



## Utility Committee Meeting

### AGENDA

January 6, 2009

---

#### I. CALL TO ORDER

#### II. MATTERS BEFORE COMMITTEE

1. [Resolution - Electric Cities Participant Services](#)
2. [Discussion / Approval - Purchase of Water / Wastewater Plant Chemicals](#)
3. [Discussion / Approval - KLiP Wholesale Telecommunications Services Agreement](#)

#### III. ADJOURN



## Utility Committee Meeting

### AGENDA

January 6, 2009

**Item:**

Resolution - Electric Cities Participant Services

**Department:**

**Additional Information:**

**Financial Impact:**

**Budgeted Item:**

**Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

**Attachments / click to download**

 [Electric Cities Participant Services Resolution](#)

**A RESOLUTION  
OF THE CITY OF MONROE**

APPROVING THE PARTICIPANT SERVICES AGREEMENT WITH ELECTRIC CITIES OF GEORGIA, INC. ("PROVIDER"); AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF SUCH AGREEMENT; AND FOR OTHER PURPOSES

---

**WHEREAS**, the Municipal Electric Authority of Georgia (the "Authority") has heretofore delivered certain marketing, distribution and related services to political subdivisions desiring such services through business units of the Authority pursuant to certain Distribution Business Unit Contracts and Marketing Services Contracts, respectively, in order to provide for separate accounting and payment of the costs of such services; and

**WHEREAS**, the Authority and the Participants (as defined in the Agreement) have determined that it is in their respective best interests to have such services provided by Electric Cities of Georgia, Inc., a Georgia nonprofit corporation organized to perform services on behalf of the respective Participants pursuant to the Georgia Nonprofit Code and Section 115 of the Internal Revenue Code (the "Provider"), pursuant to a certain Participant Services Agreement, between the Provider and the Participants (the "Agreement");

**NOW, THEREFORE**, be it resolved by the governing body of the City of Monroe (the "Participant") in meeting duly assembled, and it is hereby resolved by authority thereof, as follows:

**Section 1.** The Participant hereby finds and determines that it is in its best interest to contract with the Provider under the terms of the Agreement.

**Section 2.** The Participant hereby approves and authorizes the execution, delivery and performance of the Agreement in substantially the form of the draft thereof presented at this meeting and filed in the Participant's meeting minutes, and hereby incorporated herein by reference, subject to such changes, additions and deletions made in the discretion of the \_\_\_\_\_ (Mayor, City Manager or Commission Chair) of the Participant, with advice of counsel. The Agreement shall be executed by the \_\_\_\_\_ (Mayor, City Manager or Commission Chair), attested by the \_\_\_\_\_ (City Clerk or Commission Secretary), and shall have the Participant's seal affixed thereto, and shall be delivered to the Provider, and when so executed and delivered, shall be binding upon the Participant in accordance with its terms. Execution of the Agreement as authorized herein shall be conclusive evidence of the Participant's approval thereof.

**Section 3.** The Participant hereby authorizes the \_\_\_\_\_ (Mayor, City Manager, Commission Chair, Utility Director or City Clerk) and the

\_\_\_\_\_ (Mayor, City Manager, Commission Chair, Utility Director or City Clerk), or any Assistant \_\_\_\_\_ (City Manager, Commission Chair, Utility Director or City Clerk), to take any further actions and execute and deliver any other documents necessary to carry out the purpose of this Resolution, as amended from time to time, including, but not limited to, communicating the decisions of the Participant to the Provider with respect to any matter respecting the Agreement.

**Section 4.** In the adoption of this Resolution, the Participant hereby recognizes that this action will be relied upon by other municipalities and systems that own and operate electric distribution systems and that adopt similar resolutions in furtherance of joint action through the Provider, and that the Participant is also relying upon the adoption of such resolutions by such other municipalities and systems.

**Section 5.** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

**RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2009.

**THE CITY OF MONROE**

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

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

[SEAL]

Attest:

\_\_\_\_\_

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



**CITY CLERK OR COMMISSION SECRETARY CERTIFICATE**

I, the undersigned \_\_\_\_\_ of the City of Monroe (the "Participant"), DO HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of a Resolution adopted by the Participant at an open public meeting duly and lawfully assembled in accordance with Official Code of Georgia Annotated Section 50-14-1, at which a quorum was present and acting throughout. The original of the Resolution has been duly recorded in the minute book of the Participant, which is in my custody and control.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2009.

(SEAL)

\_\_\_\_\_

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



## Utility Committee Meeting

### AGENDA

January 6, 2009

---

**Item:**

Discussion / Approval - Purchase of Water / Wastewater Plant Chemicals

**Department:**

**Additional Information:**

**Financial Impact:**

**Budgeted Item:**

**Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

---



## Utility Committee Meeting

### AGENDA

January 6, 2009

**Item:**

Discussion / Approval - KLiP Wholesale Telecommunications Services Agreement

**Department:**

**Additional Information:**

**Financial Impact:**

**Budgeted Item:**

**Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

**Attachments / click to download**

 [KLiP Wholesale Telecommunications Services Agreement](#)

## WHOLESALE TELECOMMUNICATIONS SERVICES AGREEMENT

**THIS WHOLESALE TELECOMMUNICATIONS SERVICES AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between City of Monroe, a Georgia corporation, ("Municipality"), with a principal place of business at 215 North Broad Street, Monroe, Georgia 30655 and KLiP Communications, LLC ("KLiP"), a Georgia limited liability company, for itself and on behalf of its affiliates with a principal place of business at 455 Gees Mill Business Court, Conyers, Georgia 30013. Municipality and KLiP are individually referred to as "Party" and collectively referred to herein as the "Parties."

### 1. DEFINITIONS

May also mean Pricing Term Sheet or Billing Change Order. The following terms shall have the following meanings for the purpose of this Agreement and the Schedules and Exhibits attached hereto:

BAN refers to the Billing Account Number under which services to Municipality are billed.

CALLING NAME (CNAM) DATABASE SERVICE is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associates with Municipality line numbers and End Users billing names. CNAM queries include functions for a Municipality to query the database and obtain the Municipality Name of each line number.

CARRIER refers to a certificated ILEC or CLEC providing wire line, wireless, VoIP or other telecommunication services.

CENTRAL OFFICE: see Serving Wire Center.

CFA (Channel Facility Assignment) refers to the facility assignments available for ordering DS1 or DS0 circuits from facilities in which KLiP is in collocation with an ILEC Central Office.

CIRCUIT means the individual telecommunications facility included as part of the Services described in the Schedules.

CPNI (Municipality proprietary network information) is the data collected by telecommunications companies about a consumer's telephone calls. It includes the time, date, duration and destination number of each call, the type of network a consumer subscribes to, and any other information that appears on the consumer's telephone bill.

