

**MEMORANDUM**

**TO:** MAYOR AND CITY COMMISSION

**FROM:** CITY ATTORNEY'S OFFICE

**DATE:** March 7, 2016

**RE: Fiber Optic (Dark Fiber) License Use Agreement Template for Monthly Billing**

On October 19, 2015, the City Commission approved a Fiber Optic (Dark Fiber) License Use Agreement template, which included annual payment provisions for Licensees seeking to utilize the City's Dark Fiber network. The attached proposed Dark Fiber License Use Agreement template includes language for "monthly" invoicing to Licensees.

In order to support the additional administration of monthly billing, which includes costs associated with the frequency of invoicing and the receiving/posting of license fees by the City's Customer Billing Department, the monthly billing Dark Fiber Template Agreement includes a \$500 administrative fee that will be invoiced to the Licensee in advance annually for the term of the Agreement.

With the exception of the monthly invoicing and administrative fee, the Dark Fiber Agreement for monthly billing is the same as the annual billing template Dark Fiber Agreement previously approved by the City Commission. Specifically, the attached Agreement contains standard provisions relating to a three (3) year term with the ability for either party to terminate the Agreement upon ninety (90) days prior written notice, a license fee based on the City's standard rate of \$100 per fiber, per mile, per month, and a requirement that the Licensee pay for any applicable make-ready /connectivity fees.

Accordingly, attached hereto for your consideration is the proposed Fiber Optic (Dark Fiber) License Use Agreement Template for monthly billing. Subject to the City Attorney's office review and acceptance of each Agreement, staff is also requesting the City Commission adopt this form Agreement for future use without requiring individual submittal for approval by the City Commission and are further requesting the City Manager be designated as the authority to sign all future agreements.

RS  
attachment

**FIBER OPTIC  
(DARK FIBER)  
LICENSE USE AGREEMENT  
MONTHLY BILLING**

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 between the CITY OF LAKELAND, FLORIDA, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "Licensor", and \_\_\_\_\_, a \_\_\_\_\_ corporation licensed to do business in Florida, hereinafter referred to as "Licensee". Licensor and Licensee shall hereinafter be referred to collectively as "the Parties."

**W I T N E S S E T H:**

**WHEREAS**, the Licensee desires to license the use of Dark Fiber optic filaments within the Licensor's electric department's service territory; and

**WHEREAS**, Licensor is installing and operating a fiber optic network throughout Licensor's electric department's service territory; and

**WHEREAS**, Licensor is willing to provide Dark Fiber optic filaments to the Licensee at the specified locations as set forth herein;

**NOW THEREFORE**, in consideration of the benefits flowing to the respective Parties and the covenants set forth herein, it is mutually agreed as follows:

**Section 1 - Intent**

1.1 The intent of this Agreement is for Licensor to provide Licensee the use of a point to point Dark Fiber optic link, as defined in Section 2.3 below, consisting of \_\_\_\_\_ (how many) dark single mode fibers from a single mode fiber cable meeting or exceeding standards of SMF 28 and all other applicable industry standards. The facilities will be overhead and underground installations typically within public right-of-ways. The Licensor shall be responsible for total installation including permitting, except as detailed in Section 3.6. Licensor shall install fiber cable at Points of Ownership locations as identified and described in Section 3. The Licensor shall perform all maintenance of the facilities for the term hereof. It is further the intent of the Parties to this Agreement that the Licensee will pay Licensor a monthly License Fee payment for the use and maintenance of the provided Dark Fibers as specified herein.

## **Section 2 – Definitions**

As used in this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

2.1 Cable - shall mean a single mode fiber cable installed and owned by Licensor meeting or exceeding SMF 28 or any other applicable industry standard.

2.2 Connectivity Date – shall mean the date Licensor provides Licensee with written notice that the dark fiber route, as defined in Section 3.7, has been completed and confirmed by the Parties to the Agreement.

2.3 Dark Fiber - means only the continuous filament fiber as a "conduit" for the transmission of signals, **not** the electronic signals. For clarification purposes, a Cable is composed of multiple Dark Fiber filaments or strands.

2.4 Facilities – shall mean all Licensor owned fiber cables, utility poles, duct systems, pullboxes, splice closures, support hardware and any and all other ancillary material required for the project. Any electronic equipment required to transport signals on the network and any equipment owned by the Licensee are not included as Facilities.

