

To view City Council's  
*2015 Strategic Priorities*

and

*Individual Priorities,*

please visit our website at

**[cityofpage.org/government/councilpriorities](http://cityofpage.org/government/councilpriorities)**

or stop in at the City Clerk's Office in City Hall for a copy.

Thank you

**PAGE CITY COUNCIL  
WORK SESSION MEETING MINUTES  
OCTOBER 14, 2015**

A Work Session Meeting of the Page City Council was held at 5:30 p.m. on October 14, 2015, in the Council Chambers at City Hall in Page, Arizona. Mayor Bill Diak presided. Vice Mayor John Kocjan, Councilors Mike Bryan, Scott Sadler, Levi Tappan (arrived at 5:40 p.m.), David Tennis and Dennis Warner were present

Mayor Diak called the meeting to order.

Staff members present: City Manager, Crystal Prentice; City Attorney, Joe Estes; Page Utility Enterprises General Manager, Bryan Hill; Deputy City Clerk, Sue Kennedy, and City Clerk, Kim Larson.

Discussion by the City Council pertaining to a Communications Master Agreement with Salt River Project (SRP)

Discussion by the City Council pertaining to a Network Extension Build Agreement with South Central Communications, Inc. (SCC)

Discussion by the City Council pertaining to a Request for Proposal (RFP) to install 96 strands of fiber-optic cable – Fiber Project Bid #198

All three agenda items were discussed at one time.

Page Utility Enterprises General Manager Bryan Hill presented the agenda item. He stated that in 2012 Page Electric was invited to attend a meeting with Western Area Power Administration (WAPA) and Navajo Tribal Utility Authority (NTUA). At that time WAPA had a high interest in bringing broadband fiber to the area for communications with the dam, and NTUA asked if Page Utility would be interested in participating. Mr. Hill said that bringing broadband fiber to the area with WAPA and NTUA did not work out, and with a change in administration WAPA was no longer interested.

In answer to the question "Why would electric utilities be doing broadband fiber?" Mr. Hill explained that as the industry progresses, the utility requires broadband fiber for critical communications between switching the system control and data acquisition. That had been WAPA's interest, and to some degree NTUA's. When that did not come together, he was asked by City Council to explore other options to bring broadband fiber into Page. The Navajo Generating Station (NGS), managed by SRP, had also been researching options to bring broadband fiber to NGS for a number of years.

The discussion for the "Network Extension Build Agreement" was started in October 2014. Mr. Hill noticed that fiber was being installed between Kanab, Utah and Buckskin Mountain, just west of Paria, Utah. He did some research and found out that SCC was installing the fiber. He contacted SCC and began communicating with Michael East, CEO of SSC, on what kind of business arrangement could be made to bring that infrastructure into Page.

## CITY COUNCIL WORK SESSION – OCTOBER 14, 2015

Mr. Hill stated that there were a few parts of the agreement, the SCC agreement "Network Extension Build Agreement" the bid award #198, which would install 96 strands of fiber from the Waste Water Treatment Plant in Page, across the Colorado River, to Wahweap, and terminate in Grenehaven, and the third part was the agreement "Communications Master Agreement" with Salt River Project.

Mr. Hill reviewed some of the main points of the "Network Extension Build Agreement", attached hereto and by this reference made a part of herein. He stated that the agreement addressed two distinct parts of the fiber optic network. The first is a line extension going from the Buckskin Mountain site along the Utah Department of Transportation (UDOT) right-of-way, down Highway 89, and ending at the Grenehaven store. This is called the Buckskin Grenehaven Extension, and SCC would be doing the construction for this portion for \$1.3 million dollars. The second section would bring fiber from Grenehaven into Page, a project that has been advertised for bids. Mr. Hill displayed a map showing the sections where fiber had already been installed in Page, for use by the Electric Utility.

Initially, the City of Page did not have a partner and a surcharge was being looked into for anyone who connected to the fiber, to payback the electric utility for funding the cost of doing this line extension. Fortunately SRP become a partner with the City with Bryan Zimmerman of SRP's Telecommunications Department saying that this was a very low cost solution and that they would pay for the cost of the extension from Buckskin Mountain to Grenehaven. The City of Page would then grant SRP sole use of 12 fibers, point to point fiber optic interconnection infrastructure, from PUE Headquarters to the eastern Page Corporate Boundaries, provide SRP rack space within PUE facilities for SRP communication equipment, and provide SRP small ground space at the eastern corporate boundary for their communication equipment. SRP would then be a direct customer of South Central Communications.

Mr. Hill went to explain other aspects to the agreement, such as the 120 year term. SCC will be a partner with the electric utility for this section of fiber for 24 fibers. SCC will pay for the cost of 24 fibers, but not for the construction. SCC agreed to do the maintenance on the entire section of fiber on behalf of the electric utility.

Also in the agreement there is a clause that if new technology came out and there was no longer a need for fiber, the City can abandon the fiber and give it back to SCC, and the City would no longer be responsible.

Bryan Hill asked City Council if they had any questions.

There was discussion.

Mayor Diak pointed out that there was not a dollar amount referenced in the SRP agreement, and asked for clarification; even if it were \$1.2 or \$1.4 million, SRP would be paying for those costs.

CITY COUNCIL WORK SESSION – OCTOBER 14, 2015

Bryan Hill confirmed that Mayor Dial was correct, and this will eliminate the need for any surcharge.

Councilor Warner asked if there were other opportunities for other entities.

Bryan Hill stated that there would be opportunities for other entities and referenced the National Park Service and Public Safety as examples.

Councilor Warner asked who would manage the allocation of the strands, and reimbursement.

Bryan Hill said it would be PUE Management, the PUE Board, and City Council for the other 72 strands of fiber.

Lengthy discussion continued.

The meeting was adjourned at 6:08 p.m.

---

Kim Larson  
City Clerk

---

William R. Diak  
Mayor

**PAGE CITY COUNCIL  
REGULAR MEETING MINUTES  
OCTOBER 14, 2015**

A Regular Meeting of the Page City Council was held at 6:30 p.m. on October 14, 2015, in the Council Chambers at City Hall in Page, Arizona. Mayor Bill Diak presided. Vice Mayor John Kocjan, Councilors Mike Bryan, Scott Sadler, Levi Tappan, David Tennis and Dennis Warner were present. There was a moment of meditation. City Attorney Joe Estes led the Pledge of Allegiance.

Mayor Diak called the meeting to order.

Staff members present: City Manager, J. Crystal Prentice; City Attorney, Joe Estes; Page Utility Enterprises General Manager, Bryan Hill; Deputy City Clerk, Sue Kennedy; and City Clerk, Kim Larson.

**PRIORITY LIST**

Discussion and possible action by the City Council pertaining to the City Council Strategic Priorities

There was no discussion by the City Council.

Discussion and possible action by the City Council pertaining to the City Councilors individual priorities

There was no discussion by the City Council.

**MINUTES**

Worksession Meeting-September 23, 2015

Regular City Council Meeting-September 23, 2015

Motion made by Vice Mayor Kocjan to approve the minutes. The motion was duly seconded and passed upon a vote.

**CONSENT AGENDA**

**MINUTES**

Planning and Zoning Commission-August 4, 2015

Community Development Advisory Board-August 25, 2015

Community Development Advisory Board-September 14, 2015

**INFORMATION**

City of Page Monthly Cash Allocation Variance Report

Proclamation-Cities and Towns Week-October 18-25, 2015

Motion made by Vice Mayor Kocjan to approve the consent agenda. The motion was duly seconded and passed upon a vote.

**Page City Council Regular Meeting-October 14, 2015**

**PUBLIC HEARINGS**

None

**HEAR FROM THE CITIZENS**

The following stated concerns pertaining to an agreement with South Central Communications bringing fiber to the City of Page:

Tommy Thompson, resident of Page  
Steve Blevins, 623 Elm Street, Canyon County Communications  
Dustin Williams, 635 Elm Street, Suite 8

Karlynn Bunting spoke in favor of an agreement with South Central Communications bringing fiber to the City of Page.

**UNFINISHED BUSINESS**

None scheduled.

**NEW BUSINESS**

Discussion and possible action by the City Council pertaining to a Quit Claim Deed to Edelweiss Development Limited Company

Edelweiss Development Limited Company currently owns approximately 3.14 acres of vacant property located at the southwest corner of North Navajo Drive and 13<sup>th</sup> Avenue. According to Pioneer Title Agency, there is a cloud on the title of this property relating back to a Land Purchase Agreement, dated January 28, 1974, between the Department of Interior, Bureau of Reclamation (the "Bureau") and John and Donna Purser. The agreement was dated prior to the formation and incorporation of the City of Page. The Land Purchase Agreement included three (3) installment payments for the purchase of approximately 49.42 acres of property, with the final payment for the property to be made on December 31, 1975. On April 18, 1975, the Bureau quitclaimed the City of Page all property owned by the Bureau at that time (approximately 10,717.50 acres). Because the Bureau quitclaimed the property to the City of Page prior to the date of the final installment payment, the property was quitclaimed to the City, creating a cloud on the title of the property. It appears this issue was last raised in August of 1989, when the City quitclaimed approximately 10.40 acres of property to Western Savings and Loan Association, which property was originally included under the Land Purchase Agreement. Apparently when Edelweiss Development Limited Company purchased the 3.14 acres they did not obtain title insurance and thus the cloud of title was not discovered. Edelweiss Development Limited Company was in the process of attempting to market and sell the vacant land, and the issue of the cloud on the title was discovered. A Quitclaim Deed from the City of Page to Edelweiss Development Limited Company will clear the cloud on the title.

City Attorney Joe Estes presented the agenda item.

Vice Mayor Kocjan asked if the third payment had ever been received. City Attorney Joe

## **Page City Council Regular Meeting-October 14, 2015**

Estes stated that the City provided a deed for the remaining property, which there was originally 49.42 acres. He stated that the City would not have deeded over the other property without payment, but somehow the 3.14 acre section was not included in the deed.

Motion made by Councilor Bryan to approve the execution of the Quit Claim Deed to Edelweiss Development Limited Company and direct the Mayor to execute the necessary documents. The motion was duly seconded and passed 6-1 with Mayor Diak, Councilors Bryan, Sadler, Tappan, Tennis and Warner voting in favor. Vice Mayor Kocjan voted against.

### Discussion and possible action by the City Council pertaining to accepting a donated 19'8" Boston Whaler patrol boat

Presentation to City Council for approval of accepting a donated 19'8" Boston Whaler patrol boat, 225 Mercury Optimax motor and Boat Master trailer. The boat will be used to perform Water Patrol Operations and Boating While Under the Influence Safety Operations in the City of Page/Lake Powell jurisdiction.

The Page Police Department has responded to Fights and Disturbances at the Chains area located within the jurisdiction of the Page Police Department. There has been more than one occasion where person(s) that had been arrested have been walked up the hillside while in handcuffs putting the officer and suspect(s) in danger of falling. The acceptance of the vessel and trailer will allow Officer Bill Schuldies, who is already boat certified to maneuver the vessel to the beach area and place suspect(s) in the boat for transportation to a safe unloading area.

City Attorney Joe Estes presented the agenda item. He stated that the lake patrol would only be for special events, such as Memorial Day, 4<sup>th</sup> of July and other holidays when there is a high volume of activity on the lake. The Police Department plans on making arrangements with Arizona Game and Fish to keep the boat on the water. The Police Department would also make use of the boat at the Chains area to transport people in-custody on the boat versus climbing up the hill.

Councilor Tennis asked if there were any obligations from the Police Department for accepting the donation.

City Attorney Joe Estes stated that there were not.

Councilor Tappan stated concerns pertaining to the potential expenses for the City owning a boat, and if there was a plan in place for parking the boat on the water.

Councilor Warner shared some of the same concerns as Councilor Tappan. He stated that he did not want to get the City involved in the water for 200 yards of lakefront.

City Attorney Joe Estes stated that the Chains area is an area that the Police Department patrols and the Fire Department responds to, and that they have had to haul individuals up

**Page City Council Regular Meeting-October 14, 2015**

the hill when the National Park Service or Arizona Game and Fish have not been available to respond.

Discussion continued.

Councilor Sadler made a motion to table the item. The motion was duly seconded and passed upon a vote.

Discussion and possible action by the City Council pertaining to City Code Amendment, Chapter 3, Article 5, Section 5, Lease of City Property-Ordinance 626-15-1<sup>st</sup> reading

At the September 23, 2015 City Council Work Session, the Council discussed certain amendments to the City Code 3-5-5, Lease of City Property. Such amendments included: (1) changing the publication requirements from three (3) weeks to two (2) weeks for publications in a weekly paper; (2) requiring the proposed tenant of a lease to pay for the publication costs; and (3) to establish exemptions from the publication requirement and objections for airport hanger leases and other leases of nominal value. The proposed Ordinance incorporates the discussed changes and sets forth a policy statement that public land or buildings shall be leased in a way that maximizes the value of City assets, promotes activities and uses that are in the overall best interest of the City and are consistent with the General Plan.