COMMERCIAL CLASS service means any End User whose telephone number is associated with a yellow page directory listing and/or is engaged in any commercial enterprise associated with the end user services provided by Municipality.

CSR (Municipality Service Request) refers to the document or information provided by an ILEC or CLEC pertaining to the telephone numbers and/or services associated with an End User account.

MUNICIPALITY OF RECORD means the entity responsible for placing application for service, requesting additions, rearrangements, maintenance or discontinuance of service.

DEMARC means the demarcation point or the minimum point of entry ("MPOE") for connection between the ILEC facilities and the terminal equipment, protective apparatus or wiring at Municipality's or an End User's premises.

DIRECTORY LISTING refers to white page listing services as offered by the ILEC in specific markets. Rate Centers are grouped into specific printed directories with their unique requirements and cut-off dates for a number to be included in such printing.

EEL (Enhanced Loop) refers to the combined service of an interoffice (IOF) circuit and local loop. An EEL involves mileage and other costs to the Municipality if the End User Serving Wire Center is not an End



Office. In the event the End User Serving Wire Center is a "D-listed" or "Blacklisted" End Office the EEL is considered "Commingle" and additional special pricing will apply based on TRRO.

END USER means a user to whom Municipality will provide telecommunications services utilizing, in part, the Services provided by KLiP to Municipality under this Agreement.

END USER MUNICIPALITY LOCATION means the physical location of the premises where an End User makes use of the Services.

END USER SERVICES refers to Voice over Internet telephone, technical support and/or other services provided by Municipality to End Users.

E911 STICKERS refers to self-adhesive warning labels explaining the VoIP E911 services, differences and limitations.

LIDB - The Line Information Database is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with End User Line Numbers and Special Billing Numbers. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards.

LOA (Letter of Authorization or Letter of Agency) refers to the signed document obtained from the end-user that specifically authorizes KLiP to access End-User CPNI information for the purposes of providing services.

LOOP means the DS1, DS-0 or other facility or service from the End User location to the CFA designation of the KLiP network, typically at the End Office. Access loops involve additional pricing based on TRRO.

LOCAL NUMBER PORTABILITY is the process by which local telephone numbers can be migrated between local exchange Companies as long as the numbers remain in the same Rate Center to which they are homed.

LOCAL TRAFFIC means traffic that originates from and End User Municipality location and terminates to another End User within the same LATA in a KLiP defined local calling area.

NOMADIC NUMBER PORTABILITY is the process by which local telephone numbers can be migrated between local exchanges Companies outside of the Rate Center to which they are homed.

POINT OF PRESENCE ("POP") means the specific location where a party maintains facilities for accessing its network or providing access to other parties' networks or facilities.

RESPORG (Responsible Organization) is a term that refers to the Municipality providing the telecommunications services of toll-free telephone numbers in the 800, 888, 877, and 866 area codes. For use in this agreement and order management this may also refer to the form required to request new or ported toll-free services

RFI (Request for Information) see SUBPOENA. State, Local or Federal document requesting confidential user information and/or call detail information. Compliance with request is mandatory.

SERVICE ORDER means the order for Services which delineates the type of Services, location served, Demarcs, protocols, Circuit Term (as defined in Section 3), requested Start of Service Date and other information specific to the applicable order. Service Orders shall be in the form in use by KLiP at the time the order is placed. A Service Order will be effective upon written approval by KLiP.

SERVICE WIRE CENTER means the incumbent local exchange Municipality ("ILEC") central office facility which the ILEC services the End User.

STRANDED UNLOCKS are defined as End User records in ILEC's ALI/DMS database that have not been migrated for over ninety (90) days to KLiP, as a new provider of local service to the End User. Stranded



Unlocks are those End User records that have been “unlocked” by the previous local exchange Municipality that provided service to the End User and are open for KLiP to assume responsibility for such records.

SUBPOENA is commonly defined as a written command to a person to testify before a court or be punished. More accurately, a subpoena is the conditional threat of punishment made by a governmental authority. It is attached to a command, so that if the recipient does not do as commanded then he may be punished. Subpoenas are associated with common law legal systems. There are two common types of subpoenas: A *subpoena ad testificandum* orders a person to testify before the ordering authority or face punishment; A *subpoena duces tecum* orders a person to bring physical evidence before the ordering authority or face punishment.

SUBSCRIBER – see END USER.

TOLL-FREE service and/or traffic refer to traffic originating from calls terminating to a local service number by means of a toll-free number and associated switching services.

TICKETING/ORDERING SYSTEM refers to the mechanism and associated processes by which KLiP will receive process and communicate the management of service orders or trouble tickets.

TROUBLE is defined as a degradation in Service, a Service Interruption (as defined in Section 13), or the initiation of a trouble ticket by Municipality with KLiP.

VoIP PROVIDER is defined as a Municipality providing FCC Regulated VoIP services to End-Users utilizing, in part, the Services provided by KLiP to Municipality under this Agreement.

## **2. PROVISION OF SERVICES**

a. KLiP shall, in accordance with this Agreement, provide to Municipality, and Municipality shall accept and pay for, the Services described in Schedule A and detailed in a Service Order, at the rates set forth in the Service Order or as otherwise provided hereunder. The form of Service Order is attached as Schedule B. Services may be modified or added only by execution by both Parties of an additional Service Order or an amendment to Schedule A. Rates not shown for services will be per Schedule E, “Table of Charges” or KLiP Tariffs.

b. KLiP and Municipality represent and warrant that the Services are not provided for the avoidance of access charges or the termination of toll traffic into the switched local network. Municipality agrees to indemnify and hold KLiP harmless from any claim by the ILEC that the Services are being used for fraudulent purposes or to avoid access charges.

c. Local Services will be provided in accordance with number usage guidelines and all numbers will be used for service within their given rate centers. Nomadic Services will be provided through the use of alternate E911 call handling. If applicable, special handling and/or monthly charges for Nomadic Services are outlined in Schedule E.

d. With regard to number reservations and usage, the FCC has stated that Municipality making numbers available for assignment by another entity should categorize them as *intermediate numbers* only until they are assigned to an End User or other Municipality by the entity. Once *intermediate numbers* are assigned to an End User or Municipality, the Municipality making such numbers available to the non-Municipality entity should categorize them as *assigned numbers*. Therefore, Municipality must report number utilization ratios and numbers to KLiP for regulatory reporting reasons on a semi-annual basis. Schedule D provides the schedule and the preferred format for reporting number utilization ratio reporting.

e. Porting Services will be provided in accordance with FCC and State Local Number Portability regulations and the FCC-authorized porting agency (currently Neustar) and will conform to all Carrier LNP guidelines. KLiP reserves the right to refuse any requests to circumvent Carrier LNP guidelines or any request that is in violation of FCC or State mandates or regulations.

