



DARK FIBER LEASE AGREEMENT

THIS DARK FIBER LEASE AGREEMENT ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **OTI FIBER, LLC D/B/A OPTICALTEL**, a limited liability company duly organized and authorized to do business in the state of Florida (EIN: 81-4665140) ("OpticalTel").

WHEREAS, OpticalTel City owns and operates a fiber optic telecommunications network as part of its utility in and around the City of Ocala consisting of one or more strands of optical fiber; and

WHEREAS, the City desires to lease from OpticalTel the right to utilize certain strands of dark fiber located along specified routes within OpticalTel's fiber optic telecommunications network, as further described herein; and"

WHEREAS, OpticalTel agrees to grant such lease to City subject to the terms and conditions set forth in this Agreement and any subsequent addenda.

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

1. **RECITALS.** City and OpticalTel hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and OpticalTel shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement and the quote submitted by OpticalTel in response to same (the "Solicitation Documents"). 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.

A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

Exhibit A: Service Level Agreement (A-1 through A-2)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A.

SCOPE OF SERVICES. OpticalTel shall provide all materials, labor, supervision, tools, accessories, equipment necessary for OpticalTel to perform its obligations under this Agreement as set forth in the attached **Exhibit A – Service Level Agreement**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.

3. **LEASE PAYMENTS AND LOCATIONS.** City shall pay OpticalTel an amount no greater than **EIGHT HUNDRED ELEVEN AND 46/100 DOLLARS PER MONTH (\$811.46/Month)** (the "Recurring Monthly Rate") over the contract term as full and complete compensation for the monthly delivery of dark fiber strands specifically identified as follows:

A. **Locations:**

LOCATION	QTY	DESCRIPTION	MONTHLY RATE
Marion IT/Dunnellon Library 20351 Robinson Road- Dunnellon, FL 34331	1	Dark Fiber	\$611.46
Marion County IT KP Hole 9435 SW 190 th Avenue Road- Dunnellon, FL 34432	1	Dark Fiber	\$100.00
Marion County IT Fire Station No. 31 11240 SW Highway 484- Dunnellon, FL 34432	1	Dark Fiber	\$100.00

- B. **GRANT OF LEASE IN DARK FIBERS.** Subject to the terms and conditions of this Agreement, OpticalTel grants to City, and City accepts from OpticalTel, the right and privilege to use certain leased dark fibers and other infrastructure required for the operation of the leased dark fibers specifically identified in **Paragraph 3(A) – Locations** below including but not limited to the network, rights-of-way, easements, and cable, subject to any real property and contractual limitations and restrictions pertinent thereto (collectively the “Leased Infrastructure”).
- C. **Lawful and Permissive Use.** City shall be entitled to use the Leased Infrastructure solely for lawful purposes in a manner which does not materially interfere with or adversely affect the use and operation of OpticalTel’s fiber optic telecommunications network, cable, leased dark fibers, or leased infrastructure.
- D. **No Possessory Interest.** City agrees that all rights, title, and interest in OpticalTel’s fiber optic telecommunications network, cable, leased dark fibers, or leased infrastructure shall at all times remain exclusively with OpticalTel. Nothing in this Agreement shall be construed to convey any ownership interest, estate, or property interest in any OpticalTel owned real or personal property.
- E. **System Connection and Repairs.** OpticalTel shall perform routine maintenance and repair of the leased infrastructure at OpticalTel’s expense unless said maintenance or repair relates to work necessitated by City’s negligence or willful misconduct. City shall be responsible for all equipment, materials, and facilities on City’s side of the endpoints in connection with City’s use of the leased infrastructure.
- F. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager’s approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- G. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by OpticalTel; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project



Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to OpticalTel within **THIRTY (30)** calendar days of the OpticalTel's remedy or resolution of the inadequacy or defect.

