

CITY OF CALHOUN, GEORGIA

**TELECOMMUNICATIONS SERVICES AGREEMENT**

Contract: 2021-1

THIS AGREEMENT, made and entered into this 11th day of January, 2021, by and between the City of Calhoun, Georgia, a municipal corporation (hereinafter "City") and Gordon County, 201 N Wall St., , Calhoun, GA, 30701 (hereinafter "Customer"), in consideration of the mutual promise made herein as follows:

**ARTICLE 1. GRANT OF RIGHT OF USE.**

City hereby grants to Customer the right to use the City's fiber optic telecommunications system under the terms and conditions stated in Articles 2 through Article 8 hereinafter.

**ARTICLE 2. TERM OF AGREEMENT.**

This Agreement will become effective on 1/22/2021 and will continue in effect for a period of 2 years.

**ARTICLE 3. SERVICES TO BE PERFORMED BY CITY.**

**3.1 Specific Services.** City agrees to provide the equipment and services according to the specifications appearing in Schedule A of the Agreement. City shall be the sole owner of such equipment and facilities.

**3.2 Method of Performing Services.** City will determine the method, details, and means of performing the services set forth in Schedule A to demarcation points identified as the input posts on the receiving routers at Customer's premises.

**3.3 Maintenance of Service and Equipment.** City will maintain service and equipment on all facilities outside the demarcation point, and Customer will be responsible for maintenance of facilities inside the demarcation point.

**ARTICLE 4. CHARGES FOR USE.**

Customer agrees to pay the City the sum set forth hereinafter in Article 4.1 on a monthly basis, payable on the receipt of bill each month and due by the 10th day of each month following delivery of the described service. Charges shall commence upon the City's regular monthly billing date following installation of the cable for the Customer and upon complete connectivity and testing of devices to ensure proper functionality.

**4.1 Rate.** An amount charged by the City from time to time as set by the Mayor and City Council of the City in its schedule of rates and charges but which initially shall be \$99 per month per site for 1 site(s) served for the first 2 year(s) plus a onetime connection fee of \$0.

Contract: 2021-1

Customer Initials: \_\_\_\_\_  
City Initials: \_\_\_\_\_

**4.2 Distribution Rate.** Should Customer distribute the service provided by City to a third party within the city service area (as defined by the Georgia Public Service Commission) any rate charged by Customer to third party shall not exceed 100 % of the rate charged by City to Customers as set from time to time by the Mayor and Council.

**ARTICLE 5. OBLIGATIONS OF CITY.**

City agrees to provide Customer with uninterrupted telecommunication service excepting routine maintenance and outages resulting from vandalism or natural causes such as, but not limited to, fire, electrical storm, wind, flooding, snow, blizzard, earthquake or from any other cause beyond the control of the City.

**5.1 Limited Liability.** City will not be liable to Customer, or to anyone who may claim any right due to a relationship with Customer, for any acts or omissions in the performance of services under the terms of the Agreement on the part of employees or agents of the City unless such acts or omissions are due to willful misconduct. Customer will indemnify and hold City free and harmless from any obligations, costs, claims, judgment, attorney's fees, and attachments arising from, growing out of, or in any way connected with the services rendered to Customer under the terms of the Agreement, unless the City is found guilty of willful misconduct in a court of competent jurisdiction.

**ARTICLE 6. OBLIGATIONS OF CUSTOMER.**

**6.1 Cooperation of Customer.** Customer agrees to comply with all reasonable requests of City and to provide access to all facilities necessary to perform installation and maintenance of service described in the Agreement.

**6.2 Facility Space.** Customer agrees to furnish space on Customer's premises for use by City to house equipment necessary to provide the service described herein.

**ARTICLE 7. TERMINATION OF AGREEMENT.**

**7.1 Expiration of Agreement.** Unless otherwise terminated as provided herein, this Agreement shall continue in force for a period of 2 year(s) and shall automatically revert to a Month-to-month status. At that time this agreement can be terminated with a written 30-day prior notice of intent to terminate.

