

## **EXHIBIT B**

### **CONTRACT, LEASE, AGREEMENT CONTROL FORM**

**Date: 2/28/2006**

**Contract/Lease Control #: C06-1333-ISI-57**

**Bid #: N/A Contract/Lease Type: AGREEMENT**

**Award To/Lessee: EGLIN AIR FORCE BASE**

**Lessor:**

**Effective Date: 2/21/2006 \$75,000.00**

**Term: EXPIRES INDEFINITE**

**Description of Contract/Lease: OPTICAL FIBRE CABLE IRU**

**Department Manager: INFORMATION SYSTEMS**

**Department Monitor: D. VANDERHOEK**

**Monitor's Telephone #: 651-7570**

**Monitor's FAX #: 651-7576**

**Date Closed:**

## OPTICAL FIBER IRU AGREEMENT

THIS OPTICAL FIBER IRU AGREEMENT ("Agreement") is made and entered into as of the 21<sup>st</sup> day of February 2006, by and between Okaloosa County, Florida ("Grantor") and Eglin Air Force Base Florida ("Grantee").

### RECITALS

- A. Grantor has constructed and/or is currently constructing a fiber optic communications system (the "Grantor System") as generally depicted on Exhibit "A" attached hereto.
- B. Grantee has shared in the cost of purchase and installation of optical fibers in the Grantor system.
- C. Grantee desires to clarify the right to use forty-eight (48) optical fibers in the Grantor System upon the terms and conditions set forth in Articles 1, 2, and 3 below.
- D. Grantor desires to grant to Grantee an indefeasible right to use the Grantee Fibers, all upon and subject to the terms and conditions set forth below.
- E. This agreement shall become effective upon the Acceptance Date.

### ARTICLE 1 Definitions

- 1.1. "Acceptance Date" shall mean the date when Grantee delivers (or is deemed to have delivered) notice of acceptance of a Completion Notice with respect to a Segment.
- 1.2. "Dark Fiber" means fiber provided without electronics or optronics, and which is not "lit" or activated, provided that such fiber may be used in any manner and for any purpose.
- 1.3. "Grantee Fibers" shall mean the fibers installed to the Grantee side of demarcation and the designated fibers in the Grantor Backbone.
- 1.4. "Grantor System" means all conduit and fibers to the Grantor side of demarcation points.
- 1.5. "Indefeasible Right of Use" or "IRU" means an exclusive, indefeasible right of use, for the Fibers subject to this Agreement, as granted in Article 2.
- 1.6. "Point of Demarcation" is defined as 3 points of demarcation along Grantor's System Route:

CONTRACT: OPTICAL FIBER  
IRU AGREEMENT  
CONTRACT NO.: C06-1333-ISI-57  
EGLIN AFB  
EXPIRES: INDEFINITE

Eglin North Gate	30.30.36 North 86.31.02 West
Duke Field Gate	30.38.59 North 86.33.10 West
Railroad Transfer Station	30.45.21 North 86.34.17 West

1.7 "Segment" is defined as a length of completely installed optical fiber that would be deemed usable if electronics were placed on each end of the length of fiber.

1.8 "Scheduled maintenance" is defined as routine work required to maintain the operation and integrity of the Grantor System.

1.9 "Unscheduled maintenance" is defined as non-routine work needed to perform emergency repair/restoration to Grantor System.

1.10 "Configuration control" shall be the physical attributes associated with augmentation, maintenance or repair. Attributes include pull box type and procedure and techniques used for splicing and weather-proofing splice enclosure.

**ARTICLE 2  
Grant of IRU**

2.1 Grantor hereby grants, effective as of the Acceptance Date, and Grantee acquires from Grantor:

2.1.1 An Indefeasible Right of Use in, under the terms described herein, forty-eight (48) "Dark Fibers," to be specifically identified by the Grantor.

2.1.2 Grantee shall be allowed to develop and augment any and all conduit and fibers to Grantee side of the points of demarcation.

