



Staff Report

File #: 16-1204D, **Version:** 1

Agenda Date: 12/25/2030

Approved by the Purchasing Director on 2/6/2017

Subject:

Approval of Agreements with Frontier Communications of America, Inc for 9-1-1 Network services

Recommended Action:

Approval and execution by the Director of Purchasing of the agreements with Frontier Communications of America, Inc (Frontier) for 9-1-1 Network services.

Contract no. 167-0161-Q (RG); in the total amount of \$366,720.00; effective for sixty (60) months upon approval.

Strategic Plan:

Deliver First Class Services to the Public and Our Customers

5.2 Be responsible stewards of the public's resources

5.3 Ensure effective and efficient delivery of county services and support

5.4 Strive to exceed customer expectations

Summary:

This contract provides a redundancy network with the intent of correcting emergency 911 network failures.

The contract is based on monthly recurring fees at different locations totaling \$6,112.00 for a total annual expenditure of \$73,344.00.

Upon approval, the contract will be effective for a period of sixty (60) months. The County may terminate the agreement by providing at least thirty (30) days prior written notice.

Background/Explanation:

The Regional 911 Center has a network for 911 call transfers from the R911 Center to 3 secondary Public Safety Answering Points (Largo PD, Pinellas Park PD & Tarpon Springs PD). The network is currently provided by Level 3 Communications.

Over the past eighteen (18) months the network has experienced multiple failures, mainly due to maintenance performed by the service provider. After further discussions, it was recommended a second network will provide the redundancy required to correct the issues.

Regional 911 requested quotes for the design and installation of a second network and recommends moving forward with Frontier's quote which reflects monthly savings of \$2,695.53 when compared to the current service provider.

Fiscal Impact:

Estimated annual expenditure not to exceed \$73,344.00

Estimated sixty (60) month expenditure not to exceed \$366,720.00
Funding is derived from E9-1-1 Service Fund fees

Delegated Authority:

Authority for the Director of Purchasing to approve this contract and execute the Agreements is granted under Code Section 2-176.

Staff Member Responsible:

Chuck Freeman, Director, Regional 9-1-1 Division
Joe Lauro, Director, Purchasing Department

Partners:

Largo Police Department
Pinellas Park Police Department
Tarpon Springs Police Department

Attachments:

Frontier Quote

Frontier Service Agreement

Frontier Service Level Agreement

Ethernet Local Area Network (ELAN) Schedule

Ethernet Virtual Private Line (EVPL) Schedule



Frontier
COMMUNICATIONS

Address	Managed Router	MRC	NRC	Local Access Speed	MRC	NRC	Platinum EVC Speed	MRC	NRC	Total
10750 Ulmerton Road Largo, FL 33778	Cisco ISR4321-VSEC/K9	\$99.00	\$0.00	30Mb	\$535.00	\$0.00			\$0.00	\$634.00
22211 US 19 N Clearwater, FL 33765	Cisco ISR4321-VSEC/K9	\$99.00	\$0.00	30Mb	\$535.00	\$0.00			\$0.00	\$634.00
201 Highland Avenue NE Largo, FL 33770-2512	Cisco ISR4321-VSEC/K9	\$99.00	\$0.00	20Mb	\$453.00	\$0.00	10Mb	\$106.00	\$0.00	\$658.00
201 Highland Avenue NE Largo, FL 33770-2512		-	-				10Mb	\$106.00	\$0.00	\$106.00
440 S Huey Avenue Tarpon Springs, FL 34689-4722	Cisco ISR4321-VSEC/K9	\$99.00	\$0.00	20Mb	\$453.00	\$0.00	10Mb	\$106.00	\$0.00	\$658.00
440 S Huey Avenue Tarpon Springs, FL 34689-4722		-	-				10Mb	\$106.00	\$0.00	\$106.00
7700 59th Street N Pinellas Park, FL 33781-3247	Cisco ISR4321-VSEC/K9	\$99.00	\$0.00	20Mb	\$453.00	\$0.00	10Mb	\$106.00	\$0.00	\$658.00
7700 59th Street N Pinellas Park, FL 33781-3247		-	-				10Mb	\$106.00	\$0.00	\$106.00
5 Year Total									\$0.00	\$3,560.00



Frontier

COMMUNICATIONS

Address	Managed Router	MRC	NRC	ELAN Local Access Silver	MRC	NRC	Total
10750 Ulmerton Road Largo, FL 33778	Cisco ISR4321-VSEC/K9	\$99.00	\$0.00	20Mb	\$508.00	\$0.00	\$607.00
22211 US 19 N Clearwater, FL 33765	Cisco ISR4321-VSEC/K9	\$99.00	\$0.00	20Mb	\$508.00	\$0.00	\$607.00
201 Highland Avenue NE Largo, FL 33770-2512	Cisco ISR4321-VSEC/K9	\$99.00	\$0.00	9Mb	\$381.00	\$0.00	\$480.00
440 S Huey Avenue Tarpon Springs, FL 34689-4722	Cisco ISR4321-VSEC/K9	\$99.00	\$0.00	3Mb	\$308.00	\$0.00	\$407.00
7700 59th Street N Pinellas Park, FL 33781-3247	Cisco ISR4321-VSEC/K9	\$99.00	\$0.00	6Mb	\$352.00	\$0.00	\$451.00
					5 Year Total		\$2,552.00

This Frontier Services Agreement ("FSA") is effective as of February 6, 2017, by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and Pinellas County, a political subdivision of the State of Florida, whose primary address is 315 Court Street, Clearwater, Florida 33756 ("Customer").

