWELL
Deputy Clerk

R2017:1919

NOV 15 2011

**FLORIDA LAMBDARAIL
SUPPLEMENT TO AFFILIATE CONNECTION AGREEMENT**

THIS SUPPLEMENT TO AFFILIATE CONNECTION AGREEMENT (hereinafter referred to as this "Supplement") is made and entered into by and between **FLORIDA LAMBDARAIL, LLC**, a Florida limited liability company (hereinafter referred to as "FLR"), and **PALM BEACH COUNTY GOVERNMENT, FLORIDA**, a political subdivision organized under the laws of the state of Florida (hereinafter referred to as "Affiliate"), effective as of the last date signed.

RECITALS

A. FLR and Affiliate entered into that certain Affiliate Connection Agreement dated the 15th day of April, 2008 (hereinafter referred to as the "Affiliate Connection Agreement"), under the terms of which FLR agreed to provide Affiliate with a connection to the Network (as that term is defined in the Affiliate Connection Agreement) and to provide Affiliate with various Network Services (as that term is defined in the Affiliate Connection Agreement).

B. Under the Affiliate Connection Agreement, the parties agreed that Affiliate would also be able to utilize its connection to the Network as a "Network Aggregator". The Affiliate Connection Agreement provides that as a Network Aggregator, Affiliate is authorized to provide connectivity to the Network to any of the municipalities incorporated in Palm Beach County or any other person or entity approved by FLR (hereinafter referred to as "Third Party Connections") through a connection to Affiliate's fiber network. The Affiliate Connection Agreement also provides that Affiliate shall be responsible for notifying FLR of any Third Party Connection and will be responsible for payment of the annual downstream subscriber fee for each Third Party Connection as invoiced by FLR.

C. The parties desire to enter into this Supplement to Affiliate Connection Agreement to memorialize FLR's approval of the Third Party Connections already in place and to agree upon the initial annual downstream subscriber fee to be paid by Affiliate to FLR in connection therewith and to further define the notification and approval process.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as fully as if set forth herein verbatim.

2. Approval of Third Party Connections. FLR acknowledges and agrees that it has approved Third Party Connections to the Network through a connection to Affiliate's fiber network under the Affiliate Connection Agreement. All of the provisions set forth in paragraph 11 of the Affiliate Connection Agreement shall be applicable to the Third Party Connection approved pursuant to this Supplement. Without limiting the generality of the preceding sentence, Affiliate acknowledges that Affiliate shall be solely responsible for the Third Party

Connection approved hereunder to Affiliate's fiber network, and FLR shall have no obligation whatsoever in connection therewith. The initial downstream subscriber fee for those Third Party Connections shown on Attachment I (through September 30, 2011) shall be \$14,000.

Notice of all future proposed Third Party Connections shall be made to the Chief Financial Officer (CFO) of FLR via email from Director, PBC Information Systems Services (ISS).. The type of agency (municipality, educational, medical, non-profit, etc.) being connected to the PBC Network shall be disclosed to the CFO FLR in this transmittal. The CFO of FLR shall notify Affiliate, by email within 10 (ten) days if FLR has any objection to the proposed new Third Party Connection. FLR's decision as to the acceptability of a proposed new Third Party Connector shall be final.

The Director, PBC ISS shall also notify the CFO of FLR (and supply FLR with supporting information) if Affiliate believes the proposed new Third Party Connector should be exempted from the standard Third Party Connection fee of One Hundred Dollars (\$100.00) per month from the date of the activation of the Third Party Connection. FLR will consider the facts presented by PBC and rule on the exemption request within 10 (ten) days via email to Director, PBC ISS.

PBC and FLR will review the Third Party Connection list once each year on/around PBC's 11th Fiscal Month (August) and reconcile the payment amounts applicable to that Fiscal Year. FLR will present invoice to PBC for the agreed upon annual Third Party Connection fee by September 10 of each fiscal year to enable PBC to process payment within that Fiscal Year.