2.5 Force Majeure – shall mean any event or cause beyond the reasonable control of either Party, that cannot be prevented or eliminated by the exercise of prudent utility practices, including, but not limited to, strikes or other labor problems; accidents; acts of God; fire; flood; severe storm; lightning; material or facility shortages or unavailability not resulting from the non-performing party's failure to timely place orders therefore; change in governmental codes, ordinances, laws, rules, or regulations; condemnation or exercise of rights of eminent domain; war or civil disorder; acts of terrorism or any other cause beyond the reasonable control of either Party, which prevents either Party from performing all or any part of any material obligation under the terms of this Agreement.

2.6 Maintenance – shall mean only work which must be performed upon or to the Licensor-owned facilities, to ensure the continuity of an acceptable signal (in conformance with the Manufacturer's specifications) being transmitted through the fibers, or to ensure the safety and reliability of the Licensor-owned facilities. Maintenance shall not include any work associated with either any equipment owned by the Licensee or equipment that sends, receives, interprets, or modifies a signal or signal data.

2.7 Network – shall mean the fiber optic cable and support facilities, to include any existing or newly installed utility poles or duct system, owned by Licensor and through which data may be transmitted and/or received. Electronic equipment required to transport signals on the network shall be

provided by Licensee as set forth herein and shall not be included as part of the network, except as may be otherwise stated herein.

2.8 Point(s) of Ownership – shall mean the demarcation or “demarc” point(s) at which Licensor provides termination of or access to the \_\_\_\_\_ (how many) Dark Fibers, as further identified in Section 3 - Scope of Work, of this Agreement.

2.9 Project – shall mean the work processes required for Licensor to complete all requirements of this Agreement that will provide connectivity via Dark Fiber to Licensee between Points of Ownership location A and location B.

2.10 Project Completion - shall occur at such time that Licensor provides notice to the Licensee that the Cable has been installed and tested to be satisfactory in accordance with the manufacturer’s specifications and all Points of Ownership have been completed in Licensor’s equipment.

### **Section 3 – Scope of Work**

3.1 Cable Installation. Licensor has installed or will cause to be installed, the necessary Cable between the Points of Ownership sufficient to provide Licensee with the use of \_\_\_\_\_ (how many) Dark Fibers.

3.2 Schedule for Installation. The Parties shall mutually agree to a schedule for all work contemplated by this Agreement. The schedule shall be in writing and initialed by the Licensee and the Licensor’s designated representative for Operational Notice and Routine Maintenance as identified in Section 12 of this Agreement.

3.3 Ownership. Licensor shall own the entire Project Facilities including outer and inner jackets, all fiber tubes, and all of the fiber filaments contained therein. Subject to the terms and conditions hereof, the Licensee shall, through this Agreement, have the exclusive right of use of \_\_\_\_\_ (how many) of the Dark Fiber filaments contained in the Cable.

3.4 Facilities Maintenance. All maintenance on the Facilities shall be performed by Licensor at Licensor's sole expense. Routine maintenance requiring or causing signal interruption shall be coordinated between the Parties. Licensor shall perform emergency maintenance and restoration of service as soon as reasonably possible after notification that a problem exists. Where practical, Licensor shall provide Licensee a minimum of 72 hours notice in the event the Dark Fibers will be impacted or have an outage for any extended period of time. Notification shall be made as set forth in Section 12 hereof.

3.4.1 Emergency Restoration and Repair. Upon notification by Licensee, detection by Licensor, or a local emergency authority that Licensor’s Cable

Network is damaged, impaired, or not functioning, Licensor will make commercially reasonable efforts to respond to requests for emergency restoration. However, response times may be adversely affected by conditions outside of the control of Licensor, including, but not limited to Force Majeure events as described herein.

3.5 Equipment. Maintenance on the electronic equipment, or other equipment owned by the Licensee shall be performed by Licensee at Licensee's own expense. If Licensee requests Licensor to perform maintenance on the electronic equipment, such may be performed in accordance with Section 3.6 herein.