Joe Estes presented the agenda item.

Motion made by Vice Mayor Kocjan to introduce Ordinance 626-15 by title only for its first reading. The motion was duly seconded and passed upon a vote.

The City Clerk introduced Ordinance 626-15 by title only.

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, AMENDING CHAPTER 3, ARTICLE 5, SECTION 5, LEASE OF CITY PROPERTY, OF THE CODE OF THE CITY OF PAGE, ESTABLISHING A POLICY STATEMENT, AMENDING THE PUBLICATION REQUIREMENTS, ASSESSING PUBLICATION COSTS TO PROPOSED TENANTS AND ESTABLISHING CERTAIN EXEMPTIONS FOR LEASES OF NOMINAL VALUE.

Motion made by Vice Mayor Kocjan to pass Ordinance 626-15 to its second reading. The motion was duly seconded and passed upon a vote.

Discussion and possible action by the City Council pertaining to an Arizona Department of Liquor Licenses and Control Application for Page Animal Adoption Agency (Balloon Regatta Vendor Fair)

The City Clerk's Office received an Arizona Department of Liquor Licenses and Control Application for a Special Event License from the Page Animal Adopting Agency for the 2015 Balloon Regatta Vendor Fair.

**Page City Council Regular Meeting-October 14, 2015**

The Arizona Department of Liquor Licenses and Control will be notified of the action taken and will make the final determination.

Motion made by Councilor Warner to approve the Arizona Department of Liquor Licenses and Control Application for a Special Event License for the Page Animal Adoption Agency (Balloon Regatta Vendor Fair). The motion was duly seconded and passed upon a vote.

Discussion and possible action by the City Council pertaining to a GPON Fiber/Wireless Agreement with South Central Communications, Inc.

Mayor Diak removed the agenda item.

Councilor Tappan called for a point of order. He asked if Councils approval was needed to remove an agenda item.

Mayor Diak stated that the item was being removed from the agenda because the IT Director, Mike Bergner, was not present to present the item.

Councilor Tappan asked City Attorney Joe Estes if the Mayor can remove an agenda item.

City Attorney Joe Estes answered yes.

Mayor Diak moved Bid Awards to this part of the agenda.

**BID AWARDS**

Discussion and possible action by the City Council pertaining to an award of bid for Bid #198 for Utility Fiber Optic Project for Page Utility Enterprises

The Page Utility Enterprises (PUE) staff advertised a Request for Proposal (RFP) for the Page to Greenthaven Utility Fiber Project Bid #198. The project will install 96 strands of fiber-optic cable (through Page Utility's Right of Way) from the Waste Water Treatment plant, across the river, through Wahweap, and terminate in Greenthaven. This new infrastructure will facilitate the supervisory control and data acquisition (SCADA) communication needs of the electric utility.

The sealed bids were opened on September 24, 2015 at 3:00 p.m. Three (3) proposals were received as follows:

COMPANY	BASE BID
Niels Fugal Sons Co. Washington, Utah	\$595,063.56 Includes Arizona Sales Tax
MP Nexlevel, LLC Maple Lake, Minnesota	\$572,293.99 Includes Arizona Sales Tax
TelCom Construction, Inc. Clearwater, Minnesota	\$656,740.25 Includes Arizona Sales Tax

## **Page City Council Regular Meeting-October 14, 2015**

The proposals were reviewed by PUE staff. Staff's recommendation to the Board was to award the contract to MP Nexlevel, LLC, of Maple Lake, Minnesota. Their total base bid fell within the bid description, along with their qualifications package. As a background, in 2011 MP Nexlevel installed approximately 14,000 feet of 48 strand fiber (to tie the Page Utility Office to the Public Safety Facility). All work by MP Nexlevel was performed per the plans, schedule, and without any change order pay request.

At the October 13, 2015 Regular PUE Board Meeting, the Board reviewed staff's summary of the Bids and recommendation. The Board voted to recommend to the City Council to approve the bid award to MP Nexlevel, LLC.

Funding for this project was included in the FY 15/16 City Council approved budget (PUE Electrical Fund 50 Budget FY 15/16) "Capital Additions" GL 50-000-3960.

General Manager Bryan Hill presented the agenda item. He presented a map and disclosed the areas that fiber had been installed by PUE. He explained that the fiber was being used for PUE's system control and data acquisition. The PUE's Master Plan includes a two to three year plan to install fiber in the areas included in this bid. Staff made a decision to accelerate this project, due to the possibility of entering into an agreement with SCC, and included the project in the FY 2015/2016 Budget. With the approval of the budget staff designed the project and went out for a competitive bid.

Ben Ruesch, Attorney from St. George, Utah representing Canyon Country Communications, stated that he reviewed the contract, the Network Extension Build Agreement with South Central Communications, Inc., and his concern from a legal prospective.

It was brought to Mr. Ruesch's attention that he was speaking on a later agenda item.

Mr. Ruesch acknowledged that, but felt his comment was relevant to this agenda item. He confirmed that discussion was pertaining to the concept of running a line from Buckskin to Greenehaven, and then to Page. He stated that his concern was that the Telecommunications Act of 1996 needed to be reviewed for any type of work that was done, and referred to section 12.1. He then stated that the Federal Communications Committee (FCC) needed to be involved in the entire project. Mr. Ruesch then stated that he would reserve further comment.

Motion made by Councilor Warner to award Bid #198 to MP Nexlevel, LLC of Maple Lake, Minnesota in the amount of \$572,293.99. The motion was duly seconded.

Mayor Diak asked the City Clerk to do a roll call vote. Councilors Warner and Tappan Voted aye, Vice Mayor Kocjan voted aye, Councilors Saddler, Bryan and Tennis voted aye, and Mayor Diak voted aye. The motion passed upon a unanimous vote.

**Page City Council Regular Meeting-October 14, 2015**

**NEW BUSINESS – CONTINUED**

Discussion and possible action by the City Council pertaining to a Network Extension Build Agreement with South Central Communications, Inc.

Page Utility staff has been in negotiations with South Central Communications, Inc. (SCC) to extend fiber optic network infrastructure to Page, Arizona. This agreement will cause to construct a point to point fiber optic interconnection from Buckskin Mountain, Utah to Greenehaven, Arizona. Additionally, this agreement will allow SCC to assist with the construction costs of Page Utility Enterprise's point to point fiber optic interconnecton infrastructure from PUE Headquarters to Greenehaven. The combination of these two projects working together (as outlined in this agreement) will allow for Broadband fiber optic interconnection for the Electric Utility and others in Page.

At the October 13, 2015 Regular PUE Board Meeting, the Board reviewed the agreement and Staff's recommendation. The Board voted to recommend that this item be presented to the Page City Council.

PUE General Manager Bryan Hill stated that the SCC agreement was discussed at the earlier City Council Work Session, and agreed that this is a big decision, should the City move forward with the agreement with SCC. Someone had posed a good question: "why does the City need to be involved in this at all?" Mr. Hill explained that the City is the only entity that has the right-of-way to run fiber through Glen Canyon National Recreation Area and across the Colorado River. The fibers need to be owned by the City of Page. The City can contractually grant the right of 24 fibers to someone else, and the fibers will still be owned by the City of Page.

Mr. Hill also made clarification of payments. He stated that if Council approved the agreement with SCC tonight, the City of Page/PUE would need to pay the first one-third tomorrow. When SCC starts construction, the City of Page/PUE would have to pay the second third. Salt River Project (SRP), per their agreement with the City of Page/PUE, would reimburse the City of Page/PUE in January 2016, starting SPR's budget cycle. Mr. Hill provided a copy of the agreement signed by SRP. He stated that this item was not brought before City Council for approval until SRP's budget was approved. SRP signed the agreement in good faith to show that they were committed to the project.

Mayor Diak asked the PUE Board if the agreement came with the Board's recommendation.

PUE Board Members Shayne Jones, Jeff Jones and Ken Sichi were present and stated yes.

The following stated concerns regarding the agreement:  
Steve Blevins, 623 Elm Street, Canyon County Communication  
Omar Moreno, 123 10<sup>th</sup> Avenue

The following spoke in favor of the agreement:

## **Page City Council Regular Meeting-October 14, 2015**

Mark Washburn, 325 Cedar Street  
Kyle Davis, Grandview Street  
Lena Fowler, Coconino County Supervisor, message delivered by Vin Paitoon  
Vin Paitoon, 856 Heron Drive  
Brian Price, 245 Hopi Avenue  
Derrick Boyce, 1036 Gunsight, owner Digital Lands  
Heather Rankin, Rankin Realty  
Brian Kellar 1545 15<sup>th</sup> Avenue  
Andrew Serventi, 331 Date Street, Representing Page High School Student Council  
Jim Hunter, 1602 Pueblo  
Chuck Serventi, School Teacher, 331 Date Street  
Joe McKee, local business owner and resident

There was discussion by the City Council during public comments.

Kerry Kirkpatrick, 1200 Glen Canyon Drive, stated that there was confusion and misunderstanding, and the public needs clarity regarding the agreement.

Jon Jones, President of Canyon Country Communications, stated that he has been very concerned regarding the proposed agreement with SCC. He then commended Bryan Hill for the work he has put into the agreement with SCC. He said that he wanted to point out that Mike East with SCC did not refuse to sell bandwidth to Canyon Country Communications, that the amount would have been more than logically needed for their business plan.

Mayor Diak stated that Council does not take the decision that they are moving into lightly, and that every citizen in Page, Greenehaven, Big Water, and the surrounding area is important.

Vice Mayor Kocjan stated that the City can get out of the agreement, if the City does not need fiber in 20 years; the City has the right to abandonment. He then stated that there have been hours of discussion, that there was an hour of discussion prior to this meeting at the Work Session. A lot of time has been spent on this, and this decision is not being made lightly.

Councilor Tappan thanked the Citizens Alert for letting everyone know when the meeting was, so that they could be present during discussion of this item.

City Attorney Joe Estes stated that there has been a lot of talk about this contract, with people not understanding. He stated that he has been reviewing and revising the contract along with Jennings & Strouss; that this contract was so important that the City went to Jennings & Strouss, who is a preeminent law firm here in Arizona. This contract has been through the hands of many lawyers. This is an agreement that has been looked at and reviewed and does provide for the City. If fiber became obsolete, the City can do an abandonment. He clarified that the 120 years was only for 24 fibers, and that SCC owns the lines from Greenehaven North forever. The contract has been reviewed, and has been recommended to Council.

**Page City Council Regular Meeting-October 14, 2015**

Motion made by Councilor Bryan to authorize the General Manager of Page Utility Enterprises to enter into the Network Extension Build Agreement, as presented, with South Central Communications, Inc. and authorizing payments as specified in the agreement totaling \$1,310,359.00. The motion was duly seconded and passed upon a vote.

Discussion and possible action by the City Council pertaining to a Communications Master Agreement with Salt River Project

Page Utility staff has been in negotiations with Salt River Project (SRP) to work cooperatively to extend fiber optic network infrastructure to Page, Arizona for Page Utility Enterprises (PUE) and SRP facilities. This agreement represents two electric utility entities working cooperatively to meet their common infrastructure needs. This agreement will allow SRP to compensate PUE for the cost to construct a point to point fiber optic interconnection from Buckskin Mountain, Utah to Greenehaven, Arizona. PUE will in turn construct point to point fiber from PUE Headquarters to Greenehaven, Arizona, grant sole use of 12 fibers point to point fiber optic interconnection infrastructure from PUE Headquarters to the eastern Page Corporate Boundaries, provide SRP rack space within PUE facilities for SRP communication equipment, and Page to provide SRP small ground space at the eastern corporate boundary for their communication equipment. SRP will then be a direct customer with South Central Communications.

At the October 13, 2015 Regular PUE Board Meeting, the Board reviewed the agreement and staff's recommendation. The Board voted to present the Network Extension Build Agreement with South Central Communications, Inc. to the City Council.

Page Utilities Enterprises General Manager Bryan Hill presented the agenda item. He stated that Appendix "A" had also been reviewed by Jennings & Strouss and the City Attorney.

Motion made by Vice Mayor Kocjan to authorize the General Manager of Page Utility Enterprises to enter into the Communications Master Agreement, as presented, with Salt River Project. The motion was duly seconded and passed upon a vote.

Mayor Diak thanked the citizens for attending the meeting.

**BUSINESS FROM THE MAYOR**

None scheduled

**BUSINESS FROM THE MANAGER**

None scheduled

**BUSINESS FROM THE CITY ATTORNEY**

None scheduled

Mayor Diak moved this item to this part of the agenda.