1. Provision of Services and Equipment

a. Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules executed by Customer.

b. Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services ("Frontier(s) Network"), up to and including the point at which Frontier's Network is made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Frontier Network components, including obtaining approvals, permits or licenses from third parties as necessary. Customer will cooperate in good faith and provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services.

d. Only authorized agents and representatives of Frontier may perform maintenance work with respect to Frontier's Network. Any repair, alteration, configuration or servicing of Frontier's Network, Services or Equipment by Customer or third parties without the written consent of Frontier is a material breach of this FSA and cause for termination at Frontier's option.

e. If Frontier is unable to commence performance hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for installation, maintenance and repair if: (i) Frontier's Network is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent, (ii) the malfunction of the Service or Equipment is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); or (iii) if the problem originated from a source unrelated to Frontier's Network.

f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of Frontier's Network in accordance with manufacturer's documentation and Frontier's installation standards, more fully described in the applicable Schedule; and (ii) a well-lit and safe working area that complies with all local safety standards and regulations.

g. The Services or Equipment may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and as may be agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Frontier's Network or to the network of an underlying carrier or service.

h. Customer is responsible for all charges billed by other carriers or third parties. Frontier shall not be responsible for the installation,

operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service or Equipment and Frontier's Network, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards.

i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and Equipment. Customer is solely responsible for ensuring that all of Customer's data are adequately secured, documented and backed-up at all times. Frontier and its contractors are not responsible or liable for data loss for any reason.

j. Frontier will manage the Frontier Network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services or provisioning the Equipment. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's Network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this FSA and Customer will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.

l. Except as expressly identified in a Schedule, Customer and its employees shall be the only permitted end-user of the Services and leased Equipment. Customer shall not resell or bundle the Services or leased Equipment, nor permit any third party to access the Services or leased Equipment in exchange for compensation of any kind.

2. Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). Unless otherwise stated in the Schedule, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or Equipment or (ii) five (5) days following Frontier's installation of such Service(s) or Equipment, and such date is deemed the commencement of the applicable Service Term. If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional monthly periods, subject to the terms and conditions of this FSA and at the current Schedule term rate, excluding promotional rates.

3. Payment

a. Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer

any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

b. In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated including but not limited to Primary Interexchange Carrier Charge, Federal Pre-Subscribed Line Charge, Carrier Cost Recovery Surcharge, E-911, and Universal Service and Local Number Portability, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment.

c. All payments shall be due within forty five (45) days (per 218.74(2) Fla. Stat.) of the invoice date and, in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay, late payments shall be subject to a late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to immediately suspend or terminate any or all Services or the installation or lease of any or all Equipment if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith.

4. Cancellation and Early Termination Charges

a. If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

b. Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

c. Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this Section are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

5. Limitation of Liability and Warranty Provisions

a. The liability of Frontier and its affiliates related to this FSA or the Service or Equipment provided under this FSA, shall in no event exceed the limitations of liability set forth in the applicable tariffs, or regulatory rule or order. If there is no applicable tariff, regulatory rule or order, the total amount paid for the applicable Service or Equipment during the prior 12 months. In cases of an Outage, Frontier's liability shall be limited to 1/720 of the MRC for each hour after Frontier is notified of the Outage. An "Outage" is an interruption in Service or use of the Equipment caused by a failure of Frontier's Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside Frontier's direct control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services or Equipment caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services or

Equipment, or for interruptions of Services or Equipment, except as expressly set forth herein.

b. IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, LOSS OF USE, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO DAMAGE, LOSS OR LOSS OF USE OF CUSTOMER DATA OR FRAUD BY THIRD PARTIES.

c. Frontier warrants that Frontier's Network will be maintained in good working order. If any Service does not function substantially in accordance with applicable Service specifications as a result of Frontier's failure to maintain Frontier's Network (excluding degradation related to the acts or omissions of Customer or anyone using the Services, a force majeure event, or scheduled maintenance), Frontier's sole obligation is to repair the affected Service at Frontier's expense. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO FRONTIER'S NETWORK, SERVICES OR EQUIPMENT PROVIDED PURSUANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT OR ACCESS OR OPERATION OF THE SERVICES OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

d. This FSA shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment provided under this FSA will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

e. Customer agrees that the Services and Equipment, and Frontier's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

f. No action, regardless of form, arising out of this FSA or the Schedules may be brought more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under applicable law.

6. Indemnification

Each party agrees to be responsible for its own negligence and that of its employees and agents.