3.6 Additional Work by Licensor. If at any time the Licensee desires additional work to be performed by Licensor which is not included in the Project, such work shall be placed under a service order and mutually agreed to in writing between the Parties and paid for by Licensee in accordance with Licensor's Time and Material Rate Schedule in effect at that time. Licensor will make every reasonable effort to accommodate the Licensee in its need, but is under no obligation to accept additional work.

3.7 Route. The City of Lakeland shall provide a linear route consisting of \_\_\_\_ (how many) dark fibers within the existing City of Lakeland fiber optic network. The route will extend from **location A** at \_\_\_\_\_ and **location B** at \_\_\_\_\_, as more fully described below and detailed in Exhibit "A" – Fiber Route Map attached hereto.

3.7.1 **Location A: EXAMPLE** The City of Lakeland Point of Ownership will be in an existing City of Lakeland Network Access location, assigned as \_\_\_\_\_. This location is an aerial splice cabinet located on the NE corner of N. Chestnut Rd. & Crutchfield Rd.

3.7.2 **Location B: EXAMPLE** The City of Lakeland Point of Ownership will be in a newly installed handhole located in the public rights-of-way on the south west corner of Griffin Rd. & Providence Rd. The handhole lid is stamped for identification as, "COL Communications".

3.7.3 Estimated route distance is \_\_\_\_\_ miles x \_\_\_\_\_ fibers = \$\_\_\_\_\_ per month x 12 months = \$\_\_\_\_\_. Upon Project completion, an optical test using an Optical Time Domain Reflectometer (OTDR) will be employed to verify the distance between the demarcation points. The distance as verified by the OTDR will be the final determiner for calculating distance in the License Fee calculation. This documentation will be provided for as an attachment in the As-Built Acceptance Document.

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\* This rate is based on \$100 per fiber per mile per month.

## **Section 4 – Term and Termination**

4.1 Term. This Agreement shall be in full force and effective as of the date first written above. The initial term shall commence on the Connectivity Date, and unless sooner terminated in accordance with its terms, shall remain in effect for an initial term of three (3) years. Thereafter, the Agreement shall automatically renew on an annual basis unless one party provides the other with ninety (90) days' advance written notice of its intent not to renew.

4.2 Termination for default.

4.2.1 The Licensee shall have the right to terminate this Agreement upon thirty (30) days' prior written notice if Licensor defaults in its material obligations hereunder and fails to cure such default identified in said notice within said thirty (30) day period, or if the default is not capable of being cured within such thirty (30) day period, Licensor fails to promptly begin cure of the default and does not proceed to cure within a reasonable period not to exceed forty-five (45) days from the date of the initial notice of default.

4.2.2 Licensor shall have the right to terminate this Agreement if Licensee fails to make any license payment within thirty (30) days of the due date. Licensor's sole remedy for Licensee's termination by default in the initial term or any renewal term shall be a lump sum payment to the Licensor of an amount equal to the license payments beginning from the date of default through the remaining time (calculated in whole months) on the initial term or any renewal term.

4.2.3 Licensee's sole remedy for Licensor's termination by default in the initial term or any renewal term shall be a lump sum prorated refund to the Licensee of the Licensee Fee calculated from the date of default to the remainder of the year in which a license payment is made.

4.3 Termination without cause. Either Party may terminate this Agreement without cause upon ninety (90) days' prior written notice or upon such shorter notice as may be mutually agreed-upon in writing by the Parties. In the event Licensee terminates this Agreement without cause, Licensee shall make a payment to Licensor in an amount equal to half the license payments beginning from the effective date of termination through the remaining term of the Agreement. If Licensor terminates this Agreement without cause, Licensor shall pay Licensee a lump sum prorated refund from the effective date of termination through the remainder of the term of the Agreement that was paid in advance.

## **Section 5 – Payment and Billing**

5.1 Licensee shall pay Licensor a one-time fee of \$\_\_\_\_\_ for make-ready and connectivity for establishing this route as specified in Section 3. This fee shall be due within twenty (20) days of the effective date of this Agreement. In addition, Licensee shall pay Licensor an annual fee of \$500.00 for administrative costs associated with monthly billing which shall be paid in advance and due on or before the first day of each annual term.