Such annual downstream subscriber fee shall be subject to periodic review and adjustment by the Board of Directors of FLR as provided in the Affiliate Connection Agreement.

3. Amendment to Paragraph 11 of Affiliate Connection Agreement. The second sentence of paragraph 11 of the Affiliate Connection Agreement is hereby revised to read in its entirety as follows:

As a Network Aggregator, Affiliate shall be authorized to provide connectivity to the FLR Network to any of the municipalities incorporated within Palm Beach County or any other person or entity approved by FLR.

IN WITNESS WHEREOF, the parties hereto caused this Supplement to be duly executed in their respective names as of the last date signed.

Approved as to form and legality
By R. Mason Blake, Esq.
General Counsel for FLR
October 21, 2011

FLORIDA LAMBDARAIL, LLC, a Florida
limited liability company

By: Veronica Sargeant

Name: VERONICA SARJEANT

Title: Chief Operations Officer

Date: 10/25/11

ATTEST:

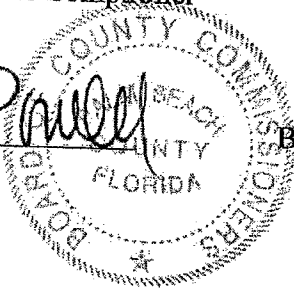
R2011-1819 NOV 15 2011

Sharon R. Bock, Clerk & Comptroller

Palm Beach County, Florida, By Its
Board of County Commissioners

By:

Sharon R. Bock
Deputy Clerk



By:

Shelley Yana
Chair ~~Shelly Yana~~

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By:

Paul F. J.
County Attorney

By:

Steve Bordelon
Steve Bordelon, Director, ISS

Florida LambdaRail, LLC
 2509 Barrington Circle, #105
 Tallahassee, FL 32309
 Phone: (850) 385-1250
 FEIN: 20-0377087
 Fax: (850) 385-0379



Florida's Research and Education Network

R 2012 04 59 MAR 20 2012
 Supplemental Service Order Request

Date: February 28, 2012

Quote Number: FLR-20120228-01

Customer Name	Palm Beach County ISS
Address	301 North Olive Avenue
City/State/Zip	West Palm Beach, FL 33041
Phone:	561-355-4565
Email:	CSpalding@pbcbgov.org
Fax:	

Customer Requested Services	Non-recurring			Recurring	
	Qty	Unit Cost	Total	Qty	Annual
1G FLRNet (only) connection to the Terramark NAP					
Non-Recurring Cost -					
Transaction Fee (add'l FLR connection location)	1	\$ 2,500	\$ 2,500		
Installation (Connectivity)	1	\$ 250	\$ 250		
Annual Recurring Cost -					
FLRNet (1G)				1	\$ 12,000
Connectivity (XC/Port)				1	\$ 5,484

Total Non-Recurring:

\$ 2,750

Total Annual Recurring:

\$ 17,484

Total for this Quote

\$ 20,234

IN RECOGNITION OF THEIR AGREEMENT HEREUNDER, INCLUDING THE TERMS AND CONDITIONS SET FORTH IN ATTACHMENT A, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF DATE OF THE LAST SIGNATURE BELOW

Board of County Commissioners
 Name: Shelley Vana
 Accepted by: Shelley Vana Chair
 Print name and title:

Date Signed

Florida LambdaRail, LLC
 Provider: Veronica Sargeant
 Accepted by: VERONICA SARGEANT, COO
 Print name and title: VERONICA SARGEANT, COO
 Date Signed: 2-28-12

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
Paul F. [Signature]
 COUNTY ATTORNEY

Sharon R. Bock, Clerk & Comptroller
 Palm Beach County
 By: [Signature]
 Deputy Clerk

ATTACHMENT A - TERMS AND CONDITIONS

1. FLR and Palm Beach County Government, Florida (hereinafter referred to as "User") entered into that certain Affiliate Connection Agreement dated the 15th day of April, 2008 (hereinafter referred to as the "Agreement"). FLR and User acknowledge and agree additional FLR services may be requested at any time and shall be based upon the current price schedule.
2. In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify the Agreement to include an additional direct connection(1G) to the FLR infrastructure to the Terramark NAP.
3. The Effective Date of this supplemental services request shall be the date on which the last one of FLR and User have signed this Service Request and communicated the same to the other party.
4. Except as expressly modified by this Supplemental Service Request, the Agreement shall be and remain unchanged and in full force and effect.

