



COOPERATIVE PURCHASING AGREEMENT FOR POLE ATTACHMENT THIRD-PARTY PERMIT PROCESSING SERVICES

THIS COOPERATIVE PURCHASING AGREEMENT FOR POLE ATTACHMENT THIRD-PARTY PERMIT PROCESSING SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **ALPINE COMMUNICATION, LLC**, a limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN: 59-2047310) ("Contractor").

WHEREAS, after a competitive procurement process, the City of Jacksonville ("JEA") entered into a Contract with Alpine Communications, LLC, for the provision of pole attachment third-party permit processing services, JEA Contract No. JEA12178 (the "JEA Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contracted by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to purchase labor, services, and materials for the provision of pole attachment third-party permit processing services pursuant to essentially the same terms and conditions provided under the JEA Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor agrees to extend the terms, conditions, and pricing of the JEA Agreement to the City of Ocala, subject to the terms and conditions of the Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
 - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for Pole Attachment Third-Party Permit Processing Services as it may from time to time be amended or modified pursuant to its terms and provisions.
 - B. **JEA Agreement:** shall mean the contract between JEA and Alpine Communication, LLC and its exhibits, attached hereto as **Exhibit A – JEA Agreement**.
3. **INCORPORATION OF JEA AGREEMENT.** The JEA Agreement attached hereto as **Exhibit A** is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the JEA Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.
4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the



Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

Exhibits to Agreement: The Exhibits to this Agreement are as follows:

- A. Exhibit A: JEA Agreement (A-1 through A-76)
5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the JEA Agreement are modified and replaced, in their entirety, as follows:
- A. The terms "Jacksonville," or "JEA" shall be replaced and intended to refer to the "City of Ocala."
 - B. **COMPENSATION.** Compensation under this Agreement shall be in accordance with the terms of **Exhibit A – JEA Agreement**.
 - C. **TIME FOR PERFORMANCE.** This Agreement shall become effective and commence on **FEBRUARY 17, 2025** and continue through and including **OCTOBER 14, 2029**.
 - D. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - E. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
 - F. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
 - G. **Standards Compliance.** Contractor shall perform all work in accordance with the National Electrical Safety Code (NESC) and City of Ocala standards, except where City directs otherwise in writing with respect to non-safety requirements.
 - H. **Service Drop Reporting.** Contractor shall provide a portal-based method for attachees to report poles with newly installed service drops and shall provide City with a quarterly report of such submissions. Contractor shall issue quarterly reminder notices to attachees and shall have no obligation to enforce service drop reporting beyond providing the reporting method and reminders.
6. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned



automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

7. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
8. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
 - A. Contractor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.
9. **ADDITIONAL INSURANCE REQUIREMENTS.**
 - A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
 - B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
 - C. **Certificates of Insurance.** No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable)**



- prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. **City as Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
- E. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
- F. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. **Severability of Interests.** Contractor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
10. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If



Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

11. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
12. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
13. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
14. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
15. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand



on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

- 16. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
- 17. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
- 18. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
- 19. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: Alpine Communication, LLC
 Attention: Robert Murphy
 1540 Cornerstone Blvd., Ste. 230
 Daytona Beach, Florida 32117
 Phone: 386-615-3316
 E-mail: rmurphy@alpinecc.us

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-401-3972
 E-mail: cityattorney@ocalafl.gov



20. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
21. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
22. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
23. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
24. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
25. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.



26. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
27. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
28. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
29. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
30. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
31. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
32. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this Agreement on 2/27/2026.

ATTEST:

CITY OF OCALA

Signed by:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

Signed by:

Janice Mitchell

Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

ALPINE COMMUNICATION, LLC

Signed by:

William E. Sexton, Esq.

William E. Sexton, Esq.
City Attorney

DocuSigned by:

Robert Murphy

887976BF65FB410...

By: Robert Murphy
(Printed Name)

Title: CEO
(Title of Authorized Signatory)

**CONTRACT
BETWEEN
JEA
AND
ALPINE COMMUNICATION, LLC
JEA CONTRACT # JEA12178**

THIS CONTRACT is made and entered into as of the 15th day of October, 2024, (the “**Effective Date**”) by and between **JEA**, a body politic and corporate in the City of Jacksonville, Florida (“**JEA**”) and, **ALPINE COMMUNICATION, LLC**, a Delaware limited liability company, authorized to conduct business in the state of Florida, with its principal address at 595 N Nova Road, Ste 201, Ormond Beach, Florida 32174 (“**Company**” or “**Contractor**”).

WHEREAS, JEA issued a Solicitation Number **1411839047** for "**1411839047-IFB-Pole Attachment Third-Party Permit Processing Services**", as amended by Addendum Number One dated October 16, 2024 and Addendum Number Two dated October 16, 2024 (the “**Solicitation**”); and

WHEREAS, based on Company’s response to the Solicitation (the “**Response**”), on **October 15, 2024**, JEA informally awarded a contract, as allowed by Article 3-102 of the JEA Procurement Code, to Company to provide certain services to JEA as described in the Solicitation (the “**Work**”);

NOW THEREFORE, in consideration of the mutual covenants contained below, JEA and Company agree as follows:

AGREEMENT

1. Engagement and Performance of Work. JEA engages Company and the Company hereby accepts engagement for the purpose of performing the Work, as described in the JEA Solicitation Number **1411839147**, designated as “**1411839047-IFB-Pole Attachment Third-Party Permit Processing Services**”, as modified by Addenda. The Work shall be performed strictly in accordance with the Solicitation, as amended by Addenda, associated Technical Specifications, this Contract and Exhibits A, B, C and D, and all Purchase Orders issued pursuant to this Contract, and Company shall perform the Work in accordance with the terms and conditions of this Contract.

2. Compensation. The Company shall provide the Work at no cost to JEA, and the Company shall charge permit applicants an application fee in accordance with the terms of the Solicitation and the pricing attached to this Contract as **Exhibit B**, attached hereto.

3. Maximum Indebtedness. JEA’s maximum indebtedness for all fees, costs, expenses and all other amounts payable under this Contract shall be zero dollars (**\$0.00**).

4. **Term.** The term of this Contract shall commence on the Effective Date and shall continue through **October 14, 2029**, unless sooner terminated in accordance with the terms of the Solicitation. JEA shall have the right, in its sole discretion, to renew this Contract for up to renew this contract for up to two (2) additional term(s) of one (1) year(s) each.

5. **Contract Documents.** This Contract consists of the following documents which are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have priority in the order listed below:

- This document (including all attachments and exhibits hereto), as modified by any subsequently signed amendments
- Any Addenda to the Solicitation issued by JEA
- The Solicitation as originally issued by JEA, including all amendments, technical specifications, appendices and exhibits thereto
- JEA Purchase Order
- The Response, provided, however, that any terms in the Response that are inconsistent with the Solicitation shall not be included in this Contract, unless expressly agreed to in writing by JEA

6. **JEA Pole Attachment Agreement and First Addendum.** JEA requires the the Third-Party companies (communication companies) to execute the pole attachment agreement and first addendum attached hereto as **Exhibit C and Exhibit D**.

7. **Notices.** All notices under this Contract shall be in writing and shall be delivered by email (delivery receipt requested), certified mail (return receipt requested), or by other delivery with receipt to the following:

As to JEA:

JEA
225 N. Pearl Street
Jacksonville, Florida 32202
Attn: Gary Vondrasek
Email: vondgr@jea.com

and to:

JEA
225 N. Pearl Street
Jacksonville, Florida 32202
Attn: Heather Beard, Procurement Contract Administration
Email: bearhb@jea.com

As to the Company:

Alpine Communication, LLC
595 N. Noa Road, Ste 201
Ormond Beach, FL 32174
Attn: Robert Murphy
Email: rmurphy@alpinecc.us

8. Authority. Company represents and warrants to JEA that Company has full right and authority to execute and perform its obligations under this Contract, and Company and the person(s) signing this Contract on Company's behalf represent and warrant to JEA that such person(s) are duly authorized to execute this Contract on Company's behalf without further consent or approval by anyone. Company shall deliver to JEA promptly upon request all documents reasonably requested by JEA to evidence such authority.

9. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the Company. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Company may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to JEA (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Company acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

10. Amendments. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Contract.

11. Counterparts. This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on JEA and Company with the same effect as if original signatures had been exchanged.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, JEA and Company have duly executed this Contract as of the Effective Date.

JEA:

JEA

Signature:



Signed on 12/12/2024 | 18:14:21 (GMT -5:00)

WITNESS:

JEA-Witness

Signature:



Signed on 12/13/2024 | 08:57:59 (GMT -5:00)

Email: gleejs@jea.com
Name: Jenny G. McCollum
Title: Director, Procurement Services
Date: 12/12/2024 | 18:14:21 (GMT -5:00)

Email: sextte@jea.com
Name: Terri Sexton
Title: Contracts Associate
Date: 12/13/2024 | 08:57:59 (GMT -5:00)

COMPANY:

ALPINE COMMUNICATION, LLC

Signature:



Signed on 12/11/2024 | 13:12:54 (GMT -6:00)

Email: rmurphy@alpinecc.us
Name: Robert A. Murphy
Title: Executive Vice President
Date: 12/11/2024 | 13:12:54 (GMT -6:00)

JEA

Signature:



Signed on 12/11/2024 | 14:15:31 (GMT -5:00)

Email: lavirc@jea.com
Name: Rebecca Lavie
Title: Assistant General Counsel
Date: 12/11/2024 | 14:15:31 (GMT -5:00)

EXHIBIT A
Technical Specifications for Pole Attachment – Third Party Permit Processing Services for Solicitation 1411839047

ELECTRIC SYSTEM

JEA owns, operates and manages the electric system established by the City of Jacksonville, Florida in 1895. In June 1997, JEA also assumed operation of the water and sewer system previously managed by the City. JEA is located in Jacksonville, Florida, where we proudly serve an estimated 522,000 electric, 396,000 water and 316,000 sewer customers. JEA is Florida's largest community owned utility and the eighth largest municipal in the United States. JEA owns and operates an Electric System with four generating plants, and all transmission and distribution facilities, including 744 circuit miles of transmission lines and 7,408 miles of distribution lines.

JEA has approximately 156,000 electric distribution poles (“JEA Poles”). JEA maintains a permitting process for the review and approval of third party requests to attach to JEA’s Poles (“Pole Attachment Permit”).

OVERVIEW

The Contractor will review and approve/deny and otherwise administer the Pole Attachment Permit process for requests to utilize or attach to JEA electrical distribution and stand along street light poles, herein referred to as “Poles”. The Contractor will receive, review, analyze, approve or deny, propose make ready work, track Pole Attachment Permit requests, conduct post construction installation inspections, track and update new attachments in a format that is conducive to conveyance into JEA’s Geographic Information System (“JEA GIS”).

Additionally, the Contractor will perform other tasks as necessary to administer processing of any requests concerning attachments or third party use of JEA Poles, including small cell technology attachment request. The JEA GIS base platform is ESRI, with Oracle 11g ArcSDE as the underlying RDBMS.

During Post Construction Field inspections, the Contractor shall update all JEA Poles and attachment data for existing and update any data gaps for any missing poles or attachments. Pole number (street address), pole material, pole ownership, streetlight, etc. will be updated or added for each JEA source provided pole record. In addition, all foreign attachments, violations, or unauthorized attachments will also be recorded and communicated to JEA and / or the Attaching entity.

The Contractor shall make recommendations on any methods that would allow for a more efficient and less costly Pole Attachment Permit process that JEA currently operates under and shall convey all processed Pole Attachment Permit results into the JEA GIS database.

SCOPE OF SERVICES/METHODOLOGY

The Contractor will provide a turnkey operation for Pole Attachment Permit processing services

that allow Communication companies to attach copper or fiber optic cable to JEA pole line facilities in JEA's NE Florida Electric service territory in accordance with National Electrical Safety Codes (NESC), governmental regulations, as well as JEA specifications. This turnkey operation shall include supervision, labor, vehicle transportation, tools, reports, and equipment, software, etc., necessary to perform unit based Pole Attachment Permit processing.

The Contractor will provide the capability to interface with JEA's GIS. JEA will not provide the Contractor with office space.

CONTRACTOR CAPABILITIES / SPECIFICATIONS

Contractor shall perform the following tasks as necessary to process Pole Attachment Permit requests:

- The Contractor shall have the ability to review and approve/deny Permit applications from third party attaching entities (“Attacher”).
 - Permit requests (approvals and rejections) will need to be tracked and the materials maintained and supplied to JEA routinely.
- The Contractor shall:
 - Receive Pole Attachment Permit requests. (Contractor may receive Permit payment directly from the requesting Attacher).
 - Track submittal information; Attacher, date received, location of request and any other pertinent information which may be updated from time to time.
- The Contractor shall be knowledgeable and capable of identifying Attaching entities facilities and equipment.
- The Contractor shall have the experience and capability to conduct and validate wind load analysis.
 - Contractor if necessary shall gather pole information necessary to conduct a structural analysis of poles within the Pole Attachment Permit to ensure NESC loading is not exceeded.
 - Contractor must ensure proper handling and care of insulated measuring sticks to conform with OSHA regulations.
- The Contractor shall be knowledgeable and offer the capabilities to review, design, and approve Pole Attachment Permit requests requiring Make Ready work if requested by JEA.
- The Contractor shall have the ability to track approved Permits and the applicable data in addition to providing to JEA a database file for JEA to upload into active JEA GIS to maintain a current list of Attachers on each JEA Pole.
 - The Contractor is to provide recommendations on the most effective manner to complete this task.

- The Contractor shall be knowledgeable of applicable codes and requirements for Pole Attachments with respect to the National Electric Safety Code (NESC), Florida Building Code, etc.
 - Contractor shall ensure that the communications Attachments meet the most stringent rule or specification applicable with respect to NESC, DOT, Federal, State or Local regulations, codes and laws and JEA specifications and be able to evaluate whether any violations exist.
 - The Contractor shall have the ability to detect unsuitable attachments per applicable codes.
 - Contractor shall be required to provide notification to JEA and the Attacher of any such violations or issues.

- The Contractor shall perform a visual inspection and take actual measurement of joint use clearances on same structure and mid span clearances including clearances to power or other communication Contractor conductors or equipment as necessary

- The Contractor shall determine and report any possible clearance violations which may require measurement utilizing an insulated measuring stick to determine if a violation exists.

- The Contractor shall have the ability to conduct Post Construction Inspections once an entity completes their construction activities with any JEA Pole Attachments.

- The Contractor shall have the ability to update and add any JEA Pole Attachment or Pole data to JEA's GIS database.

- The Contractor shall review all Permit approvals since the last (2019) Pole Attachment Audit and ensure that the JEA GIS has JU Records associated with each Attacher / User.

- To process Permits the Contractor will not be required to:
 - Climb poles.
 - Open energized equipment.
 - Climb into vaults or manholes.

Approximate Attachment Counts on JEA Facilities:

The approximate number of JEA Pole attachments that currently exist on JEA facilities by all Attachers: 220,000.

Average Pole Attachment Permit Requests:

The average number of JEA Pole Attachment Permit requests for the last three years has been 200 per month.

A bulk deployment will average 2,000 Permit requests per week.

General Contractor Requirements

The Contractor is responsible for establishing and maintaining a positive business relationship with the local communication companies. The objective of this relationship is to bring about results that will benefit both the communication companies and JEA as each provides service to community customers.

Contractor's employees shall present a professional image at all times as they are representing JEA.

JEA (or a vendor selected by JEA) to specifically perform Quality Control ("QC") may periodically inspect work while in progress and also inspect jobs that have been submitted as completed. The Contractor will be required to correct work, to stop work, or to adjust work practices as directed by JEA's personnel if unsafe work practices are observed or inadequate or deficient work exists.

- JEA's preference is that a GIS mobile based technology PC or handheld device to collect the JEA Pole Attachment data is utilized. Efficiency and accuracy is the driving factor. The Contractor is to provide recommendations on the most effective manner to complete this task.
- The Contractor may be required to provide an onsite fully competent supervisor for the duration of the contract. The supervisor shall be responsible for the daily management of field crews and communication with JEA to handle issues that may arise. The supervisor is critical to the success of the operation, to keep the job running smoothly and to better ensure expectations are met for JEA and customers with respect to any mandated Pole Attachment Permit processing timeframes.
- The Contractor, acting as JEA's agent, shall have the same permissions granted to JEA by property owners for ingress or egress in the performance of this Pole Attachment Permit processing. In the event that the Contractor is unable to obtain part of the Field Review and Post Construction Inspections due to objections of property owners, or other interfering situations, the Contractor shall immediately contact the JEA Designated Representative ("JEA DR"). The JEA DR shall thereupon promptly advise the Contractor of the extent of right of ingress and egress and shall, where necessary, join the Contractor in making such arrangements as necessary to enable the work to be accomplished. Complaints from property owners shall be reported as soon as practical to JEA and the respective Pole Attacher.
- The Contractor shall be fully responsible for the security of all of its equipment, materials, tools and personnel. JEA will not be responsible for any damage, thefts, or acts of vandalism of Contractor's equipment, vehicles, materials, and tools. The Contractor is fully responsible for the security and care of any JEA owned material which is in his full custody.

- The Contractor shall be fully responsible for initiating, maintaining and supervising all safety precautions and safety requirements in connection with the work.
- The Contractor shall take all necessary precautions and provide appropriate Personal Protective Equipment (“PPE”) to provide necessary protection to prevent damage, injury or loss to all employees providing services, the public and other persons who may be affected thereby.
- The Contractor shall be required to provide proper identification for personnel such as visible Contractor’s Contractor photo identification badges with employee names and Contractor shirts with the Contractor Logo that shall be worn at all times. The Contractor shall be required to provide employees with PPE such as hard hats and appropriate color safety vests in compliance with safety requirements. The Contractor shall have prominent Contractor Logo identification on their vehicles with address and phone number.
- Compliance with Laws: The Contractor shall comply with any and all applicable federal, state, and local laws, rules, regulations, statutes, codes, orders and ordinances in the performance of the work described herein.

Discrepancies and Corrective Action:

Any work that is not performed to specification or any billing discrepancies will be brought to the attention of the Contractor. Corrective action, satisfactory to JEA’s DR must be taken by the Contractor to remedy the situation before the next QC check or as directed by the DR. The corrective action may include, but not be limited to: permit review, post construction inspection, JEA Pole Attachment data collection and delivery, and re-engineering of certain areas at no cost to JEA.