7. Confidentiality

a. Both parties agree that all terms and conditions set forth in this FSA shall be considered confidential, and that details of the terms of this FSA, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other party, unless required by law.

b. Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be confidential or

proprietary to the discloser. Except as required by law or regulation, Customer and Frontier agree not to disclose any Information to any third party and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

c. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of five (5) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.

d. Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may publicly identify Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

8. Breach

a. **Breach by Customer:** If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or Customer fails to comply with any other term or condition of this FSA or any Schedule and such failure continues for thirty (30) days after notice, then Frontier may either suspend the applicable Schedule (or any portion thereof) until the breach is remedied, terminate the applicable Schedule (or any portion thereof), or terminate this FSA and all Schedules. Notwithstanding the foregoing, Frontier may immediately suspend Services and, after giving notice to Customer with an opportunity to respond appropriate to the circumstances and Customer's failure to respond, Frontier may terminate any or all Services, retrieve Frontier Network elements from the service location and Equipment for which title has not transferred to Customer, in the following circumstances: (i) in the event of unauthorized, unlawful or improper use or abuse of the Frontier Network or Service; (ii) if, in the reasonable judgment of Frontier, Customer's use of the Frontier Network or Service has or will damage or have an adverse effect on Frontier's Network, its personnel, property or service; (iii) such action is necessary to meet the exigencies of an emergency; or (iv) a court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

b. **Breach by Frontier:** If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach (providing reasonable detail), Customer may terminate the Service which is the subject of such breach. Customer's exclusive remedy for a breach by Frontier is the termination of this Agreement and/or to seek recovery of disputed charges paid by Customer for Service under this Agreement.

9. Force Majeure

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; terrorism; cyber security events; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

10. Assignment

This FSA may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this FSA to any successor to the business of Frontier by merger, consolidation or sale of assets or to any

corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder to provision the Services or Equipment.

11. Work Site Conditions

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this FSA, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges identified in the related Schedule, based on any increase in costs incurred by Frontier.

b. To the extent not prohibited by the laws and statutes of Florida, Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the Customer's premises or location where Services or Equipment will be installed.

12. Title and Risk of Loss

a. Risk of loss or damage for Frontier Network elements installed at a Customer designated service location shall pass to Customer at time of delivery to Customer.

b. Any Frontier Network elements or Equipment installed at Customer's premises or location where Services or Equipment will be installed (which is leased or for which title has not transferred to Customer) remain the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this FSA or any Schedule (in whole or in part), all Frontier property shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event Frontier property is not returned to Frontier in accordance with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value or repair costs of the Frontier property, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.

13. Competition

Customer recognizes the availability of competitive alternatives for receiving the Services and Equipment provided under this FSA, and has freely elected to enter into this FSA in order to receive the benefits it offers.

14. Government Regulation

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, this FSA shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this FSA. If provision of any Service pursuant to this FSA is subject to advance approval of the FCC and/or any state public utilities commission, this FSA shall not become effective with respect to such Service until after receipt by Frontier of written notice of such approval.

15. Governing Law

This FSA shall be governed by the laws of Florida and construed according to the laws of the State in which Services or Equipment are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of

competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.

16. No Waiver

If either party fails, at any time, to enforce any right or remedy available to it under this FSA, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

17. Severability

A declaration by any court, or other binding legal source, that any provision of this FSA or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this FSA, unless the provisions are mutually dependent.

18. Notice

All notices provided pursuant to this FSA will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

19. Independent Relationship



Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

20. Dispute Resolution

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

21. Authorization and Entire Agreement

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this FSA.

Frontier Communications of America, Inc.	PINELLAS COUNTY, a political subdivision of the State of Florida
Frontier's Signature: 	Customer's Signature:  Director of Purchasing
Printed Name: Robert M. Fox	Printed Name: Joe Lauro
Title: Regional Sales Manager	Title: See above
Date: 2-3-17	Date: 2-6-17
Contractual Notice: Frontier Communications 111 Field Street Rochester, NY 14620 Attn: Legal Department	Contractual Notice: Attn:

APPROVED AS TO FORM

By: 
Office of the County Attorney



This Ethernet Data Service & Ethernet Internet Access Service Level Attachment (“SLA”) applies to Ethernet Services ordered pursuant to an Ethernet Internet Access Schedule, Ethernet Virtual Private Line (EVPL) Schedule, or Ethernet Local Area Network (E-LAN) Schedule executed by and between Pinellas County (“Customer”) and Frontier Communications of America, Inc. (“Frontier”). The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier’s management responsibility and control (“On-Net Service”).