2.1.3 Only Grantor shall be allowed to develop and augment any and all conduit and fibers to the Grantor side of the points of demarcation with the exception of the Grantee fibers as set forth in Article 3.3, below.

2.1.4 The exact location of the Grantor System and the Grantee Fibers and points of demarcation are set forth on Exhibits A & B attached.

2.1.5 Grantor and Grantee shall provide written notice to each other for any planned maintenance or augmentation that may affect the other party, at least two weeks prior to the planned event.

### **ARTICLE 3 Connection and Maintenance**

- 3.1 Grantor and Grantee will mutually consult with each other from time to time upon request to attempt to coordinate construction of the Grantor's System with other network construction planned by either party.
- 3.2 Grantor may perform scheduled or unscheduled maintenance or augmentation on Grantor's system at any time.
- 3.3 Grantee may effect connections to Grantee fibers within the Grantor system under the following provisions or conditions:
- 3.3.1 Grantee will provide advance written notice to Grantor defining the objective(s) to be performed;
- 3.3.2 Grantee will provide details of the intended connection(s) to, and consult with, Grantor to ensure in advance that the integrity of the Grantor system is maintained at no cost to Grantor; and
- 3.3.3 Any modification or augmentation proposed by Grantee will meet the configuration control specified by Grantor. Grantor is to provide Grantee hard copy or reference location of configuration control specifications.
- 3.4 Arrangements for scheduled and unscheduled maintenance will be negotiated separately from this agreement on either a cost reimbursement basis, prorated according to the number of fibers repaired per incident, or an annual contract for a flat fee not to exceed \$15,000.00 for one year. This one year maximum is assured through calendar year 2020. Unscheduled maintenance shall include a required response time no greater than two hours and an elapsed time for completion of any emergency repairs necessary to restore service no greater than an additional four hours after notification. Should the Grantor be unable to perform maintenance and/or repairs on Grantee fibers located within the Grantor backbone within the specified time constraint, the Grantee shall have the right to perform required maintenance and/or repairs as necessary to sustain and/or restore service over Grantee fibers at no charge to Grantor provided that Grantee ensures and guarantees that such required maintenance and/or repairs are in compliance with the most recent configuration control specifications previously identified and made available by Grantor to Grantee.

**ARTICLE 4**  
**Notices**

4.1 All notices or other communications which are required shall be in writing to the following addresses:

IF TO GRANTOR:

Board of County Commissioners  
Attn: County Administrator  
1804 Lewis Turner Blvd  
Suite 400  
Fort Walton Beach, Florida  
32547  
(850) 651-7515

With a copy to:  
Okaloosa County Information Systems  
Attn: Information Systems Director  
1804 Lewis Turner Blvd  
Suite 402  
Fort Walton Beach, Florida  
32547  
(850) 651-7570

IF TO GRANTEE:

96ABW/CC  
401 West Van Matre Ave, Suite101  
Eglin Air Force Base, FL 32542-5490

With copies to:  
46TW/TSRI  
308 West D Ave, Ste 203, Bldg 260  
Eglin AFB, FL 32542-5490

96CS/SCM  
102 2<sup>nd</sup> Street Suite 106  
Eglin AFB FL 32542-5454

**Entire Agreement, Amendment**

This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter. Exhibits A & B referred to herein are integral parts of this Agreement.

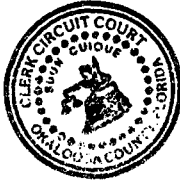
IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first above written.