- H. **Excess Funds.** If due to mistake or any other reason OpticalTel receives payment under this Agreement in excess of what is provided for by the Agreement, OpticalTel shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of OpticalTel'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.
- I. **Amounts Due to the City.** OpticalTel must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to OpticalTel may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
- J. **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. OpticalTel shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will OpticalTel be authorized to use City's Tax Exemption Number for securing materials listed herein.
- 4. **TERM OF AGREEMENT.** This Agreement shall become effective and commence on which both parties have executed this Agreement and continue in effect for a term of **TWO (2) YEARS**, (the "Initial Term"). Thereafter, this Agreement may be renewed for additional periods by written consent between City and OpticalTel.
- 6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
 - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. OpticalTel performance shall be extended for a number of days equal to the duration of the force majeure. OpticalTel shall be entitled to an extension of time only and, in no event, shall OpticalTel be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
- 7. **INSPECTION AND ACCEPTANCE OF THE WORK.** OpticalTel shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by OpticalTel under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
 - A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work,



the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by OpticalTel in its Bid. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

- B. Neither the City Project Manager's review of OpticalTel's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control OpticalTel's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident OpticalTel's furnishing and performing the work.
8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of OpticalTel to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing OpticalTel written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to OpticalTel by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
- (1) OpticalTel fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) OpticalTel provides material that does not meet the specifications of the Agreement;
 - (3) OpticalTel fails to complete the work required within the time stipulated in the Agreement; or
 - (4) OpticalTel fails to make progress in the performance of the Agreement and/or gives City reason to believe that OpticalTel cannot or will not perform to the requirements of the Agreement.
- B. **OpticalTel's Opportunity to Cure Default.** City may, in its sole discretion, provide OpticalTel with an opportunity to cure the violations set forth in City's notice of default to OpticalTel. OpticalTel shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare OpticalTel to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon OpticalTel Default.** In the event that OpticalTel fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another OpticalTel to complete the required work in accordance with the needs of City;



- (3) City shall be entitled to recover from OpticalTel all damages, costs, and attorney's fees arising from OpticalTel's default prior to termination; and
- (4) City shall be entitled to recovery from OpticalTel any actual excess costs by: (i) deduction from any unpaid balances owed to OpticalTel; or (ii) any other remedy as provided by law.
- D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to OpticalTel without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, OpticalTel shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. OpticalTel shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by OpticalTel as permitted under this Agreement and approved by City.
- 9. **DELAYS AND DAMAGES.** The OpticalTel agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The OpticalTel also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
- 10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate OpticalTel's performance. Any such evaluation will become public record.
- 11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any OpticalTel who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
- 12. **OPTICALTEL REPRESENTATIONS.** OpticalTel expressly represents that:
 - A. OpticalTel has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by OpticalTel under this Agreement.
 - B. OpticalTel has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by OpticalTel in the Contract Documents, and that the City's written resolution of same is acceptable to OpticalTel.
 - C. OpticalTel is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - D. **Public Entity Crimes.** Neither OpticalTel, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors, or executives, nor any of its affiliates, OpticalTels, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. OpticalTel understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction



of business with any public entity or with an agency or political subdivision of any other state or with the United States..." OpticalTel further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a OpticalTel, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **OPTICALTEL RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the OpticalTel:
 - A. OpticalTel shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. OpticalTel shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
 - C. OpticalTel shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. OpticalTel shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
 - E. OpticalTel shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as OpticalTel and City may otherwise agree in writing.
14. **WARRANTY.** OpticalTel warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents.
 - A. OpticalTel shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **ONE (1) YEAR** from the date of Final Completion.
 - B. OpticalTel shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **ONE (1) YEAR** from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer.
 - C. OpticalTel shall obtain for the benefit of City and Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment, or supplies manufactured, furnished, or installed. All written warranties for work, materials, or equipment supplied must be provided to the City Project Manager before final payment will be authorized.
15. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with OpticalTel or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.



16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to OpticalTel. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.
17. **COMMERCIAL AUTO LIABILITY INSURANCE.** OpticalTel 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 OpticalTel's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If OpticalTel does not own vehicles, OpticalTel shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to OpticalTel's Commercial General Liability policy or separate Commercial Automobile Liability policy.
18. **GENERAL LIABILITY INSURANCE.** OpticalTel 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 subcontractors.
 - 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.
19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by OpticalTel 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. OpticalTel shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. OpticalTel shall waive and shall ensure that OpticalTel's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. OpticalTel'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.
20. **ADDITIONAL INSURANCE REQUIREMENTS.**
 - A. OpticalTel's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by OpticalTel shall not be interpreted as limiting OpticalTel'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 OpticalTel's interests or liabilities or to protect OpticalTel from claims that may arise out of or result from the negligent acts, errors, or omissions of OpticalTel, any of its agents or subcontractors, or for anyone whose negligent act(s) OpticalTel may be liable.
 - B. No insurance shall be provided by the City for OpticalTel under this Agreement and OpticalTel 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 OpticalTel under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall OpticalTel 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. **OpticalTel 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.** OpticalTel'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.** OpticalTel'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 OpticalTel's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of OpticalTel 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 OpticalTel. OpticalTel'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.** OpticalTel 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.
21. **SAFETY/ENVIRONMENTAL.** OpticalTel shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. OpticalTel shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. OpticalTel shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:



- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials, and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by OpticalTel, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by OpticalTel. OpticalTel's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

- 22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the OpticalTel shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
- 23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of OpticalTel or any other persons or organizations having a direct contract with OpticalTel, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of OpticalTel or any other persons or organizations having a direct contract with OpticalTel, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any OpticalTel, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
- 24. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, OpticalTel, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized, and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays, or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. OpticalTel shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. OpticalTel's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
- 25. **INDEPENDENT CONTRACTOR STATUS.** OpticalTel acknowledges and agrees that under this Agreement, OpticalTel and any agent or employee of OpticalTel shall be deemed at all times to be an independent OpticalTel and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither OpticalTel nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither OpticalTel nor its agents or employees shall have employee status with City. Nothing in this



Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by OpticalTel in its performance of its obligations under this Agreement.

26. **ACCESS TO FACILITIES.** City shall provide OpticalTel with access to all City facilities as is reasonably necessary for OpticalTel to perform its obligations under this Agreement.
27. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
28. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by OpticalTel under this Agreement be abandoned, or should OpticalTel become insolvent, or if OpticalTel shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
29. **PUBLIC RECORDS.** OpticalTel shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, OpticalTel 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 OpticalTel 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 OpticalTel or keep and maintain public records required by the public agency to perform the service. If OpticalTel transfers all public records to the public agency upon completion of the contract, OpticalTel shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OpticalTel keeps and maintains public records upon completion of the contract, OpticalTel 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 OPTICALTEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OPTICALTEL'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.

30. **AUDIT.** OpticalTel 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.
31. **PUBLICITY.** OpticalTel 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.
32. **E-VERIFY.** Pursuant to section 448.095, OpticalTel 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. OpticalTel 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, OpticalTel 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. OpticalTel understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and OpticalTel 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. OpticalTel 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.
33. **CONFLICT OF INTEREST.** OpticalTel 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. OpticalTel shall further disclose the name of any City employee who owns, directly or indirectly, any interest in OpticalTel'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.
34. **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.
35. **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.
36. **INDEMNITY.** OpticalTel shall indemnify and hold harmless City and its elected officials, employees and volunteers against and 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 OpticalTel, its agents, and employees.



37. **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.
38. **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 OpticalTel:	OTI Fiber, LLC d/b/a OpticalTel Attention: Alfredo Cubina, Director, Business Solutions 1360 South Dixie Highway, Suite 200 Coral Gables, FL 33146 Phone: (855) 303-4237 E-mail: acubina@opticaltel.com
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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
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Copy to:	William E. Sexton, Esq., City Attorney City of Ocala 110 SE Watula Avenue, 3 rd Floor Ocala, Florida 34471 Phone: 352-401-3972 E-mail: cityattorney@ocalafl.gov
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39. **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.
40. **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.

41. **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.
42. **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.
43. **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.
44. **MUTUALITY OF NEGOTIATION.** OpticalTel and City acknowledge that this Agreement is a result of negotiations between OpticalTel 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.
45. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
46. **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.
47. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
48. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
49. **ELECTRONIC SIGNATURE(S).** OpticalTel, 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.

50. **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.

51. **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.

IN WITNESS WHEREOF, the parties have executed this Agreement on 4/23/2025.

ATTEST:

CITY OF OCALA

Signed by:
Angel B. Jacobs
B0B3574C2B854A3...
Angel B. Jacobs
City Clerk

Signed by:
Janice Mitchell
55198B43858A4E1...
Janice Mitchell
Chief Financial Officer

Approved as to form and legality:

OTI FIBER, LLC D/B/A OPTICALTEL

Signed by:
William E. Sexton, Esq.
B07D9FCAE8E429...
William E. Sexton, Esq.
City Attorney

Signed by:
Alfredo Cubina
6A1220278495402...