5.2 License Fee. Licensee shall pay Licensor a License Fee for use of the Dark Fibers provided by Licensor. The specified license fee shall commence on the date connectivity is established (Connectivity Date). Confirmation of the Connectivity Date shall be declared via written notice per Section 12 of this Agreement. The term and License Fee payable to the Licensor shall be \$\_\_\_\_\_ paid monthly, in advance and due on or before the first day of each month. Late payments, which shall be any installment received after the 5<sup>th</sup> day of the due date shall bear a late payment charge of five percent (5%) per month on the unpaid balance until paid in full. The License Fee shall be calculated in accordance with the provisions set forth in Section 3.7.3 of this Agreement.

5.3 Invoice and Payment. Invoices for any additional work (as referred to in Section 3.6 hereof) shall be presented to Licensee within thirty (30) days after completion of such work. Licensee shall remit payment within thirty (30) days of receipt of such invoice.

5.4 Payment Disputes. If a portion of any invoice is disputed, the undisputed amount shall be payable when due. In the event of a payment dispute, the disputing Party shall submit a written notice of said dispute within fifteen (15) days of receiving the invoice and provide a basis for the dispute. The Party receiving the written dispute shall issue a response to the disputing Party within fifteen (15) days of receipt of the written dispute. Upon determination of the correct amount, the remainder, if any, shall become due and payable. If within a reasonable period of time not to exceed sixty (60) days from the date of the disputed invoice, the Parties cannot determine or agree upon the correct amount of the disputed charge, either Party may exercise all remedies available at law or equity.

5.5 Escalation Clause. The license fee for the first annual renewal shall be the rate for the initial term plus 10% of the rate of the initial term. The license fee for any annual renewal thereafter shall be the rate for the preceding year plus 3% of the rate of the preceding year.

## **Section 6 – Force Majeure**

6.1 If, because of a Force Majeure, either Party is unable in whole or any part to carry out any of its material obligations under this Agreement and promptly

gives notice to the other Party of such Force Majeure, then the material obligations of the Party claiming Force majeure shall be suspended to the extent and for the period made reasonably necessary by such Force Majeure; provided however, that the Party claiming Force Majeure proceeds with all reasonable dispatch and employs such diligence as is reasonably necessary to remedy the event causing such Force Majeure. Should the condition of Force Majeure continue for a period of sixty (60) days following notice by the Party claiming Force Majeure of the event, than the other Party, upon thirty (30) days written notice to the Party claiming Force Majeure, may terminate this Agreement without liability.

## **Section 7 – Warranty**

7.1 Licensor warrants that it owns the Cable Network and all necessary appurtenances to the Cable Network, including manholes, handholes and conduit.

7.2 EXCEPT AS SET FORTH ABOVE, LICENSOR MAKES NO WARRANTY, EXPRESS, OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE CABLE NETWORK OR SERVICES PROVIDED HEREUNDER.

## **Section 8 – Limitation of Liability**

8.1 Notwithstanding anything in this Agreement to the contrary, save and except for the Termination Charges in Section 4 and the Installation and License Fees in Section 5, neither Party shall have any liability to the other Party, whether based on contract, warranty, tort, strict liability, contribution, indemnity or otherwise, for indirect, incidental, consequential, special, exemplary, or punitive damages of any other kind or nature whatsoever, resulting from the performance, nonperformance or breach of this Agreement.

## **Section 9 – Miscellaneous Provisions**

9.1 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and permitted assigns. For these purposes, the term “successor” shall include, without limitation, any entity or other person to whom Licensor transfers its electric utility operations, or its fiber communication operations.

9.2 Assignment. Notwithstanding the provisions of Section 9.1, Licensee may assign its rights and/or obligations hereunder to its parent, affiliates or subsidiaries upon written notice to Licensor. Licensee may assign its rights and/or obligations hereunder pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all of its assets upon prior



written consent of Licensor, which consent shall not be unreasonably withheld, provided that Licensee shall remain liable on each of its obligations hereunder notwithstanding such assignment.

9.3 Entire Agreement. This Agreement contains a complete statement of all of the arrangements and understandings between the Parties with respect to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. Any modifications to this Agreement shall be in writing and executed in the same manner as this Agreement.

9.4 Headings. The paragraph headings appearing in this Agreement are for convenience only and shall not affect the meaning or interpretation of the Agreement.

