

**FOURTH AMENDMENT TO AGREEMENT TO PROVIDE
AERIAL FIBER INSTALLATION SERVICES - ONGOING**

THIS FOURTH AMENDMENT TO AGREEMENT TO PROVIDE AERIAL FIBER INSTALLATION SERVICES - ONGOING ("Fourth Amendment") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **SERVICE AND TECHNOLOGY NETWORK SOLUTIONS, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 20-2532775) ("Vendor").

WHEREAS, on November 23, 2020, City and Vendor entered into an Agreement to Provide Aerial Fiber Installation Services - Ongoing (the "Original Agreement"), City of Ocala Contract No.: OFN/200700, for a term of two years from November 17, 2020 through November 16, 2022; and

WHEREAS, on August 24, 2021, City, and Vendor entered into a First Amendment to Provide Aerial Fiber Installation Services - Ongoing (the "First Amendment") to attach and incorporate the proper Exhibit A and Exhibit B to the Original Agreement; and

WHEREAS, on June 28, 2022, City, and Vendor entered into a Second Amendment to Provide Aerial Fiber Installation Services - Ongoing (the "Second Amendment") to increase the compensation of the Original Agreement to support expansion, customer growth and network reliability; and

WHEREAS, on November 8, 2022, City, and Vendor entered into a Third Amendment to Agreement to Provide Aerial Fiber Installation Services – Ongoing (the "Third Amendment") extending the term of the Original Agreement for a one-year period, from November 17, 2022 to November 16, 2023; and

WHEREAS, City and Vendor desire to extend the Original Agreement, as amended, for the final available one-year renewal period and to revise the unit pricing in Exhibit B.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Vendor agree as follows:

1. **RECITALS.** City and Vendor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Vendor, as amended, is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this Fourth Amendment.
3. **RENEWAL TERM.** The Original Agreement, as amended, is hereby renewed for a one-year term beginning **NOVEMBER 17, 2023** and terminating **NOVEMBER 16, 2024**.
4. **AMENDMENT TO EXHIBIT B – PRICE PROPOSAL.** The document attached to the Original Agreement, as amended, as **Exhibit B – Price Proposal** is hereby deleted in its entirety and replaced with **Amended Exhibit B – Price Proposal**.
5. **COMPENSATION.** City shall pay Vendor a maximum limiting amount not to exceed **ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory provision of materials and services over the course of the one-year renewal term in accordance with the Contract Documents.

6. **NOTICES.** All notices, certifications or communications required by this Fourth Amendment 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 email. All notices shall be addressed to the respective parties as follows:

If to Vendor: Service and Technology Network Solutions, Inc.
Attention: David Perdue
9288 SW 38th Avenue
Ocala, FL 34474
E-Mail: dperdue1959@yahoo.com
PH: 352-274-6689

If to City: Daphne Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
PH: 352-629-8343
E-Mail: notices@ocalafl.gov

with copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, FL 34471
E-Mail: wsexton@ocalafl.gov
PH: 352-401-3972

7. **COUNTERPARTS.** This Fourth Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
8. **ELECTRONIC SIGNATURE(S).** Vendor, 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 Fourth Amendment. Further, a duplicate or copy of the Fourth Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Fourth Amendment for all purposes.
9. **LEGAL AUTHORITY.** Each person signing this Fourth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fourth Amendment 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 Fourth Amendment.

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



IN WITNESS WHEREOF, the parties have executed this Fourth Amendment on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

**SERVICE AND TECHNOLOGY NETWORK
SOLUTIONS, INC.**

William E. Sexton, Esq.
City Attorney

Signature

Printed Name

Title

Item	Description	UOM	Original Agreement Unit Price	Renewal Price
1	Install ADSS fiber cable from 4 to 12 count flat	LF	\$0.95	\$0.98
2	Install ADSS fiber cable 24 count (no link extensions)	LF	\$0.95	\$0.98
3	Install ADSS fiber cable from 48 to 288 count	LF	\$1.30	\$1.34
4	Install ADSS fiber cable service drop	EA	\$125.00	\$128.75
5	Install U-guards per pole	EA	\$65.00	\$66.95
6	Wreck out aerial cable	LF	\$0.70	\$0.72
7	Install down guy	EA	\$75.00	\$77.25
8	Install strand and lash fiber cable	LF	\$1.10	\$1.13
9	Miscellaneous hourly labor	HR	\$85.00	\$87.55
10	Install vault or pedestal	EA	\$75.00	\$77.25
11	Install 6" dia X 67" guy anchor (labor only)	HEA	\$45.00	\$46.35