Normal work hours for Contractor will be between 8AM - 5 PM, Monday through Friday. The hours may be adjusted upon agreement between the Contractor and the JEA DR.

Contractor is expected to commence work within two (2) weeks after notification by the JEA DR.

Training

Contractor will be expected to learn JEA's work management systems (Oracle, Maximo, etc.) to properly estimate Make Ready costs, determine pole locations, pole numbers, etc.

Contractor is required to have and provide its employees working for JEA high speed internet access.

Contractor should be knowledgeable of ESRI GIS systems.

Safety

Contractor performance regarding safety is critical to the success of this contract. Contractor shall perform all work in a safe manner using proper safety equipment; comply with all Federal, State and Local laws and regulations such as OSHA and DOT requirements, and special use

permits. Contractor shall develop, maintain, and administer its own safety program.

JEA considers work not in accordance with the specifications or work not in accordance with local, State, or Federal regulations, or unskilled or careless work to be sufficient reason to order the Contractor to stop work. Work will not be allowed to resume until deficiencies are corrected to the satisfaction of JEA. Further, JEA reserves the right to require the Contractor to replace any worker before work is allowed to continue. If not satisfied, this will be considered just cause for termination of the contract.

Any major safety violation by a Communications Contractor or any other Attacher shall be noted and reported to the JEA System Operations center or JEA's DR. If an immediate danger exists, both JEA and Attacher shall be notified verbally. In all cases where an immediate danger exists, Contractor must standby until appropriate JEA personnel arrive.

Note

If a Communications Contractor or any other Attacher is touching power, this should be considered a dangerous situation.

POLE OWNERSHIP IDENTIFICATION

JEA

Each JEA Pole is identified by a pole tag containing the street address number of the pole with yellow numbering. This number is also identified in the GIS geodatabase as an attribute on the pole feature class. By physically inspecting each pole supporting JEA facilities, a pole brand, pole tag, audit tag or other physical characteristic will determine pole ownership. In the absence of a tag, brand or physical characteristic, ownership shall be deemed to be the same as that of the adjacent poles.

Telephone Contractor (AT&T)

AT&T uses light brown creosote poles, CCA treated poles (green), and SPT (salt treated) poles with flat roofs.

AT&T poles should have a horizontal tag; SBT, ATT, or BST on the street side of the pole.

POLE ATTACHMENT RECORDS

- The Contractor shall record for each approved Permit on a JEA pole/structure, an attachment record to identify the facility as a permitted attachment (“Attachment Record”). JEA will seek recommendations from the Contractor on the most effective process for conveyance of these records into the JEA GIS database.
- The Contractor will identify the owner and number of all Permitted Attachments on

JEA's JEA Poles. For the purposes of the Pole Attachment Permit process, an attachment is defined in **Exhibit A**, as follows: "Attachment" shall mean the point of connection to a JEA Pole of a cable or fiber optic wire facility or other Communications Facility utilized to provide Communications Service, together with all associated equipment (excluding climbing aids) necessary to physically attach such facility to JEA's Poles, placed directly on JEA's Poles within the Communications Zone. For purposes of permitting and prior authorization, such term applies whether the facilities are placed directly on JEA's Poles or are overlashed onto existing Attachment. It is further defined to mean one point of attachment or hole per pole within the Communication Zone. Any other appurtenance affixed to a pole not herein defined, with the exception of guy and ground wires, shall be considered as a separate attachment.

- See the **Exhibit C**, attached hereto, for the Pole Attachment contract definition of attachments. **Multiple attachments may be present and data capture will be necessary for conveyance into the JEA GIS database.**
- The current list of Joint Use companies include (additional Joint Users may be added at any time):

AT&T / Bellsouth
CenturyLink
City of Jacksonville – Traffic Department
Comcast
Crown Castle / FPL Fibernet
Dark Fiber Systems / Hargray (formerly Dedicated Fiber Systems)

Florida Department of Transportation

Jacksonville Transportation Authority
JEA – Utility Fiber Communications
Level 3 Communications
IQ Fiber
MCI Metro

Southern Light (Uniti Fiber)
TowerCloud (Uniti Fiber)
TW Telecom
Windstream

PUBLIC NOTIFICATION

If a public notification is necessary, the Contractor may be responsible to notify the public in a JEA service area in advance of any Post Construction Inspection or field data collection work. JEA and the Contractor will work together to prepare a public notification program if necessary. If mailing lists are needed, JEA will provide data based on the existing Customer Service database.

POLE ATTACHMENT PERMIT AND ATTACHMENT REPORTING

The Contractor shall prepare a report to tabulate the Pole Attachment Permit requests including but not limited to the number of Pole Attachment Permits received, the number approved/denied, the number of Make – Ready, Wind load deficiencies, etc. Contractor shall provide the following reports on a weekly, monthly, or “as needed” basis. An aging report of pending Attachments received in date order, identified by the Attacher, attachment type, permit number, and 30-day Permit completion date, separated by type of permit, i.e. "new" or "overlash", post construction inspections, make-ready, etc. This report will show the number of days the Pole Attachment Permit was completed either within or outside the 30 day scope. A monthly and annual percentage rate will also be calculated.

In addition, monthly Pole Attachment Permit requests and submittal reports (“Reports”) will be submitted to the JEA DR or his designee throughout the duration of the contract. The Reports shall describe all significant Pole Attachment Permit activities, achievements and problems that may affect the processing of Pole Attachment Permits in a timely manner as mandated by any regulatory bodies. Typically this is 30 days or less from the time a Pole Attachment Permit request is received. The Reports should be sufficiently detailed to ensure Pole Attachment Permit goals are being attained. Meetings will be held weekly, monthly, and/or quarterly between the responsible Contractor representative and the JEA DR, to resolve outstanding issues, which may arise, to ensure timely Pole Attachment Permit review and response. This meeting will also serve as a method for updating the progress of the Pole Attachment Permit requests.

QA/QC PROCEDURES AND CRITERIA

It will be the responsibility of the Contractor to define a set of quality assurance/quality control (“QA/QC”) procedures to validate the data collected and meet the acceptance criteria in **Exhibit D**. These procedures should be automated as much as possible. The Contractor will perform the QA/QC tasks and all errors will be corrected before delivery to JEA with a minimum degree of accuracy of 100% for each pole as a whole with associated Joint Use Attachment (Pole Attachment) records. Upon delivery, JEA may also perform the same QC tasks to confirm that the delivered data meets specifications. **Exhibit D** of this Technical Specifications contains a detailed description of the acceptance criteria.

PROJECT PHASES

Project Initiation

JEA and the Contractor will participate in post-award meetings to discuss and finalize the Pole Attachment Permit Process, the required information for permit submittals, criteria for Pole Attachment Permit approval/rejection, all deliverable data formats, and accuracy requirements, Pole Attachment Permit response and associated schedules / timeframes, etc. Upon total

definition of the Pole Attachment Permit process, Contractor shall produce a draft Pole Attachment Process manual, samples of the reporting documents, and all recommended and related automated processes. A Pole Attachment Permit processing pilot will commence to validate the agreed upon work flow and associated processes. Results of the completed pilot shall be used to finalize the Pole Attachment Permit process and the associated Pole Attachment Permit process manual.

The first task will involve the development and review of the Pole Attachment Permit process manual that will include:

- A detailed description of how the Contractor will perform the Permit Process both Pre-Permit Survey Review and Post Construction/Installation inspection, and Permitted Attachment data collection including any safety procedures.
- Format of how the data will be delivered to JEA.
- QA procedures to check the accuracy of the Pole Attachment Permit and Attachment data collection.
- Guidelines on identifying facilities in the field.

Pilot Project

- A Permit process pilot will be performed to test the Pole Attachment Permit process; Pre-Permit Survey and Post Construction Inspection, data collection procedures, QC and data delivery formats. Within thirty (30) to sixty (60) days of the execution of the Contract, the Contractor shall submit sample Pole Attachment Permit data demonstrating its capability of performing and delivering the required data in the proper format. **If this sample is found to be unsatisfactory and is rejected by JEA, JEA may terminate in accordance with the Contract.**
- Based on the results of the pilot, changes will be made by the Contractor to the Pole Attachment Permit process; Pre-Permit Survey and Post Construction Inspection, data collection procedures, QC, and data delivery formats. If required the Pole Attachment Permit procedure manual will be updated accordingly. Both JEA and the Contractor will agree to any changes in writing before proceeding with the full Pole Attachment Permit process.
- Suggested Pilot Program Permit Process and Identification of Data Attributes to be collected.
 - Establish Pole Attachment Permit Process and Manual.
 - Identify deliverable requirements for JEA’s GISdatabase
 - Set Pilot Program schedule for Pole Attachment Permit review (Pre-Permit Survey and Post Construction Inspection), field collection and data delivery
 - Data collection for GIS import (pole features, related tables) for Pilot Program (JEA)
 - Process and deliver Pilot Program results (JEA & Contractor)

- Review Pilot Program results and finalize business processes and begin Pole Attachment Permit processing (JEA and Contractor)

PRODUCTION

Following the successful completion of the Pilot Program, JEA will authorize the Contractor to begin full Pole Attachment Permit processing production. Production will adhere to the procedures agreed to during the Pilot Program phase with any updates or modifications following the Pilot Program phase. Continual improvements or process modifications will become part of the Pole Attachment Permit process to expedite processing of Pole Attachment Permit requests in addition to any regulatory or other internal or external requirements.

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- **Response Rates Workbook (Billable Units)**

1 Pre-Permit Survey Fee

The Pre-Permit Survey and associated fee includes Contractor labor, equipment, and expenses required to determine whether or not a JEA Pole meets JEA specifications, NESC specifications, windload, and applicable clearance requirements for requested attachments. Those JEA Poles that have been identified as meeting the requirements will have the Attacher's new attachment height noted. Those JEA Poles that fail to meet the requirements of the new Attacher's Permit request shall have the Attacher's new attachment height noted in addition to any comments for necessary modifications to other communication facilities. Such remedies shall include, but not be limited to, rearrangement of existing communication conductors and cables. The Contractor will then approve or deny Permit based upon this Pre-Permit Survey. Permit approvals and any rejections will be communicated to the Requester with the option to provide a Make Ready determination and associated work plan including Make Ready costs. This fee includes the first post construction inspection.

#2 Make Ready / Work Order Engineering Fee

The Make Ready / Work Order Engineering and associated fee includes Contractor labor, equipment, and expenses required to perform engineering designs and cost estimates for those JEA Poles and/or installations on, or associated which Contractor has determined does not meet JEA specifications, NESC specifications, and/or applicable clearance requirements. JEA may allow Contractor to create or write a JEA Work Request for JEA to alter its electrical facilities on a JEA Pole or set a new/replacement pole with sufficient capacity.

In cases where an evaluation determines that the vertical separation criteria are not satisfied for existing or proposed attachments on a JEA Pole, Contractor shall prepare an engineering design and a cost estimate. Such design shall include all modifications required to ensure that those structures involved in the situation(s) will conform to JEA specifications and requirements. All Make-Ready billing will be performed by JEA or Contractor as determined by JEA.

#3 Additional Post Construction Inspection Fee's

If any additional Post Construction Inspections are required, after the first post construction inspection, an Additional Post Construction Fee shall apply and include all Contractor labor, equipment, and expenses required to perform an Additional Post Construction Inspection on new attachments and on Make Ready construction of all JEA Poles. The purpose of this work is to ensure that attachment heights, instructions and Make-Ready Work was completed per the approved Pole Attachment Permit. The Attachers will have 90 days for minor project and 120 days for major projects to complete construction after receiving Pole Attachment Permit approval from JEA/Contractor. The Contractor shall complete the post construction inspection within 120 days for minor projects and 180 days for major projects after JEA/Contractor approval of the Pole Attachment Permit. The Contractor will submit all approved Pole Attachment Permits to JEA in an approved format for upload into the JEA GIS database.

In cases where the Post-Construction Inspection determines that a permitted JEA Pole has failed inspection, or where the installation of the proposed attachment created a violation, then the Pole Attachment Permit shall continue to denied until corrected by the Attacher. Contractor will track and notify Attacher of any attachment deficiencies and re-inspect as necessary for compliance.

Additional Services – BULK DEPLOYMENT PERMIT PROCESS

The Contractor may be utilized with large deployments which will be a time and materials payment process. This will require hourly rates per employee type. Large or bulk deployments may average 2,000 Pole Attachment Permit requests per week and require a 15 day Pole Attachment Permit review and approval/denial(“Bulk Deployment Projects”). Make Ready would require 15 days for analysis and design work, after the approval/denial of the Pole Attachment Permit. Contractor shall meet the required Large/Bulk Deployment timeframes increasing staffing as necessary.

An hourly rate will be provided for large or Bulk Deployment Projects, emergency situations and additional work for the following needs:

- Pre-Permit Survey Bulk
- Make Ready Fee (review and engineering analysis).
- Post Construction Inspection including GIS data capture/transmittal.
- Project Management including a Project Manager.
- Administrative Project Support
- Engineering Analysis and Services
- Field Inspector

WORK TRACKING, INVOICING AND PAYMENT FOR BULK DEPLOYMENTS

- The Contractor shall track, weekly production and personnel hours assigned to the Bulk Deployment Projects and provide reports and draft invoices for JEA’s review at the end of each week.
- The Contractor shall provide the approach to managing processing with permits for multiple Applicants to ensure billing is separated by Applicant.

DELIVERABLES

All Pole Attachment Permits are to be processed, approved/denied by Contractor and communicated / returned to the communication Contractor within 15 days (Large / Bulk Deployments require a 15 days). All Pole Attachment Permit request submittals will be supplied to Contractor or provided directly to the Contactor with a received date and permit number and be accompanied by the Attacher's proposed JEA Pole route map. The Pole Attachment Permits will be processed on a first-in and first-out basis. Contractor shall provide notification to JEA’s DR of Pole Attachment Permit acceptance or rejection within 30 days unless there are mitigating circumstances. All approved Pole Attachment Permits will be returned to the Applicant and JEA's DR.

DATA DELIVERABLES

The Contractor shall be required to deliver the JEA Pole Attachment data in an approved JEA format for conveyance into the JEA GIS database.

Data delivery must be made monthly or as required by JEA so JEA Pole Attachment data is accurately accounted for, billed, and tracked.

All Permitted Attachments that are approved will be provided monthly to the respective JEA DR for uploading in JEA’s GIS database.

Monthly report of JEA Poles analyzed for pole loading are to include the pole number, address of pole location, analysis results of "PASS" or "FAILED", associated work order numbers for poles that failed, all associated poles of the poles analyzed and their analysis results.

Note 1

Contractor will be paid for processing of Pole Attachment Permits that are subsequently withdrawn or cancelled.

Note 2

If an Applicant should require a preliminary ride out prior to submitting a Pole Attachment Permit application, they should contact the Contractor, negotiate a reasonable price and be billed directly by the Contractor. JEA reserves the right to monitor any ride outs and associated work to ensure the highest level of customer satisfaction.

Note 3

Each submittal to JEA shall be JUA Data that was processed by the Vendor during a specified time period (i.e. Weekly, Bi-Weekly or Monthly) in lieu of the entire database that may have been given to the Vendor initially. Thus, allowing JEA to properly convey all JUA Data into our Production GIS Database accurately and in a timely manner.

SERVICE LEVELS

On a monthly basis, or as specified by JEA, the Contractor shall provide a report of processed Pole Attachment Permits.

JEA will perform a random sample of 10% or 100 Pole Attachment Permits, whichever is greater. Any defects found, shall be corrected at the Contractor's expense. If 100% of the sampled Pole Attachment Permits are correct, JEA will request GIS information for upload to JEA GIS database. If any defects are found the Contractor will be required to audit the months' work of Pole Attachment Permits processed and correct and resubmit for JEA's re-audit.

If JEA finds defects on the second re-audit, the Contractor shall pay JEA's cost of additional audits.

Invoicing and Payments

Contractor shall receive the Pre-Permit Survey, Post Construction Inspection, and Make Ready work payments and / or bill Pre-Permit Surveys, Post Construction Inspections, Make Ready work, and any other associated fees and charges directly to the requesters / users.

Contractor may invoice for services or receive payment directly from a Large or Bulk Deployment Attacher.

The JEA Pole Attachment Permit Processing Contract price is firm and non-negotiable. No additional contract price adjustments can be applied.

Exhibit A of the Technical Specifications

TREATMENT OF SPECIFIC TYPES OF ATTACHMENTS

1.0 *The following items are defined as an attachment(s) if any of them are connected to JEA owned poles within the communication zone:*

- 1.1 Tangent facilities, including service drops, attached to separate bolts.
- 1.2 Crossing facilities, including service drops, attached to separate bolts on multiple faces of a pole.
- 1.3 Perpendicular facilities, including service drops, attached to separate bolts.

2.0 *The following items are defined as an attachment(s) if any of them are connected to JEA owned poles outside of the communication zone:*

- 2.1 *Tangent, crossing and perpendicular facilities, including service drops.*
- 2.2 *Splices*
- 2.3 *Terminals*
- 2.4 *Boxes*
- 2.5 *Underground risers*
- 2.6 *Span Guys*
- 2.7 *Dead end guys*

3.0 Attachments which are not defined as multiple attachments in this Contract are:

3.1 Tangent (or overlashed), crossing or perpendicular facilities using the same bolt as the facilities described in section 1.0 above.

4.0 In general, any licensee facilities connected to any portion of a JEA owned pole shall qualify as an individual and/or multiple attachment under the terms of this Contract.