- Local Number Porting will be provided with proof of End-User Authorization and submission of a complete and correct port order request. Municipality will assume all responsibility for providing



complete and accurate port orders and documentation as well as all communications to end-user in the event a port request is denied by the losing carrier. A denied port request order is considered cancelled. If resolution can be made between the end-user and the losing carrier the port request can be submitted as a new request.

- Toll-Free Porting will be provided with a valid RESPOG and a complete copy of the End-User phone bill on which the existing Toll-Free service is billed. These documents are necessary to ensure the timely and efficient processing of Toll-Free orders. Orders submitted without properly completed documentation will be rejected. Municipality will assume all responsibility for securing the appropriate signatures, documents and information relating to a toll-free port.
- KLiP will assume no liability for loss of services relating to local or toll-free numbers as a result of Municipality or end-user during a port process that can render the port order invalid and/or rejected.

f. Each Service is furnished subject to the condition that it will not be used for any unlawful purpose. Any Service will be discontinued if any law enforcement agency advises that the Service being used is in violation of the law. KLiP can refuse service when it has grounds to believe that service will be used in violation of the law. KLiP accepts no responsibility to any person for any unlawful act committed by Municipality or its End Users as part of providing service to Municipality for purposes of resale or otherwise.

f. KLiP will be entitled to keep any CABS revenue and any other compensation received from underlying Municipalities, associated with the Services and/or End User usage.

### **3. TERM**

This Agreement is effective upon the date of execution by KLiP ("Effective Date") and shall continue in effect for a period of twelve (12) months from the Start of Service Date ("Initial Term"). The "Start of Service Date" is the earliest to occur of (a) the day specific Services are first utilized by Municipality (as determined by KLiP's records), (b) the completion of Circuit testing in accordance with Section 5 below, or (c) the 90th day after the Effective Date. Thereafter, this Agreement shall renew on a month-to-month basis at KLiP's then-current rates, until renewed for another term or terminated by either Party on ninety (90) days written notice. The Initial Term and any Renewal Period may be collectively referred to as the "Term".

### **4. SERVICE PROVISIONING, PLANNING AND FORECASTS**

a. The Parties agree to plan, determine requirements and address priorities, necessary to implement the services agreed to by both Parties under this Agreement. The Parties agree to negotiate in good faith to finalize a mutually agreeable program schedule, process flow, and task assignments within thirty (30) days of the Effective Date and prior to the receiving of new orders.

b. Municipality shall provide KLiP three-month forecasts in a mutually agreed upon format within ten (10) days of the Effective Date, and every three (3) months thereafter. KLiP will exercise reasonable efforts to provide Service availability to meet Municipality's forecasts, but in no event shall KLiP be liable for any failure in provisioning due to a lack of available Circuits available Telephone Numbers. KLiP shall have the right to deny capacity in order to preserve or protect its Network and to modify forecasts based on historical traffic information. Municipality needs to identify any initial demands related to its initiatives in TRRO with the initial forecast for KLiP to consider into its growth programs and avoid service delays.

c. KLiP will provide installation dates for Service Orders in a nondiscriminatory manner.

d. All Service Orders and requests for any changes to or cancellation of any Service Order must be submitted in writing to the KLiP designated point of contact as soon as possible prior to installation date. No request shall be binding until and unless accepted by KLiP. All requests are subject to availability. Once Service has commenced and the Initial Term has expired, KLiP must be provided thirty (30) days written notice of termination prior to termination of Services.



e. Municipality will provision and be operationally and financially responsible for their Loops to the KLiP POP or End Office that will be identified with the Channel Facility Assignment (CFA) and further defined in Schedule A. Municipality assumes all responsibility for services provided by Municipality or by Third-Party connectivity to KLiP facilities. Municipality further acknowledges that this circuit must be maintained in order for Vendor to deliver any and all Vendor Subscriber Services to Municipality's subscribers. Maintaining this circuit is the sole responsibility of the Municipality.

f. Municipality will sign the blanket letter of authorization in substantially the form attached as Schedule C. Municipality must secure valid Letter of Authorization and/or Letter of Agency (LOA) and/or RESPORG from the End User in accordance with applicable law and Municipality shall be solely responsible for the accuracy of all End User information submitted on the Order Form.

g. Municipality will submit orders and/or trouble tickets through the existing KLiP Ticketing/Ordering System. Municipality will request individual login and password assignments for any personnel requiring access to the ticketing/ordering system and will keep such information private and secure. Municipality's use of the system will be in compliance with the KLiP Acceptable Use Policy.

h. KLiP will provide training in the use of the ordering/ticketing system if such training is ordered in the Service Order or subsequent order. FAQ and related ordering/ticketing system information will be available in the Knowledge Base at [help.KLiP.com](http://help.KLiP.com)

## **5. TESTING AND SERVICE ACCEPTANCE**

KLiP and Municipality shall negotiate in good faith to jointly develop testing procedures for the Services within sixty (60) days of the Effective Date. KLiP will conduct testing with Municipality for each Service in compliance with such procedures. Once testing has been completed and the Service is operational in accordance with generally accepted industry standards or Municipality uses the Service commercially, Municipality will be deemed to have accepted the Service.

## **6. RATES**

Municipality shall pay KLiP for the Services at the rates set forth in the applicable Schedule Order or in KLiP's tariffs, as modified from time to time, as applicable.

## **7. TAXES**

a. In addition to the rates for the Services, Municipality shall pay all federal, state and local taxes, fees, charges, pass-throughs and surcharges, based upon the provision, sale or use of the Services, excluding taxes based upon KLiP's net income. Such surcharges shall include, but not be limited to any universal service surcharges or other similar surcharges collected by KLiP from its Municipalities. In the event that Municipality is tax-exempt, Municipality shall provide KLiP a proper tax-exempt certificate. No exemption shall be applied for any period prior to the date Municipality provides such certificate. Additionally, Municipality is responsible for all billings to the End User and remitting to the appropriate government agency and any all federal, state and local taxes, fees, charges, pass-throughs and surcharges.

b. USF Exemption. Municipality may request an exemption of USF (Universal Service Fee) charges by completing the USF Waiver form and providing KLiP with proof of a Federal USF Filer ID. USF Waiver forms must be completed and resubmitted annually. Municipality assumes all responsibility for requesting, completing and submitting forms. USF Exemptions are applied to BANs for resale or VoIP Provider services. All applicable Federal regulations will apply and any waiver may be terminated at any time as such regulations may control. KLiP will make every effort to process all USF Waiver forms within 30 days of receipt of the form. Any USF fees charged to the Municipality prior to the receipt of the waiver and its approval are non-refundable.

## **8. PAYMENT**

a. KLiP will begin to invoice Municipality, and Municipality shall be responsible for payment for Services beginning on the Start of Service Date, or such earlier date as agreed to by the Parties. If the



Start of Service Date is other than the first day of the month or if the Term terminates on other than the last day of the month, the charge for that month shall be determined by prorating the monthly payment by the number of days during which the Services were provided. Charges shall be invoiced monthly in advance, except for usage based charges, which shall be invoiced in arrears.