1. Operational Objectives

A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet PoP or On-Net Customer egress port (Z location) via the ingress port (A location). “Service Outage” occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier’s On-Net Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: Ethernet & EIA SLAs		
Circuit Availability (CA)		MRC Service Credit
Availability	99.95%	Below 99.95% Service Credit 30% MRC Below 95.0% Service Credit 50% MRC

B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier’s reinstatement of the On-Net Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: Ethernet & EIA SLAs		
Mean Time to Repair		MRC Service Credit
MTTR	4 Hours	10% MRC above 4 hrs 25% MRC above 6 hrs

2. Performance Objectives

A. **Packet Delivery:** The Frame Loss Ratio (FLR) is a round trip measurement between ingress and egress ports (NIDs) at the Customer’s A and Z locations of packet delivery efficiency. FLR is the ratio of packets lost, round trip, vs. packets sent. Packet delivery statistics are collected for one calendar month. Credits will be based on Frontier’s verification of packet delivery performance between NIDs at Customer’s Service Location. The packet delivery SLA applies to CIR-compliant packets on Ethernet LAN / WAN circuits only. **This packet delivery guarantee does not apply to Ethernet Internet services.** Frontier offers three FLR Quality of Service (QoS) levels for Ethernet Data Service. The applicable SLA is based on the QoS level, as outlined in **Table 1C**. Ethernet Gold and Platinum are premium level services designed to support commercial customers’ mission-critical and real time applications.

Table 1C: Ethernet Frame Loss Ratio (FLR)		
Packet Loss QoS Level	Frame Loss Ratio (FLR)	MRC Service Credit
Silver [Standard Data Service]	0.10%	10%
Gold [Priority Data Service]	0.05%	15%
Platinum [Real Time Service]	0.01%	20%

- **Silver QoS** service is Frontier’s basic business class data service with improved performance across all standard performance parameters. Ethernet Silver SLA, termed Standard Data (SD) Service, is Frontier’s upgraded replacement of *Best Effort* Ethernet designed specifically for the commercial customer.
- **Gold QoS** service is a premium business data service featuring enhanced performance parameters with packet forwarding priority set to *Priority Data*.
- **Platinum QoS** service carries Frontier’s highest QoS performance parameters and includes voice grade packet forwarding priority set to *Real Time*.

If packet delivery performance falls below the applicable packet delivery percentage, Customer will be entitled to a Service credit as outlined in **Table 1C**, subject to Sections 3 and 4 below.

B. **Latency:** Latency, Frame Transfer Delay (FTD), is the maximum packet delivery time measured round-trip between Customer’s A and Z locations at the Committed Information Rate (CIR). Latency is measured across On-Net Service paths between ingress and egress NIDs. Measurements are taken at one-hour intervals over a one month period. Credits are based on round-trip latency of 95th percentile packet. The Frame Transfer Delay SLA is limited to CIR-compliant packets on Ethernet LAN / WAN circuits **ONLY**. **The FTD guarantee does not apply to Ethernet Internet services.** Customer must meet the following criteria to qualify for Service credits on the EvPL Latency SLA outlined in **Table 1D** and **Table 1E**:

Table 1D: Ethernet Frame Transfer Delay (FTD): Fiber Loop			
Latency QoS Level	Round Trip Delay (< 50 Miles)	Round Trip Delay (> 50 Miles Intrastate)	MRC Service Credit
Silver [Standard Data Service]	20 ms	45 ms	10%
Gold [Priority Data Service]	12 ms	32 ms	15%
Platinum [Real Time Service]	9 ms	24 ms	20%
Interstate Latency metrics are engineered and set for specific solutions			

- Access loops at Customer locations A and Z must have optical fiber connectivity from the Serving Wire Center to the NIDs at each premise to qualify for Fiber Loop FTD SLA. Otherwise, Frontier will honor the Copper FTD SLA for the circuit.
- Each SLA guarantee is associated with **ONLY** one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for On-Net Services. Customer will be entitled to Service credits if the Service fails to meet applicable Performance Objective as outlined in **Table 1D** and **Table 1E** subject to Sections 3 and 4 below.

Table 1E: Ethernet Frame Transfer Delay (FTD): Copper Loop			
Latency QoS Level	Round Trip Delay (< 50 Miles)	Round Trip Delay (> 50 Miles Intrastate)	MRC Service Credit
Silver [Standard Data Service]	40 ms	65 ms	10%
Gold [Priority Data Service]	30 ms	50 ms	15%
Platinum [Real Time Service]	27 ms	42 ms	20%
Interstate Latency metrics are engineered and set for specific solutions			

C. **Jitter:** Packet Jitter, Frame Delay Variance (FDV), is the difference in end-to-end one way delay between selected packets in a data stream with any lost packets being ignored. Frontier guarantees average FDV (inter-packet differential) performance on On-Net Service transmissions will meet performance parameters outlined in the tables below. Credits are based on the monthly average Frame Delay Variance. This FDV SLA is limited to CIR-compliant packets on Ethernet LAN / WAN circuits ONLY. **The FDV guarantee does not apply to Ethernet Internet services.** Customer must meet the following criteria to qualify for Service credits on the EvPL Jitter SLA:

- Access loops at Customer Service Locations A and Z must have optical fiber connectivity from the Serving Wire Center to the NIDs at each Service Location to qualify for Fiber Loop FDV SLA. Otherwise, Frontier will honor the Copper FDV SLA for the circuit.
- Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for On-Net Services, as outlined in the applicable Ethernet Service Schedule. Customer will be entitled to the credit as outlined in **Table 1F and Table 1G** if On-Net Services fail to meet applicable service level objectives, subject to Sections 3 and 4 below.