9.5 Waiver. The waiver by either Party of any default by the other Party hereunder, or the failure of either Party to, at any time, require strict compliance with any of the terms and conditions of this Agreement, shall not be deemed a waiver by such party of any default of the other or a waiver by any such Party of its right to strict compliance by the other Party.

9.6 Severability. If any provision of this Agreement is found contrary to law or unenforceable by any court, the remaining provisions shall be severable and enforceable in accordance with their terms, unless such unlawful or unenforceable provision is material to the transactions contemplated hereby, in which case the Parties agree to replace such unlawful or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of the unlawful or unenforceable provision.

9.7 Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to that State's choice of law or conflict of laws rules. Should suit be filed for any reason arising out of this Agreement, the Parties agree that venue for such action shall lie only in the State courts of competent jurisdiction sitting in Polk County, Florida, or in the United States District Court for the Middle District of Florida, Tampa Division, but, as to the federal court, only in the event of a claim involving a question of the interpretation or enforcement of rights or obligations, if any, arising under a federal statute or regulation. This subsection shall survive the termination of this Agreement for any reason.

9.8 Maintenance of Facilities. Licensor reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such a manner that will enable it to fulfill its own utility service requirements, and in accordance with the National Electric Safety Code (NESC) or any amendments or revisions of the NESC. Licensor shall exercise reasonable care to prevent interruption of Licensee's services or interference with the licensed

fiber arising in any manner out of the use of Licensor's poles hereunder. Licensor shall not, however, be liable to Licensee for any interruption to its services or interference with the operation of the System, unless such interruption and/or interference arise or arises from the gross negligence or willful misconduct of Licensor or its employees.

9.9 Remove or Relocate Poles. Licensor shall have the power at any time to remove or relocate any pole, wire, cable or structure that is dangerous to life or property without incurring any liability for such removal or relocation provided that Licensor shall restore such pole, wire, cable or structure that has been cut or removed as soon as commercially reasonable and be responsible for such removal and/or relocation costs.

9.10 Emergency or Disaster. If at any time, in case of emergency or disaster, it shall become necessary in the reasonable judgment of Licensor to cut or move any of the Network (excluding, however, any of Licensee's facilities or electronic equipment owned by Licensee), Licensor, at its expense, shall have the right to do so without incurring any liability, provided that Licensor shall restore any portion of the Network that has been cut or removed as soon as commercially reasonable

9.11 Pole Abandonment. If Licensor desires at any time to abandon any affected pole in the project, and such abandonment shall make the licensed facilities unusable, it shall give Licensee notice in writing to that effect promptly after it has made a determination to abandon any such facilities, but in no event less than ninety (90) days' prior to the date on which it intends to abandon such facility. If agreed to by both parties, and the Licensee has need for such pole/fiber to remain in place, the Licensor may, at its sole discretion, transfer ownership of the pole/fiber to the Licensee for a mutually agreed cost, and the Licensee shall save harmless Licensor of such pole/fiber from obligation, liability, damages, costs, expenses or charges incurred thereafter. It is not the intent of this provision to place an obligation upon the Licensor to transfer/sell abandoned facilities to the Licensee.

9.12 Sole Benefit. Nothing in this Agreement shall require the Licensor to maintain its poles for the sole benefit of leasing fiber to the Licensee. Should the Licensor no longer need the use of its poles, it may terminate this Agreement upon ninety (90) days' prior written notice to Licensee, and Licensee may make no claim for any damages what-so-ever.

9.13 Counterparts. The Parties shall execute two (2) originals of this Agreement, and Licensor shall provide Licensee one original of this Agreement, duly executed by the City Manager of the City of Lakeland or authorized designee and attested to by the City Clerk of the City of Lakeland.

9.14 Location of Facilities. The location of any overhead or underground facilities on the properties of Licensee will be mutually agreed upon between the Parties prior to installation. A signed-off "as-built" print or drawing and

agreement by duly authorized Licensor and Licensee representatives will be provided upon completion of installation and turn-up of the dark fiber routes and become an attachment to and part of this Agreement.

9.15 Cost of Relocation. If Licensor's facilities on Licensee's properties must be relocated at the request of Licensee, Licensee shall pay the cost of relocation in accordance with the Licensor's Time and Material Rate Schedule in effect at the time of such work and payable upon thirty (30) days after receipt of invoice from Licensor.