- All amounts owed by the Municipality for circuits, CFA assignments, long-haul, inter-office, fiber and other transport or circuit-related services shall be paid by the 15<sup>th</sup> day of each month. All other amounts owed by Municipality hereunder, unless otherwise specifically provided herein, shall be paid within thirty (30) days after the date of the invoice. Any payments not made by Municipality when due hereunder shall bear interest at the current applicable KLiP tariff rate, or, if there is no applicable rate, one and one-half percent (1 ½%) per month.
- b. KLiP reserves the right to separate Municipality services into multiple BANs for the purpose of separating services by Type, by County, by Exemption Status or other such arrangements that may be necessary to maintain billing accuracy and reporting.
- c. Monthly End User Billing Calculations. KLiP will prepare a month-end end-user report within five (5) business days of the end of the month to determine the number and type of services in use by Municipality in preparation for the next month's billing. This report will use switch and database records to determine active devices and services.
- d.
- e. **BILLING DISPUTES.** In the event Municipality disputes any charges on a KLiP invoice, Municipality shall notify KLiP in writing, providing the billing identification, Circuit number, trouble ticket number, if applicable, and an explanation for the dispute. Municipality must provide notice of any dispute within sixty (60) days after the date of the invoice on which the disputed charges first appear, or Municipality shall be deemed to have waived the right to dispute such charges. KLiP must agree that the amount is in dispute. The Parties will cooperate in good faith to resolve any such disputes within sixty (60) days after the dispute is received by KLiP. Municipality shall pay all charges not disputed in this manner within the thirty (30) day period specified above. If the dispute is resolved in KLiP's favor, Municipality shall pay KLiP, within ten (10) days after resolution of the dispute, the entire unpaid disputed amount, plus interest at the rate set forth above. If the dispute is resolved in Municipality's favor, KLiP shall provide, on Municipality's next invoice following the tenth (10<sup>th</sup>) day after resolution of the dispute, a credit equal to the disputed amount, plus the amount of any overpayment by Municipality (including interest on such overpayment at the rate set forth above). Under no circumstances may Municipality withhold an amount exceeding one-half of the amounts invoiced in any one month nor more than a total of one-half of the most recent month invoiced without the approval of KLiP, which approval will not be unreasonably withheld. Any amount so approved by KLiP shall be deposited in a mutually agreed escrow account or shall be secured by Municipality with a Letter of Credit in favor of KLiP.
- e. No payments due hereunder are contingent on payments due to either Party from its own End Users. Each Party is solely responsible for billing and collection from its End Users.
- f. Municipality agrees to pay all costs of collection, including reasonable attorney's fees, incurred by KLiP in the collection of any and all unpaid amounts, including, but not limited to, unmet Monthly Billing Commitments, past due amounts and early termination penalties. KLiP may charge a reasonable fee for each check returned for insufficient funds.
- g. Municipality acknowledges that KLiP will commence provisioning of Circuits in reliance upon Municipality's order submissions. If Municipality cancels an order before commencement of Circuit Design there is a fifty percent (50%) of one month's recurring charge cancellation charge for the services cancelled. If Municipality cancels an order after commencement of the Circuit Design but prior to the Start of Service Date, Municipality shall pay a cancellation charge equal to two (2) months recurring charge for the services cancelled.



## **9. SUSPENSION; TERMINATION; RESTRICTIONS**

a. KLiP may, at its sole option, terminate this Agreement or suspend or disconnect Services hereunder at any time upon: (a) any failure of Municipality to pay any undisputed amounts when due and payable under this Agreement, continuing for five (5) business days after receipt of written notice by Municipality; (b) any breach by Municipality of any provision of this Agreement, except as covered by clause (a) above, continuing for ten (10) days after receipt of written notice thereof; (c) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of a trustee or receiver, or similar event with respect to Municipality; or (d) any governmental prohibition or required alteration of the services to be provided hereunder or any violation of an applicable law, rule, or regulation.

b. Any termination, suspension, or disconnection shall not relieve Municipality of its obligation to pay any charges incurred hereunder prior to such event. A service reinstatement charge may be assessed in the event that KLiP reactivates Municipality's service after termination, suspension, or disconnection. KLiP reserves the right to reject orders submitted during a termination or suspension of service and to suspend or cancel any orders in process at the time of the termination, suspension or disconnection. Rejected orders are considered cancelled. Orders submitted after a termination, suspension or disconnection is resolved will be processed in queue in order of receipt and priority and requests for expedited handling will be denied. Municipality assumes all responsibility for notifying end-user(s) of its termination, suspension or disconnection status and indemnifies KLiP from any and all complaints, actions or obligations that may be brought against the Municipality and/or KLiP as a result of the termination, suspension or disconnection.

c. The Parties' rights and obligations pursuant to Sections 14 (Limitation of Liability), and 22 (Confidentiality) and any other rights and obligations that by their nature would extend beyond the termination or expiration of this Agreement shall survive such termination or expiration.

d. In the event the Federal Communications Commission ("FCC"), Congress, a state legislature or regulatory body (such as a utilities commission), or a court of competent jurisdiction issues a rule, regulation, law or order that has the effect of materially increasing the cost to provide Services hereunder or canceling, changing, or superseding any material term or provision of this Agreement (collectively, Regulatory Requirement), then this Agreement shall be deemed modified in such a way as the parties mutually agree is consistent with the form, intent, and purpose of this Agreement and is necessary to comply with the a Regulatory Requirement within thirty (30) days after the Regulatory Requirement is effective. In the event the Parties fail to do so, then upon written notice either party may, to the extent practicable, terminate that portion of this Agreement impacted by the Regulatory Requirement.

e. If Municipality commences to provide KLiP services to an existing KLiP (including its affiliates) End User, Municipality shall pay a fee equal to (i) three (3) times the monthly charges (exclusive of taxes and regulatory fees) that KLiP invoices to the End User if such End User no longer has a remaining term commitment to KLiP, or (ii) twelve (12) times the monthly charges (exclusive of taxes and regulatory fees) that KLiP invoices to the End User if such End User has a remaining term commitment to KLiP, unless approval to provide such services is granted in writing and in advance by KLiP. KLiP may terminate the Agreement upon thirty (30) days prior written notice in the event of continued intentional targeting by Municipality of KLiP End Users.

f. Municipality agrees not to sell KLiP services, as provided for in this Agreement, to any Enhanced Service Providers, Internet Service Providers or other Telecommunication Service Providers unless approval to provide such services is granted in writing and in advance by KLiP.