**7.2 Termination on Occurrence of Stated Events.** This Agreement shall terminate automatically on the occurrence of (1) bankruptcy or insolvency of either party; (2) sale of the business of either party either or (3) assignment of the Agreement by Customer without the express written consent of the City.

**7.3 Termination by Customer for Default of City.** Should City default in the performance of this Agreement or materially breach any of its provisions, Customer may terminate this Agreement by giving written notification to

City. For the purposes of the paragraph, material breach of the Agreement shall include, but not be limited to, City's inability to consistently provide an uninterrupted data line service connection excepting those interruptions due to routine maintenance, results of natural causes and events and equipment failures addressed with timely remedies.

**7.4 Termination by City for Default of Customer.** Should Customer default in the performance of this Agreement or materially breach any of its provisions, City may terminate this Agreement by giving written notification to Customer.

**7.5 Termination for Failure to Make Agreed-Upon Payments.** Should Customer fail to pay all or any part of the compensation set forth in Article 4.1 of this Agreement on the due date, City, at City's Option, may terminate this Agreement if the failure is not remedied by Customer within five (5) business days from the date payment is due.

**ARTICLE 8. GENERAL PROVISIONS.**

**8.1 Notices.** Any notices, excepting monthly billings, to be given hereunder by either party to the other may be effected either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated as the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.

**8.2 Entire Agreement.** This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the rendering of services by City for Customer, and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modifications of this Agreement will be effective only if it is in writing signed by both parties.

**8.3 Partial Invalidity.** If any provisions of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**8.4 Waiver.** The failure of either party to enforce, insist upon, or comply with any of the terms or conditions of this Agreement, shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall at all times remain in full force and effect.

**8.5 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

Executed at Calhoun, Georgia, on the date and year first written above.

\_\_\_\_\_  
Witness

CITY OF CALHOUN, GEORGIA

BY: \_\_\_\_\_

Title:

\_\_\_\_\_  
Witness

CUSTOMER

BY: \_\_\_\_\_

Title:

SCHEDULE A

Calhoun Telecommunicatoins Network (CALNET) shall provide Internet service at speeds up to 50 Mbps, symmetrical bandwidth via ethernet port (the demarcation point) at 408 Court St., Calhoun, GA 30701.

CITY OF CALHOUN, GEORGIA

**TELECOMMUNICATIONS SERVICES AGREEMENT**

Contract: 2021-2

THIS AGREEMENT, made and entered into this 11th day of January, 2021, by and between the City of Calhoun, Georgia, a municipal corporation (hereinafter "City") and Gordon County, 201 N Wall St., , Calhoun, GA, 30701 (hereinafter "Customer"), in consideration of the mutual promise made herein as follows:

**ARTICLE 1. GRANT OF RIGHT OF USE.**

City hereby grants to Customer the right to use the City's fiber optic telecommunications system under the terms and conditions stated in Articles 2 through Article 8 hereinafter.

**ARTICLE 2. TERM OF AGREEMENT.**

This Agreement will become effective on 1/22/2021 and will continue in effect for a period of 2 years.

**ARTICLE 3. SERVICES TO BE PERFORMED BY CITY.**

**3.1 Specific Services.** City agrees to provide the equipment and services according to the specifications appearing in Schedule A of the Agreement. City shall be the sole owner of such equipment and facilities.

**3.2 Method of Performing Services.** City will determine the method, details, and means of performing the services set forth in Schedule A to demarcation points identified as the input posts on the receiving routers at Customer's premises.

**3.3 Maintenance of Service and Equipment.** City will maintain service and equipment on all facilities outside the demarcation point, and Customer will be responsible for maintenance of facilities inside the demarcation point.

**ARTICLE 4. CHARGES FOR USE.**

Customer agrees to pay the City the sum set forth hereinafter in Article 4.1 on a monthly basis, payable on the receipt of bill each month and due by the 10th day of each month following delivery of the described service. Charges shall commence upon the City's regular monthly billing date following installation of the cable for the Customer and upon complete connectivity and testing of devices to ensure proper functionality.