*Edmond B Keith*

EDMOND B. KEITH, Colonel, USAF  
Commander, 96<sup>th</sup> Air Base Wing

DATE: \_\_\_\_\_

ATTEST:



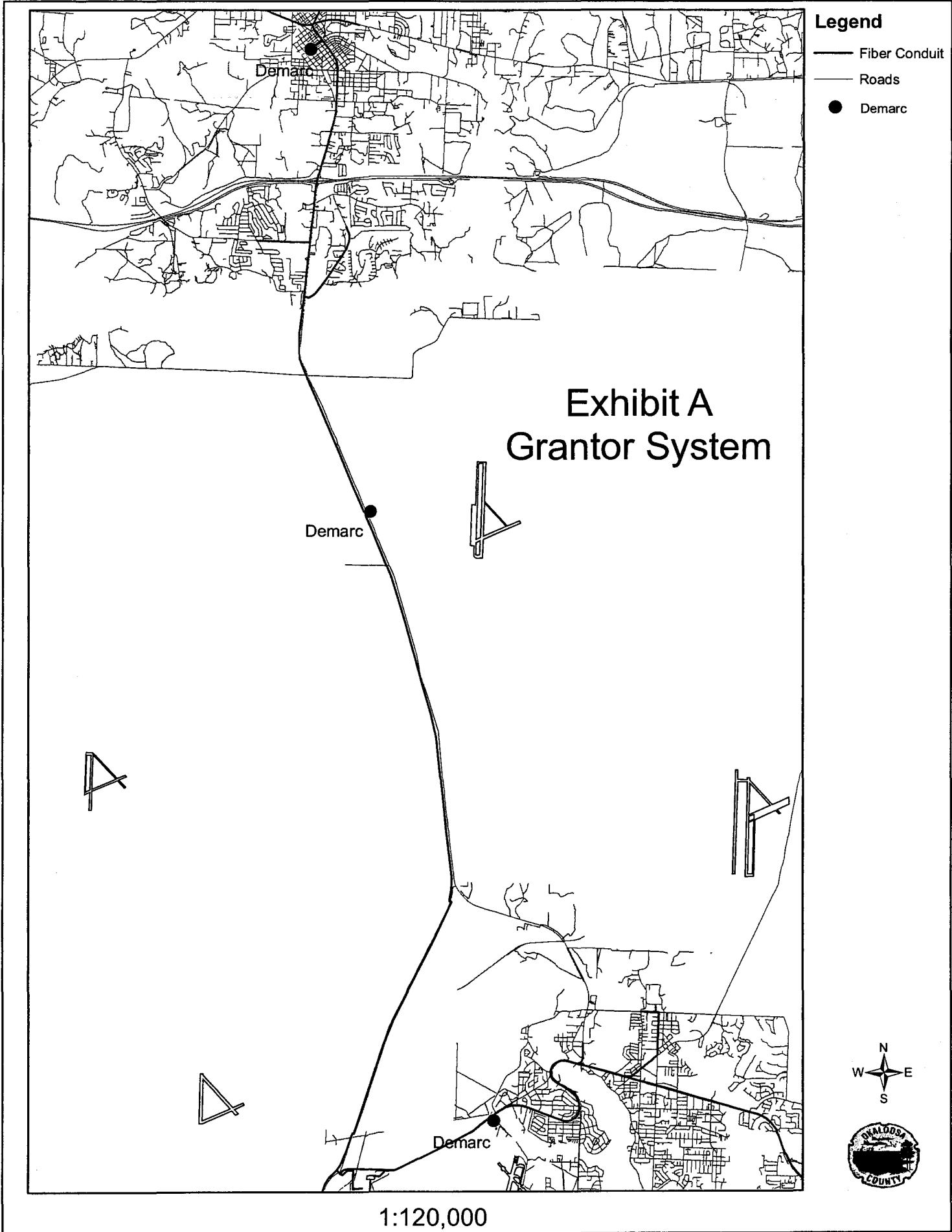
*Gary J. Stanford*  
\_\_\_\_\_  
Gary Stanford  
Deputy Clerk of Courts

APPROVED:  
OKALOOSA COUNTY  
BOARD OF COUNTY COMMISSIONERS

*Sherry S. Campbell*  
\_\_\_\_\_  
Sherry S. Campbell, Chairman



DATE: *Feb. 21, 2006*



**Legend**

- Fiber Conduit
- Roads
- Demarc

# Exhibit A Grantor System

Demarc

Demarc

1:120,000



# Exhibit B Demarcation Points