Pole feature class attribute table (sample, not the final product)

Object ID	Street Number	Street Name	Facility Owner
926942	9142B	MAXVILLE-MIDDLEBURG RD	JEA
926943	9138	MONETTE RD	JEA
926944	9138A	MONETTE RD	JEA
926945	9138B	MONETTE RD	JEA
926946	9158	MONETTE RD	JEA
926950	9168	MONETTE RD	JEA
926952	17101	TUCKER-HYSLER RD	JEA
926953	17051	TUCKER-HYSLER RD	JEA
926954	17001	TUCKER-HYSLER RD	JEA
926955	9121	TOBIAS RD	JEA

Related inspections table (sample, not the final product)

Subtype Code	Comments	Date Inspected	Inspection Type
Pole Inspection	<Null>	<Null>	Visual (Report)
Pole Inspection	<Null>	<Null>	Visual (Report)
Pole Inspection	<Null>	<Null>	Visual (Report)
Pole Inspection	<Null>	<Null>	Visual (Report)
Pole Inspection	<Null>	<Null>	Visual (Report)

Related joint use attachment table (sample, not the final product)

- The Contractor will identify and record the following attributes for all new Permitted Attachments:

- Pole Identification (~~ESRI object ID~~) – Object ID, must be maintained to update data in the ESRI SDE Enterprise geodatabase.
- Pole Number – Number with lettering (to match street address number in geo database)
- Identification of Joint User
- Number of attachments per Joint User / Attacher attachment type.
- Streetlight on Distribution Pole
- Wattage of Street light.
- Identify and map JEA poles found in the field and not in the JEA provided database of existing poles. The Contractor shall be required to record the Pole Number, Street Name, City and County.
- Identify JEA poles that are in the JEA provided existing pole database ~~GIS~~ but are not found in the field.
- Street Type - The following are standard street type abbreviations as will be provided in the JEA file geodatabase, and will be utilized in completing this audit. The Contractor shall use the 2 letter code for street abbreviations in the JEA provided file geodatabase.

AL-Alley.....	HG-Heights	RD-Road
AN-Annex	HY-Highway	RW-Row
AV-Avenue.....	KY-Key	SQ-Square
BV-Boulevard.....	LA-Lane	ST-Street
CR-Circle	LP-Loop	TR-Trace
CS-Crescent	ML-Mall	TL-Trail
CT-Court	PK-Park	VI-Viaduct
DV-Division	PY-Parkway	PZ-Plaza
DR-Drive	PL-Place	XY-Expressway
EX-Extension.....	PT-Point	WY-Way

- Pole Address
- Street Name/Type/Dir – Enter the street name, type and direction

- Enter County:
Duval County (Including Baldwin and Atlantic Beach)
- St Johns County
- Clay County

Exhibit B & C of the Technical Specifications have been intentionally omitted.

Exhibit D of the Technical Specifications are as follows:

Acceptance Criteria and QA/QC Procedures

A set of acceptance criteria will be established to allow both the Contractor and JEA to objectively identify when delivered products are accepted. There are both manual and automated processes that will be necessary to follow to assure that the products meet the specifications.

1. The Contractor is responsible for achieving a 100.0% accuracy rate for the capture of required JEA Pole Attachment and related elements as defined in the scope of work. Accuracy is defined as the existence, completeness and placement (of the geographic features or data). The Contractor shall be responsible for correcting any errors identified by JEA.
2. The Contractor is responsible for achieving a 100.0% accuracy rate for the capture of required geodatabase attribute data. Accuracy is defined as the existence and completeness associated with the geographic feature(s). The Contractor shall be responsible for correcting the errors identified by JEA. If less than 1.0% of the attribute data is in error, then JEA shall be responsible for correcting those errors in-house.

QA/QC Checks

3. JEA will complete a field review validation check of the Pilot Phase data deliveries to confirm that the Contractor is doing the work correctly. The field review check will allow JEA to confirm that the Pilot data submitted by the Contractor meets the required (100%) accuracy goal. The goal is to reach a level of confidence in the Contractor's work so that subsequent sample checks can be used to check the remainder of the deliverables.
4. QC will be done on subsequent production phase submissions to ensure that the data delivered does not fall below the acceptable level of accuracy. Should this occur, a complete check will be performed on the current delivery. This is to confirm that the problem is isolated to this delivery and not a decline in quality or the introduction of a systematic problem in the Contractor's process. The problem could be caused by a

change in personnel, corrupt software, or lack of attention.

**EXHIBIT B
COMPANY's PRICING FOR PERMIT APPLICANTS**

xxxxxxxx Appendix B Response Workbook

Non-Bulk (<2000 permits/ week)							
#	Description	Per Month	Contract Years	Total Forecasted	Respondent Unit Price/Pole (Fee to JEA to process)	Net Extended Price	
1	Pre-Permit Survey (includes first post construction inspection fee)	200	5	1,500	\$ 36.00	\$ 54,000.00	
2	Make Ready Work Order Engineering Fee (Work Order Eng.)	20	5	150	\$ 189.95	\$ 28,492.50	
3	Additional post construction inspection fee (due to failed first inspections)	10	5	300	\$ 36.00	\$ 10,800.00	
4	Non-Standard Attachment fee (due to failed first inspections)	10	5	300	\$ 55.00	\$ 16,500.00	
5	Reinspection fee (due to failed first inspections)	6	5	150	\$ 36.00	\$ 5,400.00	
6	Returned Application (due to failed first inspections)	4	5	150	\$ 24.95	\$ 3,742.50	
Additional Services-Bulk Deployment Permit Processing (>2000 permits/ week)							
#	Description	Per Month	# Bulk Deployment in Contract	Total Forecasted Permits		Net Extended Price	
7	Pre-Permit Survey Bulk (2,000 or more permits/ week)	8,000	6	48,000	N/A	NA in Bulk deployment	
8	Make Ready Fee (Work Order Eng.)	1200	6	7,200		NA in Bulk deployment	
9	Post construction inspection & GIS data capture fee (due to failed first inspections)	400	6	2400		NA in Bulk deployment	
#	Description	Hrs	# Bulk Deployment	Total Forecasted Hours	Hourly Rates	Extended Price	
10	Hourly Rate for a Project Manager	32	6	192	\$ 60.00	\$ 11,520.00	
11	Engineer Analysis-Electrical	32	6	192	\$ 75.00	\$ 14,400.00	
12	Administrative Project Support	32	6	192	\$ 45.00	\$ 8,640.00	
13	Field Inspector	32	6	192	\$ 45.00	\$ 8,640.00	
	Evaluated Five (5) Year Fee's (Enter this amount in Zycus) ***Payments to the Company shall be direct billed						\$ 136,492.50
	***Any Net Positive cash flow generated from delta of JEA's price to Companies shall be paid to JEA on a monthly basis						

EXHIBIT C
POLE ATTACHMENT LICENSE AGREEMENT

POLE ATTACHMENT LICENSING AGREEMENT

BETWEEN

JEA

AND

POLE ATTACHMENT LICENSE AGREEMENT

This Pole Attachment License Agreement ("Agreement") is dated this ____ day of ____ 20____, and is made by and between **JEA**, an independent agency of the City of Jacksonville, Duval County, Florida, a body politic and corporate and political subdivision of the State of Florida, and _____ ("Licensee").

RECITALS

WHEREAS, Licensee proposes to install and maintain, fiber optic and or coaxial cables, wires and associated communications equipment (excluding climbing aids) on JEA's Poles to provide all lawful Cable Television and other Communications Services to the public; and

WHEREAS, JEA is willing, when it may lawfully do so, to issue one or more Permits authorizing the placement or installation of Licensee's Attachments on JEA's Poles, provided that JEA may refuse, on a non-discriminatory basis, to issue a Permit where in its reasonable judgment there is insufficient capacity or for reasons of safety, reliability and generally applicable engineering purposes.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions and remunerations herein provided, and the rights and obligations created hereunder, the parties hereto agree as follows:

AGREEMENT

I. DEFINITIONS

For the purposes of this Agreement, the following terms, phrases, words, and their derivations, shall have the meaning given herein, unless more specifically defined within a specific Article or Paragraph of this Agreement. Words used in the present tense include the future tense, words in the single number include the plural number, and words in the plural number include the singular. The words "shall" and "will" are mandatory, and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. Affiliate: when used in relation to an Attaching Entity, means another entity who owns or controls, is owned or controlled by, or is under common ownership or control with such Attaching Entity.
- B. Anchor: means a metal plate or screw placed in the ground to provide a counter load to the stringing tensions of JEA and/or Licensee. Anchors shall be of sufficient size to hold the load placed on them.
- C. Applicable Standards: means all applicable engineering and safety standards governing the installation, maintenance and operation of facilities

and the performance of all work, including Make-Ready Work, in or around electric JEA Facilities and includes the most current versions of National Electric Safety Code ("NESC"), the National Electrical Code ("NEC"), the regulations of the Occupational Safety and Health Administration ("OSHA"), and the applicable laws of Florida, each of which is incorporated by reference in this Agreement, and/or other reasonable safety and engineering requirements of JEA or other authority with jurisdiction over JEA Facilities.

- D. Attaching Entity: means any public or private entity that attaches to a JEA Pole to provide Communications Service.
- E. Attachment: means the point of connection to a JEA Pole of a cable or fiber optic wire facility or other Communications Facility utilized to provide Communications Service, together with all associated equipment (excluding climbing aids) necessary to physically attach such facility to JEA's Poles, placed directly on JEA's Poles within the Communications Zone. For purposes of permitting and prior authorization, such term applies whether the facilities are placed directly on JEA's Poles or are overlashed onto existing Attachment. It is further defined to mean one point of attachment or hole per pole within the Communication Zone. Specific examples of Attachments and their treatment under this Agreement are set out in Appendix B.
- F. Betterment: is any increase in service capacity of the replacement JEA OSP (Outside Service Plant) Facilities over the service capacity of JEA OSP Facilities prior to rearrangement which is not attributable to Licensee's construction, and any upgrading of a replacement JEA OSP Facility above JEA's current minimum design standard and construction practices that normally would be used on projects financed solely by JEA. Betterment does not include: (a) any increase in service capacity required by federal, state, or local law which applies to JEA OSP Facilities as of the date of construction of the replacement JEA OSP Facilities; (B) any increase in service capacity resulting solely from the replacement of devices or materials which at the time of construction of the replacement JEA OSP Facility are no longer manufactured, processed, or installed and used by JEA in projects financed entirely by JEA; (c) any upgrading of a replacement JEA OSP Facility requested by the Licensee; (d) any upgrading of a replacement JEA OSP Facility required by any agency responsible for regulation of JEA OSP Facilities, (e) any upgrading of the replacement JEA OSP Facility which is necessitated by the Licensee's construction, if the replacement is the same as that used by JEA on JEA's own projects, or (f) any upgrading that will result in a reduction in the overall project cost.

- G. Bonding Wire: means #6 or larger copper wire conductor connecting equipment of either party to the vertical ground wire or the multi-grounded neutral.
- H. Climbing Space: means that portion of a Pole that is free from encumbrances to enable JEA employees and contractors to safely climb, access and work on JEA Facilities and equipment.
- I. Communications Facilities: means a wire or cable facility utilized to provide Communications Service, together with all associated equipment necessary to physically attach such facility to JEA's Poles.
- J. Communications Service: means the transmission [or receipt] of voice, video, data, Internet or other forms of digital or analog signals over wire or cable facilities, but does not include any such transmission [or receipt] by JEA when utilized to provide internal, non-commercial communications related to the operation of the JEA.
- K. Communications Zone: means the space above the minimum grade on a Pole, as defined by the NESC and other Applicable Standards that is available for Attachments.
- L. Down Guys: means a wire of sufficient strength attached to the Pole on one end and an anchor in the ground on the other, used to support the Pole when Attachments are made.
- M. Make-Ready Work: means all work, as reasonably determined by JEA, required to accommodate Licensee's Communications Facilities and/or to comply with all Applicable Standards. Such work includes, but is not limited to, rearrangement and/or transfer of JEA Facilities or existing Attachments, inspections, engineering work, drafting, permitting work, tree trimming (other than tree trimming performed for normal maintenance purposes), pole strengthening and construction by pole removal and replacement.
- N. Occupancy: means the use or specific reservation of space for Attachments on the same JEA Pole.
- O. Outside Plant Facilities or OSP Facilities or JEA Facilities: means all personal property and real property owned or controlled by JEA, including but not limited to Poles and fiber.
- P. Overlash: means to place an additional wire or cable facility onto an existing Attachment.

- Q. Pedestals/Vaults: means above or below ground housings, which are used to enclose a cable splice, power supplies, amplifiers, passive devices and/or provide a service connection point.
- R. Permit: means written or electronic authorization of JEA for Licensee to make, or maintain, Attachments to specific Poles pursuant to the requirements of this Agreement.
- S. Pole: means a pole owned by JEA used for the distribution or transmission of electricity of less than 34KV that is capable of supporting Attachments for Communications Services. Generally the distribution Poles subject to this Agreement shall consist of 50 foot, class 2, wood poles which meet the requirements of the NESC for Pole Capacity, support and clearance of supply and communication conductors under conditions existing at the time this Agreement was established. The foregoing definition is not intended to preclude the use of Poles of different heights or strengths.
- T. Pole Capacity: is the maximum allowable stress, strain, or force the Pole can be subjected to, as determined by JEA's standards and the guidelines within the NESC.
- U. Pre-Permit Survey: means all work or operations required by Applicable Standards or JEA to determine the Make-Ready Work necessary to accommodate Licensee's Communications Facilities on a Pole. Such work includes, but is not limited to, field inspection, and loading calculations.
- V. Rearrange or Arrange: is the moving of Attachments from one position to another on the same Pole.
- W. Reserve Capacity: means capacity or space on a Pole that JEA has identified and reserved for its own electric utility requirements, including the installation of communications circuits for operation of JEA's electric system, pursuant to a reasonable projected need or business plan.
- X. Riser: means metallic or plastic encasement materials placed vertically on the Pole to guide and protect communications wires and cables.
- Y. Tag: means to place distinct markers on wires and cables, coded by color or other means specified by JEA that will readily identify the type of Attachment and its owner.
- Z. Transfer: is the moving of Attachments from one Pole and placing them upon another.
- AA. Unauthorized Attachment: means an Attachment to a JEA Pole without JEA's authorization required hereunder, including multiple Attachments that

are not individually authorized. For purposes of payment of the Unauthorized Attachment Fee, an Unauthorized Attachment shall be deemed to have been made on the effective date of this Agreement or the date of the last survey, whichever is later. Each separately attached communications line or facility capable of independently providing service shall constitute an individual Attachment for purposes of calculating Unauthorized Fees.

- BB. Vertical Ground Wire: means a conductor of either party attached vertically to the Pole and extending from the multi-grounded neutral through the Communication Zone to the base of the Pole where it may be either butt wrapped on the Pole or attached to a ground electrode.

II. SCOPE OF AGREEMENT

- A. Grant of License. Subject to the provisions of this Agreement, JEA hereby grants Licensee a revocable, nonexclusive license authorizing Licensee to install and maintain Attachments to JEA's Poles.
- B. Parties Bound by Agreement. Licensee and JEA agree to be bound by all provisions of this Agreement and of the Permit(s) issued pursuant to this Agreement.
- C. Permit Issuance Conditions. JEA will issue a Permit(s) to Licensee only when JEA determines, in its reasonable judgment that: (i) it has sufficient capacity to accommodate the requested Attachments within the Communications Zone; (ii) Licensee meets all requirements set forth in this Agreement; and (iii) such Permit(s) comply with all Applicable Standards.
- D. Reserve Capacity. Access to Poles will be made available to Licensee with the understanding that such access is subject to JEA's reserve capacity. On giving Licensee at least ninety (90) days prior notice, JEA may reclaim such reserve capacity anytime during the life of the Contract following the installation of Licensee's Attachment if required for JEA's future electric service use, including the attachment of communications lines for internal JEA operational requirements. JEA shall give Licensee the option to remove its Attachment(s) from the affected Pole(s) or to pay for the cost of any modifications needed to expand capacity so that Licensee can maintain its Attachment on the affected Pole(s) or to transfer its facilities to the nearest Pole. The allocation of the cost of any such modifications (including the Transfer, Rearrangement, or relocation of third-party Attachments) shall be determined in accordance with Article IX. If any Attachments permitted on the Pole in reserved capacity are not removed after ninety (90) days notice, JEA may, at its sole option, remove or relocate said facilities at the expense of the Licensee.

- E. No Interest in Property. No use, however lengthy, of any JEA Facilities, and no payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easements or other ownership or property rights of any nature in any portion of such Facilities. Neither this Agreement, nor any Permit granted under this Agreement, shall constitute an assignment of any of JEA's rights to the JEA Facilities. Notwithstanding anything in this Agreement to the contrary, Licensee shall, at all times, be and remain a mere licensee.
- F. Licensee's Right to Attach. Nothing in this Agreement, other than a Permit issued pursuant to Article VI, shall be construed as granting Licensee any right to attach Licensee's Communications Facilities to any specific Pole or to compel JEA to grant Licensee the right to attach to any specific Pole.
1. JEA reserves the right to deny Attachments to JEA Poles which have been installed for purposes other than or in addition to normal distribution of electric service including, among others, Poles which in the reasonable and the nondiscriminatory judgment of JEA: (i) are required for the sole use of JEA (ii) would not readily lend themselves to Attachments by Licensee because of interference, hazards or similar impediments, present or future, or (iii) have been installed primarily for the use of a third party.
 2. Pursuant to the right provided for in the above subsection, JEA hereby excludes its Poles used to support those transmission lines in voltages in excess of 69 kV and to Poles providing street light service only
 3. The provisions of this section notwithstanding, JEA shall take all reasonable steps to accommodate Licensee's requests for access.
- G. Necessity of Authorizations. Licensee is obligated to obtain all necessary certification, permitting, and franchising from Federal, State and Local authorities prior to making any Attachments.
- H. JEA's Rights over Poles. The parties agree that this Agreement does not in any way limit JEA's right to locate, operate and maintain its Poles in the manner that it reasonably believes will best enable it to fulfill its own service requirements.
- I. Expansion of Capacity. JEA will take reasonable steps to expand Pole capacity when necessary to accommodate Licensee's request for Attachment. Notwithstanding the foregoing sentence, nothing in this Agreement shall be construed to require JEA to install, retain, extend, or maintain any Pole for use by Licensee when such Pole is not needed for JEA's own service requirements.