## **10. COMPLIANCE AND FRAUDULENT USAGE**

a. Municipality is solely responsible for ensuring compliance with Federal, State and Local mandates regarding Enhanced E911 and VoIP Enhanced E911 securing E911 Lifeline Acknowledgment forms and supplying End User with E911 Stickers.

b. Municipality is solely responsible for ensuring compliance with Federal, State and Local mandates regarding its VoIP Provider services including but not limited to securing appropriate certifications, filler identifications and/or registrations and submitting periodic reports.



c. Municipality is solely responsible for all usage of the Services, fraudulent or otherwise. Claims of fraudulent usage shall not constitute a valid basis for dispute of an invoice. The Parties agree that Municipality, and not KLiP, shall bear all risk of loss arising from fraudulent or unauthorized use of the Services by Municipality or Municipality's End Users. KLiP reserves the right, but has no duty, to take any action it deems appropriate to prevent any fraud or abuse in connection with the Services, consistent with applicable federal and state laws and regulations.

d.

e. Municipality is solely responsible for ensuring compliance with Federal, State and Local mandates regarding Enhanced E911 and VoIP Enhanced E911 securing E911 Lifeline Acknowledgment forms and supplying End User with E911 Stickers.

f. Municipality is solely responsible for ensuring compliance with Federal, State and Local mandates regarding its VoIP Provider services including but not limited to securing appropriate certifications, filler identifications and/or registrations and submitting periodic reports.

g. Municipality is solely responsible for all usage of the Services, fraudulent or otherwise. Claims of fraudulent usage shall not constitute a valid basis for dispute of an invoice. The Parties agree that Municipality, and not KLiP, shall bear all risk of loss arising from fraudulent or unauthorized use of the Services by Municipality or Municipality's End Users. KLiP reserves the right, but has no duty, to take any action it deems appropriate to prevent any fraud or abuse in connection with the Services, consistent with applicable federal and state laws and regulations.

h. Municipality is solely responsible for compliance with all Federal, State and Local regulations that may apply to its end-user service offerings.

i. KLiP and Municipality are each individually responsible for compliance with the U.S. Telecommunications Act of 1996 regulating how Municipality Proprietary Network Information (CPNI) can be used and to enforce related consumer information privacy provisions.

j. In the event KLiP is served with a subpoena or RFI (Request for Information) and KLiP requires information or documentation from Municipality to respond to the subpoena or RFI, Municipality will provide to KLiP, within 48 hours of KLiP's request, any all documents, records, forms, files or other materials pertaining to the request. At no time will Municipality reveal the existence of or discuss the content of the subpoena or RFI with the end-user or end-users identified in the subpoena or RFI.

k. KLiP and Municipality will assign specific individuals as the designated representative to manage RFI or Subpoena responses. Any change in designated personnel will be communicated via a notice as defined in section 21 Notices.

**For KLiP:**

Joe Sheehan  
CEO  
455 Gees Mill Business Court  
Conyers, GA 30013

**For MUNICIPALITY:**

Julian L. Jackson  
City Administrator  
City of Monroe  
215 North Broad Street  
Monroe, Georgia 30655

**11. MONITORING AND MAINTENANCE**

a. KLiP will be responsible for performing surveillance on its Network, to include digital access, cross connect systems, multiplexing equipment, routers, switches, transmission equipment.

b. In the event of Trouble, KLiP will make reasonable efforts to determine if the Trouble is occurring with the End User's equipment, the Circuit, the KLiP Network, or the Municipality's equipment or service.



c. Any maintenance required on KLiP's Network due to the failure of KLiP facilities or the acts or omissions of KLiP employees shall be performed by KLiP or its designated contractors at no additional cost to Municipality.

d. KLiP's weekly scheduled maintenance six-hour window is nightly 12am to 6am local time. Any preventative maintenance or service function performed by KLiP on KLiP's Network outside of the weekly scheduled maintenance window, that could affect service provided by Municipality to its End Users will be coordinated and scheduled through Municipality whenever practicable. Municipality shall provide and update a list of Municipality contacts for maintenance and escalation purposes.

e. KLiP is not responsible for the maintenance or monitoring of End User's or Municipality's equipment or Municipality provided Local Loops.

## **12. TROUBLE REPORTING AND REPAIR**

a. KLiP shall maintain a twenty-four (24) hours per day, seven (7) days per week point-of-contact for Municipality to report to KLiP system Trouble reports or faults.

b. Prior to reporting Trouble to KLiP, Municipality will ensure that the Trouble is not resulting from a problem with the End User's equipment or with the Municipality's equipment or service.

c. KLiP will investigate the Trouble and attempt to localize the Trouble. If the source of the Trouble is believed to be with the ILEC, KLiP will open a trouble ticket with the ILEC and follow-up with the ILEC until the Trouble is remedied. This service is not provided for local loops and only applies to KLiP provided services.

d. Any repairs to either KLiP or ILEC facilities or equipment shall be performed at no additional cost to Municipality. If Trouble is determined to be due to Municipality's facilities, equipment or service, Local Loop or the End User's facilities or equipment, KLiP shall have the right to charge Municipality for any dispatched labor and phone support by KLiP or its subcontractors at its then prevailing rates, and to pass through any costs charged to KLiP by the ILEC. Dispatch charges may be increased on thirty (30) days' notice in accordance with changes to the applicable KLiP tariffs specifying such charges. This service is not provided for local loops and only applies to KLiP provided services.

e. KLiP is not required to make any repair or Trouble call unless a request is made by an employee or agent of Municipality, and not by an End User.

## **13. SERVICE INTERRUPTIONS**

a. A "Service Interruption" will be deemed to have occurred only if: (i) Services becomes unusable to Municipality as a result of the failure of either KLiP's or the ILEC's facilities, (excluding Local Loop), equipment or personnel used to provide the Services and (ii) such failure is not the result of: (a) the negligence, acts, or failure to act, of Municipality or its agents; (b) the failure or malfunction of non-KLiP equipment or systems; (c) Force Majeure or other circumstances or causes beyond the reasonable control of KLiP; (d) a Planned Service Outage; or (e) interruptions arising from local loops (access) or any network elements not ordered or provided by KLiP. "Planned Service Outage" means an interruption in Services caused by scheduled maintenance, installation, alterations, enhancements or upgrades to the KLiP Network. A Service Interruption shall be deemed to begin when Municipality reports an inability to use the Services and makes the facilities available for testing and repair. A Service Interruption shall be deemed to have ended when the Services are operational.

b. In the event of a Service Interruption due to KLiP owned and operated facilities, and provided Municipality has requested such credits within thirty (30) days of the Service Interruption, KLiP shall provide to Municipality the following credits toward future charges upon Municipality's request:

- :
- (i) If the Service Interruption lasts for less than twenty-four (24) hours, Municipality shall receive no credit allowance;



(ii) If the Service Interruption lasts for at least twenty-four (24) hours but no longer than seventy-two (72) hours, Municipality shall receive a credit allowance equal to 1/30<sup>th</sup> of the monthly recurring charges for the interrupted Services for the first twenty-four (24) hour period (or any portion thereof) and an additional 1/30<sup>th</sup> for each continuous twenty-four (24) hour period of interrupted Services thereafter;

(iii) If the Service Interruption lasts for more than seventy-two (72) hours, Municipality shall receive a credit allowance in accordance with paragraph (b) for the first seventy-two (72) hours, plus 2/30ths of the monthly recurring charges for the interrupted Services for each continuous twenty-four (24) hour period (or portion thereof) of interrupted Services thereafter.