Note: Please e-mail, fax or mail signed form to:

Veronica Sarjeant, COO
Florida LambdaRail, LLC
2509 Barrington Circle, Suite 105
Tallahassee, Florida 32308-6801
Office (850) 385-0242 Fax: (850) 385-0379
Email: veronica.sarjeant@flrnet.org

ISS Service Agreements with External Agencies
(April 2014)

Municipalities

- | | |
|------------------|---------------------------------|
| 1. Boynton Beach | 7. Lantana |
| 2. Delray Beach | 8. Palm Beach |
| 3. Greenacres | 9. Palm Beach Gardens |
| 4. Juno Beach | 10. Riviera Beach |
| 5. Jupiter Beach | 11. Village of Royal Palm Beach |
| 6. Lake Worth | 12. West Palm Beach |

Educational Institutions

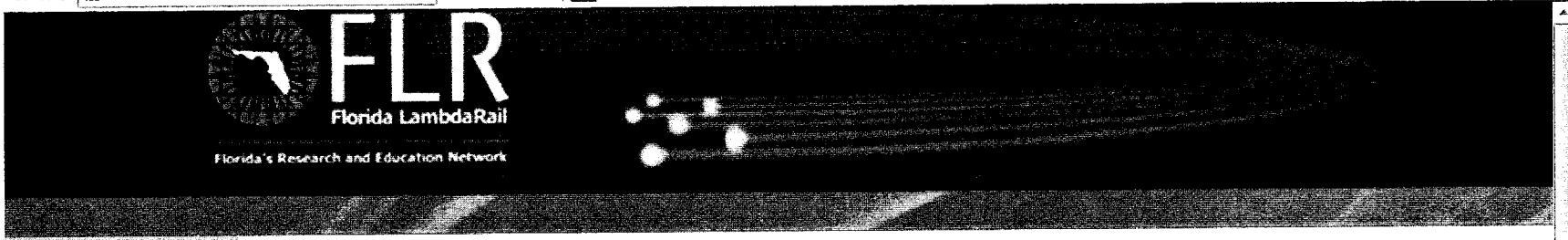
1. Early Learning Coalition
2. Florida Atlantic University
3. Lake Worth Christian School
4. Learning Excellence (Imagine) School
5. Oxbridge Academy
6. Palm Beach State College
7. School Board of Palm Beach County

Non-Profit Organizations

- | | |
|---|--------------------------------|
| 1. Alzheimer's Community Care | 7. Kravis Center |
| 2. ARC of Palm Beach County | 8. Lupus Foundation of America |
| 3. Boca Raton Regional Hospital | 9. Nonprofits First |
| 4. Center for Family Services | 10. Prime Time |
| 5. Families First of PBC | 11. South Florida Fair |
| 6. Jewish Federation of Palm Beach County | 12. Workforce Alliance |

Other Taxing Authorities

1. Children's Services Council
2. Health Care District
3. Loxahatchee River Environmental Control District
4. Seacoast Utility Authority
5. South Florida Water Management District



- FLR Home
- FLR NOC Home
- FLRnet Traffic
- Submit Requests or Report Problems
- Contact the FLR NOC
- Engineering*

FLR Service Ticket ("S-Ticket")

The FLR "S-Ticket" is the one stop system for reporting problems, requesting new service, or a change in existing service. Problem reports are handled 24x7x365. Service change and new service requests are handled during normal business hours. For a network down emergency (total loss of connectivity to FLR) its recomended to call the NOC at 352-294-3571.

Please click here to enter an S-Ticket. Once you submit a ticket, you will receive confirmation and progress emails.