- J. Other Agreements. Except as provided herein, nothing in this Agreement shall limit, restrict, or prohibit JEA from fulfilling any agreement or arrangement regarding Poles, including Joint Use Agreements, into which JEA has previously entered, or may enter in the future, with others not party to this Agreement.
- K. Permitted Uses. This Agreement is limited to the uses specifically stated in the Recitals and no other use shall be allowed without JEA's express written consent to such use. Nothing in this Agreement shall be construed to require JEA to allow Licensee to use JEA's Poles after the termination of this Agreement.
- L. Overlapping. The following provisions will apply to Overlapping:
1. Permits shall be required for all Overlapping pursuant to Article VI. Absent such authorization Overlapping constitutes an unauthorized Attachment subject to an Unauthorized Attachment Fee
 2. Permits for Overlapping Licensee's Attachment(s) by Licensee or Licensee's Affiliate, shall not be withheld by JEA if such Overlapping can be done consistent with Article II, Paragraph C. Affiliates of Licensee who only seek to overlap Licensee's Attachments shall not be required to obtain a separate license agreement with JEA. Overlapping performed under this Article II, Paragraph L.2 shall not increase the Annual Attachment Fee or charges paid by Licensee pursuant to Appendix A. Licensee and/or Affiliate, however, shall be responsible for all Make-Ready Work and other charges associated with the Overlapping but shall not be required to pay a separate Annual Attachment Fee for such Overlapped Attachment.
 3. If Overlapping is required to accommodate facilities of a third party who is not affiliated with Licensee, such third party must obtain Permits and a License Agreement with JEA, and pay an Annual Attachment Fee. No such Permits to third parties may be granted by JEA allowing Overlapping of Licensee's Communications Facilities unless Licensee has consented in writing to such Overlapping. Overlapping performed under this Article II, Paragraph L.3 shall not increase the fees and charges paid by Licensee pursuant to Appendix A. Nothing in this Agreement shall prevent Licensee from seeking a contribution from an Overlapping third party to defray fees and charges paid by Licensee.
 4. If an Affiliate who has Overlapped Attachments of Licensee, is later sold or transferred to another company independent of the Licensee then the Overlapping shall be treated as separate Attachments and require payment of an Annual Attachment Fee to JEA accordingly.

5. Make-Ready procedures set forth in Article VII shall apply, as necessary, to all Overlashing.
 6. Within ninety (90) calendar days of signing this Agreement, the Licensee shall disclose to JEA the names of all existing third party attachers, if any, including Affiliates, presently attached to JEA Poles via Licensee's underlying Attachments.
 7. Licensee is obligated to remove all of its own, or its Affiliate's, abandoned Overlashed Facilities from JEA's Poles within ninety (90) calendar days of such abandonment.
- M. Risers and Climbing Aids. Licensee shall not place risers, vertical grounds, climbing aids or J-hooks on any Poles without JEA's prior written permission. Such permission shall not be unreasonably withheld.

III. FEES AND CHARGES

- A. Payment of Fees and Charges. Licensee shall pay to JEA the fees and charges specified in Appendix A and Appendix C. The Licensee shall comply with the terms and conditions specified herein.
- B. Attachment fees shall be payable in advance on the first day of January, April, July, and October based upon the number of Attachments which are being maintained on the preceding first day of December, March, June and September respectively, and upon the then effective rental rate, specified in Appendix A. The first payment of rental hereunder shall include such prorata amount as may be due for use of Poles from the effective date hereof, which for rental payment calculation purposes shall be construed to mean that date upon which Licensee makes its first approved Attachment to a JEA Pole.
- C. JEA shall invoice Licensee for the payments quarterly. Licensee shall pay each such invoice within forty-five (45) days after Licensee's receipt thereof.
- D. No refund of any Attachment Fee shall be paid on account of any surrender of a Permit or license granted hereunder that is surrendered as a result of violation of this Agreement. Pro-rata refunds of the applicable quarterly attachment fees shall be made for all other permits in proportion to the remaining number of days in the quarter.
- E. The following provisions will apply to inventory of Licensee's Attachments:
1. Commencing on January 1, 2019, and on January 1 of every fifth year thereafter until this Agreement is terminated, an actual inventory

of Licensee's Attachments ("Inventory") shall be made by a third party contractor chosen by JEA, at the expense of Licensee. Licensee agrees that JEA shall solicit bids and select a qualified contractor for the performance of the Inventory.

2. Within 45 days of receipt of an invoice from JEA, Licensee shall pay JEA for the total estimated cost of the Inventory of Licensee's Attachments as determined by the winning bid (based on the most current record of the number of Licensee's Attachments), plus a 15% administrative fee.
 3. Upon completion of the Inventory and within 45 days of receipt of a final invoice from JEA, Licensee shall pay JEA for the remaining balance (if any) for the total cost of the Inventory of Licensee's Attachments (based on the number of Licensee's Attachments as determined by the Inventory), plus a 15% administrative fee.
 4. If it is found that Licensee has made an Attachment without a Permit, the Attachment shall be considered an Unauthorized Attachment and shall be subject to the Unauthorized Attachment Fee specified in Appendix A, as well as all other applicable remedies contained in this Agreement.
- F. Late Charge. If JEA does not receive any fee or other amount owed within forty-five (45) days after it becomes due, Licensee, upon receipt of ten (10) business day's written notice, shall pay interest to JEA, at the rate of one and a half percent (1.5%) per month, on the amount due.
- G. Payment of Make-Ready Work. Licensee will be responsible for payment to JEA of all Make-Ready Work required to accommodate Licensee's Communications Facilities.
- H. Advance Payment. At the discretion of JEA, Licensee shall pay in advance all reasonable costs, including but not limited to administrative, construction, inspections and Make-Ready Work expenses, in connection with the initial installation or Rearrangement of Licensee's Communications Facilities pursuant to the procedures set forth in Articles VI, VII, and VIII below.
- I. Determination of Charges. Wherever this Agreement requires Licensee to pay for work done or contracted by JEA, the charge for such work shall include all reasonable material, labor, engineering and administrative costs and applicable overheads. . JEA shall bill its services based upon actual costs, and such costs will be determined in accordance with JEA's cost accounting systems used for recording capital and expense activities.

- J. Work Performed by JEA. Wherever this Agreement requires JEA to perform any Make-Ready Work, Licensee acknowledges and agrees that JEA may at its sole discretion utilize its own employees or contractors, or any combination of the two to perform such Make-Ready Work. JEA may allow the Licensee to hire contractor(s) from JEA's approved responsible bidders list to perform the necessary Make-Ready Work.
- K. True Up. Wherever JEA at its discretion requires advance payment of estimated expenses prior to the undertaking of an activity and the actual cost of activity exceeds the estimated cost, Licensee agrees to pay JEA for the difference in cost. To the extent that the actual cost of the activity is less than the estimated cost, JEA agrees to refund to Licensee the difference in cost.
- L. Default for Nonpayment. Nonpayment of any amount due under this Agreement beyond ninety (90) days shall constitute a default of this Agreement.

IV. SPECIFICATIONS

- A. Installation/Maintenance of Communications Facilities. When a Permit is issued pursuant to this Agreement, Licensee's Communications Facilities shall be installed and maintained in accordance with JEA's requirements and specifications, which may be amended from time to time. All of Licensee's Communications Facilities must comply with all Applicable Standards. Licensee shall be responsible for the installation and maintenance of its Communications Facilities. Licensee shall, at its own expense, make and maintain its Attachments in safe condition and good repair, in accordance with all Applicable Standards.
- B. Licensee shall not have the right to place any equipment in addition to that initially authorized by its Permit, nor shall Licensee change the position of any Attachment to any Pole without first making application for and receiving permission to do so, as prescribed herein.
- C. Should Licensee require equipment in a location where JEA does not have a Pole so located as to fulfill Licensee's requirements, Licensee shall notify JEA of its need for such Pole. Whereupon, if JEA is willing to erect such Pole, it shall so notify Licensee and shall provide the required Pole in accord with the stipulations defined in the Procedure. If such installations by JEA incorporate features not required by Licensee, the costs of such features shall not be borne by Licensee.
- D. Installation of Attachments. Licensee's fiber and/or cable Attachments on each Pole shall be restricted to one foot of pole space in the Communication Zone, utilizing any pre-drilled holes. If Licensee fails to install its Attachment

at the lowest point of the Pole and if JEA should require the Licensee to lower its facilities for JEA needs, JEA will not be required to reimburse the Licensee for its modification expense..

- E. Pole Capacity Restriction. Licensee's Attachments will not be allowed to utilize more than the greater of one (1) foot of space or seven percent (7%) of the distribution Pole Capacity unless specifically authorized by JEA. Licensee's Attachments may only exceed 7% of the Pole Capacity under the following conditions.
1. JEA has authorized the Licensee to exceed 7% of the Pole Capacity.
 2. The Pole Capacity of the Pole, as determined by JEA standards and the guidelines within the NESC, is not compromised.
 3. Licensee must acknowledge it is utilizing reserved Pole Capacity.
 4. Licensee shall vacate said space within ninety (90) days when JEA notifies Licensee in writing that it is reclaiming the reserved capacity.
 5. If the Licensee requests JEA to increase the Capacity of the Pole in order to retain its Attachment, JEA, in its sole judgment, will determine if the increase is possible based upon reasons of safety, reliability, generally applicable engineering purposes and JEA's ability to maintain the requested facility.
 6. For minor Make-Ready Work Licensee must notify JEA in time for construction to be completed within the above referenced ninety (90) day time period, pay JEA the Make Ready cost prior to construction and assume responsibility for reimbursing third-parties forced to relocate or modify their facilities on the same Pole. For Major Make Ready Work, such as pole change outs, Licensee shall allow 120 calendar days.
- F. Tension Limit. No Attachment will be permitted which results in more than 200 pounds of unguyed tension on any given JEA Pole, unless otherwise approved by JEA.
- G. Tagging. Licensee shall Tag or mark all its Communications Facilities in a manner acceptable to JEA and consistent with guidelines adopted by the Florida Utility Coordinating Committee (FUCC), so it can be easily identified from the ground and from other similar cables on the pole. Notwithstanding the FUCC guidelines above, an identification Tag shall be installed at every Pole to which an Attachment is made. The tagging requirement shall apply immediately to all new Attachments that are made subsequent to the execution of this Agreement, as well as to existing Attachments that are

modified subsequent to this Agreement. All other existing Attachments shall be tagged by the second anniversary date of this Agreement.

- H. Interference. Licensee shall not allow its Communications Facilities to impair the ability of JEA or any third party to use JEA's Poles, nor shall Licensee allow its Communications Facilities to interfere with the operation of any JEA Facilities.
- I. Protective Equipment. Licensee, its employees and contractors, shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall at its own expense install protective devices designed to handle the voltage and current impressed on its Communications Facilities in the event of a contact with the supply conductor. Except as provided in Article XVIII, Paragraph A, JEA shall not be liable for any actual or consequential damages to Licensee's Communications Facilities or Licensee's customer's facilities.
- J. Violation of Specifications. If Licensee's Communications Facilities, or any part thereof, are installed, used, or maintained in violation of this Agreement, and Licensee has not corrected the violation(s) within thirty (30) calendar days from receipt of written notice of the violation(s) from JEA, JEA may at its own option correct said conditions. JEA will attempt to notify Licensee in writing prior to performing such work whenever practicable. When JEA reasonably believes, however, that such violation(s) pose an immediate threat to the safety of any person, interfere with the performance of JEA's service obligations, or pose an immediate threat to the physical integrity of JEA OSP Facilities, JEA may perform such work and/or take such action as it deems necessary without first giving written notice to Licensee. As soon as practicable thereafter, JEA will advise Licensee of the work performed or the action taken. Licensee shall be responsible for paying JEA for all costs JEA incurred taking action under this subsection.
- K. Restoration of JEA Service. JEA's service restoration requirements shall take precedence over any and all work operations of Licensee on JEA's Poles.
- L. Effect of Failure to Exercise Access Rights. If Licensee does not exercise any access right granted pursuant to this Agreement and applicable Permit within the period prescribed in Article VI, and any extension thereof, JEA may use the space scheduled for Licensee's Attachment, for its own needs or other Attaching Entities. In such instances, JEA shall endeavor to make other space available to Licensee, upon reapplication for a Permit, as soon as reasonably possible.

V. PRIVATE AND REGULATORY COMPLIANCE

- A. Necessary Authorizations. Licensee shall be responsible for obtaining, and shall obtain, from the appropriate public and/or private authority or other appropriate persons any required authorization to construct, operate and/or maintain, Licensee's Communications Facilities on public and/or private property before it occupies any portion of JEA's Poles. JEA retains the right to require evidence that appropriate authorization has been obtained before any Permit is issued to Licensee. Licensee shall be solely responsible for complying, and shall comply, with any local, state, or federal regulatory requirements, including but not limited to obtaining franchise agreements and/or registration requirements, Florida P.S.C. certification, and all easements, licenses, and property rights as may be necessary for Licensee's placement and maintenance of its Attachments to JEA's Poles located on public or private property. Licensee shall indemnify and hold harmless JEA for all loss and expense, including reasonable attorneys' fees, that JEA may incur as a result of claims by governmental bodies, owners of private property, or other persons, that Licensee does not have sufficient rights or authority to attach Licensee's Communications Facilities on JEA's Poles. The indemnifications contained in this Article V, Paragraph A, and elsewhere in this Agreement shall survive the termination of this Agreement.

- B. Lawful Purpose and Use. Licensee's Communications Facilities must at all times serve a lawful purpose, and the use of such Facilities must comply with all applicable local, state and federal laws.

- C. Forfeiture of JEA's Rights. No license granted under this Agreement shall extend to any Pole on or within which the Attachment of Licensee's Communications Facilities would result in a forfeiture of JEA's rights. If Licensee's Communications Facilities would cause such forfeiture, Licensee shall promptly remove its Communications Facilities upon receipt of written notice from JEA. JEA will perform such removal at Licensee's expense after the expiration of sixty (60) calendar days from Licensee's receipt of the written notice.

- D. Effect of Consent to Construction/Maintenance. Consent by JEA to the construction or maintenance of any Attachments of Licensee shall not be deemed to be an acknowledgment that Licensee has the necessary authority to construct or maintain any such Attachments. It is Licensee's responsibility to obtain all necessary approvals from all appropriate parties or agencies.

- E. Licensee shall be liable for and shall pay any and all taxes, assessments, and governmental charges of any kind whatsoever lawfully levied or assessed and attributable to Licensee's use of JEA's OSP Facilities or any portion of them, or against Licensee's business with regard to operation or use of the JEA OSP Facilities, including without limitation, all franchise and

other fees due to any federal, state, county, city or other jurisdiction having the authority to levy any such charges (but excluding any fees based upon JEA's income). Licensee shall pay, without apportionment, any taxes levied on it that are based on its business profits. In addition, Licensee shall pay, or as appropriate, reimburse JEA, without apportionment, any *ad valorem* taxes, fees, assessments or other charges which are assessed against JEA that arise from Licensee's use of JEA OSP Facilities or any portion of them, and shall be responsible for any property use fees or consents required by virtue of Licensee's use of the JEA OSP Facilities or any portion of them. JEA shall pay any taxes, fees, or charges attributable to its ownership of JEA OSP Facilities when such taxes, fees, or charges are not based on or imposed by virtue of Licensee's use of any such Facilities or JEA's receipt of payments and/or fees from Licensee under this Agreement.

VI. APPLICATION FOR PERMIT PROCEDURES

- A. Permit Required. Licensee shall not install any Attachments on any Pole without first applying for ("Application") and obtaining a Permit pursuant to the applicable requirements of the Procedure. Individual Permits shall cover the quantity of poles as listed in Appendix C. The rights to lease or occupy other JEA OSP Facilities, including right of way, power supply space, ducts or conduits, or transmission towers (except as specifically provided herein) are not covered by this Agreement and must be separately negotiated. Licensee shall notify JEA on a quarterly basis, of all service drops made during the previous quarter.
- B. Permits for Overlashing. As set out in Article II, Paragraph L, Permits are required for any Overlashing allowed under this Agreement and Licensee shall pay any necessary Make-Ready Work costs to accommodate such Overlashing.
- C. Pre-Permit Survey. As part of the Permit application process, the Licensee shall collect field data for, provide digital photographs of each Pole, perform pole loading calculations and submit them to JEA with the permit Application. Each digital photograph shall be identified by address and street name. Pole loading calculations shall be performed for each height and class worst case pole (s) included in the permit survey.
- D. Pole loading calculations shall be signed and sealed by an experienced professional engineer licensed in the State of Florida. The professional engineer shall be retained at the expense of the Licensee and must conduct a Pre-Permit Survey and certify that Licensee's Communications Facilities can be installed on the identified Poles in compliance with the standards identified in Article IV, Paragraph A. The professional engineer's experience must include similar work on electric utility systems. JEA may at its

discretion waive the requirements of this Article VI, Paragraph C, with respect to service drops.

- E. Certification of Use. Licensee must certify in its application that it will attach its Communications Facilities to the Poles in question within ninety (90) calendar days of the grant of Permit for minor system additions or upgrades. The time frame shall be extended to one hundred and twenty days (120) for major system upgrades or initial system build out occurring throughout JEA's entire service territory. Licensee may apply at any time for an extension of the applicable attachment period which will at the discretion of JEA be granted for a reasonable period of time upon a finding of good cause and that the grant of such extension does not materially prejudice any pending requests for Attachment(s).
- F. JEA Review of Permit Application.
1. Upon receipt of a properly executed Application, including certified Pre-Permit Survey, and the Permit Processing Fee under Appendix C, JEA will review the Permit Application as promptly as possible, and discuss any issues with Licensee, including unusual engineering or Make-Ready Work requirements associated with the Application. The fee may be adjusted annually to reflect changes in the engineering, administrative and processing costs of JEA in reviewing permit applications. JEA acceptance of the submitted design documents does not relieve the professional engineer and Licensee of full responsibility for any errors and/or omissions in the engineering analysis. Under normal circumstances, within sixty (60) days of JEA's receipt of a properly executed application for permit, JEA shall issue a response to Licensee granting, denying or seeking additional information on the permit. No Permit shall be granted in advance of Licensee obtaining all requisite federal, State and local authorizations.
 2. JEA may enter into an agreement with a third-party contractor who shall pursuant to Applicable Standards receive permit information, coordinate issue and/or deny Permits, perform design work and determine Make-Ready Work requirements on JEA's behalf. Licensee agrees to pay all reasonable costs and fees of such entity attributable to work on Licensee's Pole Attachments that exceeds the application fees. At JEA's option and direction, such costs and fees may be payable by Licensee directly to the third-party contractor.
- G. Timing. JEA, or its duly authorized agent, shall process Permits and establish Attachment rights on a non-discriminatory basis, based upon the time in which properly executed applications are received.