(iv) If there are three (3) or more Service Interruptions on any of the Services in any ninety (90) day period, which each last at least four (4) hours, Municipality or KLiP shall have the right to terminate the affected Services.

c. KLiP's total liability for credits for interrupted service under this Section 13 shall not exceed, in any one month, the monthly recurring charges for the affected Services.

d. Credits will be granted only if: (1) Municipality affords KLiP full and free access to Municipality's space for appropriate repairs, maintenance, and testing, and (2) Municipality does not continue to use the Services on an impaired basis.

e. The credits described in this Section 13 are Municipality's sole and exclusive remedies for any Service Interruption.

#### **14. LIMITATION OF LIABILITY**

IN NO EVENT SHALL KLIP BE LIABLE TO MUNICIPALITY OR ITS END USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO BUSINESS LOSSES AND LOST PROFITS) AS RESULT OF ANY KLIP SERVICES, EQUIPMENT, FACILITIES, PERSON, OR SYSTEM PROVIDED OR UTILIZED UNDER THIS AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE WILLFUL MISCONDUCT OF KLIP. KLIP'S ENTIRE LIABILITY FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE FROM ANY CAUSE WHATSOEVER, SHALL IN NO EVENT EXCEED SUMS ACTUALLY PAID TO KLIP BY MUNICIPALITY FOR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM.

#### **15. DISCLAIMER OF WARRANTIES**

a. KLiP will provide the Services in accordance with this Agreement and generally applicable industry standards. The Parties agree that for the purposes of this Agreement, industry standards shall be defined as the standards set forth in the relevant Bellcore technical references and technical advisories.

b. THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN.

#### **16. LIABILITY FOR DAMAGES**

Municipality shall be liable for any damage to KLiP's equipment, facilities, or systems which is caused by: (a) the acts or omissions of Municipality or its End Users; (b) malfunction or failure of any equipment or facilities provided by Municipality or its agents, employees or suppliers; or (c) Municipality refusing to grant KLiP access to the Municipality's facilities.

## **18. NON-EXCLUSIVE AGREEMENT**

This Agreement is non-exclusive. Nothing in this Agreement shall prevent KLiP or Municipality from entering into similar arrangements with, providing services to, or purchasing services from, any other person or entity.

## **19. FORCE MAJEURE**

Except for each party's obligation to make payment, neither Party shall be liable for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by events beyond such Party's reasonable control, including, but not limited to, fire, flood, explosion, accident, cable cut, war, strike, embargo, governmental requirement, civil or military authority or Act of God, inability to secure materials not in such party's possession, acts or omission of common Municipality, or any other causes beyond their reasonable control ("Force Majeure"). Any such delay or failure shall suspend the affected Party's performance under this Agreement until the Force Majeure ceases and the Term shall be extended by the length of the suspension.

## **20. ASSIGNMENT**

Except as permitted below, neither Party may assign this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, either Party may assign its rights and obligations hereunder (a) to any present or future subsidiary, parent or affiliate of such Party; (b) pursuant to the sale or transfer of substantially all of the business of such Party; or (c) pursuant to any financing, merger, or reorganization of such Party.

## **21. NOTICES**

a. All formal notifications and transmittals issued pursuant to the provisions of this Agreement shall be in writing, and sent to:

### **IF TO KLIP:**

KLiP Communications  
Attn: Director, CLEC Operations  
455 Gees Mill Business Court  
Conyers, GA 30013

### **WITH A COPY TO:**

KLiP Communications  
Attn: General Council  
455 Gees Mill Business Court  
Conyers, GA 30013

### **IF TO MUNICIPALITY:**

City of Monroe  
Attn: City Administrator  
215 North Broad Street  
Monroe, GA 30655

### **WITH A COPY TO:**

City of Monroe  
Attn: Director of Electric & Tele.  
215 North Broad Street  
Monroe, GA 30655

Either Party may change the notice address or addressee by providing prior written notice to the addresses set forth above.

b. Any notices or communications required or desired to be given in connection with this Agreement shall be in writing and shall be delivered to the applicable Party by hand or by U.S. certified mail, return receipt requested, or by a nationally reputable overnight courier service addressed to the Parties as noted above. All notices shall be deemed received upon delivery.

## **22. CONFIDENTIALITY**

Each Party agrees not to disclose Confidential Information (as defined herein) of the other Party during the Term and for a period of two years thereafter, except to their employees, attorneys, accountants, or



financial institutions (collectively, "Representatives") on a strict need-to-know basis, and only after advising them of the contents of this Paragraph. "Confidential Information" means all information relating to either Party or its affiliates that, upon disclosure is identified by the disclosing Party as confidential, except for information which: (i) is or becomes generally available to the public other than as a result of a disclosure by the receiving Party or its Representatives, (ii) was available to the receiving Party or its Representatives on a non-confidential basis prior to the Effective Date, (iii) is independently developed by the receiving Party or its Representatives without the use of Confidential Information provided by the other Party, or (iv) becomes available to the receiving Party or its Representatives on a non-confidential basis from a source other than the other Party, provided that such source is not bound by a confidentiality agreement with, or obligation to, such other Party. Except as provided above or as may be otherwise required by law, each Party shall notify the other party prior to the release of any Confidential Information. Nothing herein shall preclude either Party from disclosing any information to the extent required to be disclosed by a court or government agency of competent jurisdiction, provided such Party provides notice and an opportunity to obtain confidentiality protection, if available, prior to disclosure.

Notwithstanding anything herein to the contrary, the confidentiality provisions shall survive the breach or termination of this Agreement.

**23. COMPLIANCE WITH LAWS**

Each Party shall comply with all applicable laws, rules and regulations concerning the provision and use of the Services. Failure to do so shall constitute a material breach of this Agreement. Municipality represents and warrants that it has obtained, and will maintain throughout the Term, all certifications and other authorizations necessary for use of the Services and for providing services to End Users. Specifically, Municipality represents and warrants that it is certified as a local exchange Municipality by the applicable state and federal regulatory commission(s) and is authorized to provide the telecommunications services for resale contemplated hereunder in the territory contemplated hereunder. Municipality further warrants that Municipality shall maintain all such certifications for the duration of this Agreement. Upon KLiP's request, Municipality shall provide KLiP with Municipality's certifications. Upon execution of this Agreement, Municipality shall provide KLiP with Municipality's state-specific authorized and nationally recognized OCN/AECN for resale services for the states in which it intends to purchase Services.