9.16 Fair Market Value for Services. The Parties acknowledge and agree that the fees and charges described in this Agreement represent the fair market value for the goods or services being licensed or rendered to Licensee by Licensor hereunder and have been bargained for by arm's-length bargaining. No fee or charge is based on or being paid for the value of the volume of any customer referrals.

9.17 Access to Records and Subcontractors Clause. Until the expiration of four (4) years after the furnishing of the Products, Goods and/or Services hereunder, Licensor shall, upon written request, make available to Licensee, or any of their duly authorized representatives, copies of this Agreement and such books, documents and records of Licensor that are reasonably necessary or, if applicable, expressly required by law to verify the nature and extent of the costs of the Products, Goods and/or Services rendered hereunder to the full extent required by the Omnibus Reconciliation Act of 1980, codified at 42 U.S.C. Section 1395x(v)(1)(A), or by any other applicable federal or state authority.

9.18 Public Records. Licensee shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Licensee in performance of services pursuant to this Agreement. In accordance with Florida Statute § 119.0701, Licensee shall be required to provide public access to such records at a cost that does not exceed the statutory requirements or as otherwise provided by law. In the event any such records are exempt or confidential from public records disclosure Licensee shall ensure that those records are not disclosed except as authorized by law. Licensee shall meet all requirements for retaining public records and shall transfer at no cost to the Licensor, all public records in possession of the Licensee upon termination of the Agreement and destroy duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Licensee in a format that is compatible with the information technology system of the Licensee.

## **Section 10 – Further Limitations**

10.1 Sole Use. The Dark Fibers licensed hereunder shall be for the sole use of the Licensee and may neither be resold, sub-licensed, nor otherwise conveyed by the Licensee to any third party or entity.

10.2 Governmental Functions Not Affected. Neither Licensor's entering into this Agreement, nor any provision hereof, shall be deemed to conflict with, limit, or preclude Licensor's enforcement of its ordinances and policies, or Licensor's exercise of its municipal government functions.

10.3 Third Party Consents. Loss or revocation of any third party consents shall be considered a force majeure event.

### **Section 11 – Special Conditions**

Notwithstanding any other term and condition of this Agreement, performance by Licensor is contingent upon Licensee securing and maintaining any necessary consents of the pertinent fee owner at any demarcation point. Any costs borne by the Licensor in securing said consents shall be reimbursed by the Licensee. Licensee, at their option, may secure consents on behalf of the Licensor provided that the Licensor is satisfied with the form and execution of the consents. Licensee shall arrange for such access to Licensee's or a third party's facilities and premises as Licensor may reasonably require to carry out Licensor's obligations hereunder.

### **Section 12 – Notice**

Any notice required hereunder shall be deemed to have been provided in accordance with this Agreement when received by the other Party as follows:

A. If to Licensor:

For Contractual Notice:

Contract Services  
City of Lakeland  
Dept. of Electric Utilities  
501 East Lemon Street  
Lakeland, FL 33801-5050  
(863) 834-6342

For Operational Notice and routine maintenance:

Paul Meyer, Fiber Optics Supervisor (CH-TELECOM)  
City of Lakeland  
Information Technology, Telecom  
3610 Drane Field Rd.  
Lakeland, FL 33811  
(863) 834-6899

After normal business hours (7 am to 4 pm – Monday through Friday excluding holidays) contact: (863) 834-8550

B. If to Licensee:

For Contractual Notices:

For Contractual Notice:  
Add Contact Name  
Address  
Tel: Add telephone numbers

For Operational Notices:

For Contractual Notice:  
Add Contact Name  
Address  
Tel: Add telephone numbers

**IN WITNESS WHEREOF**, this Agreement is entered into the date first written above.

**CITY OF LAKELAND**

**COMPANY NAME**

By: \_\_\_\_\_  
Anthony J. Delgado  
City Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