Table 1F: Ethernet Frame Delay Variance (FDV): Fiber Loop				Table 1G: Ethernet Frame Delay Variance (FDV): Copper Loop			
Jitter QoS Level	Average Jitter Per Site (< 50 Miles)	Average Jitter Per Site (> 50 Miles)	MRC Service Credit	Jitter QoS Level	Average Jitter Per Site (< 50 Miles)	Average Jitter Per Site (> 50 Miles)	MRC Service Credit
Silver [Standard Data Service]	≤ 9 ms	≤ 14 ms	10%	Silver [Standard Data Service]	≤ 9 ms	≤ 14 ms	10%
Gold [Priority Data Service]	≤ 4 ms	≤ 10 ms	15%	Gold [Priority Data Service]	≤ 4 ms	≤ 10 ms	15%
Platinum [Real Time Data Service]	≤ 2 ms	≤ 7 ms	20%	Platinum [Real Time Data Service]	≤ 2 ms	≤ 7 ms	20%

- **Interstate SLA guarantees:** Specific SLA parameters for Frame Loss Ratio (FLR), Frame Transfer Delay (FTD), and Frame Delay Variance (FDV) guarantees are determined by Frontier Region Engineering assessment for each interstate circuit and not covered by this SLA.

3. Service Outage Reporting Procedure.

- A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- B. When On-Net Service is suffering from a Service Outage, Customer must contact Frontier's Commercial Customer Support Center at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier's equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Frontier's standard technician rates.
- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected On-Net Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier's standard rates.

4. Credit Request and Eligibility.

- A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable On-Net Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; or (vi) Emergency Maintenance. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
- C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted On-Net Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only



Ethernet Data Service & Ethernet Internet Access Service Level Attachment

one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.

- D. This SLA guarantees service performance of Frontier's Ethernet data services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party carrier.
E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.

5. Chronic Outage: An individual On-Net Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an On-Net Service reaches Chronic Outage status, then Customer may terminate the affected On-Net Service without penalty; provided that Customer must exercise such right within ten (10) days of the On-Net Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.

This SLA constitutes the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto, and may not be modified in any manner except by mutual written agreement.

Signature block containing fields for Frontier Communications of America, Inc. and Customer's Name, Signature, Printed Name, Title, and Date. Includes handwritten signatures of Robert M. Fox and Joe Lauro, and a date of 1-13-17.

APPROVED AS TO FORM
By: [Signature]
Office of the County Attorney



ETHERNET LOCAL AREA NETWORK (E-LAN) SCHEDULE With Managed Router

This Is Schedule Number S-0000127952 to the Frontier Services Agreement dated 2/6/17 ("FSA") by and between PINELLAS COUNTY ("Customer") and Frontier Communications of America Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide Services and Equipment identified in the Schedule below.

Primary Service Location: 10750 Ulmerton Rd, Largo, Florida, 33778
Schedule Version: NEW [X] REPLACEMENT []

Schedule Date:
Service Term: 60

A detailed description of the Services, by location, is provided in Tables 1 and 2, on page 2 of this Schedule.

Table with 3 columns: Service, NRC, MRC. Rows include Ethernet Access Circuit(s), Ethernet Virtual Circuit - EVC, Internet Port and EVPL Silver EVC, Static IP Select Size block, Special Construction, Managed Router, and a Total row.

Interstate / Intrastate Pricing Certification: The term "interstate in nature" means that the traffic originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Customer certifies that its dedicated point-to-point traffic over such Services will be: [] more than 10% interstate in nature, or [X] less than 10% interstate in nature.

1. SERVICE DESCRIPTION. Ethernet Local Area Network (E-LAN) is a data service providing multipoint-to-multipoint Ethernet connections to each Customer User Network Interface (UNI). E-LAN will be designed, provisioned and implemented with standard switched Ethernet components.

Managed Router Service: Frontier will configure the Router based on documented customer requirements. Customer shall permit Frontier to access the Router's Simple Network Management Protocol (SNMP) variables, and Customer shall, at Frontier's request, permit one or more Frontier network management systems to be the recipient of SNMP trap messages.

Special Construction: All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified.

If the Customer does not agree to the Special construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability.

2. OBLIGATIONS OF CUSTOMER. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule.

3. EQUIPMENT OR SOFTWARE NOT PROVIDED BY FRONTIER. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction.

4. INTERNET ACCEPTABLE USE POLICY AND SECURITY. For Customers ordering Internet integration into the network initially or during the Service Term, Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time.