**24. PUBLICITY**

Neither Party shall use or refer to the other Party's name, trademarks or service marks in any advertising, publicity, press releases, or communications to End Users or potential End Users, without first obtaining such other Party's prior written consent.

**25. GOVERNING LAW; VENUE**

This Agreement shall be governed by the law of the State of Georgia, without regard to its choice of law provisions. Any action arising out of this Agreement or the provision of Services shall be brought in federal or state court in Fulton County, Georgia, unless otherwise agreed by the parties.

**26. RELATIONSHIP OF THE PARTIES**

No joint venture, partnership or agency of any kind shall be deemed created by this Agreement. The Parties are independent contractors and shall not have, nor hold themselves out as having, the power or authority to bind or create liability on behalf of the other Party. Municipality is KLiP's sole Municipality of record under this Agreement, and KLiP shall have no responsibility with regard to Municipality's End Users.

**27. ENTIRE AGREEMENT; AMENDMENT**

This Agreement, all Schedules and Exhibits, and the Service Order(s) set forth the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any prior agreement or understanding. Municipality acknowledges that it has not been induced to enter into this Agreement by any representative or promise not specifically expressed in this Agreement. Any modification or amendment made hereto shall not be valid and binding unless it is in writing and signed by both Parties.



**28. TITLES**

The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction of this Agreement.

**29. SEVERABILITY**

In the event any one of more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in effect and be binding upon the Parties. The invalid or unenforceable provision shall be replaced by a mutually acceptable provision that comes closest to the intention of the Parties underlying the invalid or unenforceable provision.

**30. WAIVER**

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Agreement.

**31. ACCEPTABLE USE POLICY**

If Municipality is purchasing any type of dedicated Internet or data Services under this Agreement, Municipality and its End Users shall comply with KLiP's Acceptable Use Policy (the "AUP"), which KLiP may modify at any time. The current, complete AUP, which, as modified, is made a part of this Agreement, is available for review at [help.KLiP.com/knowledgebase](http://help.KLiP.com/knowledgebase). KLiP reserves the right to amend the AUP from time to time, effective upon posting of the revised AUP at the URL or other notice to Municipality. KLiP reserves the right to suspend the Services or terminate this Agreement effective upon notice for a violation of the AUP. Municipality agrees to indemnify and hold harmless KLiP from any losses, damages, costs or expenses resulting from any third party claim or allegation arising out of any alleged or actual violation of the AUP by Municipality or its End Users.

**IN WITNESS WHEREOF**, KLiP and Municipality have executed this Wholesale Telecommunications Services Agreement as of the day and year first written above

**KLiP Communications, LLC.:**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MONROE**

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

Print Name: Julian L. Jackson

Title: City Administrator

Date: \_\_\_\_\_

## **SCHEDULE A**

### **911 SERVICES**

KLiP shall provide updates directly to the appropriate 911 database vendor on a daily basis. Municipality will provide Master Street Address Guide validated addresses for each number to be submitted for 911 services. KLiP's sole responsibility is of database management to lock/unlock such records, update address data as per the Municipality request and route traffic to the appropriate 911 tandem for emergency service. Municipality agrees that KLiP is merely acting in their behalf to update this information and further agrees to indemnify and hold harmless KLiP for any activity performed in their behalf of providing these services.

Based upon End User record ownership information available in the NPAC database, the ILEC provides a Stranded Unlock annual report to KLiP that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. KLiP shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to KLiP within two (2) months following the date of the Stranded Unlock report provided by ILEC. Municipality shall reimburse KLiP for any charges imposed by the ILEC for the deletion of such records.

### **LINE INFORMATION DATABASE SERVICES**

Municipality will provide End User information in their order to KLiP to update network LIDB services as needed. LIDB will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

#### **1. Billed Number Screening**

KLiP and other Municipalities are authorized to use the billing number information to determine whether Municipality has identified the billing number as one that should not be billed for collect or third number calls.

#### **2. OLNS**

KLiP is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local Municipality and account owner on the lines of the Municipality from which a call originates.

Municipality agrees that KLiP is merely acting in their behalf to update this information and further agrees to indemnify and hold harmless KLiP for any activity performed in their behalf of providing these services.

### **MUNICIPALITY NAME DATABASE SERVICES**

Municipality will provide End User information in their order to KLiP to update network CNAM databases as needed. CNAM will provide responses to on-line, call-by-call queries to billing number information for the purpose of providing a billing name as used in Name & Number services offered by other local Municipalities.

Municipality agrees that KLiP is merely acting in their behalf to update this information and further agrees to indemnify and hold harmless KLiP for any activity performed in their behalf of providing these services.

### **DIRECTORY LISTINGS**

KLiP shall provide Municipalities access to ILEC directory white page directory listings for areas that are serviced by the agreement.


Subscriber primary listing information in the White Pages shall be provided at schedule B rates. Additional and optional listings will be provided at KLiP's then prevailing rates.

Municipality will be required to provide to KLiP the names, addresses and telephone numbers of all Municipality End Users that wish to be omitted from directories.

KLiP shall not be liable for the content or accuracy of any Subscriber Listing information provided by Municipality under this Agreement. Subject to the Limitation of liability provisions, Municipality shall indemnify, hold harmless and defend KLiP from and against any damages, losses, liabilities, demands claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from KLiP obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate listings or use of the SLI provided pursuant to this Agreement. KLiP may forward to Municipality any complaints received by KLiP relating to the accuracy or quality of Companies listings.

## SCHEDULE B

### Example: Service Order/Pricing Terms Sheet

		BroadRiver Communication Corporation 1000 Hemphill Avenue, Atlanta, GA 30318 Phone: (404) 961-1000 Fax: (404) 961-1011 <a href="http://www.broadriver.com">www.broadriver.com</a>			
<b>Pricing Terms Sheet</b>					
Company Name		Service Type:			
Contact/Phone		Salesperson/Phone:			
Email Address:		Email Address:			
Billing Address:		Invoice Frequency			
		Contract Term:			
		Renewal Term:			
<b>Pricing Structure</b>					
Service Description	Qty.	Non-Recurring Unit Price	Non-Recurring Total Price	Monthly Recurring Unit Price	Monthly Recurring Total Price
		<b>Total Setup Charge: \$0.00</b>		<b>Monthly Total: \$0.00</b>	
NOTES					
Initial _____					

Accepted By:

<Customer Name>

BroadRiver Communication Corporation

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Schedule C**  
**BLANKET AGENCY AGREEMENT LETTER for LOCAL SERVICE PROVIDERS**