**Page City Council Regular Meeting-October 14, 2015**

**BOARDS & COMMISSIONS**

Discussion by the City Council pertaining to reports by Board Liaisons

There was no discussion by the City Council.

**DEPARTMENTS**

None scheduled

**CLAIMS**

None scheduled

**BUSINESS FROM THE COUNCIL**

Pursuant to ARS § 38-431.03 (A) (3) Discussion or consultation for legal advice with the attorney or attorneys of the public body.

Second Amendment to Professional Services Agreement with Lake Powell National Golf Course

Motion made by Councilor Sadler to enter into Executive Session at 8:29 p.m. The motion was duly seconded and passed upon a vote.

Mayor Diak reconvened the Regular City Council Meeting at 8:45 p.m.

Discussion and possible action by the City Council pertaining to approving the Second Amendment to Professional Services Agreement for the Management, Operation and Maintenance of the Lake Powell National Golf Course

Motion made by Vice Mayor Kocjan to approve the Second Amendment to the Professional Services Agreement for the Management, Operation and Maintenance of the Lake Powell National Golf Course effective in 30 days. The motion was duly seconded and passed upon a vote.

**ADJOURN**

The meeting was adjourned at 8:48 p.m.

---

Kim L. Larson  
City Clerk

---

William R. Diak  
Mayor

**PAGE UTILITY ENTERPRISES  
REGULAR BOARD MEETING  
September 8, 2015**

- CALL TO ORDER:** The regular meeting of the Page Utility Board was called to order at 5:30 p.m. by Chairman Rick Yanke. The meeting was held in the Utility Conference Room, 640 Haul Road, Page, Arizona.
- ROLL CALL:** Board members present: Chairman Yanke, Tony Ferrando, Jeff Jones, Ken Sichi, and Council Liaison/Vice Mayor John Kocjan. Shayne Jones was excused.
- Staff present: General Manager, Bryan Hill; Finance Director, Catherine Foley; and Executive Secretary, Donna Roberts.
- Also present: City Attorney, Joe Estes.
- MOMENT OF SILENCE:** The Board observed a moment of silence.
- APPROVAL OF MINUTES:** The August 11, 2015 regular meeting minutes were unanimously approved upon a motion by J. Jones and second by Sichi.
- HEAR FROM THE CITIZENS:** None.
- Motion by J. Jones, seconded by Sichi, to recess into executive session at 5:33 p.m.
- The motion carried unanimously. The audience was excused at this time.
- EXECUTIVE SESSION:** Pursuant to A.R.S. §38-431.03(A)(4), the Board may vote to go into executive session for discussion or consultation with the City Attorney in order to consider its position and instruct its attorney regarding the Utility's position regarding contracts that are the subject of negotiations for the purpose of exploring fiber connectivity with the Page Utility Enterprises offices.
- Reconvene:** Chairman Yanke reconvened the meeting at 6:15 p.m. The City Attorney left the meeting at this time.
- UNFINISHED BUSINESS:** Discussion/Possible Action – Fiber Connectivity with Page Utility Enterprises Offices: No discussion or action taken.
- NEW BUSINESS:** Discussion/Possible Action – WAPA Contract Revision No. 7 to Exhibit A: Bryan presented Exhibit A to WAPA Contract No. 04-SLC-0514 which revises the *Full Requirements Electrical Service Fee* for Fiscal Year 2016. He explained that this revision reduces the annual service fee from \$49,009.00 to \$46,404.91. Staff recommends approval of this revision.

Motion by J. Jones, seconded by Ferrando, to approve Revision #7 to Exhibit A of Western Area Power Administration Contract No. 04-SLC-0514 as presented.

The motion carried unanimously.

**REPORTS:**

**General Manager's Reports:** Bryan reviewed the August reports. He also apprised the Board of the customer concerns received due to the new protocol that Republic Services has put in place.

**Financial Report:** Catherine presented the July Financials.

**Committee Reports:** None.

**Chairman's Report:** None.

**ANOUNCEMENTS:**

The next meeting will be on October 13, 2015. Bryan mentioned that GDS Associates will be giving their presentation for the Water and Sewer Rate Studies at a joint workshop with Council on September 30<sup>th</sup>.

**ADJOURNMENT:**

With no further business, Chairman Yanke adjourned the meeting at 6:43 p.m.

**APPROVED:**

  
Chairman, Page Utility Enterprises Board



**Request for City Council Action**

<b>Title:</b>	Request to accept Delivery of donated Boat from Arizona Game and Fish		
<b>Meeting Date:</b>	October 28, 2015	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	<b>Action:</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	Page Police Department	<b>Supporting Documents:</b>	Bill of Sale
<b>Prepared By:</b>	Chief of Police, F.Balkcom	<b>Presented By:</b>	Joe Estes , City Attorney
<b>Reviewed By:</b>		<b>Approved By:</b>	J. Crystal Prentice, City Manager
<b>Proposed Action:</b>	Motion to accept delivery of donated Boat from Arizona Game and Fish.		

**BACKGROUND:**

At the October 14, 2015 Regular City Council Meeting, Council voted to table this agenda item, to be brought back before City Council at the next Regular City Council Meeting.

Presentation to City Council for approval of accepting a donated 19'8" Boston Whaler patrol boat, 225 Mercury Optimax motor and Boat Master trailer for the utilization of performing Water Patrol Operations and Boating While under the Influence Safety Operations in the City of Page/ Lake Powell jurisdiction. The Page Police Department has responded to Fights and Disturbances at the Chain Area that is located within the jurisdiction of the Page Police Department. There has been more than one occasion where person/s that had been arrested have been walked up the hillside while in handcuffs putting the Officer and suspect/s in danger of falling. The acceptance of the vessel and trailer will allow Officer Bill Schuldies, who is already Boat certified to maneuver the vessel to the beach area and place the suspect/s in the boat for transportation to a safe unloading area.

**BUDGET IMPACT:**

Minimal, gas for operating vessel and maintenance.

**ALTERNATIVES CONSIDERED:**

Continue to request support from Coconino County Sheriff's Office and National Park Service.

**ADVISORY BOARD RECOMMENDATION:**

N/A

**STAFF RECOMMENDATION:**

Move to accept delivery of the donated 19'8" Boston Whaler patrol boat, 225 Mercury Optimax motor and Boat Master Trailer for the utilization of performing Water Patrol Operations



Arizona Game And Fish Department  
 5000 West Carefree Highway  
 Phoenix, Arizona 85086

**BILL OF SALE**

**EQUIPMENT TRANSFERRED TO:**

TO:

Transfer to Surplus Property SP101 Authority # 16-0387

Transfer to ADOA- Risk Mgmt Scott W. Payne  
 Risk Claim # AGFD Officer- Release Agent

Other Transfer to Page PD \_\_\_\_\_  
Signature of transferee Date

**EQUIPMENT DESCRIPTION**

ASSET NUMBER: F4941 and F4941-1  
 MANUFACTURER: Boston Whaler and Boat Master bt  
 VEHICLE ID NUMBER: trailer- 42XBG1924YF009192  
 HULL ID NUMBER (boat): BWCYB037D101 Length Ft. 19 Inches 8  
 YEAR MANUFACTURED: 2001 boat and trailer

\* If watercraft has an engine, please provide information from engine below.

ASSET NUMBER(S): 26777  
 MANUFACTURER(S): Mercury  
 MODEL NUMBER(S): 225 Optimax  
 SERIAL NUMBER(S): 1B312347

Seal Here



[Signature]  
 Signature of Seller/Sellers

[Signature]  
 Notary Public

9/30/15  
 Date

9/30/15  
 Date

**EQUIPMENT Transferred TO:**

Buyer Name	_____	Date of Sale	_____
Buyer Signature	_____	Sales Price	_____
Address	_____	Tax	_____
City, State, Zip	_____	Total Price	_____



**Request for City Council Action**

<b>Title:</b>	Amendments to 3-5-5 of the Code of the City of Page, Lease of City Property		
<b>Meeting Date:</b>	October 28, 2015	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input checked="" type="checkbox"/> Old Business <input type="checkbox"/> New Business <input type="checkbox"/> Other	<b>Action:</b>	<input type="checkbox"/> Motion <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance
<b>Originating Department:</b>	City Attorney	<b>Supporting Documents:</b>	Ordinance 626-15
<b>Prepared By:</b>	City Attorney	<b>Presented By:</b>	City Attorney
<b>Reviewed By:</b>	City Attorney	<b>Approved By:</b>	City Attorney
<b>Proposed Action:</b>	Adoption of Ordinance No. 626-15 to amend certain provisions of Code 3-5-5, Lease of City Property.		

**BACKGROUND:** At the Regular Meeting on October 14, 2015, Council approved the first reading of Ordinance 626-15 that would provide for certain amendments to City Code 3-5-5, Lease of City Property. These amendments included: (1) changing the publication requirements from three (3) weeks to two (2) weeks for publications in a weekly paper; (2) requiring the proposed tenant of a lease to pay for the publication costs; and (3) to establish exemptions from the publication requirement and objections for airport hanger leases and other leases of nominal value. The Ordinance also incorporates a policy statement that public land or buildings shall be leased in a way that maximizes the value of City assets, promotes activities and uses that are in the overall best interest of the city and are consistent with the General Plan.

**BUDGET IMPACT:** Varies - savings of costs of publication for negotiated lease agreements.

**ALTERNATIVES CONSIDERED:** N/A

**ADVISORY BOARD RECOMMENDATION:** N/A

**STAFF RECOMMENDATION:**

- I move to introduce Ordinance No. 626-15 by title only for its second reading.
- I move to adopt Ordinance No. 626-15.

**ORDINANCE NO. 626-15**

**AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, AMENDING CHAPTER 3, ARTICLE 5, SECTION 5, LEASE OF CITY PROPERTY, OF THE CODE OF THE CITY OF PAGE, ESTABLISHING A POLICY STATEMENT, AMENDING THE PUBLICATION REQUIREMENTS, ASSESSING PUBLICATION COSTS TO PROPOSED TENANTS AND ESTABLISHING CERTAIN EXEMPTIONS FOR LEASES OF NOMINAL VALUE.**

**WHEREAS, the City of Page has established certain requirements for the lease of City property as set forth in 3-5-5 of the Code of the City of Page;**

**WHEREAS, the Mayor and Common Council have determined that it would be in the best interest of the City of Page to amend the publication requirements for the lease of City property and require proposed tenants to pay such publication costs; and**

**WHEREAS, the Mayor and Common Council have further determined it would be in the best interest of the City of Page to establish certain exemptions from the publication requirement and objections for airport hanger leases and other leases of nominal value.**

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA, as follows:**

**Section 1: That Chapter 3, Article 5, Section 5 of the Code of the City of Page entitled "Lease of City Property," is hereby amended and adopted as follows:**

**Section 3-5-5 Lease of City Property**

**IT IS THE POLICY OF THE CITY OF PAGE THAT PUBLIC LAND OR BUILDINGS SHALL BE LEASED IN A WAY THAT MAXIMIZES THE VALUE OF CITY ASSETS, PROMOTES ACTIVITIES AND USES THAT ARE IN THE OVERALL BEST INTEREST OF THE CITY, AND ARE CONSISTENT WITH THE GENERAL PLAN. The Council may lease any land or buildings now or hereafter owned by the City of Page on such terms and conditions, including an option to purchase, as the Council may prescribe by public auction, sealed bids or negotiation. All leases made pursuant to public auction or sealed bids shall be made to the highest responsible bidder at the highest rental bid, after notice thereof in accordance with Section 3-5-2(B) herein, stating explicitly the time and conditions of the**

proposed lease. The Council may, in its discretion, reject any and all bids.

All leases made pursuant to negotiation shall be approved by resolution of the Council. Prior to the approval and execution of such a lease, the Council shall publish in a paper of general circulation in the City of Page, a Notice of Intent to Lease City Property once each week for ~~three (3)~~ TWO (2) consecutive weeks if in a weekly paper, with not less than ~~thirteen (13)~~ SIX (6) days intervening between the first and last publication and if in a daily paper, ~~six (6)~~ four (4) consecutive times. The City Clerk shall also post a copy of the notice in at least three (3) public places in the City. The notice shall, at a minimum, contain the names of the parties to the proposed lease, a general ~~and legal~~ description AND ADDRESS of the property to be leased, the proposed use of the property, the term of the lease, and the rental amount of the proposed lease. THE COST OF PUBLICATION SHALL BE PAID BY THE PROPOSED TENANT OF THE LEASE. AIRPORT HANGER LEASES AND OTHER LEASES OF NOMINAL VALUE, WHICH SHALL BE DEEMED LEASES OF LESS THAN \$2,000.00 OF ANNUAL LEASE REVENUE, ARE EXEMPT FROM THE PUBLICATION REQUIREMENTS AND ARE NOT SUBJECT TO OBJECTION AS SET FORTH HEREIN.