**ETHERNET LOCAL AREA NETWORK (E-LAN) SCHEDULE
With Managed Router**

Table 2: Internet Access

Internet Service added to LAN Solution	Internet Elements	Originating Access Location	Termination on the Internet	MRC
Internet Port and EVC (Silver ONLY)	Mbps		Internet Port	\$
Static IP Block: CIDR	Usable Addresses	IP Version	NRC	MRC
			\$	\$

Table 2: Ethernet Access Circuits

Service Location	Service Address, and NPA NXX:	Service		Charges	
				NRC	MRC
A	10750 Ulmerton Rd., Largo, FL, 33778, 727 464	Access CIR (Mbps)	20 Mbps	\$ 0.00	\$ 508.00
		Managed Router	1	\$ 0.00	\$ 99.00
B	22211 US 19 N, Clearwater, FL, 33765, 727 464	Access CIR (Mbps)	20 Mbps	\$ 0.00	\$ 508.00
		Managed Router	1	\$ 0.00	\$ 99.00
C	201 Highland Ave NE, Largo, FL, 33770, 727 587	Access CIR (Mbps)	9 Mbps	\$ 0.00	\$ 480.00
		Managed Router	1	\$ 0.00	\$ 99.00
D	440 S Huey Ave, Tarpon Springs, FL, 34689, 727 938	Access CIR (Mbps)	3 Mbps	\$ 0.00	\$ 407.00
		Managed Router	1	\$ 0.00	\$ 99.00
E	7700 59 th Street N., Pinellas Park, FL, 33781, 727 541	Access CIR (Mbps)	6 Mbps	\$ 0.00	\$ 352.00
		Managed Router	1	\$ 0.00	\$ 99.00
F	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
G	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
H	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
I	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
J	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
K	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
L	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
M	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
N	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
Subtotal:				\$ 0.00	\$ 2,552.00

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.	PINELLAS COUNTY
Frontier's Signature: 	Customer's Signature:
Printed Name: Robert M. Fox	Printed Name: Joe Lauro
Title: Regional Sales Manager	Title: See above
Date: 1-23-17	Date: 2-6-17

APPROVED AS TO FORM
By:
Office of the County Attorney



ETHERNET VIRTUAL PRIVATE LINE (EVPL) SCHEDULE With Managed Router

This is Schedule Number S-0000124033 to the Frontier Services Agreement dated 2/6/17 ("FSA") by and between PINELLAS COUNTY ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier").

Primary Service Location: 10750 Ulmerton Rd, Largo, Florida, 33778
Schedule Version: NEW [X] REPLACEMENT []

Schedule Date:
Service Term: 60

A detailed description of the Services, by location, is provided in Tables 1, 2 and 3 of this Schedule.

Table with 3 columns: Service, NRC, MRC. Rows include Ethernet Access Circuit(s), Ethernet Virtual Circuit(s) - EVCs, Internet Port and EVC, Static IP Select Size block, Managed Router, and Subtotal.

Interstate / Intrastate Pricing Certification: Customer certifies that its dedicated point-to-point traffic over such Services:
[] will be more than 10% interstate in nature; OR [X] will be 10% or less interstate in nature.

1. Service Description:

Ethernet Virtual Private Line is a data service providing point-to-point or point-to-multipoint Ethernet connections between a pair of User Network Interfaces (UNIs). EVPL is a carrier grade data networking service featuring Quality of Service (QoS) and the following progressively higher Class of Service (CoS) levels: Silver Service (Standard Data (SD) Service), Gold Service (Priority Data), or Platinum Service (Real Time).

Managed Router Service: Frontier will configure the Router based on documented customer requirements. Customer shall permit Frontier to access the Router's Simple Network Management Protocol (SNMP) variables, and Customer shall, at Frontier's request, permit one or more Frontier network management systems to be the recipient of SNMP trap messages.

Special Construction: All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified.

condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability.

2. Obligations of Customer. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule.

3. Equipment or Software Not Provided by Frontier. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction.

4. Internet Acceptable Use Policy and Security. For Customers ordering Internet integration into the network initially or during the Service Term, Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/.



**ETHERNET VIRTUAL PRIVATE LINE (EVPL) SCHEDULE
With Managed Router**

Table 1: Ethernet Access Circuits

Service Location	Service Address, and NPA NXX:	Service		Charges	
				NRC	MRC
A	10750 Ulmerton Rd, Largo, Florida, 33778, 727 464	Access CIR (Mbps)	30 Mbps	\$ 0.00	\$ 535.00
		Managed Router	1	\$ 0.00	\$ 99.00
B	22211 US 19 N, Clearwater, Florida, 33765, 727 464	Access CIR (Mbps)	30 Mbps	\$ 0.00	\$ 535.00
		Managed Router	1	\$ 0.00	\$ 99.00
C	201 Highland Ave NE, Largo, Florida, 33770, 727 587	Access CIR (Mbps)	20 Mbps	\$ 0.00	\$ 453.00
		Managed Router	1	\$ 0.00	\$ 99.00
D	440 S Huey Avenue, Tarpon Springs, FL, 34689, 727 938	Access CIR (Mbps)	20 Mbps	\$ 0.00	\$ 453.00
		Managed Router	1	\$ 0.00	\$ 99.00
E	7700 59 th Street N, Pinellas Park, Florida, 33781, 727 541	Access CIR (Mbps)	20 Mbps	\$ 0.00	\$ 453.00
		Managed Router	1	\$ 0.00	\$ 99.00
F	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
G	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
H	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
I	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
J	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
K	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
L	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
M	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
N	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
O	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
P	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
Subtotal:				\$	\$ 2,924.00

Table 2: Internet Access

Internet Service added to LAN Solution	Internet Elements	Originating Access Location	Termination on the Internet	MRC
Internet Port and EVC (Silver ONLY)	Mbps		Internet Port	\$
Static IP Block: CIDR	Usable Addresses	IP Version	NRC	MRC
			\$	\$



ETHERNET LOCAL AREA NETWORK (E-LAN) SCHEDULE With Managed Router

This Is Schedule Number S-0000127952 to the Frontier Services Agreement dated 2/6/17 ("FSA") by and between PINELLAS COUNTY ("Customer") and Frontier Communications of America Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide Services and Equipment identified in the Schedule below.