- H. Performance of Make-Ready Work. If Make-Ready Work is required to accommodate Licensee's Attachments, JEA or its contractors shall perform such work pursuant to Article VII. The Licensee has the option of hiring a JEA approved contractor to perform the Make-Ready Work.
- I. Permit as Authorization to Attach. After receipt of payment for any necessary Make-Ready Work, JEA will sign and return the Permit Application, which shall serve as authorization for Licensee to make its Attachment(s), provided, that Licensee has obtained all necessary federal, state and local authorizations.
- J. Failure to Construct. Absent circumstances beyond its control, if the Licensee fails to construct its facilities within ninety (90) calendars days of grant for minor system additions or upgrades and one hundred and twenty days (120) of grant for major system upgrades or initial system build out occurring throughout JEA's entire service territory, all applicable Permits expire, unless waived or extended for good cause by JEA. Upon expiration of a Permit, Licensee must resubmit all permit application materials and fees.

VII. MAKE-READY WORK/INSTALLATION

- A. Estimate for Make-Ready Work. In the event JEA determines that it can accommodate Licensee's request for Attachment(s), including Overlapping of an existing Attachment, it will upon request, advise Licensee of any estimated Make-Ready Work charges necessary to accommodate the Attachment.
- B. Payment of Make-Ready Work. Upon completion, Licensee shall pay JEA's actual cost of Make-Ready Work. JEA at its discretion may require payment in advance based upon the estimated cost of Make-Ready Work.
- C. Who May Perform Make-Ready Work. Make-Ready Work shall be performed only by JEA or a contractor authorized by JEA to perform such work. If JEA cannot perform the Make-Ready Work to accommodate Licensee's Communications Facilities within ninety (90) days of Licensee's request for Attachments, Licensee may seek permission from JEA for Licensee to employ a contractor, approved by JEA, to perform such work.
- D. Scheduling of Make-Ready Work. In performing all Make-Ready Work to accommodate Licensee's Communications Facilities, JEA will endeavor to include such work in its normal work schedule. In the event Licensee requests that the Make-Ready Work be performed on a priority basis or outside of JEA's normal work hours, Licensee agrees to pay any resulting increased costs. Nothing herein is intended, however, to require performance of Licensee's work before other scheduled work.

- E. Written Approval of Installation Plans Required. Before commencing any installation of its Communications Facilities on JEA's Poles, including Overlashing of existing Attachments, Licensee must obtain JEA's written approval of Licensee's plans for installation; including the name of the party performing such work and the date(s) and time(s) during which such work will be completed. All such work is subject to the insurance requirements of Article XX.

- F. Licensee's Installation/Removal/Maintenance Work.
 - 1. All of Licensee's installation, removal and maintenance work shall be performed at Licensee's sole cost and expense, in a good and workmanlike manner, and must not adversely or materially affect the structural integrity of JEA's Poles or JEA OSP Facilities or any other facilities or equipment attached thereto.

 - 2. All of Licensee's installation, removal and maintenance work performed on JEA's Poles or in the vicinity of other JEA Facilities, either by its own employees or contractors, shall be in compliance with all applicable regulations specified in Article IV, Paragraph A. Licensee shall assure that any person installing, maintaining, or removing its Communications Facilities is duly qualified and familiar with all Applicable Standards, the provisions of Article XIX, and the Minimum Design Specifications contained in Appendix B.

VIII. TRANSFERS AND REARRANGEMENTS

- A. Required Transfers and Rearrangements of Licensee's Communications Facilities. If JEA reasonably determines that a Transfer or Rearrangement of Licensee's Communications Facilities is necessary, Licensee agrees to allow such Transfer or Rearrangement. In such instances, JEA will at its option either perform the Transfer or Rearrangement using its own personnel, or contractors at Licensee's expense or require Licensee to perform such Transfer or Rearrangement at its own expense within thirty (30) days after receiving notice from JEA. If Licensee fails to Transfer or Rearrange its Communications Facilities within thirty (30) days after receiving such notice from JEA, JEA shall have the right to Transfer or Rearrangement Licensee's Communications Facilities using its own personnel or contractors at Licensee's expense. JEA's liability for damage to Licensee's Facilities shall be subject to the limitations contained in Article XVIII.

- B. Billing for Transfers and Rearrangements Performed by JEA. If JEA performs the Transfer(s) or Rearrangement(s), JEA will bill Licensee for

actual costs, including administrative costs. Licensee shall reimburse JEA within forty-five (45) days of the receipt of the invoice.

IX. POLE MODIFICATIONS AND/OR REPLACEMENTS

- A. Licensee's Action Requiring Modification/Replacement. In the event that any Pole to which Licensee desires to make Attachments is unable to support or accommodate the additional facilities in accordance with all Applicable Specifications, JEA will notify Licensee of the changes necessary to provide an NESC compliant Pole, including but not limited to replacement or extension of the Pole. JEA generally shall not increase pole height to exceed fifty (50) feet. The Licensee shall be responsible for the costs, if any of JEA to Rearrange or Transfer its existing Facilities. JEA shall provide Licensee an estimate of the costs for the replacement or modification of the Pole. If Licensee elects to go forward with the necessary changes, Licensee shall pay to JEA the actual cost of making the required changes. JEA may in its discretion require advance payment.
- B. With respect to the replacement of any Poles required to accommodate Licensee's Attachment, Licensee agrees to reimburse JEA for cost of replacing such inadequate Poles with suitable Poles, including the cost of removal less any salvage recovery and the expense of Transferring JEA Facilities from the old to the new Poles. With respect to such replacement Pole(s), if said replacement is necessary to correct a then existing JEA violation of Applicable Standard(s), such replacement shall not be charged to Licensee, unless such violation was caused by Licensee's prior existing Attachment.
- C. By entering this Agreement, the Licensee agrees to reimburse other pole attachers for Licensee generated relocation, removal and other Make-Ready Work expenses. The Licensee and other pole attachers shall mutually work out the payment terms and conditions with no action or involvement required by JEA.
- D. Treatment of Multiple Requests for Same Pole. If JEA receives Permit Applications for the same Pole from two or more prospective licensees within sixty (60) days of the initial request, and JEA is willing to accommodate their respective requests but doing so would require modification or replacement of the Pole, JEA will evenly allocate among such licensees the applicable costs associated with such modification or replacement.
- E. Strengthening/Guying. Any strengthening of Poles through the use of guying to accommodate Licensee's Attachments shall be provided by and at the expense of Licensee and to the satisfaction of JEA as specified in Appendix B. Licensee may bond its Attachments on JEA Poles to the

Vertical Ground Wire where the same exists. Under no condition will the JEA Vertical Ground Wire be broken, cut, severed, or otherwise damaged by Licensee. The Licensee shall immediately repair any damage to the vertical grounds caused by the Licensee.

- F. Allocation of Costs. The costs for any Rearrangement or Transfer of Licensee's Communications Facilities or the replacement of a Pole (including any related costs for tree cutting or trimming required to clear the new location of JEA's cables or wires) shall be allocated to JEA or Licensee or other Attaching Entity on the following basis:
1. If JEA intends to modify or replace a Pole solely for its own requirements it shall be responsible for the costs related to the modification/replacement of the Pole. Where such modification is required for JEA's core electric service requirements, the Licensee shall be responsible for the costs associated with the Rearrangement or Transfer of its Communications Facilities. Prior to making any such modification or replacement JEA shall provide Licensee prior written notification at least thirty (30) days in advance of its intent, in order to allow Licensee a reasonable opportunity to elect to modify or add to its existing Attachment. The notification requirement of this Paragraph shall not apply to routine maintenance or emergency situations. If Licensee adds to or modifies its Communications Facilities after such notice, Licensee shall bear a pro-rata share of the costs incurred by JEA in making the space on the Poles accessible to Licensee.
 2. If the modification or the replacement of a Pole is the result of an additional Attachment or the modification of an existing Attachment sought by an Attaching Entity other than JEA or Licensee, the Attaching Entity requesting the additional or modified Attachment shall bear the entire cost of the modification or Pole replacement. Licensee shall enter into a separate agreement with the third-party Attaching Entity to allocate Licensee's costs of Rearranging or Transferring its own facilities.
 3. If the Pole must be modified or replaced for other reasons unrelated to the use of the Pole by Attaching Entities (e.g., storm, accident, deterioration), JEA shall pay the costs of such modification or replacement as well as the costs of Transferring its own facilities; provided however, that Licensee shall be responsible for the costs of Rearranging or Transferring its own Communications Facilities.
- G. The cost of adding or replacing Poles shall be paid for by the party requiring the work in accordance with the following formula:

- A. = All labor charges to perform the work.
- B. = Cost difference in material between the Pole being removed and the actual Pole being installed.
- C. = Salvage value of the wood Pole (\$0.25 per foot when removed by JEA crews).
- D. = Cost to dispose of the Pole removed.
- E. = Salvage value of the concrete Pole (100% current cost, if it's re-useable).
- F. = Total cost of installing a similar Pole including a Pole ground (equipment or Pole), if one exists.

For Pole additions, the formula shall be:

1.1 Wood or concrete Poles

Total charge = A + F

For Pole replacements, the formula shall be:

Wood or concrete Poles

Total charge = A + B + D - (C or E)

For Transfers of Pole Ownership, the formula shall be the current cost of equivalent sized poles (sum of A + F above) depreciated for thirty years using straight line depreciation.

- H. No provision of this Agreement shall be construed to require JEA to relocate its Attachments for the benefit of Licensee.

X. ABANDONMENT, CHANGE-OUT AND UNDERGROUND CONVERSION OF JEA FACILITIES

- A. Notice of Abandonment/ Change-Out/ Removal of JEA Facilities. If JEA desires at any time to abandon, replace, or relocate any JEA Facilities to which Licensee's Communications Facilities are attached, it shall give Licensee notice in writing to that effect. Within thirty (30) days of receipt of said notice Licensee shall remove and/or Transfer all of its Communications Facilities there from or enter into an agreement to purchase the JEA Facilities pursuant to Paragraph B of this Article. Should Licensee not remove or Transfer its Communications Facilities within the prescribed time period, JEA shall have the right, if necessary under applicable laws and regulations, to have Licensee's Communications Facilities removed and/or transferred from the Pole at Licensee's expense. Licensee shall indemnify

and hold JEA harmless for any such removal or Transfer of Licensee's Communications Facilities. JEA shall give Licensee prior written notice of any such removal or transfer of Licensee's Facilities.

Transferring Pole ownership is not an option on projects identified by JEA as above-ground to underground electric conversion projects.

- B. Option to Purchase Abandoned Poles. If JEA should desire to abandon any Pole, JEA may, in its sole discretion, grant Licensee the option of purchasing such Pole at a rate negotiated with JEA. Licensee must notify JEA in writing within twenty-one (21) days of the date of JEA's notice of abandonment that Licensee desires to purchase the abandoned Pole. Thereafter, Licensee must also secure and deliver proof of all necessary governmental approvals allowing Licensee to independently own and access the Pole within forty-five (45) days. Should Licensee fail to secure the necessary governmental approvals, or should JEA and Licensee fail to enter into an agreement for Licensee to purchase the Pole prior to the end of the forty-five (45) days, Licensee must remove its Attachments as required under Paragraph A of this Article.
- C. Upon any transfer of ownership of JEA Poles, Licensee shall remove any and all of the JEA's identification and attach its own identification to the Pole. In addition, upon transfer of ownership of any such Pole as described above; the Licensee shall indemnify, and hold harmless JEA from all post-transfer obligations, liability, damages, costs, expenses, or charges, including, but not limited to, attorney's fees and court costs incurred thereafter and arising out of the presence or condition of such Pole or of any Attachment thereon, or both regardless of any negligence on the part of JEA as an express condition precedent to ownership of any Pole passing from JEA to Licensee.
- D. Required Removal of JEA Facilities. Upon receipt of not less than forty-five (45) days' prior written notice from JEA to Licensee that any JEA Facilities must be removed by reason of any Federal, State, County, Municipal or other governmental requirement, or the requirement of a property owner, the license covering the use of said JEA Facilities shall terminate and Licensee's Communications Facilities shall be removed promptly from the affected JEA Facilities. Notwithstanding the foregoing, Licensee shall have a reasonable opportunity to pursue and exhaust its available legal and administrative remedies prior to termination of its Permit, provided, that no enforcement action is being taken or threatened against JEA and no order has been issued directing JEA to remove Licensee's facilities, and that Licensee agrees to indemnify and hold harmless JEA for Licensee's continued attachment pending any such exhaustion of remedies. If Licensee fails to remove its Communications Facilities from such JEA

Facilities, JEA shall have the right to remove such facilities at Licensee's expense.

- E. Underground Conversion Projects. JEA intends to participate in various aboveground to underground conversion projects in order to move JEA's OSP Facilities underground (hereinafter "Underground Conversion Project"). Notwithstanding other provisions in this Agreement to the contrary, when JEA is performing an Underground Conversion Project, the following shall apply: (i) On a project-by-project basis, JEA may offer Licensee the option to attach to JEA's underground OSP Facilities, to lease JEA dark fiber and/or to enter into a joint trenching agreement with JEA. Licensee shall pay, at its expense, the cost of relocating pursuant to an Underground Conversion Project. If Licensee elects to relocate with JEA, JEA will work in good faith to minimize Licensee's costs associated with relocation; (ii) When an Underground Conversion Project involves JEA Poles upon which Licensee's Communications Facilities are attached, JEA shall give Licensee notice in writing of JEA's intent to perform an Underground Conversion Project. Within thirty (30) days of receipt of notice from JEA, Licensee shall provide a written response to JEA informing JEA of Licensee's intent to remove or relocate its Communications Facilities and informing JEA of the manner in which Licensee intends to proceed including, if applicable, the election of any JEA proposal with respect to the Underground Conversion Project; (iii) If Licensee does not relocate its Communications Facilities to JEA's underground OSP Facilities and does not remove all of its Communications Facilities from the Pole(s) prior to JEA's abandoning the Pole(s), JEA shall have the right to remove or have removed Licensee's Communications Facilities from the Pole(s) at Licensee's expense. JEA shall not be responsible for any damage or loss suffered by Licensee or others as a result of JEA's having removed Licensee's Communications Facilities from the Pole(s), and Licensee shall indemnify, defend and hold harmless JEA in accordance with Article XVIII, paragraph C, with respect to any claims by third parties resulting from JEA's removal of Licensee's Communications Facilities from JEA's Pole(s); (iv) When, as a result of an Underground Conversion Project, JEA abandons its Pole(s), Licensee shall not have the option of purchasing such Pole(s); and (v) If Licensee agrees to relocate its Communications Facilities to JEA's underground OSP Facilities, those Communications Facilities will no longer be governed by this Agreement.

XI. REMOVAL OF FACILITIES

Removal on Expiration/Termination. Following termination of the Agreement, Licensee shall remove its Attachments from all Poles covered by the Agreement within one hundred eighty (180) days or at an average rate of 5,000 Attachments per month, whichever period results in the longer amount of time for Licensee to

complete removal. Licensee shall be liable for and shall pay all applicable fees and charges to JEA until the Attachments are actually removed from JEA Poles. If any Licensee Attachments remain on JEA Poles after the time period set forth above, Licensee shall pay holdover fees for such remaining Attachments in the amount of double the fees set forth in the Agreement. Licensee shall advise JEA in writing as to the date on which the removal of the Attachments from each JEA Pole has been completed. If Licensee fails to remove the Attachments in compliance with this Section, JEA may remove and store the Attachments at Licensee's expense and without any liability on the part of JEA. Licensee shall retain title to its Attachments unless and until such Attachments are deemed abandoned under applicable law.

XII. TERMINATION OF PERMIT

- A. Automatic Termination of Permit. Any Permit issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its Communications Facilities on public or private property at the location of the particular Pole covered by the Permit. Notwithstanding the above, Licensee shall have a reasonable opportunity to pursue and exhaust its available legal and administrative remedies prior to termination of its Permit, provided, that no enforcement action is being taken or threatened against JEA and no order has been issued directing JEA to remove Licensee's facilities, and that Licensee agrees to indemnify and hold JEA harmless for Licensee's continued Attachment pending any such exhaustion of remedies.

- B. Right to Cancel. Unless the length of time to make attachment under a Permit is extended for good cause, JEA retains the right to cancel, with thirty (30) days written notice, any Attachment Permit not utilized by placement of Licensee's Communications Facilities therein within ninety (90) calendar days of Permit issue date for minor system additions or upgrades, and one hundred and twenty (120) calendar days for major system upgrades or initial system build out occurring throughout JEA's entire service territory, unless an extension is granted.

- C. Surrender of Permit. Licensee may at any time surrender any Permit for Attachment and remove its Communications Facilities from the affected Pole(s), provided, however, that before commencing any such removal Licensee must obtain JEA's written approval of Licensee's plans for removal, including the name of the party performing such work and the date(s) and time(s) during which such work will be completed. All such work is subject to the insurance requirements of Article XX. Licensee may obtain a pro rata refund of the applicable quarterly attachment fee in proportion to the remaining days in the quarter. No refund of any fees or costs will be made upon removal. If Licensee surrenders such Permit pursuant to the

provisions of this Article, but fails to remove its Attachments from JEA's Poles within thirty (30) days thereafter, JEA shall have the right to remove Licensee's Attachments at Licensee's expense.

XIII. JOINT PARTICIPATION PROJECTS

- A. Should JEA determine that it is required by a County, City, or State Agency to relocate one-or more of its Poles to accommodate the Agency's projects, then, the Licensee shall, at its own expense, remove and reattach its Attachments when requested by JEA or under the requirements of the Utility Relocation Schedules for the Agency's specific project. Reimbursable projects are covered under a separate agreement between each party and the Agency.
- B. For all County, City and Florida Department of Transportation relocation projects, reimbursable and non-reimbursable, JEA will not be responsible for any construction delays caused by the Licensee due to the Licensee's construction schedules, material procurement or any other reason that may cause such construction delays for the Agency's contractor, except in those cases in which the Licensee's construction schedule was not considered by the Agency. In such cases where Agency's contractor is delayed and the Licensee's construction schedule was considered by the Agency and it is deemed that the Licensee was the sole or primary cause of the construction delays, all construction delay claims including all other charges and costs will be the sole responsibility of the Licensee. Licensee shall indemnify and hold JEA harmless for any construction delays caused by Licensee.