In the event the City receives a written objection to the award of a negotiated lease, within ~~fifteen (15)~~ SEVEN (7) days from the first date of the publication, the lease shall not be approved and may only be awarded after public auction or sealed bids. All notices of intent to lease shall contain the information regarding written objections and the manner therefore.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF PAGE, COCONINO COUNTY, ARIZONA this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by the following vote:

Ayes \_\_\_\_\_  
Nays \_\_\_\_\_  
Abstentions \_\_\_\_\_  
Absent \_\_\_\_\_

CITY OF PAGE

By \_\_\_\_\_  
Mayor

**Ordinance No. 626-15**  
**Page 3**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**



## Request for City Council Action

<b>Title:</b>	Employee High Deductible Health Plan (HDHP) Coverage		
<b>Meeting Date:</b>	October 28, 2015	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	<b>Action:</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	Administration	<b>Supporting Documents:</b>	Health Care Plan Info
<b>Prepared By:</b>	Linda Watson, Finance Dir.	<b>Presented By:</b>	City Manager
<b>Reviewed By:</b>	City Manager	<b>Approved By:</b>	City Manager
<b>Proposed Action:</b>	Motion to direct staff to offer an additional health care option to City Employees by means of a High Deductible Health Plan (HDHP) in addition to the existing 4-tier Exclusive Provider Option (EPO) Plan.		

**BACKGROUND:** The 2015 City Council Strategic Plan objective 2.4 reads “review employee insurance and fringe benefits for potential savings.” Staff has completed the review and at the June 10, 2015 meeting, presented City Council with the initial phase of moving from the 2-tier medical coverage plan (single-employee only & family coverage) to a 4-tier medical coverage plan (employee only, employee + spouse, employee + child(ren), and employee + family). This change was approved by City Council and went into effect for eligible City Employees beginning July 1, 2015, realizing an annual savings of approximately \$71,200.

Beginning January 1, 2016, staff is recommending offering employees an additional option of a High Deductible Health Plan (HDHP). With this plan, the employee only coverage would have a \$2800 annual deductible; and the employee+ coverage plan would have a \$5,600 annual deductible. RAGHT requires the employer to contribute a minimum of 25% to a Health Savings Account (HSA), with a maximum contribution amount of 50%. Under this plan, the City/PUE would contribute 35% percent of the annual deductible into the employee’s HSA accounts. In addition, employees may also voluntarily contribute to their HSA account. Those carrying single coverage may contribute an additional \$2,370 per year, while those with family coverage may contribute an additional \$4,790 per year. The Internal Revenue Service regulates the total allowable amount that can be contributed to an HSA account annually and the use of these funds. City/PUE employees will be able to consider this option during a special open enrollment this coming November.

The following tables show the cost comparisons between the existing plan that the City/PUE employees are currently on with the existing EPO 4-tier plan (Table 1) and the proposed additional option of a HDHP (Table 2) and the associated costs with that option.

With each employee that chooses to move to the HDHP option, the City may realize a cost savings due to the lower utilization rate of the employee’s medical services. Employees tend to manage their health care costs more carefully when they can make the choice of participating in a high deductible health plan and have the incentive of building a HSA account for their future needs.

**TABLE 1****CITY/PUE-EPO 4 Tier Plan**

	<u>Monthly Med Premium**</u>	<u>Monthly Employee Contr.</u>	<u>Monthly City Contr.</u>	<u>Annual Premium</u>
Employee	\$515.59	\$51.56	\$464.03	\$5,568.37
Emp/Spouse	\$1,092.31	\$218.46	\$873.85	\$10,486.18
Emp/Child(ren)	\$992.77	\$198.55	\$794.22	\$9,530.59
Emp/Family	\$1,525.38	\$305.08	\$1,220.30	\$14,643.65

\*\*This premium does not include dental and vision coverage.

**TABLE 2****CITY/PUE-HDHP & HSA Plan**

	<u>Monthly Med Premium**</u>	<u>Monthly Employee Contr.</u>	<u>Monthly City Contr. (Incl. 35% HSA)</u>	<u>Annual Premium</u>
Employee	\$408.78	\$40.88	\$449.57	\$5,394.86
Emp/Spouse	\$851.57	\$170.31	\$844.60	\$10,135.15
Emp/Child(ren)	\$784.49	\$156.90	\$790.93	\$9,491.18
Emp/Family	\$1,174.65	\$234.93	\$1,103.06	\$13,236.72

\*\*This premium does not include dental and vision coverage.

**BUDGET IMPACT:** Since moving to the 4-tier EPO Plan in July 2015, we should realize an approximated savings of approximately \$71,200 this first year with the current employee elections. Depending on the number of employees interested in moving to the HDHP will determine if any further cost savings can be incurred by the City of Page.

**STAFF RECOMMENDATION:** Motion to direct staff to offer another health care option to City Employees by means of a High Deductible Health Plan (HDHP) in addition to the existing 4-tier EPO Plan.



## *Request for City Council Action*

<b>Title:</b>	South Central Communications GPON Fiber/Wireless Agreement.		
<b>Meeting Date:</b>	October 28, 2015	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Other	<b>Action:</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	Information Technology	<b>Supporting Documents:</b>	Master Service Agreement and Sales Order
<b>Prepared By:</b>	Michael Bergner	<b>Presented By:</b>	Crystal Prentice
<b>Reviewed By:</b>	City Manager	<b>Approved By:</b>	
<b>Proposed Action:</b>	Approve the GPON Fiber/Wireless Agreement from South Central Communications.		

**BACKGROUND:** The City of Page will be switching internet providers from Cable One to South Central Communications. This switch is needed due to Cable One not being able meet the City's requirements for Internet Service bandwidth to perform even the basic of day to day needs. This lack of bandwidth has affected City operations in all areas including but not limited to EMS and Public Safety, Page Library, Email and Cloud Application Services. This agreement will provide internet access to the City at three primary locations with secondary locations to be serviced through the City's internal network infrastructure. The three primary locations are Page City Hall, Public Safety, and Page Public Library. The agreement term with South Central Communications for Fiber / Wireless services will be for 3 years. Refer to the three attached Sales Orders for the breakdown on bandwidth allotment and costs. South Central Communications is currently installing the equipment to provide the services, which should be available in approximately the next 75 - 90 days.

**BUDGET IMPACT:** The City is currently paying 600.00 a month for the three above mentioned locations. The total fiscal impact will be an additional \$100.00 per month above the current ISP expenditures budgeted. This will cost the current FY 2015/2016 budget approximately \$600.00 more based on six months of remaining service. The total projected cost for the FY 2016/2017 budget would be approximately \$8,400.00, which is an increase of \$1,200.00. The funds have been budgeted under IT Utility Services 10-455-2404 for the FY 2015/2016 budget.

**STAFF RECOMMENDATION:** I move to approve the GPON Fiber/Wireless Agreement from South Central Communications



**South Central Communications**  
 PO Box 555 Escalante, UT 84726  
 435-826-4211

Master Service Agreement: SCC MSA GPON FIBER/WIRELESS 3-YR

**Term of Service: 3 Year**

<b>CUSTOMER INFORMATION</b>			
Business Name: City of Page		Authorized Person: Mike Bergner	
Billing Address: PUBLIC SAFETY-PO BOX 1180		Title: IT Director	
		New Installation Address: Public Safety-808 Copper Mine	
City: Page	State: AZ	Zip: 86040	City: Page State: AZ Zip: 86040
Billing Contact Name: Mike Bergner		Phone #: 928-660-1484	
Billing Contact Email: mike@cityofpage.org		Technical Contact Name: Mike Bergner	
		Phone #: 928-660-1484	
		Technical Contact Email Address: mike@cityofpage.org	

GPON FIBER/WIRELESS		
	CONNECTION LEVEL	MONTHLY PRICE
X GPON Fiber	10/2 Mbps	\$150
GPON Fiber	25/3 Mbps*	\$400
GPON Fiber	50/5 Mbps*	\$650
Public Access		Additional \$50
*Public Access included in 25/3 and 50/5 plan. Public Access is \$50 on 10/2 plan.		

INTERNET
INCLUDED IN GPON FIBER/WIRELESS

The above named Customer hereby orders the Services shown herein for the costs and term indicated above subject to the terms and conditions of the Master Service Agreement (MSA) between Customer and South Central Communications (SCC). The person executing this Service/Customer Order hereby swears and warrants by his/her signature affixed hereon that s/he is duly authorized and has the full legal capacity to order said Services on behalf of Customer and to contractually bind Customer to the costs and terms of this Service Order. This Service Order, its attachments and Customer's related MSA and Service Schedule together comprise the entire agreement of the parties in regard to the Services ordered by Customer under Service Order and there are no other agreements or representations of the parties of any kind that are contingent hereto or that are not expressly stated herein. This Service Order shall become binding only upon written acceptance by an officer of SCC authorized to endorse and accept such Service Orders. Order is subject to an agreed to MSA and Service Schedule. Price does not include applicable taxes and/or fees.

Customer Signature \_\_\_\_\_

**South Central Communications GPON Fiber/Wireless:**

Pricing based on 3 year agreement.

In order to expand our wireless network customer agrees to allow South Central Communications to install equipment to broadcast and receive wireless internet.

This Wireless Service Agreement is transferrable to a fiber service when available.

All sales subject to site survey.

\_\_\_\_\_

Sales Agent: Terrence Mitchell Date:

**SOUTH CENTRAL GPON FIBER/WIRELESS**  
**MASTER SERVICE AGREEMENT**  
SCC MSA GPON FIBER/WIRELESS 3-YR

This Master Service Agreement (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date") by and between South Central Communications ("SCC") and \_\_\_\_\_ ("Customer").

**ARTICLE 1. DEFINITIONS**

- 1.1 "Affiliate" shall mean an entity that now or in the future, directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement. For purposes of the foregoing, "control" shall mean the ownership of (i) greater than fifty percent (50%) of the voting power to elect the directors of the company, or (ii) greater than fifty percent (50%) of the ownership interest in the company.
- 1.2 "Connection Notification" shall mean a notification (written or verbal) from SCC that the Service ordered has been installed by SCC pursuant to the Customer Order, and has been tested and is functioning properly.
- 1.3 "Customer Commit Date" shall mean the date that Service will be available to Customer, if designated on Customer Order or Service Order.
- 1.4 "Customer Order" shall mean a request for Service submitted by Customer in the form designated by SCC. Customer Order may also be referred to as Service Order or Sales Order.
- 1.5 "Customer Premises" shall mean the location or locations occupied by Customer or its end users to which Service is delivered.
- 1.6 "Excused Outage" shall mean any outage, unavailability, delay or other degradation of Service related to, associated with or caused by scheduled maintenance events, Customer actions or inactions, Customer provided power or equipment, any third party, excluding any third party directly involved in the operation and maintenance of the SCC network but including, without limitation, Customer's end users, third party network providers, traffic exchange points controlled by third parties, or any power, equipment or services provided by third parties, or an event of force majeure as defined in Section 7.1.
- 1.7 "Facilities" shall mean any property owned, licensed or leased by SCC or any of its Affiliates and used to deliver Service, including terminal and other equipment, conduit, fiber optic cable, optronics, wires, lines, ports, routers, switches, channel service units, data service units, cabinets, racks, private rooms and the like.
- 1.8 "Gateway" shall mean data center space owned or leased by SCC or any of its Affiliates for the purpose of, among other things, locating and collocating communications equipment.
- 1.9 "Local Loop" shall mean the connection between Customer Premises and a SCC Gateway or other Facility.
- 1.10 "Megabit per second" or "Mbps" shall mean a unit of data rate equal to 1 million bits per second.
- 1.11 "Off-Net" shall mean Service that originates from or terminates to any location that is not on the SCC network.
- 1.12 "On-Net" shall mean Service that originates from and terminates to a location that is on the SCC network.
- 1.13 "Service" shall mean any SCC service described in a Service Schedule and/or identified on a particular line item of a Customer Order.
- 1.14 "Service Commencement Date" shall mean the first to occur of (i) the date the Customer receives the Connection Notification, unless Customer notifies SCC that the Service is not functioning properly as provided in Section 3.1 (or, if two or more Services are designated as "bundled" or as having a "sibling relationship" in any Customer Order, the date Customer receives the Connection Notification for all such Services); and (ii) the date Customer begins using the Service.
- 1.15 "Service Schedule" shall mean a schedule attached hereto, or signed between the parties from time to time and expressly incorporated into this Agreement, setting forth terms and conditions specific to a particular Service, Facilities or other tools made available by SCC.
- 1.16 "Service Term" shall mean the duration of time (measured starting on the Service Commencement Date) for which Service is ordered, as specified in the Customer Order.