Primary Service Location: 10750 Ulmerton Rd, Largo, Florida, 33778
Schedule Version: NEW [X] REPLACEMENT []

Schedule Date:
Service Term: 60

A detailed description of the Services, by location, is provided in Tables 1 and 2, on page 2 of this Schedule.

Table with 3 columns: Service, NRC, MRC. Rows include Ethernet Access Circuit(s), Ethernet Virtual Circuit - EVC, Internet Port and EVPL Silver EVC, Static IP Select Size block, Special Construction, Managed Router, and a Total row.

Interstate / Intrastate Pricing Certification: The term "interstate in nature" means that the traffic originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Customer certifies that its dedicated point-to-point traffic over such Services will be: [] more than 10% interstate in nature, or [X] less than 10% interstate in nature.

1. SERVICE DESCRIPTION. Ethernet Local Area Network (E-LAN) is a data service providing multipoint-to-multipoint Ethernet connections to each Customer User Network Interface (UNI). E-LAN will be designed, provisioned and implemented with standard switched Ethernet components.

Managed Router Service: Frontier will configure the Router based on documented customer requirements. Customer shall permit Frontier to access the Router's Simple Network Management Protocol (SNMP) variables, and Customer shall, at Frontier's request, permit one or more Frontier network management systems to be the recipient of SNMP trap messages.

Special Construction: All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified.

If the Customer does not agree to the Special construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability.

2. OBLIGATIONS OF CUSTOMER. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule.

3. EQUIPMENT OR SOFTWARE NOT PROVIDED BY FRONTIER. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction.

4. INTERNET ACCEPTABLE USE POLICY AND SECURITY. For Customers ordering Internet integration into the network initially or during the Service Term, Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time.



**ETHERNET LOCAL AREA NETWORK (E-LAN) SCHEDULE
With Managed Router**

Table 2: Internet Access

Internet Service added to LAN Solution	Internet Elements	Originating Access Location	Termination on the Internet	MRC
Internet Port and EVC (Silver ONLY)	Mbps		Internet Port	\$
Static IP Block: CIDR	Usable Addresses	IP Version	NRC	MRC
			\$	\$

Table 2: Ethernet Access Circuits

Service Location	Service Address, and NPA NXX:	Service		Charges	
				NRC	MRC
A	10750 Ulmerton Rd., Largo, FL, 33778, 727 464	Access CIR (Mbps)	20 Mbps	\$ 0.00	\$ 508.00
		Managed Router	1	\$ 0.00	\$ 99.00
B	22211 US 19 N, Clearwater, FL, 33765, 727 464	Access CIR (Mbps)	20 Mbps	\$ 0.00	\$ 508.00
		Managed Router	1	\$ 0.00	\$ 99.00
C	201 Highland Ave NE, Largo, FL, 33770, 727 587	Access CIR (Mbps)	9 Mbps	\$ 0.00	\$ 480.00
		Managed Router	1	\$ 0.00	\$ 99.00
D	440 S Huey Ave, Tarpon Springs, FL, 34689, 727 938	Access CIR (Mbps)	3 Mbps	\$ 0.00	\$ 407.00
		Managed Router	1	\$ 0.00	\$ 99.00
E	7700 59 th Street N., Pinellas Park, FL, 33781, 727 541	Access CIR (Mbps)	6 Mbps	\$ 0.00	\$ 352.00
		Managed Router	1	\$ 0.00	\$ 99.00
F	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
G	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
H	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
I	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
J	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
K	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
L	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
M	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
N	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
Subtotal:				\$ 0.00	\$ 2,552.00

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.	PINELLAS COUNTY
Frontier's Signature: 	Customer's Signature:
Printed Name: Robert M. Fox	Printed Name: Joe Lauro
Title: Regional Sales Manager	Title: See above
Date: 1-23-17	Date: 2-6-17

APPROVED AS TO FORM
By:
Office of the County Attorney



**ETHERNET VIRTUAL PRIVATE LINE (EVPL) SCHEDULE
With Managed Router**

This is Schedule Number S-0000124033 to the Frontier Services Agreement dated 2/6/17 ("FSA") by and between PINELLAS COUNTY ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 10750 Ulmerton Rd, Largo, Florida, 33778
 Schedule Version: NEW REPLACEMENT

Schedule Date:
 Service Term: 60

A detailed description of the Services, by location, is provided in Tables 1, 2 and 3 of this Schedule.