I am an official of the City of Monroe (hereinafter referred to as "Municipality") and am authorized to commit my Municipality to the conditions stated herein:

1. Municipality will not submit to KLiP Communications or any of its affiliates any requests for Confidential Network Proprietary Information ("CPNI") or Municipality Service Requests (CSRs") under this Blanket Agency Agreement for which it does not have proper authorization from the End User upon whose behalf services is offered.
2. Municipality agrees that all employees, representatives, agents and contractors of Municipality will obtain the permission of the end user Municipality authorized to provide such permission prior to submitting any order to port numbers and will submit this information to KLiP upon request.
3. Municipality has entered into an agreement to provide local services for the End User.
4. The agreement between Municipality and the End User provides that the Municipality is solely responsible for representing End User in all requests relating to local service. The Agreement between Municipality and the End User holds the End User responsible to Municipality for all charges that may be incurred in connections with service requests for End Users regardless of whether the End User meets the payment responsibilities to Municipality
5. The End User will deal directly with Municipality on all inquiries concerning their Local Service. This may include, but is not limited to, billing, repair, E911, directory listings, and number portability.
6. KLiP Communications is authorized to release all information regarding the End User's local service to Municipality.
7. Municipality will make known to and train employees, representatives, agents and contractors regarding the requirements of this Agreement. Municipality agrees to indemnify and hold harmless KLiP regarding any and all claims that may occur as a result of Municipality submitting orders in its Municipality's behalf or access to said records.
8. In the event that the End User challenges action taken by KLiP Communications as a result of the above mentioned service requests, Municipality will provide evidence of proper End User authorization and indemnify and hold harmless KLiP Communications for any damages or losses including, but not limited to, unauthorized change charges, resulting from Municipality preparation and submission of service requests for which it did not have proper End User authorization or for which End User information was submitted incorrectly.
9. In the event that the End User challenges billing which resulted from local service requests submitted to KLiP Communications by Municipality under this Blanket Agency Agreement, then Municipality will indemnify and hold harmless KLiP Communications for any damages, losses, costs and attorney's fees, if any, arising from KLiP Communications' response to Municipality's request.
10. In the event that the End User disputes actions taken by KLiP Communications as a result of a submission by Municipality of a service request for disconnection or termination of a previously submitted local service request for which it did not have End User Authorization, the Municipality will indemnify and hold harmless KLiP Communications for any damages, losses, costs and attorney's fees, if any, resulting from said dispute.
11. Municipality takes sole responsibility for its employees and contractors and will not hold KLiP responsible in any way for their actions.
12. This agreement shall continue in effect unless canceled by prior written notice by KLiP Communications or Municipality thirty (30) days prior to the effective date of cancellation. Cancellation shall not release or limit any matters occurring prior to the cancellation of this Blanket Agency Agreement.

\_\_\_\_\_  
Signature of Officer

Julian L. Jackson  
\_\_\_\_\_  
Printed Name of Officer

\_\_\_\_\_  
City Administrator  
Title of Officer

City of Monroe  
\_\_\_\_\_  
Municipality Name

215 North Broad Street, Monroe, GA 30655  
\_\_\_\_\_  
Municipality Address

\_\_\_\_\_  
Date

**Schedule D**  
**CERTIFICATION OF UNIVERSAL SERVICE EXEMPTION**

Municipality Name: City of Monroe

Municipality Address: 215 North Broad Street, Monroe, GA 30655

Form 499-ID #: \_\_\_\_\_

Contact Name & Phone #: Brian Thompson, 770-266-5345

Municipality hereby requests an exemption from payment of any charges assessed by KLiP Communications ("KLiP") and/or its affiliated companies due to contribution to the Federal Universal Service Fund (USF) established by the Federal Communication Commission ("FCC"). Municipality represents and certifies as follows:

1. That Municipality is either a telecommunications carrier that provides interstate telecommunications service to the public for a fee on a common carrier basis, or a private service provider that offers interstate telecommunications service to others for a fee on a non-common carrier basis. As such, Municipality is required to contribute to the universal service support mechanisms pursuant to Section 254 of the Communications Act (47 U.S.C. §254) and FCC. Rules and Orders issued to implement Section 254 (including the Universal Service Fund Order, CC Docket No. 96-45).
2. That Municipality is acquiring services from KLiP for resale to end user or carrier Municipalities, and not for its own internal use.
3. That Municipality has filed the annual Universal Service Worksheet (FCC Form 499-A) with the Universal Service Administrator for the previous calendar year and will continue to file such Worksheets or other forms or documentation as required by the FCC
4. That Municipality acknowledges that KLiP's determination of exemption will be based upon the information provided by Municipality in this Certification. If KLiP exempts the Municipality from payment of Universal Service Surcharge (in whole or in part) based upon the information provided by the Municipality herein, and KLiP thereafter determines that such information was inaccurate, KLiP may retroactively bill the Municipality for the amount of the Universal Service Surcharge that was waived as a result of such inaccuracy without time limitation.
5. That the Municipality understands that its obligation to contribute to the universal service support mechanisms is a legal obligation arising under Section 254 of the Communications Act of 1934 (47 U.S.C. §254), as amended, and FCC Rules and Orders issued to implement Section 254. The extent of Municipality's USF contribution obligation is independent of, and is not affected by, Municipality's obligation to pay the Universal Service Surcharge to KLiP, as assessed by KLiP, or any exemption from that charge as determined by KLiP. If the Municipality fails to provide timely and accurate information to KLiP, Municipality may be liable both to KLiP for the Universal Service Surcharge and to the Universal Service Administrator for its contribution to the universal service support mechanism.
6. That the Municipality acknowledges that KLiP may provide a copy of this certification to the Universal Service Administrator, to the FCC, a relevant State Public Utility Commission, or to a duly authorized universal service auditor.
7. That the undersigned individual is authorized by the Municipality to make this Certification on its behalf.
8. Municipality agrees to indemnify and hold KLiP harmless from any and all claims arising from any breaches of their representations.

I certify under penalty of perjury that the Municipality is purchasing service for resale in the form of telecommunications or interconnected Voice over Internet Protocol service. I also certify under penalty of perjury that either the Municipality contributes directly to the federal universal support mechanisms, or that each entity to which the Municipality provides resold telecommunications is itself an FCC Form 499 worksheet filer and a direct contributor to the federal universal service support mechanisms.

MUNICIPALITY

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

Date: \_\_\_\_\_

Title: Julian L. Jackson, City Administrator  
(Print or type name)



**Schedule D**  
**CERTIFICATION OF UNIVERSAL SERVICE EXEMPTION (Continued)**

Provide a list of all KLiP Communications account numbers (BANs) to which the exemption will apply. Only BANs that are specific to resale services may be listed.

[illegible]

**Schedule E**  
**Price List / Table of Charges**

Provided as separate Attachment A