**ARTICLE 2. DELIVERY OF SERVICE**

- 2.1 **Submission of Customer Order(s)**. To order any Service, Customer may submit a Customer Order requesting Service. Unless otherwise agreed, Customer is not obligated to submit Customer Orders. The Customer Order and its backup detail must include a description of the Service, the non-recurring charges and monthly recurring charges for Service and the applicable Service Term.
- 2.2 **Acceptance by SCC**. Upon receipt of a Customer Order, if SCC determines (in its sole discretion) to accept the Customer Order, SCC will notify Customer in person, by email, or in writing of its acceptance of the Customer Order and/or Service Order. SCC will become obligated to deliver ordered Service only if SCC has accepted the Customer Order and/or Service Order.
- 2.3 **Credit Approval and Deposits**. Customer will provide SCC with credit information as requested, and delivery of Service is subject to credit approval. SCC may require Customer to make a deposit or deliver another form of security as a condition to SCC's acceptance of any Customer Order, or as a condition to SCC's continuation of Service. The deposit will be held by SCC as security for payment of Customer's charges. When Service to Customer is terminated, the amount of the deposit will be credited to Customer's account and any remaining credit balance will be refunded. Any deposit paid by Customer pursuant to this Section 2.3 will be held by SCC in accordance with the applicable law governing such deposit.

**2.4 Customer Premises.** Customer shall allow SCC access to the Customer Premises to the extent reasonably determined by SCC for the installation, inspection and scheduled or emergency maintenance of Facilities relating to the Service. SCC shall notify Customer at least two (2) business days in advance of any regularly scheduled maintenance that will require access to the Customer Premises or that may result in a material interruption of Service. Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to maintain the proper environment for the Facilities on the Customer Premises. In the event Customer fails to do so, Customer shall reimburse SCC for the actual and reasonable cost of repairing or replacing any Facilities damaged or destroyed as a result of Customer's failure. Customer will provide a safe place to work and comply with all laws and regulations regarding the working conditions on the Customer Premises.

**2.5 SCC Facilities.** Except as otherwise agreed, title to all Facilities shall remain with SCC. SCC will provide and maintain the Facilities in good working order. Customer shall not, and shall not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Facilities, without the prior written consent of SCC. The Facilities shall not be used for any purpose other than that for which SCC provides them. Customer shall not take any action that causes the imposition of any lien or encumbrance on the Facilities. In no event will SCC be liable to Customer or any other person for interruption of Service or for any other loss, cost or damage caused by or related to improper use or maintenance of the Facilities by Customer or any third party gaining access to the Facilities by Customer in violation of this Agreement, and Customer shall reimburse SCC for any damages incurred as a result thereof. Customer agrees (which agreement shall survive the expiration, termination or cancellation of any Customer Order) to allow SCC to remove the Facilities from the Customer Premises:

(A) after termination, expiration or cancellation of the Service Term of any Service in connection with which the Facilities were used; or

(B) for repair, replacement or otherwise as SCC may determine is necessary or desirable, but SCC will use reasonable efforts to minimize disruptions to the Service caused thereby.

**2.6 Customer-Provided Equipment.** SCC may install certain Customer-provided communications equipment upon installation of Service, but SCC shall not be responsible for the operation or maintenance of any Customer-provided communication equipment. SCC undertakes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to Customer's routers or other Customer-provided equipment used for access to or the exchange of traffic in connection with the Service.

### **ARTICLE 3. BILLING AND PAYMENT**

**3.1 Commencement of Billing.** Upon installation and testing of the Service ordered in any Customer Order, SCC will notify Customer either in person, by email, or by mail that the Services are installed and connected ("Connection Notification"). Upon receipt of the Connection Notification, Customer shall have a period of seventy two (72) hours to confirm that the Service has been installed and is properly functioning. Unless Customer delivers written notice to SCC

within such seventy two (72) hour period that the Service is not installed in accordance with the Customer Order and functioning properly, billing shall commence on the applicable Service Commencement Date, regardless of whether Customer has procured services from other carriers needed to operate the Service, and regardless of whether Customer is otherwise prepared to accept delivery of ordered Service. In the event that Customer notifies SCC within the time period stated above that the Service is not installed and functioning properly, then SCC shall correct any deficiencies in the Service and deliver a new Connection Notification to Customer, after which the process stated herein shall be repeated.

**3.2 Charges.** The Customer Order will set forth the applicable non-recurring charges and recurring charges for the Service. Unless otherwise expressly specified in the Customer Order, any non-recurring charges shall be invoiced by SCC to Customer upon the Service Commencement Date. However, in the event such Service requires SCC to install additional infrastructure, cabling, electronics or other materials in the provision of the Service, such Customer Order may include (as specified therein) non-recurring charges that are payable by Customer in advance of the Service Commencement Date, as mutually agreed between the parties. In the event Customer fails to pay such non-recurring charges within the time period specified in the Customer Order, SCC may suspend installation of the Service (without any liability, including but not limited to liability for credits) until receipt of such non-recurring charges. If Customer requests and SCC approves (in its sole discretion) any changes to the Customer Order or Service after acceptance by SCC, including, without limitation, the Customer requested date for delivery of Service or Service Commencement Date, additional non-recurring charges and/or monthly recurring charges not otherwise set forth in the Customer Order may apply.

**3.3 Payment of Invoices.** Customer will pay each invoice for monthly recurring charges or non-recurring charges within 30 days following the date the order is delivered or the date an invoice is received, whichever is later (the "Due Date"). Customer is responsible to timely pay all undisputed charges. After 30 days following the Due Date SCC may assess overdue account charges to Customer at the rate of one and a half percent per month or the allowable amount by law on the outstanding balance.

**3.4 Taxes and Fees.** All charges for Service are net of Applicable Taxes (as defined below). Except for taxes based on SCC's net income, Customer will be responsible for all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges, however designated, imposed on, incident to, or based upon the provision, sale or use of the Service (collectively "Applicable Taxes"). If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting SCC with a valid exemption certificate (in a form reasonably acceptable to SCC). SCC will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by SCC to Customer only for the period following SCC's receipt of such exemption certificate.

**3.5 Regulatory and Legal Changes.** In the event of any change in applicable law, regulation, decision, rule or order

that materially increases the costs or other terms of delivery of Service, SCC and Customer will negotiate regarding the rates to be charged to Customer to reflect such increase in cost and, in the event that the parties are unable to reach agreement respecting new rates within thirty (30) days after SCC's delivery of written notice requesting renegotiation, then (a) SCC may pass such increased costs through to Customer, and (b) if SCC elects to pass such increased costs through to Customer, Customer may terminate the affected Service without termination liability by delivering written notice of termination no later than thirty (30) days after the effective date of the rate increase.

**3.6 Disputed Invoices.** If Customer reasonably disputes any portion of a SCC invoice, Customer must pay the undisputed portion of the invoice and submit written notice of the claim (in a form reasonably requested by SCC) for the disputed amount. All claims must be submitted to SCC in writing within sixty (60) days from the date of the invoice for those Services. In the event that the dispute is resolved against Customer, Customer shall pay such amounts according to the terms referenced in Section 3.3.

### **3.7 Termination Charges.**

(A) Customer may cancel a Service following SCC's acceptance of the applicable Customer Order and prior to the Service Commencement Date, upon prior written notice to SCC (in a form reasonably requested by SCC). In the event that Customer does so, or in the event that the delivery of such Service is terminated by SCC as the result of an uncured default by Customer pursuant to Section 4.2 of this Agreement, Customer shall pay SCC a cancellation charge equal to the sum of:

- (i) any third party cancellation/termination charges related to the installation and/or cancellation of Service;
- (ii) Charges incurred by SCC related to the installation of cancelled services up to the date of cancellation.
- (iii) three (3) months of all monthly recurring charges specified in Customer Order.

Customer's right to cancel any particular Service under this Section 3.7(A) shall automatically expire and shall no longer apply upon SCC's delivery to Customer of a Connection Notification for such Service.

(B) In addition to Customer's right of cancellation under Section 3.7(A) above, Customer may terminate Service prior to the end of the Service Term upon ninety (90) days' prior written notice to SCC (in a form reasonably requested by SCC). If Customer terminates Service after Customer's receipt of the Connection Notification for a particular Service and prior to the end of the Service Term, or in the event that the delivery of Service is terminated by SCC as the result of an uncured default by Customer pursuant to Section 4.2 of this Agreement, Customer shall pay SCC a termination charge equal to the sum of:

- (i) all unpaid amounts for Service provided through the date of termination;
- (ii) any third party cancellation/termination charges related to the installation and/or termination of Service;

(iii) the non-recurring charges (including any non-recurring charges that were waived by SCC at the time of the Customer Order) for the cancelled Service, if not already paid; and

(iv) the percentage of the monthly recurring charges for the terminated Service calculated from the effective date of termination as 100% of the remaining monthly recurring charges that would have been incurred for the Service through the end of the Service Term.

(C) The parties acknowledge that the cancellation or termination charges set forth in this Section 3.7 are a genuine estimate of the actual damages that SCC will suffer and are not a penalty.

**3.8 Fraudulent Use of Services.** Customer is responsible for all charges attributable to Customer incurred respecting Service, even if incurred as the result of fraudulent or unauthorized use of Service; except Customer shall not be responsible for fraudulent or unauthorized use by SCC or its employees.

## **ARTICLE 4. TERM AND TERMINATION**

### **4.1 Term.**

(A) This Agreement shall become effective on the Effective Date and shall continue for three (3) years thereafter ("Agreement Term"), unless earlier terminated as provided herein. The Agreement Term shall automatically renew for a successive three (3) year period unless either party delivers written notice of its intent to terminate at least ninety (90) days prior to the end of the initial Agreement Term.

(B) Except as otherwise set forth herein, SCC shall deliver the Service for the entire duration of the Service Term, and Customer shall pay all charges for delivery thereof through the end of the Service Term. To the extent that the Service Term for any Service extends beyond the Agreement Term, then this Agreement shall remain in full force and effect for such Service until the expiration or termination of such Service Term.

**4.2 Default By Customer.** If (i) Customer makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief; (ii) an involuntary petition in bankruptcy or other insolvency protection against Customer is filed and not dismissed within sixty (60) days; (iii) Customer fails to make any payment required hereunder when due, and such failure continues for a period of ten (10) business days after written notice from SCC; (iv) Customer fails to observe and perform any material term of this Agreement (other than payment terms) and such failure continues for a period of thirty (30) days after written notice from SCC; or (v) Customer's use of Service materially exceeds Customer's credit limit, unless within one (1) business day's written notice thereof by SCC, Customer provides adequate security for payment for Service; then SCC may: (A) terminate this Agreement and any Customer Order, in whole or in part, in which event SCC shall have no further duties or obligations thereunder, and/or (B) subject to Section 5.1, pursue any remedies SCC may have under this Agreement, at law or in equity.

4.3 **Default By SCC.** If (i) SCC makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief; (ii) an involuntary petition in bankruptcy or other insolvency protection against SCC is filed and not dismissed within sixty (60) days; or (iii) SCC fails to observe and perform any material term of this Agreement (other than as provided in Section 4.4 and Article 6) and such failure continues for a period of thirty (30) days after written notice from Customer; then Customer may: (A) terminate this Agreement and/or any Customer Order, in whole or in part, in which event Customer shall have no further duties or obligations thereunder, and/or (B) subject to Section 5.1, pursue any remedies Customer may have under this Agreement, at law or in equity.

#### 4.4 Other Rights of Termination.

(A) If SCC's installation of Service is delayed for more than thirty (30) business days beyond the Customer Commit Date, if any, for reasons other than a Force Majeure event, Customer may terminate and discontinue the affected Service upon written notice to SCC and without payment of any applicable termination charge; provided such written notice is delivered prior to SCC delivering to Customer the Connection Notification for the affected Service. This Section 4.4 shall not apply to any Service where SCC (or a third party contractor engaged by SCC) is constructing Facilities in or to the Customer Premises necessary for delivery of such Service.

#### 4.5 Termination of Service for Cause

(A) **Nonpayment of Deposit or Prepayment.** SCC may, upon non-receipt of requested Deposit or additional Pre-payment funds, or an increase or change in deposit/pre-payment within 48 hours of its request to customer, or timeframe charges, balance sufficient to pay for current and projected charges, whichever is lesser, and such time period shall not expose SCC to providing services without a secured form of payment; discontinue the Services without incurring any liability.

(B) **Nonpayment of Service.** SCC may upon non receipt of payment as prescribed in this agreement, or in addition, relevant Annex(es), discontinue Services without incurring any liability, if any Customer Invoice is Past Due, or payment is not received in time or manner as prescribed with 10 day prior written notice. If Customer has sufficient balance in account to cover additional services, Customer may request to continue service until balance is depleted. SCC will not discontinue service without notice.

(C) **Other Causes.** SCC may, upon seven (7) days prior written notice, discontinue the Services in the event of a breach of this Agreement by Customer, fraudulent use of the Services by Customer, fraud or other misrepresentation in any submission of information to SCC by Customer, or violations of the prohibited uses set forth in the Section in this Agreement or other Annex(es).