Service	NRC	MRC
Ethernet Access Circuit(s)	\$ 0.00	\$ 2,429.00
Ethernet Virtual Circuit(s) – EVCs	\$ 0.00	\$ 636.00
Internet Port and EVC	\$	\$
Static IP Select Size block	\$	\$
Managed Router	\$ 0.00	\$ 495.00
Subtotal:	\$ 0.00	\$ 3,560.00

Interstate / Intrastate Pricing Certification: Customer certifies that its dedicated point-to-point traffic over such Services:

will be more than 10% interstate in nature; **OR** will be 10% or less interstate in nature.

The term "interstate in nature" means that the traffic originates in one state and terminates in another state or outside the United States, regardless of how it is routed.

1. Service Description:

Ethernet Virtual Private Line is a data service providing point-to-point or point-to-multipoint Ethernet connections between a pair of User Network Interfaces (UNIs). EVPL is a carrier grade data networking service featuring Quality of Service (QoS) and the following progressively higher Class of Service (CoS) levels: Silver Service (Standard Data (SD) Service), Gold Service (Priority Data), or Platinum Service (Real Time). EVPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of service multiplexed capability over UNIs, Network to Network Interfaces (NNIs) where available and Ethernet Virtual Connections (EVCs) through the use of Virtual Local Area Networks (VLANs) in order to secure traffic separation, privacy and security between Customer's Service Locations over Frontier's shared switch and backbone infrastructure. Ethernet Virtual Private Line will accept and carry untagged and or tagged traffic as described per IEEE 802.1Q networking standards specific to Frontier's Ordering Guidelines for this Service, available at <http://frontier.com/wholesale/access-services/access-reference-documents>, as may be modified by Frontier from time to time.

Managed Router Service: Frontier will configure the Router based on documented customer requirements. Customer shall permit Frontier to access the Router's Simple Network Management Protocol (SNMP) variables, and Customer shall, at Frontier's request, permit one or more Frontier network management systems to be the recipient of SNMP trap messages. Frontier will perform monitoring based on standard SNMP traps received from the Router. Frontier will work to isolate and determine the source and severity of the problems. If a problem is caused by either the network transport or the Router, Frontier and Customer will cooperate to restore the Router to operational condition. If the source of the problem is within the Router, Frontier will be responsible for the repair or replacement of the Router, in Frontier's sole discretion. If the source of the problem is not the Router, at Customer's request Frontier will cooperate with Customer to conduct testing and repair activities, subject to Frontier's standard technician rates. Frontier has no responsibility with respect to: (i) electrical work external to the Router, including but not limited to power or back-up power to or from the Router; (ii) Router failures caused by factors not related to the Router or outside Frontier's control, including but not limited to failure of the Service Location or any of Customer's other network equipment or facilities to conform with Frontier's specifications; (iii) use of the Router for any purpose other than as intended by the manufacturer; (iv) damage caused by anyone other than a Frontier employee or representative; (v) Router supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Router which fails to conform to manufacturer or Frontier specifications.

Special Construction: All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a

condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

2. Obligations of Customer. Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

3. Equipment or Software Not Provided by Frontier. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.

4. Internet Acceptable Use Policy and Security. For Customers ordering Internet integration into the network initially or during the Service Term, **Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP")**, which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. **Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA.** Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Each party agrees to be responsible for its own negligence and that of its employees and agents.



**ETHERNET VIRTUAL PRIVATE LINE (EVPL) SCHEDULE
With Managed Router**

Table 1: Ethernet Access Circuits

Service Location	Service Address, and NPA NXX:	Service		Charges	
				NRC	MRC
A	10750 Ulmerton Rd, Largo, Florida, 33778, 727 464	Access CIR (Mbps)	30 Mbps	\$ 0.00	\$ 535.00
		Managed Router	1	\$ 0.00	\$ 99.00
B	22211 US 19 N, Clearwater, Florida, 33765, 727 464	Access CIR (Mbps)	30 Mbps	\$ 0.00	\$ 535.00
		Managed Router	1	\$ 0.00	\$ 99.00
C	201 Highland Ave NE, Largo, Florida, 33770, 727 587	Access CIR (Mbps)	20 Mbps	\$ 0.00	\$ 453.00
		Managed Router	1	\$ 0.00	\$ 99.00
D	440 S Huey Avenue, Tarpon Springs, FL, 34689, 727 938	Access CIR (Mbps)	20 Mbps	\$ 0.00	\$ 453.00
		Managed Router	1	\$ 0.00	\$ 99.00
E	7700 59 th Street N, Pinellas Park, Florida, 33781, 727 541	Access CIR (Mbps)	20 Mbps	\$ 0.00	\$ 453.00
		Managed Router	1	\$ 0.00	\$ 99.00
F	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
G	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
H	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
I	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
J	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
K	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
L	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
M	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
N	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
O	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
P	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router		\$	\$
Subtotal:				\$	\$ 2,924.00

Table 2: Internet Access

Internet Service added to LAN Solution	Internet Elements	Originating Access Location	Termination on the Internet	MRC
Internet Port and EVC (Silver ONLY)	Mbps		Internet Port	\$
Static IP Block: CIDR	Usable Addresses	IP Version	NRC	MRC
			\$	\$

