

AMENDMENT #3
RENEWAL OF FIBER OPTIC FACILITIES AGREEMENT

This Amendment to the Fiber Optic Facilities Agreement is entered into this 10th day of July, 2018 (“Amendment Effective Date”) by and between **LEVEL 3 COMMUNICATIONS, LLC**, (EIN# 47-0807040), a Florida registered, foreign Delaware limited liability company with its principal place of business at 1025 Eldorado Blvd., Broomfield, Colorado 80021 (“Level 3”), as successor-in-interest to Florida Power Corporation, and Progress Telecommunication Corporation, an affiliate of Florida Power Corporation and wholly-owned subsidiary of Florida Power Corporation’s parent, Florida Progress Corporation, and the **CITY OF OCALA**, (“City/Customer”), and modifies the Fiber Optic Facilities Agreement between the parties, dated July 23, 1998 (and as amended 1/20/2009 and 9/27/2013, the “Agreement”).

WHEREAS, the parties entered into the Agreement for the purpose of granting the use of certain dark fiber to City/Customer as provided in the Agreement; and

WHEREAS, pursuant to Exhibit D-Customer Options of the Original Agreement dated July 23, 1998, City/Customer is currently using four (4) fibers (the “Fibers”); and

WHEREAS, City/Customer already exercised the first and second 5-year renewal options set forth in the Agreement for all Fibers. The second renewal expires on July 22, 2018; and

WHEREAS, City/Customer now wishes to exercise the third 5-year renewal option for four (4) Fibers provided by Level 3 as set forth in the Agreement.

NOW THEREFORE, the parties hereby agree to modify and amend the terms and conditions of the Agreement in the following limited respects:

1. City/Customer and Level 3 hereby acknowledge and agree the Renewal Options set forth in Exhibit D to the Original Agreement apply to all Fibers.
2. **TERM.** City/Customer hereby exercises its option to renew and extend the Agreement for the third 5-year renewal period as set forth in Exhibit D (Customer Options) to the Agreement. The third 5-year renewal term shall commence on **July 23, 2018** and terminate on **July 22, 2023**.
3. **RENEWAL COST.** The rate City/Customer will pay to Level 3 during the third 5-year renewal period shall be a total of **\$2,137.50 per month** for four (4) fibers, based on the fiber fees set forth in Exhibit D (Customer Options) to the Agreement. Renewal fees are calculated per mile using the following schedule:

RENEWAL PERIODS		MONTHLY RATE (Routes FO-305.3)
1 st 5-year renewal:	Year 2008-Year 2013	\$28.50 x # of fibers x 37.5 miles
2 nd 5-year renewal:	Year 2013-Year 2018	\$15.00 x # of fibers x 37.5 miles
3rd 5-year renewal:	Year 2018-Year 2023	\$14.25 x # of fibers x 37.5 miles
4 th 5-year renewal:	Year 2023-Year 2028	\$13.55 x # of fibers x 37.5 miles

4. **CONFLICTS.** Except as amended by this Amendment, all of the original terms and provisions of the Agreement shall continue in full force and effect, and the Agreement as amended, is hereby ratified and confirmed. In the event of any conflict between the terms of this Amendment and of the Agreement, the terms of this Amendment shall govern, and the Amendment and the Agreement shall be interpreted and applied accordingly.
5. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, and all of which, taken together shall constitute one and the same instrument. Facsimile signatures shall be treated as original signatures for the purpose of enforcing this Amendment. The Parties agree to exchange original signatures as soon as practicable following exchange of the facsimile signature pages, (if that occurs), but the original signatures are not required in order to enforce the Amendment.
6. Upon execution by both Level 3 and City/Customer, this Amendment shall be a binding obligation of each party and is incorporated in the Agreement.
7. Notice addresses as set forth in Section 22.E, Notices, of the Agreement shall be amended as follows:

To Level 3: Level 3 Communications, LLC
1025 Eldorado Boulevard
Broomfield, CO 80021
Attn: General Counsel
Attn: NIS Director
Phone: 720-888-1000

To City: Tiffany Kimball, Contracting Officer
City of Ocala
110 SE Watula Ave, 3rd FL
Ocala, FL 34471
E-Mail: tkimball@ocalafl.org
Phone: 352-629-8366 Fax: 352-690-2025

Copy to: Patrick G. Gilligan, City Attorney
Gilligan, Gooding, Franjola and Batsel P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
E-Mail: pgilligan@ocalalaw.com
Phone: 352-867-7707 Fax: 352-867-0237

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement on this 10th day of July 2018.

CITY OF OCALA

LEVEL 3 COMMUNICATIONS, LLC

By: [Signature]
Matthew J. Wardell
City Council President

By: Leslie A. Tabb
Leslie A. Tabb (May 24, 2018)
~~MSDXXXXX~~
Leslie A. Tabb
Printed Name: _____
Vice President, Deputy General Counsel

May 24, 2018

ATTEST:

By: [Signature]
Angel B. Jacobs
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: [Signature]
Robert W. Batsel, Jr.
Assistant City Attorney



ACCEPTED BY CITY COUNCIL
July 10, 2018
DATE
OFFICE OF THE CITY CLERK