XIV. POLICE AND FIRE ATTACHMENTS

Any Pole subject to this Agreement and, with the permission of JEA, may be used for fire alarm or police alarm or other like signal systems. Any Rearrangements or Transfers of Licensee's Attachments to accommodate such systems shall be done at the sole expense of Licensee.

XV. INSPECTION OF LICENSEE'S FACILITIES

- A. Inspection.
 - 1. Initial Inspection. Within the first year of this Agreement, JEA reserves the right to inspect all of Licensee's then existing Attachments, utilizing JEA's own employees or contractors, and Licensee shall reimburse JEA for the actual and reasonable expense of such inspection, allocated on a pro rata basis among JEA and all Attaching Entities with equipment on the inspected Poles.
 - 2. Post Construction Inspection. Following the completion of Licensee's installation of Licensee's Attachments including any Make Ready Work,

JEA shall be entitled to perform a survey inspection to determine and verify that Licensee's Attachments and Make Ready Work have been made in accordance with Applicable Standards and the approved Applications (the "Post-Construction Inspection"). If the Post-Construction Inspection is pursuant to a Bulk Deployment Process (as defined in the Addendum to this Agreement being entered into concurrently herewith), Licensee will pay the actual, reasonable, and documented expenses incurred by JEA for the Post-Construction Inspection. If the Post-Construction Inspection is not pursuant to a Bulk Deployment Process, payment of JEA's Post-Construction Inspection expenses is included in the Application fees as provided in the Agreement. If the Post-Construction Inspection reveals that Licensee failed to meet all Applicable Standards or comply with the approved Application, JEA will notify Licensee and Licensee will correct any deficiency at Licensee's expense within a reasonable time period but no later than fifteen (15) calendar days following receipt of such written notice.

3. Subsequent Inspections. Thereafter, JEA shall have the right at any time to make periodic inspections of Licensee's Communications Facilities, utilizing its own employees or contractors, and Licensee shall reimburse JEA for the actual and reasonable expense of such inspections, but only if Licensee is found to be in violation of any Applicable Standard.
- B. Notice. JEA will give Licensee reasonable advance written notice of such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been received.
- C. Duty of Full Compliance. Licensee agrees to bring its Attachments into full compliance with this Agreement in the event that any inspection results in a finding by JEA that Licensee is not in compliance with this Agreement within thirty (30) days of receipt of notice
- D. No Liability. The making of any inspections under this Article XV, or the failure to do so, shall not operate to impose upon JEA any liability of any kind whatsoever or relieve Licensee of any responsibility, obligations or liability whether assumed under this Agreement or otherwise existing.
- E. Licensee agrees to correct any and all violation as noted by the Florida Public Service Commission ("PSC") within ten (10) business days notice from JEA or such longer period as may be permitted by the PSC.

XVI. UNAUTHORIZED OCCUPANCY OR ACCESS

- A. Unauthorized Attachment Fee. If any of Licensee's Attachments are found occupying any Pole for which no Permit has been issued and remains in effect, either under this Agreement or prior existing agreement, JEA, without

prejudice to its other rights or remedies under this Agreement, may assess an Unauthorized Attachment Fee specified in Article I, Paragraph AA and Appendix A. Licensee shall immediately submit a permit for any such attachment or in the event it causes a material safety violation (as determined by JEA), shall remove such attachment immediately., and shall be immediately removed at Licensee's own cost. In the event Licensee fails to remove its unauthorized Attachments within ten (10) days of notification, JEA has the right to remove such Communications Facilities at Licensee's expense. Licensee shall indemnify and hold JEA harmless for such removal.

- B. No Ratification of Unlicensed Use. No act or failure to act by JEA with regard to said unlicensed use shall be deemed as ratification of the unlicensed use and if any Permit should be subsequently issued, such Permit shall not operate retroactively or constitute a waiver by JEA of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regards to said unauthorized use from its inception.

- C. Multiple Attachments to a Pole: The Unauthorized Attachment Fee described in Paragraph A above shall also apply to multiple Attachments to a Pole that were not explicitly authorized or permitted only to the extent that such multiple Attachments required separate authorization or permission at the time of attachment. In accordance with said Paragraph A above, Licensee shall immediately submit a permit for any such multiple attachment or in the event it causes a material safety violation (as determined by JEA), shall remove such attachment immediately. In the event Licensee fails to remove its Unauthorized Attachments within ten (10) days of notification, JEA has the right to remove such Communications Facilities at Licensee's expense. Licensee shall indemnify and hold JEA harmless for such removal except for JEA's gross negligence or willful misconduct..

XVII. ADVANCE PAYMENT

JEA holds the right to require, at its sole discretion, for Licensee to furnish Advance Payment for each Attachment in the amount of the Annual Attachment Fee as specified in Appendix A plus any estimated Make-Ready Work expenses.

XVIII. LIABILITY AND INDEMNIFICATION

- A. JEA reserves to itself the right to maintain and operate its Poles in such manner as will best enable it to fulfill its own service requirements. JEA shall exercise reasonable precaution to avoid damaging Licensee's Communications Facilities and shall make an immediate report to Licensee

of the occurrence of any such damage caused by its employees, agents or contractors.

- B. Notwithstanding any other provisions of this Agreement, to the extent permitted by law, neither party shall be liable to the other for any indirect, incidental, consequential, or special damages (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits), regardless of the form of action, whether based on statute, contract, warranty, or tort (including without limitation, negligence of any kind whether active or passive and strict liability). To the extent permitted by law, each party hereby releases the other (and their respective parents, subsidiaries, and affiliated companies, and each of their respective agents, officers, employees and representatives) from any claim or liability for any indirect, incidental, consequential, or special damages incurred as a result of or in connection with the performance or nonperformance of this Agreement.
- C. Indemnification. Licensee shall indemnify and hold harmless JEA and its governing board, officers, employees, agents, successors and assigns against any claim, action, loss, damage, injury, liability, cost or expense including, but not limited to, reasonable attorneys' fees and court costs, arising out of injury to persons, including but not limited to death, or loss or damage to property, caused directly or indirectly by any act or omission of Licensee or its directors, officers, employees, agents, contractors, subcontractors, licensees or representatives, in connection with the Licensee's performance or attempted performance of this Agreement. Licensee's indemnification obligation to JEA shall not be limited in any way by any limitation under workers compensation acts, disability benefits acts, or other employee benefits acts. Licensee shall also indemnify JEA against any claim, action, loss, damage, injury, liability, cost or expense including, but not limited to, reasonable attorney's fees and court costs, arising out of Licensee's default under this Agreement, that causes injury to persons, including but not limited to death, or loss or damage to property.
- D. JEA, subject to the limitations of Section 768.28, Florida Statutes, or any successor statute, shall indemnify and hold harmless Licensee and its directors, officers, employees and agents against any claim, action, loss, damage, injury, liability, cost or expense including, but not limited to, reasonable attorneys' fees and court costs, arising out of injury to persons, including, but not limited to death, or damage to property, caused by the negligent act or omission of JEA, its directors, officers, employees and agents in performing its duties and obligations under this Agreement.
- E. Joint Negligence. In the event of joint negligence on the part of JEA and Licensee, any loss shall be apportioned in accordance with the provisions of Section 768.31, Florida Statute, The Uniform Contribution Among Tortfeasors Act, as amended. Nothing herein contained shall be interpreted

as waiving or abrogating JEA's right of sovereign immunity pursuant to Section 768.28, Florida Statutes or any successor statute.

- F. There shall be no lien upon JEA property, facilities or plant arising from any work performed, materials furnished or other obligations incurred by Licensee relating to this Agreement. Licensee shall comply with Chapter 255, Florida Statutes, and any other applicable laws and shall indemnify and hold JEA harmless for any such claim or cause of action.
- G. This indemnification shall be in addition to any other remedy available under this Agreement or at law or equity and shall survive the term of this Agreement executed pursuant hereto, with respect to any circumstance or event occurring before termination.
- H. Environmental Hazards. Licensee represents and warrants that its use of JEA's Poles will not generate any hazardous substances, that it will not store or dispose on or about JEA's Poles or transport to JEA's Poles any hazardous substances and that Licensee's Communications Facilities will not constitute or contain and will not generate any hazardous substance in violation of state or federal law now or hereafter in effect including any amendments. "Hazardous substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local laws, regulations or rules now or hereafter in effect including any amendments. Licensee further represents and warrants that in the event of breakage, leakage, incineration or other disaster, its Communications Facilities would not release such hazardous wastes or substances. Licensee shall indemnify and hold harmless JEA and its respective officials, officers, board members, commissioners, representatives, employees, agents, and contractors against any all liability, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, expenses (including reasonable attorney fees and all other costs and expenses of litigation) arising from or due to the release, threatened release, storage or discovery of any such hazardous wastes or hazardous substances on, under or adjacent to JEA's Poles attributable to Licensee's use of JEA's Poles.
- I. Municipal Liability Limits. No provision of this Agreement is intended, or shall be construed, to be a waiver for any purpose by JEA of any applicable state limits on municipal liability. No indemnification provision contained in this Agreement under which Licensee indemnifies JEA shall be construed in any way to limit any other indemnification provision contained in this Agreement.
- J. Sovereign Immunity. Nothing in this Agreement shall be interpreted as waiving or abrogating JEA's right of sovereign immunity, pursuant to

Section 768.28, Florida Statutes, or any successor statute.

XIX. DUTIES, RESPONSIBILITIES, AND EXCULPATION

- A. Duty to Inspect. Licensee acknowledges and agrees that JEA does not warrant the condition or safety of JEA's Poles, or the premises surrounding the Poles, and Licensee further acknowledges and agrees that it has an obligation to inspect JEA's Poles and/or premises surrounding the Poles, prior to commencing any work on JEA's Poles or entering the premises surrounding the Poles.
- B. **DISCLAIMER. JEA MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO JEA'S POLES, ALL OF WHICH ARE HEREBY DISCLAIMED, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- C. Licensee agrees to warn its employees, agents, contractors, and invitees of the fact that the electrical facilities and appurtenances installed or to be installed by JEA are of high voltage electricity and to inform such persons as to safety and precautionary measures which he or she must use when working on or near JEA poles and other facilities.
- D. Licensee shall ensure that its permanent or temporary employees and its contractor's/subcontractor's employees, working on JEA owned Poles have received training in pole safety and are knowledgeable of the electrical hazards present as required by OSHA or other authority. JEA reserves the right to require proof of training and also may require additional training, if necessary.
- E. Drug and Alcohol Free Workplace – The JEA wants to ensure that all employees working on JEA projects and facilities are fully able to do their job and are not impaired by drug or alcohol use – a major cause of work site accidents. Licensee shall provide, and shall also require that its contractor(s) and subcontractor(s) who work on JEA structures provide, pre-employment, random, and "for cause" testing (such as after an accident) for drugs and alcohol.
- F. All persons who work on JEA projects or OSP Facilities must have completed training in the basics of work site safety, in addition to JEA specific requirements. There are two programs approved by JEA that meet the training requirements - the NCCER 6-hour Contractor Safety Orientation and the OSHA 10-hour Outreach program. Additionally, training shall be developed in conjunction with JEA on the specific hazards of working in the vicinity of overhead or underground lines.

- G. The on-site supervisor is the key to safety performance from the working foreman to the Project Superintendent. Licensee shall ensure that all persons providing field supervision have completed a minimum of 8 hours training in Safety Leadership or Supervision. The JEA will make its Safety Leadership curriculum available to Licensee upon request.
- H. JEA representatives will periodically visit job sites to ensure safety programs are being followed. JEA reserves the right to stop work relating to JEA Poles where Licensee or its contractor or subcontractor's activities constitute an imminent danger to life or health. JEA shall provide Licensee with a 24-hour number for technical assistance on safety related issues. Licensee shall provide JEA with a 24-hour number of a designated safety representative who has the authority to correct unsafe conditions.
- I. Requests to De-energize. In the event JEA de-energizes any equipment or line at Licensee's request and for its benefit and convenience in performing a particular segment of any work, Licensee shall reimburse JEA in full for all costs and expenses incurred in order to comply with Licensee's request for de-energization of any equipment or line. Before JEA de-energizes any equipment or line, it shall provide upon request an estimate of all costs and expenses to be incurred in accommodating Licensee's request
- J. Interruption of Service. In the event that Licensee shall cause an interruption of service by damaging or interfering with any equipment of JEA, Licensee at its expense shall immediately do all things reasonable to avoid injury or damages, direct and incidental, resulting there from and shall notify JEA immediately.
- K. No Third Party Beneficiaries. This agreement does not provide third parties, including customers of JEA or of Utility, with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.
- L. Force Majeure. Except as otherwise expressly provided herein, neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement due to a force majeure event, including but not limited to, acts of civil or military authority, acts of courts and/or regulatory agencies, war, riot or insurrection, embargoes, sabotages, strikes or lockouts (provided such strike or lockout does not arise from inequitable labor practices), epidemics, fires, floods, earthquakes, tornadoes, hurricanes. In the event of any failure or delay resulting from such causes, upon notice to the other party within five (5) days of occurrence of the event giving rise to the delay, the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effects of such delays. Notwithstanding the foregoing, no party may claim force majeure for delays caused by the contractor or agent of such party.

XX. INSURANCE

- A. Coverage. Without limiting its liability as stated elsewhere herein, Licensee agrees to provide and maintain in force, from companies authorized to do business in the State of Florida and reasonably satisfactory to JEA, policies of insurance with minimum limits as follows:
1. Worker's Compensation and Employer's Liability insurance for all of Licensee's employees. Limit of insurance for Employer's Liability shall be a minimum of \$500,000 per occurrence.
 2. General Liability insurance for bodily injury and property damage of \$2,000,000 each occurrence and \$5,000,000 annual aggregate, combined single limit.
 3. Automobile Liability for bodily injury and property damage (covering owned, hired or non-owned vehicles) of \$1,000,000 each occurrence, combined single limit.
 4. Excess Liability insurance for bodily injury and property damage of \$5,000,000 each occurrence and annual aggregate, combined single limit. This is additional coverage and limits above the following primary insurance: Employer's Liability, Commercial General Liability, and Automobile Liability.
 5. Licensee shall include JEA as an additional insured for all coverage except Worker's Compensation and Employer's Liability. Such insurance shall be primary to any and all other insurance or self-insurance maintained by JEA. Licensee shall include a Waiver of Subrogation on all required insurance in favor of JEA, its governing board, officers, employees, agents, successors and assigns.
 6. Any contractor and subcontractor of Licensee, relating to this Agreement, shall procure and maintain the insurance required of Licensee hereunder during the life of this Agreement. Contractors' and subcontractors' insurance may be either by separate coverage or by endorsement under insurance provided by Licensee. Licensee shall obtain copies of contractors' and subcontractors' certificates of insurance prior to allowing contractors and subcontractors to perform any work and shall maintain such copies in its files, available for inspection by JEA upon request.
- B. Certificate. Within thirty (30) days of the effective date of this Agreement, Licensee shall furnish JEA certificates from Licensee's insurance carrier showing that Licensee maintains the requisite insurance and that the

policies were issued in accordance with the requirements hereof. Said certificates shall provide that no material alteration or cancellation, including expiration and non-renewal will be effective until 30 days after receipt of written notice by JEA.

- C. Limits. The limits of liability set out in this Section may be increased or decreased by mutual consent of the parties, which consent will not be unreasonably withheld by either party, in the event of any factors or occurrences, including substantial increases in the level of jury verdicts or judgments or the passage of state, federal or other governmental compensation plans, or laws which would materially increase or decrease JEA's or Licensee's exposure to risk.
- D. Self-Insurance. Notwithstanding the foregoing, Licensee may self-insure the above required Workers Compensation coverage, upon presentation of a valid certificate of self-insurance from the State of Florida Department of Insurance or other evidence of self-insurance acceptable to JEA.

XXI. AUTHORIZATION NOT EXCLUSIVE

JEA shall have the right to grant, renew and extend rights and privileges to others not party to this Agreement, by contract or otherwise, to use JEA Facilities covered by this Agreement. Such rights shall not interfere with the rights granted to Licensee by the specific Permits issued pursuant to this Agreement.

XXII. ASSIGNMENT

- A. Limitations on Assignment. Licensee shall not assign its rights or obligations under this Agreement, nor any part of such rights or obligations, without the prior written consent of JEA, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Licensee may assign this Agreement without prior consent of JEA to (i) an entity controlled by, controlling, or under common control with Licensee, or (ii) a purchaser of Licensee's entire system subject to this Agreement, whether such acquisition is structured as a merger, acquisition of stock, or sale of all or substantially all assets, provided the assignee agrees in writing to be bound by the terms of this Agreement. Licensee or the assignee shall give notice to JEA of the assignment promptly following assignment.
- B. Obligations of Assignee/Transferee and Licensee. No assignment or transfer under this Article XXII shall be allowed until the assignee or transferee becomes a signatory to this Agreement and assumes all obligations of Licensee arising under this Agreement. Licensee shall furnish JEA with prior written notice of the transfer or assignment, together with the name and address of the transferee or assignee. Notwithstanding any assignment or transfer, Licensee shall remain fully liable on this Agreement

and shall not be released from performing any of the terms, covenants or conditions of this Agreement without the express written consent to the release of Licensee by JEA.

- C. Sub-licensing. Without JEA's prior written consent, Licensee shall not sub-license to a non-affiliated third party, including but not limited to allowing third parties to place Attachments on JEA's Poles, including Overlashing, or to place Attachments for the benefit of such third parties on JEA's Poles. Any such action shall constitute a default of this Agreement. The use of Licensee's Communications Facilities by third parties (including but not limited to leases of dark fiber) that involves no additional Attachment or Overlashing is not subject to the provisions of this Article XXII, Paragraph C.