By: Alfredo Cubina
(Printed Name)

Title: Vice President, Business and Government Affairs
(Title)

Exhibit A -Addendum to Dark Fiber Service Agreement**Addendum to Dark Fiber Service Agreement**

The terms and conditions contained in this Addendum will be incorporated into the Dark Fiber Lease Agreement between OpticalTel and the City of Ocala for dark fiber circuits.

Section 7 - OpticalTel Network Service Level Agreement**1) Application of OpticalTel SLA**

This OpticalTel (OpticalTel) Service Level Agreements (SLA) is governed by the customer service agreement. Maintenance of the local circuit (local loop) shall be the responsibility of the local carrier, however; OpticalTel will provide the following SLA with certain rights and remedies regarding the performance of the OpticalTel (as defined below) to customers with term commitments of one or more years. This SLA applies only to Customers receiving the following services from OpticalTel:

- (i) Metro Ethernet
- (ii) Dark Fiber Circuits

Notwithstanding the foregoing, the OpticalTel SLA does not apply to OpticalTel customers for services such as, Web & Email hosting, xDSL, ISDN or Dial-up access services.

2) Definitions

For purposes of this SLA, the following terms have the meanings set forth below:

"Local Loop" is a leased circuit provided by a third party, which OpticalTel uses to connect a customer to its POP. The local loop is provided by local Telco provider within the customer area. OpticalTel will extend the Local Carriers local loop SLA's. Local Carrier SLA's may be furnished to customer upon request.

"Scheduled Maintenance" refers to any upgrades or modifications to the OpticalTel Backbone (or portion thereof). Scheduled maintenances may temporarily degrade the quality of service or include short interruptions of service. OpticalTel will attempt to ensure that any interruption of service is kept to a minimum and performed between the hours of 12:00am & 6:00am EST. Except in the case of an emergency, OpticalTel will attempt to provide the Customer with at least two (2) Business Days' notice of any maintenance of service. OpticalTel may undertake Emergency Network Maintenance at any time deemed necessary.

"Network Outage" means an instance in which no traffic can pass in or out through which Customer connects to the OpticalTel network for more than 15 consecutive minutes. Network Outage will not include Scheduled Maintenances, or any unavailability resulting from a) problems with Customer's applications, equipment or facilities; (b) negligence of Customer; (c) unavailability caused by companies other than OpticalTel, except OpticalTel -ordered local circuits where the local carriers SLA will be extended; or (d) Acts of God.

"Base Fee" consists solely of the base monthly fee paid by Customer for the affected OpticalTel service and excludes all other fees which might be charged to Customer, including, by way of example and not limitation, set-up fees, fees for local loop, space rental fees, charges for additional services such as managed services, incremental bandwidth usage, electricity, extra IP addresses, RAM, or hard drives beyond that which is available without additional charge under OpticalTel's standard rates, hourly support charges, and other types of optional additional services.

3) Summary of OpticalTel Network SLAs

OpticalTel network SLA commitment:

- (i) The OpticalTel network available to Customer free of Network Outages 99.9% of the time.

Exhibit A Addendum to Dark Fiber Service Agreement

4) OpticalTel Network Availability

OpticalTel's goal is to make the OpticalTel network available to Customers free of Network Outages 99.9% of the time. Mean Time to Restore commitment is 4 hours after confirmed notification of outage incident.

Subject to Sections 5 and 6 below, upon Customer's request, OpticalTel will issue a credit to Customer for Network Outages in an amount equal to one day's worth of the Base Fee paid by Customer, multiplied by each hour of the cumulative duration of such Network Outages during a particular month.

(ii) Credit Schedule: Beginning on the 61st minute of a sustained outage, OpticalTel will issue customer credits equivalent to one day of the Base Fee for every hour of downtime. Incidents lasting one hour or less are not subject to billing credits.