(D) **Bankruptcy.** SCC may immediately discontinue or suspend delivery of the Services to Customer if Customer files for bankruptcy or reorganization or Customer fails to discharge an involuntary petition within thirty (30) days after such filing, or if Customer otherwise becomes insolvent.

#### ARTICLE 5. LIABILITIES AND INDEMNIFICATION

5.1 **No Special Damages.** Notwithstanding any other provision hereof (other than Section 5.3), neither party shall be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, damages for lost profits, lost revenues or the cost of purchasing replacement services) arising out of the performance or failure to perform under this Agreement or any Customer Order. Nothing in this Agreement shall be construed as limiting the liability of either party for personal injury or death resulting from the negligence of a party or its employees.

5.2 **Disclaimer of Warranties: Limitation of Liability.** SCC MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

5.3 **Indemnification.** Each party shall indemnify the other from any claims by third parties and expenses (including legal fees and court costs) respecting damage to tangible property, personal injury or death caused by such party's negligence or willful misconduct, and infringement on the intellectual property of a third party.

6.1 **Service Interruptions and Delivery.** To report issues related to Service performance, Customer may contact SCC

#### ARTICLE 6. SERVICE LEVEL

(E) **Rights and Obligations.** Upon termination of this Agreement, all rights to the Services granted to Customer or its authorized user under this Agreement will immediately cease and terminate. Termination of this Agreement does not release Customer from the obligation to pay and all accrued charges under this Agreement, unless otherwise expressly provided in this Agreement.

(F) **Withdrawal of Services.** Notwithstanding anything else herein or in the Agreement to the contrary, SCC reserves the right, in its sole discretion to discontinue the provision of the Services at any time during the Initial Term of the Agreement or any renewal term upon ninety (90) days prior written notice to Customer.

(G) **DID Numbers After Termination.** Upon the termination of this Agreement, Customer may retain control of any non-shared DID numbers provide by SCC to Customer; provided, however, that Customer will be solely responsible to contact the underlying provider of such non-shared DID numbers to transfer control to Customer and Customer will be solely responsible for any additional costs incurred by Customer or SCC related to such non-shared DID numbers.

(H) **Early Termination.** In the case of early termination of the fixed term pursuant to this Agreement prior to the expiration of the Term either by SCC pursuant to this Paragraph or by Customer for any reason other than a material breach solely attributable to SCC, Customer shall remain liable for the Termination Charges specified in Section 3.7 above.

Customer Service by calling toll free in the U.S. 888-826-4211 or such other numbers for SCC Customer Service. In order for SCC to investigate any reported issues, Customer agrees to provide SCC with supporting information as reasonably requested by SCC, which may include (as applicable), without limitation, circuit ID, circuit end-point(s), IP address(es), originating phone number and terminating phone number.

**6.2 Service Level Credits.** GPON Fiber is not a guaranteed service. Any outages and/or failures will be handled within a timely manner consistent with South Central Communications' standard business practices. South Central Communications cannot and does not guarantee uninterrupted or error-free service. You agree to indemnify and hold harmless South Central Communications and its officers, directors, employees and agents from any loss suffered by you or your family or others using your account incurred directly or indirectly from use of the Services, or loss of use or interruption of the Services.

## **ARTICLE 7. GENERAL TERMS**

**7.1 Force Majeure.** Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event"). In the event SCC is unable to deliver Service as a result of a force majeure event, Customer shall not be obligated to pay SCC for the affected Service for so long as SCC is unable to deliver the affected Service.

**7.2 Assignment and Resale.** Customer may not assign its rights and obligations under this Agreement or any Customer Order without the express prior written consent of SCC, which will not be unreasonably withheld. This Agreement shall apply to any permitted transferees or assignees. Notwithstanding any assignment by Customer, Customer shall remain liable for the payment of all charges due under each Customer Order. Customer may not resell the Service to third party "end users";

### **7.3 Affiliates.**

(A) Service may be provided to Customer pursuant to this Agreement by an Affiliate of SCC, including, without limitation, an Affiliate authorized to provide Service in a country other than the country within which this Agreement has been executed. If a Customer Order requires the delivery of Service in a jurisdiction where, in order for such Customer Order to be enforceable against the parties, additional terms must be added, then the parties shall incorporate such terms into the Customer Order (preserving, to the fullest extent possible, the terms of this Agreement). Notwithstanding any provision of Service to Customer pursuant to this Agreement by an Affiliate of SCC, SCC shall remain responsible to Customer for the delivery and performance of the Service in accordance with the terms and conditions of this Agreement.

(B) The parties acknowledge and agree that Customer's Affiliates may purchase Service under this Agreement; provided, however, any such Customer Affiliate purchasing Service hereunder agrees that such Service is provided pursuant to and governed by the terms and conditions of this Agreement. Customer shall be jointly and severally liable for all claims and liabilities arising under this Agreement related to Service ordered by any Customer Affiliate, and any event of default under this Agreement by any Customer Affiliate shall

also be deemed an event of default by Customer. Any reference to Customer in this Agreement with respect to Service ordered by a Customer Affiliate shall also be deemed a reference to the applicable Customer Affiliate.

(C) Notwithstanding anything in this Agreement to the contrary, either party may provide a copy of this Agreement to its Affiliate or such other party's Affiliate for purposes of this Section 7.3, without notice to, or consent of, the other party.

**7.4 Notices.** Notices hereunder shall be in writing and sufficient and received if delivered in person, or when sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service (or other applicable postal delivery service), addressed as follows:

IF TO SCC:

For billing inquiries/disputes and/or requests for disconnection of Service (for other than default):

South Central Communications  
PO Box 555  
Escalante UT. 84726  
Attn: Accounts Receivable

IF TO CUSTOMER:

City of Page  
P.O. Box 1180  
Page, Arizona 86040  
Attn: City Manager  
Email: citymanager@cityofpage.org

or at such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. All such notices shall be deemed to have been given on (i) the date delivered if delivered personally, (ii) the business day after dispatch if sent by overnight courier, (iii) the third business day after posting if sent by U.S. Postal Service (or other applicable postal delivery service), or (iv) the date of transmission if delivered by facsimile or electronic mail (or the business day after transmission if transmitted on a weekend or legal holiday). Notwithstanding the foregoing, any notices delivered by SCC to Customer in the normal course of provisioning of Service hereunder shall be deemed properly given if delivered via any of the methods described above or via electronic mail to the address listed on any Customer Order.

**7.5 Acceptable Use Policy.** Customer's use of Service shall at all times comply with SCC's then-current Acceptable Use Policy and Privacy Policy, as amended by SCC and communicated in writing to Customer from time to time and which are also available through SCC's web site at [www.socen.com](http://www.socen.com). SCC will notify Customer of complaints received by SCC regarding each incident of alleged violation of SCC's Acceptable Use Policy by Customer or third parties that have gained access to the Service through Customer. Customer agrees that it will promptly investigate all such complaints and take all necessary actions to remedy any actual violations of SCC's Acceptable Use Policy. SCC may identify to the complainant that Customer, or a third party that

gained access to the Service through Customer, is investigating the complaint and may provide the complainant with the necessary information to contact Customer directly to resolve the complaint. Customer shall identify a representative for the purposes of receiving such communications.

**7.6 Data Protection.** During the performance of this Agreement, it may be necessary for SCC to transfer, process and store billing and utilization data and other data necessary for SCC's operation of its network and for the performance of its obligations under this Agreement. The transfer, processing and storing of such data may be to or from the United States. Customer hereby consents that SCC may (i) transfer, store and process such data in the United States; and (ii) use such data for its own internal purposes and as allowed by law. This data will not be disclosed to third parties.

**7.7 Contents of Communications.** SCC shall have no liability or responsibility for the content of any communications transmitted via the Service, and Customer shall defend, indemnify and hold SCC harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related to such content or for claims by third parties relating to Customer's use of Service. SCC provides only access to the Internet; SCC does not operate or control the information, services, opinions or other content of the Internet. Customer agrees that it shall make no claim whatsoever against SCC relating to the content of the Internet or respecting any information, product, service or software ordered through or provided by virtue of the Internet.

**7.8 Publicity.** For a period of two (2) years from the date of disclosure thereof, each Party shall maintain the confidentiality of all information or data of any nature ("Information") provided to it by the other Party hereto provided such Information contains a conspicuous marking identifying it as "Confidential" or "Proprietary" or is inherently of a confidential nature (i.e., customer or cost data). Each Party shall use the same efforts (but in no case less than reasonable efforts) to protect the Information it receives hereunder as it accords to its own Information. The above requirements shall not apply to Information which is already in the possession of the receiving Party through no breach of an obligation of confidentiality to the disclosing Party or any third party, is already publicly available through no breach of this Agreement or has been previously independently developed by the receiving Party. This Agreement shall not prevent any disclosure of Information pursuant to applicable law or regulation, provided that prior to making such disclosure, the receiving Party shall use reasonable efforts to notify the disclosing Party of this required disclosure. Each Party acknowledges that its breach or threatened breach of this Section may cause the Disclosing Party irreparable harm, which would not be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the Receiving Party agrees that equitable relief, including temporary or permanent injunctions, is an available remedy in addition to any legal remedies to which the Disclosing Party may be entitled. At the request of the Disclosing Party upon termination of this Agreement or at any time or from time to time thereafter, the Receiving Party shall, as promptly as practicable and in all cases within five (5) days of such request, deliver to Disclosing Party all proprietary information of Disclosing Party then in Receiving Party's possession or under Receiving Party's control or, in lieu thereof, Receiving Party may destroy all of Receiving Party's copies of such

proprietary information and certify to Disclosing Party in writing that such destruction has been accomplished.

**7.10 Disclosure of Customer Information.** SCC reserves the right to provide any customer or potential customer bound by a nondisclosure agreement access to a list of SCC's customers and a description of Service purchased by such customers. Customer consents to such disclosure, including the listing of Customer's name and Service purchased by Customer (financial terms relating to the purchase shall not be disclosed).

**7.11 Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Arizona, U.S.A., without regard to its choice of law rules.

**7.12 Entire Agreement.** This Agreement, including any Service Schedule(s) and Customer Order(s) executed hereunder, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service, which are of no further force or effect

**7.13 Policy Changes.** SCC will provide the Customer with ten (10) days written prior notice of any and all changes in policy and technical issues that might affect Customer's compliance with this Agreement.

**7.14 Order of Precedence.** In the event of any conflict between this Agreement and the terms and conditions of any Service Schedule and/or Customer Order, the order of precedence is as follows: (1) the Service Schedule, (2) this Agreement, and (3) the Customer Order.

**7.15 Survival.** The provisions of this Article 7 and Articles 3, 5 and 6 and any other provisions of this Agreement that by their nature are meant to survive the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

**7.16 Relationship of the Parties.** The relationship between Customer and SCC shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, without limitation, for federal income tax purposes.

**7.17 No Waiver.** No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s).

**7.18 Severability.** If any provision of this Agreement shall be declared invalid or unenforceable under applicable law, said provision shall be ineffective only to the extent of such declaration and shall not affect the remaining provisions of this Agreement. In the event that a material and fundamental provision of this Agreement is declared invalid or unenforceable under applicable law, the parties shall negotiate in good faith respecting an amendment hereto that would preserve, to the fullest extent possible, the respective benefits and burdens imposed on each party under this Agreement as originally executed.

**7.19 Joint Product.** The parties acknowledge that this Agreement is the joint work product of the parties. Accordingly, in the event of ambiguities in this Agreement, no

inferences shall be drawn against either party on the basis of authorship of this Agreement.

7.20 **Third Party Beneficiaries.** This Agreement shall be binding upon, inure solely to the benefit of and be enforceable by each party hereto and their respective successors and assigns hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

7.21 **Attorney's Fees.** In the event a party takes action to enforce any of the terms of this Agreement, the prevailing party shall be awarded its costs, litigation expenses and reasonable attorney's fees.

7.22 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date written above.

<p><b>South Central Communications ("SCC")</b></p> <p>By</p> <p>Name</p> <p>Title</p>	<p>_____ ("Customer")</p> <p>By</p> <p>Name</p> <p>Title</p>
---------------------------------------------------------------------------------------	--------------------------------------------------------------



**South Central Communications**  
 PO Box 555 Escalante, UT 84726  
 435-826-4211

Master Service Agreement: SCC MSA GPON FIBER/WIRELESS 3-YR

**Term of Service: 3 Year**

<b>CUSTOMER INFORMATION</b>					
Business Name: City of Page			Authorized Person: Mike Bergner		
Billing Address: PUBLIC LIBRARY-PO BOX 1180			Title: IT Director		
			New Installation Address: Public Library-479 South Lake Powell BLVD		
City: Page	State: AZ	Zip: 86040	City: Page	State: AZ	Zip: 86040
Billing Contact Name: Mike Bergner		Phone #: 928-660-1484	Technical Contact Name: Mike Bergner		Phone #: 928-660-1484
Billing Contact Email: mike@cityofpage.org			Technical Contact Email Address: mike@cityofpage.org		

GPON FIBER/WIRELESS		
	CONNECTION LEVEL	MONTHLY PRICE
GPON Fiber	10/2 Mbps	\$150
X GPON Fiber	25/3 Mbps*	\$400
GPON Fiber	50/5 Mbps*	\$650
Public Access		Additional \$50

\*Public Access included in 25/3 and 50/5 plan. Public Access is \$50 on 10/2 plan.