XXIII. FAILURE TO ENFORCE

Failure of JEA or Licensee to take action to enforce compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

XXIV. REMEDIES FOR DEFAULT

Either party may terminate this Agreement and/or seek any remedy in law or equity in the event of material breach of this Agreement by the other party, unless such breach is cured within thirty (30) days of written notice thereof by the non-breaching party to the breaching party; provided, however, that if the breach cannot reasonably be cured within thirty (30) days, the non-breaching party may not terminate this Agreement as long as the breaching party commenced to cure the breach within thirty (30) days and diligently and in good faith continues its efforts to cure the breach. Such period to cure the breach shall not extend more than sixty (60) days from the written notice of the breach, except in the case of a non-monetary breach that does not cause material adverse effect to JEA's system or to the rights of other Attaching Entities or does not cause harm to the public, in which case the cure period may be extended as necessary so long as Licensee continues to diligently and in good faith continue efforts to cure the breach. Nothing in this Article XXIV shall be deemed to restrict JEA from immediately taking any action reasonably necessary to protect public safety and electric reliability, including removal of Licensee's Attachments from any JEA Poles or any other interim or provisional remedy, and JEA shall be entitled to recover the expense of such action from Licensee. Material breaches of this Agreement by Licensee shall include, but not be limited to:

1. Construction, operation or maintenance of Licensee's Communications Facilities in violation of law or in aid of any unlawful act or undertaking; or
2. Construction, operation or maintenance of Licensee's Communications Facilities after any authorization required of Licensee has lawfully been denied or revoked by any governmental or private authority or violation of any other agreement with the municipality, provided, however, Licensee shall have a reasonable opportunity to pursue and exhaust its available legal and administrative remedies prior to termination of its Permit, provided that no enforcement action is being taken or threatened against JEA, and no order has been issued directing JEA to remove Licensee's facilities and Licensee agrees to indemnify and hold harmless JEA for Licensee's continued attachment pending any such exhaustion of remedies; or
3. Construction, operation or maintenance of Licensee's Communications Facilities without the insurance coverage required under Article XX.

XXV. JEA Tax Exempt Bond Status.

JEA shall have a right to terminate this Agreement upon thirty (30) days written notice to Licensee, if the existence of this Agreement creates an adverse impact upon JEA's tax-exempt bond status. Upon receipt of such notice, Licensee shall have the right to review with JEA the reason(s) for the creation of such adverse impact and to determine, in concert with JEA, whether the existence thereof can be eliminated by the amendment of this Agreement. In such event, JEA shall, before the effective date of any termination, and if Licensee so elects, negotiate in good faith with Licensee to amend this Agreement to eliminate the adverse impact. Should JEA become aware of any pending legislation or regulatory change which is likely to have an adverse impact upon JEA's tax exempt bond status due to the existence of this Agreement, JEA shall promptly notify Licensee thereof. Licensee, at its sole cost and expense, may contest such legislation or regulatory action, including rights of legal challenge and appeal to effect elimination of such adverse impact and JEA shall support such activities of Licensee at no cost or expense to JEA. Notwithstanding the foregoing, JEA retains the right to terminate this Agreement at any time if, in its sole judgment, this Agreement creates an adverse impact on its tax exempt bond status; however, JEA agrees that it will not terminate this Agreement until the latest reasonable date, as determined by JEA so as to afford Licensee as much time as is reasonably possible to make arrangements for relocation of its facilities. In recognition of the importance of this Agreement, JEA hereby agrees to use due diligence and professional judgment in any determination or exercise of judgment made pursuant to this subsection.

XXVI. TERM OF AGREEMENT

- A. This Agreement shall become effective upon its execution and, if not terminated in accordance with other provisions of this Agreement, shall continue in effect for a term of five (5) years. By mutual written agreement

of the parties this Agreement may be extended for up to three (3) additional terms of five (5) years each, provided that; (i) Licensee is not in Default, (ii) Licensee has given JEA sixty (60) days written notice prior to the end of the then current term of its desire to renew, and (iii) the parties agree to review the fees and charges payable hereunder at the end of each five (5) year period and adjust such fees and charges as necessary, in consideration of changed conditions affecting and affected by this Agreement. Such renewal fees shall be consistent with those charged by JEA to other similarly situated attaching parties.

- B. Even after the termination of this Agreement, Licensee's indemnity obligations shall continue.

XXVII. AMENDING AGREEMENT

Notwithstanding other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in a writing signed by an authorized representatives of both parties.

XXVIII. NOTICES

- A. Any notice, demand, consent, request or other communication required or permitted to be given under this Agreement shall be in writing and delivered by hand or by registered or certified mail, return receipt requested and postage prepaid, and shall be considered effective upon receipt, at:

If to JEA, at:

JEA
Director, Design, Construction & Material Standards
21 West Church Street, T-5
Jacksonville, Florida 32202

With copy to:

JEA
Manager, Real Estate Services
21 West Church Street, CC-6
Jacksonville, Florida 32202

If to Licensee, at:

- B. Notices shall be effective when received at the address as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by written notice.

XXIX. ENTIRE AGREEMENT

This Agreement supersedes all previous agreements, whether written or oral, between JEA and Licensee for placement and maintenance of Licensee's Communications Facilities on Poles within the geographical operating area covered by this Agreement; and there are no other provisions, terms or conditions to this Agreement except as expressed herein.

XXX. SEVERABILITY

If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement but rather it is the intent of the parties that this Agreement be administered as if not containing the invalid provision.

XXXI. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The venue of any legal action brought or filed relating to any matter arising under this Agreement shall be exclusively in the federal or state courts sitting in Duval County, Florida, having jurisdiction over such legal action.

XXXII. INCORPORATION OF RECITALS AND APPENDICES

The Recitals, appendices to this Agreement, and applicable federal and state law at the time of this Agreement's adoption, are incorporated into and constitute part of this Agreement.

XXXIII. PERFORMANCE BONDS

On execution of this Agreement, Licensee shall provide to JEA a performance bond in the annual amount of Twenty-Five Thousand Dollars (\$25,000). The bond shall be with an entity and in a form acceptable to JEA. The purpose of the bond is to ensure Licensee's performance of all of its obligations under this Agreement and for the payment by Licensee of any claims, liens, taxes, liquidated damages, penalties and fees due to JEA which arise by reason of the construction, operation, maintenance or removal of Licensee's Communications Facilities on or about JEA's Poles. The bond shall not act as a limitation on Licensee's liability to or indemnification of JEA under this Agreement. The parties may mutually agree to waive or amend this bond requirement.

XXXIV. CONFIDENTIALITY

A party shall not disclose the Confidential Information of the other party or use the Confidential Information of the other party except in performing or enforcing the Agreement. Notwithstanding the foregoing, a party may disclose the other party's Confidential Information to such party's employees, agents, and professional advisors who have a need to know the Confidential Information and who have either agreed in writing to not disclose or improperly use such Confidential Information or, in the case of professional advisors, are ethically or otherwise bound to not disclose or improperly use the Confidential Information. "Confidential Information" means information that one party discloses to the other party pursuant to or in connection with the Agreement and that is marked as confidential or would normally be considered confidential under the circumstances. "Confidential Information" does not include information that the receiving party already knew, information that becomes public through no fault of the receiving party, or information that was given to the receiving party by a third party without breach of any confidentiality obligation. A receiving party may also disclose Confidential Information when required by law after giving reasonable notice to the disclosing party, if such notice is allowed under law. Notwithstanding anything contained herein to the contrary, Licensee acknowledges that JEA is a body politic and corporate that is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws". If a request is made to view Confidential Information for which a disclosure obligation exists (or which JEA believes may exist) pursuant to the Public Records Law, JEA will notify Licensee of such request and the date that such records will be released to the requester unless Licensee obtains a court order enjoining such disclosure. If Licensee fails to obtain that court order enjoining disclosure, JEA will release the requested information on the date specified. Such release shall be deemed to be made with Licensee's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property.

XXXV. PUBLICITY

Neither party may make any public statement regarding this Agreement without the other party's prior written approval, subject to the application of the Public Records Laws.

XXXVI. USE OF CONTRACTORS

Where this Agreement requires or allows JEA to perform certain tasks, JEA may have such tasks performed by contractors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

By: _____

Print: _____

Title: _____

Date: _____

JEA

By: _____

Print: _____

Title: _____

Date: _____

Form Approved:

JEA Legal Counsel

APPENDIX A

ATTACHMENT FEES AND CHARGES

Effective Date ___/___/___

1. Annual Pole Attachment Fee \$ 25.00 per Pole Attachment/per year

On or about January 1st of each calendar year, the annual rental rates for the year shall increase by three percent (3%).

2. Unauthorized Attachment Fee
(5 x annual Attachment Fee, per occurrence, or rent from date of last Field survey, whichever is less)

3. Failure to move/remove facilities penalty
(\$20 per day, per individual attachment or facility, after 30 calendar days.)

APPENDIX B TREATMENT OF SPECIFIC TYPES OF ATTACHMENTS

- 5.0 The following items (some of which shall be billed as multiple attachments) are defined as an attachment(s) if any of them are connected to JEA owned poles within the communication zone:
 - 5.1 Tangent facilities, including service drops, attached to separate bolts, banding/straps (for concrete poles), j-hooks or similar means of attachment.
 - 5.2 Crossing facilities, including service drops, attached to separate bolts, banding/straps (for concrete poles), j-hooks or similar means of attachment on multiple faces of a pole.
 - 5.3 Perpendicular facilities, including service drops, attached to separate bolts, banding/straps (for concrete poles), j-hooks or similar means of attachment.

- 6.0 The following items installed by Licensee (some of which may be billed as multiple attachments) are defined as an attachment(s) if any of them are connected to JEA owned poles outside of the communication zone:
 - 6.1 Tangent, crossing and perpendicular facilities, including service drops.
 - 6.2 Splices
 - 6.3 Terminals
 - 6.4 Boxes
 - 6.5 Underground risers
 - 6.6 Span Guys
 - 6.7 Dead end guys

- 7.0 Attachments which are not defined as multiple attachments in this agreement are:
 - 7.1 Tangent (or overlashed, if for Licensee's use), crossing or perpendicular facilities, including service drops, using the same bolt, banding/strap (for a concrete pole), j-hook or similar means of attachment as the facilities described in section 1.0 above for which JEA is receiving a fee payment.

- 8.0 In general, any licensee facilities connected to any portion of a JEA owned pole shall qualify as an individual and/or multiple attachment under the terms of this agreement.

APPENDIX C

Permit Processing Fees

1. **Non-Make Ready Application (New and Existing Attachments)**

\$ 36.00 per pole

2. **Make Ready Applications (New and Existing Attachments)**

(For Poles Requiring JEA Make Ready Work)

\$189.50 per pole

3. **Non-Standard Attachment**

Billed following Post Permit Inspection

\$55.00 per pole – For Poles not in compliance with NESC/JEA Standards

4. **Re-Inspection of Non-Standard Attachments/or Other Field Visits (such as due to failed first inspection)**

(Upon notification of correction)

\$ 36.00 per pole

5. **Returned Application (\$50.00 minimum)**

(Application does not meet minimum standards for processing)

\$ 24.95 per pole

JEA reserves the right to modify the above listed fees, annually, to reflect the current cost of providing these services, which modifications could result in increases or decreases in fees.

EXHIBIT D
FIRST ADDENDUM TO POLE ATTACHMENT LICENSING AGREEMENT

**FIRST ADDENDUM TO
POLE ATTACHMENT LICENSING AGREEMENT
BETWEEN
JEA
AND**

FIRST ADDENDUM TO POLE ATTACHMENT LICENSING AGREEMENT

This First Addendum to Pole Attachment Licensing Agreement (“Addendum”) is made and entered into this ___ day of _____, 20__ (“Effective Date”), by and between JEA, an independent agency of the City of Jacksonville, Duval County, Florida (“JEA”) and _____, (collectively, “Licensee”) (each a “Party” and together the “Parties”).

RECITALS

- A. JEA and Licensee are contemporaneously entering into a License Agreement for Pole Attachments (“License Agreement”), allowing Licensee to install and maintain Communications Facilities on JEA’s utility Poles within JEA’s service area in order to provide Communications Services to the public; and
- B. Licensee contemplates a large-scale network deployment resulting in a substantial number of Applications to attach Licensee’s equipment to JEA’s Poles, and Licensee desires to deploy those Attachments in an efficient manner; and
- C. Notwithstanding anything herein, this Addendum does not grant Licensee any rights to conduit owned by JEA.

Now, therefore, in consideration of the foregoing recitals and of the mutual covenants, terms and conditions, and remunerations herein provided, and the rights and obligations created hereunder, the Parties agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

As used in this Addendum, the following terms shall have the following meanings:

- 1.1 **Application** means Licensee’s application to affix an attachment to a Pole, as set forth in Section 3.2 of this Addendum.
- 1.2 **Approved Contractors** has the meaning set forth in Section 4.9 of this Addendum.
- 1.3 **Bulk Deployment Process** has the meaning set forth in Section 2.1 of this Addendum.
- 1.4 **Bulk Deployment Trigger** has the meaning set forth in Section 2.1 of this Addendum.
- 1.5 **Complex Transfer** has the meaning set forth in Section 4.2.2 of this Addendum.
- 1.6 **Defective Pole** has the meaning set forth in Section 4.5 of this Addendum.
- 1.7 **One-Touch Transfer** has the meaning set forth in Section 4.2 of this Addendum.
- 1.8 **Overloaded Pole** has the meaning set forth in Section 4.5 of this Addendum.

1.9 Post-Construction Inspection means the survey inspection performed by JEA to determine and verify that Licensee's Attachments and Make Ready Work have been made in accordance with Applicable Standards and the approved Applications.

1.10 Ramp-Up Period has the meaning set forth in Section 2.1.2 of this Addendum.

1.11 Supply Space means space above the neutral that is exclusively reserved for JEA or allocated to another third party for use.

1.12 Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the License Agreement.

ARTICLE 2. BULK DEPLOYMENT

2.1 Bulk Deployment Process. Licensee shall be eligible for the high volume deployment procedures set forth in this Addendum (the "Bulk Deployment Process") upon providing written notice to JEA that Licensee has a *bona fide* plan to make new attachments at an average rate of 2,000 JEA Poles per month (the "Bulk Deployment Trigger"), subject to the Ramp-Up Period, as defined below. The application and make-ready processes described in the License Agreement shall govern during any period in which Licensee is not eligible for the Bulk Deployment Process.

2.1.1 Licensee shall provide the Bulk Deployment Trigger to JEA not less than three (3) months prior to the commencement of the Ramp-Up Period (defined below).

2.1.2 Licensee shall have six (6) months from the date of submission of its first Application to reach the Bulk Deployment Trigger (the "Ramp-Up Period"). Licensee shall regularly confer with JEA during the Ramp-Up Period regarding the volume of Applications being submitted. If Licensee fails to meet the Bulk Deployment Trigger at the end of any Ramp-Up Period, the application and make-ready processes described in the License Agreement shall govern.

2.1.3 The Bulk Deployment Process shall remain effective from the start of the Ramp-Up Period until Licensee provides written notice to JEA of its intention to exit the Bulk Deployment Process, such notice to be provided no later than six (6) months prior to the date on which it intends to exit the Bulk Deployment Process. Notwithstanding the foregoing, if Licensee's average pole attachment rate after the Ramp-Up Period drops below 2,000 Poles per month over a six (6) month period during any time period in which Licensee is eligible for the Bulk Deployment Process, JEA may provide Licensee with notice of Licensee's failure to meet and/or maintain the Bulk Deployment Trigger and of JEA's intention to terminate the Bulk Deployment Process. Such termination shall be effective no earlier than ninety (90) days after receipt by Licensee.

2.1.4 Licensee shall be eligible to renew its use of the Bulk Deployment Process upon providing written notice to JEA no fewer than three (3) months prior to entering a new Bulk Deployment Process, after which a new Ramp-Up Period shall commence.

2.2 Additional Personnel. JEA intends to use additional resources as necessary to accommodate Licensee's Bulk Deployment Process. Licensee shall reimburse the actual, reasonable, and documented cost of such resources pursuant to the terms set forth in this Section 2.2. JEA and Licensee shall confer regularly to ensure JEA has hired the type and number of such contractors necessary to facilitate Licensee's deployment and to confirm that the cost of

such contractors will be deemed reasonable by Licensee. JEA will invoice Licensee on a monthly basis for the actual, reasonable, and documented costs incurred by JEA under this Section 2.2.

ARTICLE 3. BULK DEPLOYMENT APPLICATION PROCESS

3.1 Field Survey and Engineering Study. When eligible to use the Bulk Deployment Process, Licensee shall conduct a field survey and engineering study of JEA's Poles to determine the adequacy and availability of space on JEA's Poles for Licensee's Attachments (the Pre-Permit Survey), which, for the purposes of this Addendum, shall include (i) a detailed description, prepared or reviewed by a professional engineer and at Licensee's cost, of proposed Make-Ready Work for each Attachment; (ii) an installation plan; (iii) a Licensee-prepared pole load analysis; and (iv) relevant pole data.

3.2 Application Package. When eligible to use the Bulk Deployment Process, Licensee's Applications shall include the Pre-Permit Survey. JEA shall use Licensee's Pre-Permit Survey in reviewing such Applications. Notwithstanding the foregoing, JEA reserves the right to perform its own engineering, evaluation, or verification as appropriate or necessary. Licensee shall pay the actual, reasonable, and documented costs of any such additional engineering or field survey conducted by JEA. During the Bulk Deployment Process, Licensee shall have two-hundred seventy (270) days following the grant of any Permit to attach its Communications Facilities to the Poles in question. Pursuant to Section 5.1 of this Addendum, JEA shall not charge Licensee an Application fee during any Bulk Deployment Process undertaken by Licensee pursuant to this Addendum. Any Applications submitted by Licensee outside of a Bulk Deployment Process shall conform to the requirements set forth in Article VI of the License Agreement.

3.3 Submission of Applications. When eligible to use the Bulk Deployment Process, Licensee shall electronically submit Applications to JEA using a form and a medium to be mutually agreed upon by JEA and Licensee subsequent to entering into the License Agreement. Licensee may submit, and JEA shall process, Applications covering up to 2,000 Poles per week, and the means of electronic submission must be capable of accommodating such volume of Applications.