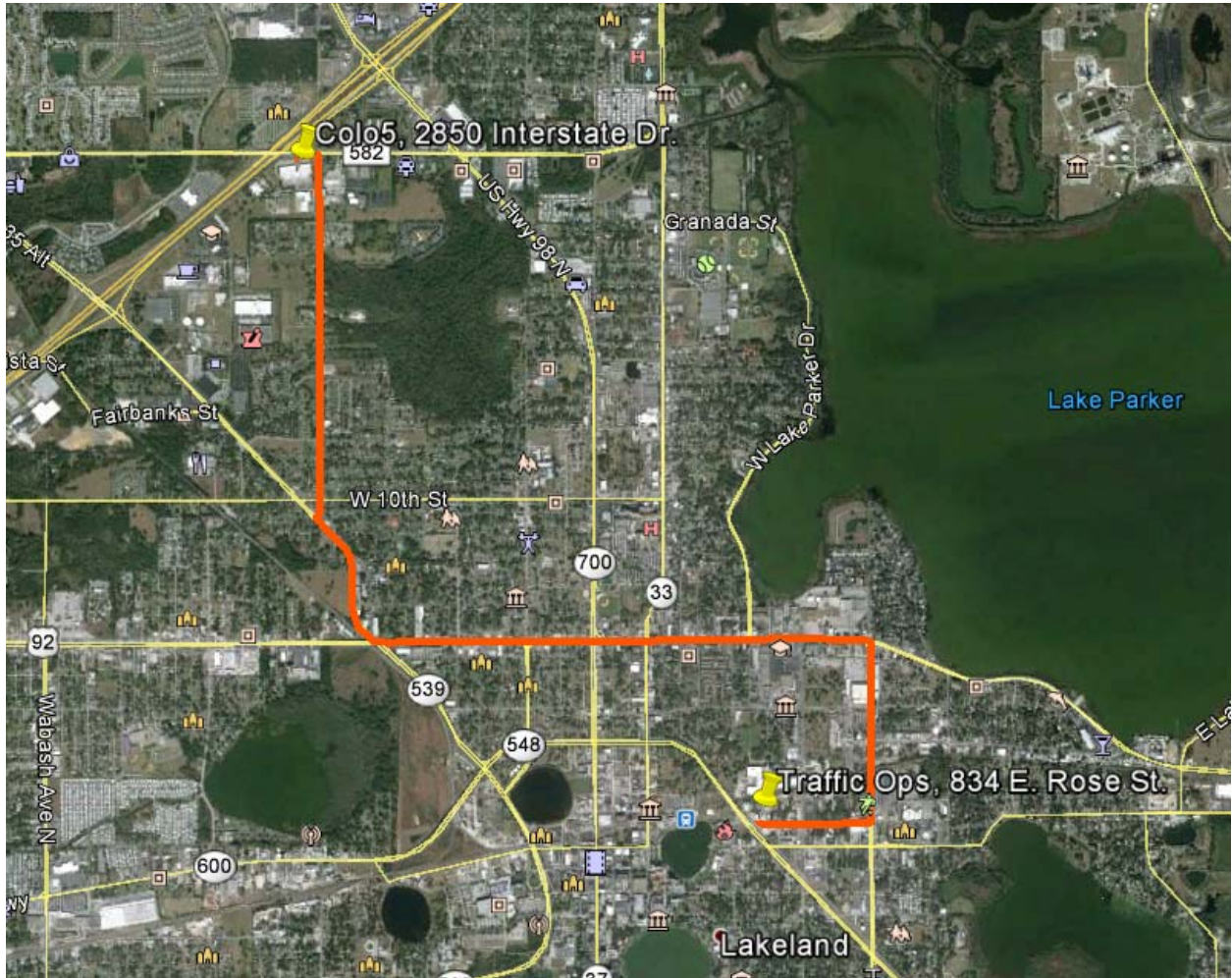
Attest: \_\_\_\_\_  
Kelly S. Koos  
City Clerk

Attest: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form and Correctness:

\_\_\_\_\_  
Timothy J. McCausland  
City Attorney

**EXHIBIT "A"**  
**Dark Fiber Route**



## **EXHIBIT “B”**

### **City of Lakeland Time & Material Rate Schedule**

Technician standard hourly rate (includes truck & tools): \$60.00

Technician overtime hourly rate (M-F after 4pm, weekends, holidays): \$90.00

Materials, equipment rentals, contractual services: cost plus 15%

#### Notes:

The above rates shall be effective for the period October 1, 2015 through September 30, 2016, the City of Lakeland’s fiscal year.

Rates are subject to review and modification on an annual basis.