INTERNET
INCLUDED IN GPON FIBER/WIRELESS

The above named Customer hereby orders the Services shown herein for the costs and term indicated above subject to the terms and conditions of the Master Service Agreement (MSA) between Customer and South Central Communications (SCC). The person executing this Service/Customer Order hereby swears and warrants by his/her signature affixed hereon that s/he is duly authorized and has the full legal capacity to order said Services on behalf of Customer and to contractually bind Customer to the costs and terms of this Service Order. This Service Order, its attachments and Customer's related MSA and Service Schedule together comprise the entire agreement of the parties in regard to the Services ordered by Customer under Service Order and there are no other agreements or representations of the parties of any kind that are contingent hereto or that are not expressly stated herein. This Service Order shall become binding only upon written acceptance by an officer of SCC authorized to endorse and accept such Service Orders. Order is subject to an agreed to MSA and Service Schedule. Price does not include applicable taxes and/or fees.

Customer Signature \_\_\_\_\_

**South Central Communications GPON Fiber/Wireless:**

Pricing based on 3 year agreement.

In order to expand our wireless network customer agrees to allow South Central Communications to install equipment to broadcast and receive wireless internet.

This Wireless Service Agreement is transferrable to a fiber service when available.

All sales subject to site survey.

\_\_\_\_\_  
 Sales Agent: Terrence Mitchell

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

**SOUTH CENTRAL GPON FIBER/WIRELESS**  
**MASTER SERVICE AGREEMENT**  
SCC MSA GPON FIBER/WIRELESS 3-YR

This Master Service Agreement (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between South Central Communications ("SCC") and \_\_\_\_\_ ("Customer").

**ARTICLE 1. DEFINITIONS**

1.1 "Affiliate" shall mean an entity that now or in the future, directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement. For purposes of the foregoing, "control" shall mean the ownership of (i) greater than fifty percent (50%) of the voting power to elect the directors of the company, or (ii) greater than fifty percent (50%) of the ownership interest in the company.

1.2 "Connection Notification" shall mean a notification (written or verbal) from SCC that the Service ordered has been installed by SCC pursuant to the Customer Order, and has been tested and is functioning properly.

1.3 "Customer Commit Date" shall mean the date that Service will be available to Customer, if designated on Customer Order or Service Order.

1.4 "Customer Order" shall mean a request for Service submitted by Customer in the form designated by SCC. Customer Order may also be referred to as Service Order or Sales Order.

1.5 "Customer Premises" shall mean the location or locations occupied by Customer or its end users to which Service is delivered.

1.6 "Excused Outage" shall mean any outage, unavailability, delay or other degradation of Service related to, associated with or caused by scheduled maintenance events, Customer actions or inactions, Customer provided power or equipment, any third party, excluding any third party directly involved in the operation and maintenance of the SCC network but including, without limitation, Customer's end users, third party network providers, traffic exchange points controlled by third parties, or any power, equipment or services provided by third parties, or an event of force majeure as defined in Section 7.1.

1.7 "Facilities" shall mean any property owned, licensed or leased by SCC or any of its Affiliates and used to deliver Service, including terminal and other equipment, conduit, fiber optic cable, optronics, wires, lines, ports, routers, switches, channel service units, data service units, cabinets, racks, private rooms and the like.

1.8 "Gateway" shall mean data center space owned or leased by SCC or any of its Affiliates for the purpose of, among other things, locating and collocating communications equipment.

1.9 "Local Loop" shall mean the connection between Customer Premises and a SCC Gateway or other Facility.

1.10 "Megabit per second" or "Mbps" shall mean a unit of data rate equal to 1 million bits per second.

1.11 "Off-Net" shall mean Service that originates from or terminates to any location that is not on the SCC network.

1.12 "On-Net" shall mean Service that originates from and terminates to a location that is on the SCC network.

1.13 "Service" shall mean any SCC service described in a Service Schedule and/or identified on a particular line item of a Customer Order.

1.14 "Service Commencement Date" shall mean the first to occur of (i) the date the Customer receives the Connection Notification, unless Customer notifies SCC that the Service is not functioning properly as provided in Section 3.1 (or, if two or more Services are designated as "bundled" or as having a "sibling relationship" in any Customer Order, the date Customer receives the Connection Notification for all such Services); and (ii) the date Customer begins using the Service.

1.15 "Service Schedule" shall mean a schedule attached hereto, or signed between the parties from time to time and expressly incorporated into this Agreement, setting forth terms and conditions specific to a particular Service, Facilities or other tools made available by SCC.

1.16 "Service Term" shall mean the duration of time (measured starting on the Service Commencement Date) for which Service is ordered, as specified in the Customer Order.

**ARTICLE 2. DELIVERY OF SERVICE**

2.1 **Submission of Customer Order(s)**. To order any Service, Customer may submit a Customer Order requesting Service. Unless otherwise agreed, Customer is not obligated to submit Customer Orders. The Customer Order and its backup detail must include a description of the Service, the non-recurring charges and monthly recurring charges for Service and the applicable Service Term.

2.2 **Acceptance by SCC**. Upon receipt of a Customer Order, if SCC determines (in its sole discretion) to accept the Customer Order, SCC will notify Customer in person, by email, or in writing of its acceptance of the Customer Order and/or Service Order. SCC will become obligated to deliver ordered Service only if SCC has accepted the Customer Order and/or Service Order.

2.3 **Credit Approval and Deposits**. Customer will provide SCC with credit information as requested, and delivery of Service is subject to credit approval. SCC may require Customer to make a deposit or deliver another form of security as a condition to SCC's acceptance of any Customer Order, or as a condition to SCC's continuation of Service. The deposit will be held by SCC as security for payment of Customer's charges. When Service to Customer is terminated, the amount of the deposit will be credited to Customer's account and any remaining credit balance will be refunded. Any deposit paid by Customer pursuant to this Section 2.3 will be held by SCC in accordance with the applicable law governing such deposit.

**2.4 Customer Premises.** Customer shall allow SCC access to the Customer Premises to the extent reasonably determined by SCC for the installation, inspection and scheduled or emergency maintenance of Facilities relating to the Service. SCC shall notify Customer at least two (2) business days in advance of any regularly scheduled maintenance that will require access to the Customer Premises or that may result in a material interruption of Service. Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to maintain the proper environment for the Facilities on the Customer Premises. In the event Customer fails to do so, Customer shall reimburse SCC for the actual and reasonable cost of repairing or replacing any Facilities damaged or destroyed as a result of Customer's failure. Customer will provide a safe place to work and comply with all laws and regulations regarding the working conditions on the Customer Premises.

**2.5 SCC Facilities.** Except as otherwise agreed, title to all Facilities shall remain with SCC. SCC will provide and maintain the Facilities in good working order. Customer shall not, and shall not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Facilities, without the prior written consent of SCC. The Facilities shall not be used for any purpose other than that for which SCC provides them. Customer shall not take any action that causes the imposition of any lien or encumbrance on the Facilities. In no event will SCC be liable to Customer or any other person for interruption of Service or for any other loss, cost or damage caused by or related to improper use or maintenance of the Facilities by Customer or any third party gaining access to the Facilities by Customer in violation of this Agreement, and Customer shall reimburse SCC for any damages incurred as a result thereof. Customer agrees (which agreement shall survive the expiration, termination or cancellation of any Customer Order) to allow SCC to remove the Facilities from the Customer Premises:

(A) after termination, expiration or cancellation of the Service Term of any Service in connection with which the Facilities were used; or

(B) for repair, replacement or otherwise as SCC may determine is necessary or desirable, but SCC will use reasonable efforts to minimize disruptions to the Service caused thereby.

**2.6 Customer-Provided Equipment.** SCC may install certain Customer-provided communications equipment upon installation of Service, but SCC shall not be responsible for the operation or maintenance of any Customer-provided communication equipment. SCC undertakes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to Customer's routers or other Customer-provided equipment used for access to or the exchange of traffic in connection with the Service.

### **ARTICLE 3. BILLING AND PAYMENT**

**3.1 Commencement of Billing.** Upon installation and testing of the Service ordered in any Customer Order, SCC will notify Customer either in person, by email, or by mail that the Services are installed and connected ("Connection Notification"). Upon receipt of the Connection Notification, Customer shall have a period of seventy two (72) hours to confirm that the Service has been installed and is properly functioning. Unless Customer delivers written notice to SCC

within such seventy two (72) hour period that the Service is not installed in accordance with the Customer Order and functioning properly, billing shall commence on the applicable Service Commencement Date, regardless of whether Customer has procured services from other carriers needed to operate the Service, and regardless of whether Customer is otherwise prepared to accept delivery of ordered Service. In the event that Customer notifies SCC within the time period stated above that the Service is not installed and functioning properly, then SCC shall correct any deficiencies in the Service and deliver a new Connection Notification to Customer, after which the process stated herein shall be repeated.

**3.2 Charges.** The Customer Order will set forth the applicable non-recurring charges and recurring charges for the Service. Unless otherwise expressly specified in the Customer Order, any non-recurring charges shall be invoiced by SCC to Customer upon the Service Commencement Date. However, in the event such Service requires SCC to install additional infrastructure, cabling, electronics or other materials in the provision of the Service, such Customer Order may include (as specified therein) non-recurring charges that are payable by Customer in advance of the Service Commencement Date, as mutually agreed between the parties. In the event Customer fails to pay such non-recurring charges within the time period specified in the Customer Order, SCC may suspend installation of the Service (without any liability, including but not limited to liability for credits) until receipt of such non-recurring charges. If Customer requests and SCC approves (in its sole discretion) any changes to the Customer Order or Service after acceptance by SCC, including, without limitation, the Customer requested date for delivery of Service or Service Commencement Date, additional non-recurring charges and/or monthly recurring charges not otherwise set forth in the Customer Order may apply.

**3.3 Payment of Invoices.** Customer will pay each invoice for monthly recurring charges or non-recurring charges within 30 days following the date the order is delivered or the date an invoice is received, whichever is later (the "Due Date"). Customer is responsible to timely pay all undisputed charges. After 30 days following the Due Date SCC may assess overdue account charges to Customer at the rate of one and a half percent per month or the allowable amount by law on the outstanding balance.

**3.4 Taxes and Fees.** All charges for Service are net of Applicable Taxes (as defined below). Except for taxes based on SCC's net income, Customer will be responsible for all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges, however designated, imposed on, incident to, or based upon the provision, sale or use of the Service (collectively "Applicable Taxes"). If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting SCC with a valid exemption certificate (in a form reasonably acceptable to SCC). SCC will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by SCC to Customer only for the period following SCC's receipt of such exemption certificate.

**3.5 Regulatory and Legal Changes.** In the event of any change in applicable law, regulation, decision, rule or order

that materially increases the costs or other terms of delivery of Service, SCC and Customer will negotiate regarding the rates to be charged to Customer to reflect such increase in cost and, in the event that the parties are unable to reach agreement respecting new rates within thirty (30) days after SCC's delivery of written notice requesting renegotiation, then (a) SCC may pass such increased costs through to Customer, and (b) if SCC elects to pass such increased costs through to Customer, Customer may terminate the affected Service without termination liability by delivering written notice of termination no later than thirty (30) days after the effective date of the rate increase.

**3.6 Disputed Invoices.** If Customer reasonably disputes any portion of a SCC invoice, Customer must pay the undisputed portion of the invoice and submit written notice of the claim (in a form reasonably requested by SCC) for the disputed amount. All claims must be submitted to SCC in writing within sixty (60) days from the date of the invoice for those Services. In the event that the dispute is resolved against Customer, Customer shall pay such amounts according to the terms referenced in Section 3.3.

### **3.7 Termination Charges.**

(A) Customer may cancel a Service following SCC's acceptance of the applicable Customer Order and prior to the Service Commencement Date, upon prior written notice to SCC (in a form reasonably requested by SCC). In the event that Customer does so, or in the event that the delivery of such Service is terminated by SCC as the result of an uncured default by Customer pursuant to Section 4.2 of this Agreement, Customer shall pay SCC a cancellation charge equal to the sum of:

(i) any third party cancellation/termination charges related to the installation and/or cancellation of Service;

(ii) Charges incurred by SCC related to the installation of cancelled services up to the date of cancellation.