5) Exceptions

Customer shall not receive any credits under the SLA in connection with any failure or deficiency of the OpticalTel Backbone caused by or associated with the conditions described below:

- Circumstances beyond OpticalTel's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the OpticalTel Network SLAs; failure of access circuits to the OpticalTel Network, unless such failure is caused solely by OpticalTel; scheduled maintenance and emergency maintenance and upgrades; DNS issues outside the direct control of OpticalTel; false SLA breaches reported as a result of outages or errors of any OpticalTel measurement system; or Customer's acts or omissions (or act or omissions of others engaged or authorized by Customer), including without limitation, any negligence, willful misconduct, or use of the OpticalTel Network or OpticalTel services in breach of OpticalTel's Terms and Conditions of Service or OpticalTel's Acceptable Use Policy.
- Maintenance Windows: Scheduled Maintenance events not to exceed 6 hours in duration and notified to customer with a minimum 48-hour lead time are excluded from the outage calculation towards credits.

6) Credit Request and Payment Procedures

Credit will be granted upon customer request only. Credit requests must be provided to OpticalTel in writing. Verbal requests will not be honored. Each request in connection with a Network Outage must be received by OpticalTel within seven days of the Network Outage and must be confirmed by OpticalTel's measurements of the OpticalTel Backbone. OpticalTel must receive each request in connection with Latency or Packet Loss in a calendar month within seven days after the end of such month.

Each valid credit will be applied to Customer's invoice within two billing cycles after OpticalTel's receipt of Customer's request. Credits are exclusive of any applicable taxes charged to Customer or collected by OpticalTel.

Notwithstanding anything in this Network SLA to the contrary, the total amount credited to a Customer in connection with Network Outages in any calendar month will not exceed the Base Fee paid by Customer for such month.

The undersigned agree to the terms of the Addendum:

City of Ocala d/b/a Ocala Fiber Network

Optical Telecommunications, Inc.

Print Name

Date

Print Name

Date

Certificate Of Completion

Envelope Id: 880C15DE-A105-4187-B58A-13770E8FBD0A
 Subject: SIGNATURE: Dark Fiber Lease Agreement (OFN/250596)
 Source Envelope:
 Document Pages: 16
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
 Porsha Ullrich
 110 SE Watula Avenue
 City Hall, Third Floor
 Ocala, FL 34471
 pullrich@ocalafl.gov
 IP Address: 216.255.240.104

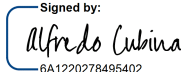
Record Tracking

Status: Original 4/15/2025 4:11:26 PM	Holder: Porsha Ullrich pullrich@ocalafl.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Ocala - Procurement & Contracting	Location: Docusign

Signer Events

Alfredo Cubina
 acubina@opticaltel.com
 Vice President, Business and Government Affairs
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 6A1220278495402...
 Signature Adoption: Pre-selected Style
 Using IP Address: 208.92.72.138

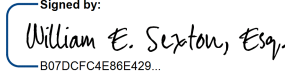
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 Viewed: 4/15/2025 4:15:20 PM
 Signed: 4/16/2025 9:16:26 AM

Electronic Record and Signature Disclosure:

Accepted: 4/15/2025 4:15:20 PM
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William E. Sexton, Esq.
 wsexton@ocalafl.org
 City Attorney
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signed by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

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 Signed: 4/22/2025 12:01:58 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Janice Mitchell
 jmitchell@ocalafl.org
 CFO
 City of Ocala
 Security Level: Email, Account Authentication (None)

Signed by:


 55198B43858A4E1...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

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 Signed: 4/23/2025 7:44:39 AM

Electronic Record and Signature Disclosure:

Accepted: 4/23/2025 7:42:45 AM
 ID: a4860d68-af04-45ce-bd57-9f064788843e

Angel B. Jacobs
 ajacobs@ocalafl.org
 City Clerk
 Security Level: Email, Account Authentication (None)

Signed by:

 8DB3574C28E54A5...
 Signature Adoption: Pre-selected Style
 Using IP Address: 216.255.240.104

Sent: 4/23/2025 7:44:41 AM
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 Signed: 4/23/2025 8:27:09 AM

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/15/2025 4:13:33 PM
Certified Delivered	Security Checked	4/23/2025 8:26:50 AM
Signing Complete	Security Checked	4/23/2025 8:27:09 AM
Completed	Security Checked	4/23/2025 8:27:09 AM
Payment Events	Status	Timestamps
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.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- 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.