**4.1 Rate.** An amount charged by the City from time to time as set by the Mayor and City Council of the City in its schedule of rates and charges but which initially shall be \$150 per month per site for 1 site(s) served for the first 2 year(s) plus a onetime connection fee of \$0.

Contract: 2021-2

Customer Initials: \_\_\_\_\_  
City Initials: \_\_\_\_\_

**4.2 Distribution Rate.** Should Customer distribute the service provided by City to a third party within the city service area (as defined by the Georgia Public Service Commission) any rate charged by Customer to third party shall not exceed 100 % of the rate charged by City to Customers as set from time to time by the Mayor and Council.

**ARTICLE 5. OBLIGATIONS OF CITY.**

City agrees to provide Customer with uninterrupted telecommunication service excepting routine maintenance and outages resulting from vandalism or natural causes such as, but not limited to, fire, electrical storm, wind, flooding, snow, blizzard, earthquake or from any other cause beyond the control of the City.

**5.1 Limited Liability.** City will not be liable to Customer, or to anyone who may claim any right due to a relationship with Customer, for any acts or omissions in the performance of services under the terms of the Agreement on the part of employees or agents of the City unless such acts or omissions are due to willful misconduct. Customer will indemnify and hold City free and harmless from any obligations, costs, claims, judgment, attorney's fees, and attachments arising from, growing out of, or in any way connected with the services rendered to Customer under the terms of the Agreement, unless the City is found guilty of willful misconduct in a court of competent jurisdiction.

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**6.1 Cooperation of Customer.** Customer agrees to comply with all reasonable requests of City and to provide access to all facilities necessary to perform installation and maintenance of service described in the Agreement.

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**7.3 Termination by Customer for Default of City.** Should City default in the performance of this Agreement or materially breach any of its provisions, Customer may terminate this Agreement by giving written notification to

City. For the purposes of the paragraph, material breach of the Agreement shall include, but not be limited to, City's inability to consistently provide an uninterrupted data line service connection excepting those interruptions due to routine maintenance, results of natural causes and events and equipment failures addressed with timely remedies.

**7.4 Termination by City for Default of Customer.** Should Customer default in the performance of this Agreement or materially breach any of its provisions, City may terminate this Agreement by giving written notification to Customer.

**7.5 Termination for Failure to Make Agreed-Upon Payments.** Should Customer fail to pay all or any part of the compensation set forth in Article 4.1 of this Agreement on the due date, City, at City's Option, may terminate this Agreement if the failure is not remedied by Customer within five (5) business days from the date payment is due.

**ARTICLE 8. GENERAL PROVISIONS.**

**8.1 Notices.** Any notices, excepting monthly billings, to be given hereunder by either party to the other may be effected either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Notices delivered personally shall be deemed communicated as the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of mailing.

**8.2 Entire Agreement.** This Agreement supersedes any and all agreements, either oral or in writing, between the parties hereto with respect to the rendering of services by City for Customer, and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in the Agreement shall be valid or binding. Any modifications of this Agreement will be effective only if it is in writing signed by both parties.

**8.3 Partial Invalidity.** If any provisions of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**8.4 Waiver.** The failure of either party to enforce, insist upon, or comply with any of the terms or conditions of this Agreement, shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall at all times remain in full force and effect.

**8.5 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

Executed at Calhoun, Georgia, on the date and year first written above.

\_\_\_\_\_  
Witness

CITY OF CALHOUN, GEORGIA

BY: \_\_\_\_\_

Title:

\_\_\_\_\_  
Witness

CUSTOMER

BY: \_\_\_\_\_

Title:

SCHEDULE A

Calhoun Telecommunications Network (CALNET) shall provide installation and maintenance of a 10 Mbps Ethernet connection to 408 Court St., Calhoun, GA.

This circuit will be connected to Gordon County's Layer 2 VLAN. Termination of this agreement will not necessarily terminate the Layer 2 VLAN unless this facility is one of only two existing facilities connected to Gordon County's Layer 2 VLAN.