3.4 Application Review. During any Bulk Deployment Process, JEA shall respond to each Application and included design work within fourteen (14) calendar days of receipt, and provide Licensee with (i) notification that access is granted; (ii) a detailed description of any changes, modifications, or revisions to the proposed Make-Ready Work required for reasons of safety, reliability, or generally applicable engineering purposes, including but not limited to reasons related to the service of any other Attaching Entity; or (iii) a denial of the Application because no Make-Ready Work (including expanding capacity) is reasonably capable of being performed that would allow Licensee to make its proposed Attachment without adversely affecting public safety, electric service reliability, or the operations of JEA. In the event JEA does not respond within fourteen (14) calendar days to an Application fulfilling the requirements of Section 3.2 of this Addendum, all proposed Attachments included within that Application shall be deemed approved, subject to all then-current Applicable Standards. Notwithstanding the foregoing, JEA may extend the time to respond to Applications during any Ramp-Up Period and as mutually agreed between the parties in order to accommodate an increasing volume of Applications and to manage the workload of JEA's contractors engaged in such review.

3.5 Changes to Make-Ready Work. During any Bulk Deployment Process, if JEA describes any changes, modifications, or revisions to the proposed Make-Ready Work in any Application pursuant to Section 3.4, Licensee may (i) notify JEA that it agrees to such changes, modifications, or revisions, in which case the affected Application(s) shall be deemed granted; or (ii) resubmit

the Application(s) with other or different changes, modifications, or revisions (including notice of any changes, modifications, or revisions required by JEA that Licensee does not agree with); provided however that if the proposed changes, modifications, or revisions to the proposed Make-Ready Work require an additional field review by JEA, Licensee shall reimburse JEA for the actual, reasonable, and documented costs of such additional review. JEA's review of the resubmitted Application(s) shall be subject to all provisions of Section 3.4.

3.6 Changes to Cost Estimates. If JEA elects to perform Make-Ready Work during any Bulk Deployment Process, JEA's application grant shall include a reasonable estimate of the cost of performing Make-Ready Work in the Supply Space, if any. Licensee shall accept in writing JEA's Make-Ready Work cost estimate prior to commencement of any Make-Ready Work in the Supply Space. Licensee and JEA shall negotiate any Make-Ready Work cost estimates in good faith.

ARTICLE 4. MAKE-READY CONSTRUCTION

4.1 Performance of Make-Ready Work in the Supply Space. JEA may, in its sole discretion, opt to perform the necessary Make-Ready Work in the Supply Space itself or it may opt to authorize Licensee to perform the necessary Make-Ready Work using contractors approved by JEA, as set forth in Section 4.9. If JEA opts to perform Make-Ready Work in the Supply Space, Licensee shall pay JEA its actual, reasonable, and documented costs for performing Make-Ready Work, such amounts to be invoiced by JEA following completion of the Make-Ready Work. JEA shall complete such Make Ready Work within thirty (30) days of application grant (where JEA accepted Licensee's cost estimate) or thirty (30) days of Licensee accepting JEA's cost estimate. JEA shall notify Licensee upon completion of the Make-Ready Work. If JEA does not complete the Make-Ready Work by the deadline set forth in this Section 4.1, JEA shall charge Licensee only for that portion of the Make-Ready Work performed and Licensee shall be authorized to complete the Make-Ready Work.

4.2 One-Touch Make Ready. JEA will transfer, relocate, or alter an attachment, including all related facilities, of any pre-existing Attaching Entity in the communications space of a JEA Pole as may be necessary to accommodate the installation of Licensee's Attachment ("One-Touch Transfer"), subject to the rights of the pre-existing Attaching Entity and the procedures under such Attaching Entity's agreement. JEA may, in its discretion, designate Licensee as its contractor for these purposes and allow Licensee to perform such One-Touch Transfers on behalf of JEA. For the avoidance of doubt, references to JEA's performance of transfers, relocations, or alterations of attachments in this Section 4.2 shall be understood to include the performance of such transfers, relocations, or alterations by Licensee, acting as JEA's contractor. JEA's communications wires or facilities installed in the communications worker safety zone of a Pole will be subject to the One-Touch Transfer process described herein.

4.2.1 Simple Transfers. One-Touch Transfers shall be limited to transfers of third-party attachments on an existing Pole or to a new Pole that will not result in an outage to customers of the Attaching Entity that owns the attachments (a "Simple Transfer"). Licensee shall be liable and responsible for all loss, damage, cost, or expense of Attaching Entity arising from property damage, personal injury, or death arising from such One-Touch Transfers and shall indemnify JEA with respect thereto. Following the completion of a One-Touch Transfer, within a reasonable time period but no later than fifteen (15) calendar days after JEA completes its Post-Construction Inspection, if any, Licensee shall send written notice of the One-Touch Transfer and as-built reports to the affected Attaching Entity, such as-built reports to include, without limitation, a unique field label identifier, an address, and geographic coordinates. Within fourteen (14) calendar days of receipt of the as-built reports, the Attaching Entity may conduct an inspection at

Licensee's expense. Licensee will pay the actual, reasonable, and documented expenses incurred by the Attaching Entity for the inspection. If the One-Touch Transfer failed to meet all Applicable Standards, the Attaching Entity will notify Licensee and Licensee will correct the deficiency at Licensee's expense within a reasonable time period but no later than fifteen (15) calendar days following receipt of such written notice.

4.2.2 Complex Transfers in the Communications Space. Relocations or alterations of third-party attachment(s) in the communications space that are required to facilitate Licensee's Attachment(s) that require a customer outage (a "Complex Transfer") shall be performed by the Attaching Entity which owns such attachment(s) within thirty (30) days of receipt of notice by Licensee of such required relocation or alteration, at Licensee's cost and expense, provided such timing and obligations are consistent with the Attaching Entity's use agreement with JEA. JEA shall regularly confer with Licensee regarding the timing of any such Complex Transfers. Where such Attaching Entity fails to relocate or otherwise undertake the necessary work for Licensee to complete its installation of attachment(s), JEA shall relocate or repair such third-party attachments to the extent JEA may do so pursuant to the Attaching Entity's use agreement with JEA. Licensee shall pay the costs of Make-Ready Work related to the relocation or alteration of the third-party attachment(s) necessary to accommodate Licensee's Attachment(s).

4.2.3 Licensee's Attachments Subject to One-Touch Transfer by Other Entities. Licensee's Attachments, including related facilities, shall be subject to the One-Touch Transfer Process conducted by JEA or other Attaching Entities provided such Attaching Entities are subject to substantially the same terms and conditions as set forth in Section 4.2 under their use agreements with JEA. JEA shall regularly confer with Licensee regarding the timing of any such transfers of Licensee's Attachments. Licensee acknowledges that the terms and conditions of this Section 4.2 are not limited to One-Touch Transfers performed during a Bulk Deployment Process, and that Licensee's Attachments will be subject to the One-Touch Transfer Process conducted by other Attaching Entities not engaged in a Bulk Deployment Process.

4.3 Non-Conforming Attachments. Notwithstanding Section 4.2, Licensee shall not be liable for any cost to modify or alter any attachments of JEA or any Attaching Entity that do not comply with then-current Applicable Standards. If Licensee undertakes a transfer or relocation of such non-conforming Attachment pursuant to Section 4.2.1 or 4.2.2, Licensee may, in its sole discretion, seek reimbursement from the owner of the non-conforming Attachment for the costs of bringing the Attachment into compliance, if any, and JEA shall reasonably support such efforts to the extent it is able, at no cost to JEA.

4.4 Expansion of Capacity. At Licensee's request, JEA shall change out, or authorize Licensee to change out, an existing Pole for a taller or stronger Pole to accommodate an Attachment request by Licensee, unless such replacement would adversely affect public safety or electric service reliability, or for generally accepted engineering purposes. Such change out shall be at Licensee's expense.

4.5 Defective and Overloaded Poles. Prior to Licensee's submission of its first Application, JEA shall provide Licensee with the criteria it considers in determining whether a given Pole is capable of accommodating an Attachment. In the event Licensee seeks to attach to a Pole that, under such criteria would be subject to replacement within thirty (30) days either because of decay, damage, or other reasons (a "Defective Pole"), or because such Pole is over capacity as defined by the NESC loading region and the pole grade as selected by JEA for their system (an "Overloaded Pole"), and Licensee reasonably believes JEA would prevent it from attaching to such Pole, Licensee will notify JEA, such notification to include Licensee's field survey results,

pictures, and other evidence of the Defective or Overloaded Poles. Upon receipt of Licensee's notification, and if JEA determines that the Pole is a Defective or Overloaded Pole on which it would not permit Licensee to place its Attachment, JEA may elect to replace the Pole or otherwise make such Pole compliant pursuant to the Make-Ready provisions of this Article 4 or may authorize Licensee to replace or bring such Pole into compliance on JEA's behalf. JEA shall assume the cost and expense of remedying any such violation (whether remedied by Licensee or JEA). If JEA elects to authorize Licensee to undertake work under this Section 4.5, Licensee will invoice JEA, and JEA shall pay, for Licensee's actual, reasonable, and documented costs incurred in connection with such work. Notwithstanding the foregoing, if the number of Defective Poles exceeds two percent (2%) of the Poles to which Licensee seeks to attach, the Parties shall meet to discuss in good faith the apportionment of costs for the necessary Pole replacements. For the avoidance of doubt, Licensee shall be solely responsible for the cost to replace any Pole that would only become an Overloaded Pole upon Licensee's installation of its Attachment to such Pole, pursuant to Section 4.4.

4.6 Reserved Space by JEA. JEA may reclaim space reserved pursuant to a written *bona fide* development plan that is described to Licensee with respect to a Pole at the time of Licensee's Application to attach to such Pole.

4.7 Outages. Where Licensee is to perform Make-Ready Work that will require electrical service interruption or de-energization, Licensee shall give JEA not less than thirty (30) days' prior written notice for outages affecting JEA's business or commercial customers and not less than fifteen (15) days' prior written notice for outages affecting JEA's residential customers. Such notice shall include the Pole location and the proposed date on which work will commence and finish. JEA approval is required for all outages, such approval not to be unreasonably withheld, conditioned or delayed, and which approval shall be subject to JEA's outage standards and customer requirements. Any such outages shall be during off-peak hours to minimize any disruption to JEA's customers.

4.8 Construction by Licensee. During any period in which Licensee is eligible to use the Bulk Deployment Process, Licensee shall attach its Communications Facilities to JEA's Poles within two hundred seventy (270) days of grant of the applicable Permit.

4.9 Approved Contractors. All Make-Ready Work by Licensee in the electric Supply Space shall be performed only by a contractor approved by JEA. Licensee may propose contractors for approval and JEA shall not unreasonably withhold, delay, or condition its approval. All contractors of Licensee granted such approval by JEA ("Approved Contractors") shall be subject to the principles of the standards of conduct and behavior and the same insurance requirements applied by JEA to its own contractors unless other insurance requirements are otherwise approved by JEA, such approval not to be unreasonably withheld, delayed or conditioned. Approved Contractors shall adhere to all Applicable Standards and the failure of any Approved Contractor to adhere to and comply with such JEA standards and requirements may result in JEA rescinding its approval of the Approved Contractors to perform work of any kind on JEA facilities. Licensee may be required to remedy any work performed by an Approved Contractor that does not comply with JEA's Applicable Standards.

4.10 Anchors and Guying. Licensee shall provide all anchors and guying necessary to accommodate the additional stress and load placed upon a Pole by its Attachments. Licensee shall have no right to use or replace JEA's anchors without the prior written consent of JEA which may not be unreasonably withheld.

4.11 Attachment Arms. Licensee shall be entitled to utilize temporary attachment arms as mutually agreed between the Parties. Licensee shall be required to pay attachment fees for all Attachments and arms regardless of spacing.

4.12 Overlashing and Service Drops. During any period in which Licensee is eligible to use the Bulk Deployment Process, JEA shall not require an Application for Overlashing by Licensee of its own Attachments provided that the installation of the bundle fully complies with the Applicable Standards. Licensee shall provide notice of any Overlashing installed pursuant to this provision within thirty (30) days of the end of the calendar month in which such Overlashing was completed, such notice to include (a) a pole loading analysis showing compliance with Applicable Standards or (b) a description of why a pole loading analysis is not required under the Applicable Standards. JEA reserves the right to inspect at Licensee's expense any Overlashing for the purpose of ensuring the affected Pole is not overloaded or otherwise out of compliance with the Applicable Standards. If Licensee's Overlashing fails to comply with the Applicable Standards, JEA shall notify Licensee and Licensee shall correct such violations in accordance with the provisions of Article IV, Section J of the License Agreement.

ARTICLE 5. RATES, FEES, BILLING

5.1 Application Fee. Licensee shall bear all costs of the Pre-Permit Survey as well as the actual, reasonable and documented costs of contractors hired by JEA to facilitate Licensee's deployment. Accordingly, JEA shall not charge Licensee an Application fee during any Bulk Deployment Process undertaken by Licensee pursuant to this Addendum.

5.2 Administrative Costs. All charges by JEA to Licensee permitted hereunder shall be paid within forty-five (45) days after receipt of an invoice by Licensee showing the actual, reasonable, and documented costs to JEA for performing such work.

ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 Post Construction Inspection. Following the completion of Licensee's installation of Licensee's Attachments including any Make Ready Work, JEA shall be entitled to perform the Post-Construction Inspection. If the Post-Construction Inspection is pursuant to a Bulk Deployment Process, Licensee will pay the actual, reasonable, and documented expenses incurred by JEA for the Post-Construction Inspection. If the Post-Construction Inspection is not pursuant to a Bulk Deployment Process, payment of JEA's Post-Construction Inspection expenses is included in the Application fees as provided in the License Agreement. If the Post-Construction Inspection reveals that Licensee failed to meet all Applicable Standards or comply with the approved Application, JEA will notify Licensee and Licensee will correct any deficiency at Licensee's expense within a reasonable time period but no later than fifteen (15) calendar days following receipt of such written notice.

6.2 Use of Contractors. Where this Addendum requires or allows JEA to perform certain tasks, JEA may have such tasks performed by contractors.

6.3 Confidentiality. A Party shall not disclose the Confidential Information of the other Party or use the Confidential Information of the other Party except in performing or enforcing the Agreement. Notwithstanding the foregoing, a Party may disclose the other Party's Confidential Information to such Party's employees, agents, and professional advisors who have a need to know the Confidential Information and who have either agreed in writing to not disclose or improperly use such Confidential Information or, in the case of professional advisors, are ethically

or otherwise bound to not disclose or improperly use the Confidential Information. "Confidential Information" means information that one Party discloses to the other Party pursuant to or in connection with the Agreement and that is marked as confidential or would normally be considered confidential under the circumstances. "Confidential Information" does not include information that the receiving Party already knew, information that becomes public through no fault of the receiving Party, or information that was given to the receiving Party by a third Party without breach of any confidentiality obligation. A receiving Party may also disclose Confidential Information when required by law after giving reasonable notice to the disclosing Party, if such notice is allowed under law. Notwithstanding anything contained in this Addendum to the contrary, Licensee acknowledges that JEA is a body politic and corporate that is subject to Chapter 119, Florida Statutes, and related statutes known as the "Public Records Laws". If a request is made to view Confidential Information for which a disclosure obligation exists (or which JEA believes may exist) pursuant to the Public Records Law, JEA will notify Licensee of such request and the date that such records will be released to the requester unless Licensee obtains a court order enjoining such disclosure. If Licensee fails to obtain that court order enjoining disclosure, JEA will release the requested information on the date specified. Such release shall be deemed to be made with Licensee's consent and will not be deemed to be a violation of law, including but not limited to laws concerning trade secrets, copyright or other intellectual property.

6.4 Publicity. Neither Party may make any public statement regarding the License Agreement or this Addendum without the other Party's prior written approval, subject to the application of the Public Records Laws.

6.5 Inconsistency or Conflict. The terms and conditions of this Addendum shall supersede, control and prevail over any inconsistent or conflicting term or condition of the License Agreement.

6.5.1. Notwithstanding the foregoing, the following provisions in this Addendum shall have no force and effect during any time in which Licensee is not eligible to use the Bulk Deployment Process:

- i. The entirety of Article 2, Bulk Deployment
- ii. The entirety of Article 3, Bulk Deployment Application Process
- iii. Section 4.8, Construction by Licensee
- iv. Section 4.12, Overlapping and Service Drops
- v. Section 5.1, Application Fee

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum on the day and year first written above.

JEA

LICENSEE:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

Certificate Of Completion

Envelope Id: 433935C2-371A-47EE-99CC-382201271FA0

Status: Completed

Subject: SIGNATURE: Coop Purchasing Agreement - Pole Attachment Third-Party Permit Services (ELE/260399)

Source Envelope:

Document Pages: 85

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

plewis@ocalaf1.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

Holder: Patricia Lewis

Location: DocuSign

2/18/2026 2:47:55 PM

plewis@ocalaf1.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: Docusign

Signer Events

Signature

Timestamp

Robert Murphy

rmurphy@alpinecc.us

CEO

Alpine Communication Corp

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Robert Murphy

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Signed: 2/26/2026 8:24:07 AM

Signature Adoption: Pre-selected Style

Using IP Address: 72.189.37.165

Electronic Record and Signature Disclosure:

Accepted: 2/23/2026 9:22:48 AM

ID: 4f75c027-8c19-4633-91a7-4cb191aef4e0

William E. Sexton, Esq.

wsexton@ocalaf1.gov

City Attorney

Security Level: Email, Account Authentication
(None)

Signed by:

William E. Sexton, Esq.

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Janice Mitchell

jmitchell@ocalaf1.org

CFO

City of Ocala

Security Level: Email, Account Authentication
(None)

Signed by:

Janice Mitchell

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Angel B. Jacobs

ajacobs@ocalaf1.org

City Clerk

Security Level: Email, Account Authentication
(None)

Signed by:

Angel B. Jacobs

8DB3574C28E54A5...

Sent: 2/27/2026 9:13:33 AM

Viewed: 2/27/2026 9:33:12 AM

Signed: 2/27/2026 9:33:34 AM

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	2/26/2026 8:03:29 AM
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Envelope Updated	Security Checked	2/26/2026 8:03:29 AM
Certified Delivered	Security Checked	2/27/2026 9:33:12 AM
Signing Complete	Security Checked	2/27/2026 9:33:34 AM
Completed	Security Checked	2/27/2026 9:33:34 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.