(iii) three (3) months of all monthly recurring charges specified in Customer Order.

Customer's right to cancel any particular Service under this Section 3.7(A) shall automatically expire and shall no longer apply upon SCC's delivery to Customer of a Connection Notification for such Service.

(B) In addition to Customer's right of cancellation under Section 3.7(A) above, Customer may terminate Service prior to the end of the Service Term upon ninety (90) days' prior written notice to SCC (in a form reasonably requested by SCC). If Customer terminates Service after Customer's receipt of the Connection Notification for a particular Service and prior to the end of the Service Term, or in the event that the delivery of Service is terminated by SCC as the result of an uncured default by Customer pursuant to Section 4.2 of this Agreement, Customer shall pay SCC a termination charge equal to the sum of:

(i) all unpaid amounts for Service provided through the date of termination;

(ii) any third party cancellation/termination charges related to the installation and/or termination of Service;

(iii) the non-recurring charges (including any non-recurring charges that were waived by SCC at the time of the Customer Order) for the cancelled Service, if not already paid; and

(iv) the percentage of the monthly recurring charges for the terminated Service calculated from the effective date of termination as 100% of the remaining monthly recurring charges that would have been incurred for the Service through the end of the Service Term.

(C) The parties acknowledge that the cancellation or termination charges set forth in this Section 3.7 are a genuine estimate of the actual damages that SCC will suffer and are not a penalty.

**3.8 Fraudulent Use of Services.** Customer is responsible for all charges attributable to Customer incurred respecting Service, even if incurred as the result of fraudulent or unauthorized use of Service; except Customer shall not be responsible for fraudulent or unauthorized use by SCC or its employees.

## **ARTICLE 4. TERM AND TERMINATION**

### **4.1 Term.**

(A) This Agreement shall become effective on the Effective Date and shall continue for three (3) years thereafter ("Agreement Term"), unless earlier terminated as provided herein. The Agreement Term shall automatically renew for a successive three (3) year period unless either party delivers written notice of its intent to terminate at least ninety (90) days prior to the end of the initial Agreement Term.

(B) Except as otherwise set forth herein, SCC shall deliver the Service for the entire duration of the Service Term, and Customer shall pay all charges for delivery thereof through the end of the Service Term. To the extent that the Service Term for any Service extends beyond the Agreement Term, then this Agreement shall remain in full force and effect for such Service until the expiration or termination of such Service Term.

**4.2 Default By Customer.** If (i) Customer makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief; (ii) an involuntary petition in bankruptcy or other insolvency protection against Customer is filed and not dismissed within sixty (60) days; (iii) Customer fails to make any payment required hereunder when due, and such failure continues for a period of ten (10) business days after written notice from SCC, (iv) Customer fails to observe and perform any material term of this Agreement (other than payment terms) and such failure continues for a period of thirty (30) days after written notice from SCC; or (v) Customer's use of Service materially exceeds Customer's credit limit, unless within one (1) business day's written notice thereof by SCC, Customer provides adequate security for payment for Service; then SCC may: (A) terminate this Agreement and any Customer Order, in whole or in part, in which event SCC shall have no further duties or obligations thereunder, and/or (B) subject to Section 5.1, pursue any remedies SCC may have under this Agreement, at law or in equity.

**4.3 Default By SCC.** If (i) SCC makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief; (ii) an involuntary petition in bankruptcy or other insolvency protection against SCC is filed and not dismissed within sixty (60) days; or (iii) SCC fails to observe and perform any material term of this Agreement (other than as provided in Section 4.4 and Article 6) and such failure continues for a period of thirty (30) days after written notice from Customer; then Customer may: (A) terminate this Agreement and/or any Customer Order, in whole or in part, in which event Customer shall have no further duties or obligations thereunder, and/or (B) subject to Section 5.1, pursue any remedies Customer may have under this Agreement, at law or in equity.

#### **4.4 Other Rights of Termination.**

(A) If SCC's installation of Service is delayed for more than thirty (30) business days beyond the Customer Commit Date, if any, for reasons other than a Force Majeure event, Customer may terminate and discontinue the affected Service upon written notice to SCC and without payment of any applicable termination charge; provided such written notice is delivered prior to SCC delivering to Customer the Connection Notification for the affected Service. This Section 4.4 shall not apply to any Service where SCC (or a third party contractor engaged by SCC) is constructing Facilities in or to the Customer Premises necessary for delivery of such Service.

#### **4.5 Termination of Service for Cause**

(A) **Nonpayment of Deposit or Prepayment.** SCC may, upon non-receipt of requested Deposit or additional Pre-payment funds, or an increase or change in deposit/pre-payment within 48 hours of its request to customer, or timeframe left on balance sufficient to pay for current and projected charges, whichever is lesser, and such time period shall not expose SCC to providing services without a secured form of payment, discontinue the Services without incurring any liability.

(B) **Nonpayment of Service.** SCC may upon non receipt of payment as prescribed in this agreement, or in addition, relevant Annex(es), discontinue Services without incurring any liability, if any Customer Invoice is Past Due, or payment is not received in time or manner as prescribed with 10 day prior written notice. If Customer has sufficient balance in account, to cover additional services, Customer may request to continue service until balance is depleted. SCC will not discontinue service without notice.

(C) **Other Causes.** SCC may, upon seven (7) days prior written notice, discontinue the Services in the event of a breach of this Agreement by Customer, fraudulent use of the Services by Customer, fraud or other misrepresentation in any submission of information to SCC by Customer, or violations of the prohibited uses set forth in the Section in this Agreement or other Annex(es).

(D) **Bankruptcy.** SCC may immediately discontinue or suspend delivery of the Services to Customer if Customer files for bankruptcy or reorganization or Customer fails to discharge an involuntary petition within thirty (30) days after such filing, or if Customer otherwise becomes insolvent.

(E) **Rights and Obligations.** Upon termination of this Agreement, all rights to the Services granted to Customer or its authorized user under this Agreement will immediately cease and terminate. Termination of this Agreement does not release Customer from the obligation to pay and all accrued charges under this Agreement, unless otherwise expressly provided in this Agreement.

(F) **Withdraw of Services.** Notwithstanding anything else herein or in the Agreement to the contrary, SCC reserves the right, in its sole discretion to discontinue the provision of the Services at any time during the Initial Term of the Agreement or any renewal term upon ninety (90) days prior written notice to Customer.

(G) **DID Numbers After Termination.** Upon the termination of this Agreement, Customer may retain control of any non-shared DID numbers provide by SCC to Customer; provided, however, that Customer will be solely responsible to contact the underlying provider of such non-shared DID numbers to transfer control to Customer and Customer will be solely responsible for any additional costs incurred by Customer or SCC related to such non-shared DID numbers.

(H) **Early Termination.** In the case of early termination of the fixed term pursuant to this Agreement prior to the expiration of the Term either by SCC pursuant to this Paragraph or by Customer for any reason other than a material breach solely attributable to SCC, Customer shall remain liable for the Termination Charges specified in Section 3.7 above.

### **ARTICLE 5. LIABILITIES AND INDEMNIFICATION**

5.1 **No Special Damages.** Notwithstanding any other provision hereof (other than Section 5.3), neither party shall be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, damages for lost profits, lost revenues or the cost of purchasing replacement services) arising out of the performance or failure to perform under this Agreement or any Customer Order. Nothing in this Agreement shall be construed as limiting the liability of either party for personal injury or death resulting from the negligence of a party or its employees.

5.2 **Disclaimer of Warranties; Limitation of Liability.** SCC MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

5.3 **Indemnification.** Each party shall indemnify the other from any claims by third parties and expenses (including legal fees and court costs) respecting damage to tangible property, personal injury or death caused by such party's negligence or willful misconduct, and infringement on the intellectual property of a third party.

### **ARTICLE 6. SERVICE LEVEL**

6.1 **Service Interruptions and Delivery.** To report issues related to Service performance, Customer may contact SCC

Customer Service by calling toll free in the U.S. 888-826-4211 or such other numbers for SCC Customer Service. In order for SCC to investigate any reported issues, Customer agrees to provide SCC with supporting information as reasonably requested by SCC, which may include (as applicable), without limitation, circuit ID, circuit end-point(s), IP address(es), originating phone number and terminating phone number.

**6.2 Service Level Credits.** GPON Fiber is not a guaranteed service. Any outages and/or failures will be handled within a timely manner consistent with South Central Communications' standard business practices. South Central Communications cannot and does not guarantee uninterrupted or error-free service. You agree to indemnify and hold harmless South Central Communications and its officers, directors, employees and agents from any loss suffered by you or your family or others using your account incurred directly or indirectly from use of the Services, or loss of use or interruption of the Services.

## **ARTICLE 7. GENERAL TERMS**

**7.1 Force Majeure.** Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event"). In the event SCC is unable to deliver Service as a result of a force majeure event, Customer shall not be obligated to pay SCC for the affected Service for so long as SCC is unable to deliver the affected Service.

**7.2 Assignment and Resale.** Customer may not assign its rights and obligations under this Agreement or any Customer Order without the express prior written consent of SCC, which will not be unreasonably withheld. This Agreement shall apply to any permitted transferees or assignees. Notwithstanding any assignment by Customer, Customer shall remain liable for the payment of all charges due under each Customer Order. Customer may not resell the Service to third party "end users";

### **7.3 Affiliates.**

(A) Service may be provided to Customer pursuant to this Agreement by an Affiliate of SCC, including, without limitation, an Affiliate authorized to provide Service in a country other than the country within which this Agreement has been executed. If a Customer Order requires the delivery of Service in a jurisdiction where, in order for such Customer Order to be enforceable against the parties, additional terms must be added, then the parties shall incorporate such terms into the Customer Order (preserving, to the fullest extent possible, the terms of this Agreement). Notwithstanding any provision of Service to Customer pursuant to this Agreement by an Affiliate of SCC, SCC shall remain responsible to Customer for the delivery and performance of the Service in accordance with the terms and conditions of this Agreement.

(B) The parties acknowledge and agree that Customer's Affiliates may purchase Service under this Agreement; provided, however, any such Customer Affiliate purchasing Service hereunder agrees that such Service is provided pursuant to and governed by the terms and conditions of this Agreement. Customer shall be jointly and severally liable for all claims and liabilities arising under this Agreement related to Service ordered by any Customer Affiliate, and any event of default under this Agreement by any Customer Affiliate shall

also be deemed an event of default by Customer. Any reference to Customer in this Agreement with respect to Service ordered by a Customer Affiliate shall also be deemed a reference to the applicable Customer Affiliate.

(C) Notwithstanding anything in this Agreement to the contrary, either party may provide a copy of this Agreement to its Affiliate or such other party's Affiliate for purposes of this Section 7.3, without notice to, or consent of, the other party.

**7.4 Notices.** Notices hereunder shall be in writing and sufficient and received if delivered in person, or when sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service (or other applicable postal delivery service), addressed as follows:

#### **IF TO SCC:**

For billing inquiries/disputes and/or requests for disconnection of Service (for other than default):

South Central Communications  
PO Box 555  
Escalante UT. 84726  
Attn: Accounts Receivable

#### **IF TO CUSTOMER:**

City of Page  
P.O. Box 1180  
Page, Arizona 86040  
Attn: City Manager  
Email: [citymanager@cityofpage.org](mailto:citymanager@cityofpage.org)

or at such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. All such notices shall be deemed to have been given on (i) the date delivered if delivered personally, (ii) the business day after dispatch if sent by overnight courier, (iii) the third business day after posting if sent by U.S. Postal Service (or other applicable postal delivery service), or (iv) the date of transmission if delivered by facsimile or electronic mail (or the business day after transmission if transmitted on a weekend or legal holiday). Notwithstanding the foregoing, any notices delivered by SCC to Customer in the normal course of provisioning of Service hereunder shall be deemed properly given if delivered via any of the methods described above or via electronic mail to the address listed on any Customer Order.

**7.5 Acceptable Use Policy.** Customer's use of Service shall at all times comply with SCC's then-current Acceptable Use Policy and Privacy Policy, as amended by SCC and communicated in writing to Customer from time to time and which are also available through SCC's web site at [www.socen.com](http://www.socen.com). SCC will notify Customer of complaints received by SCC regarding each incident of alleged violation of SCC's Acceptable Use Policy by Customer or third parties that have gained access to the Service through Customer. Customer agrees that it will promptly investigate all such complaints and take all necessary actions to remedy any actual violations of SCC's Acceptable Use Policy. SCC may identify to the complainant that Customer, or a third party that

gained access to the Service through Customer, is investigating the complaint and may provide the complainant with the necessary information to contact Customer directly to resolve the complaint. Customer shall identify a representative for the purposes of receiving such communications.

**7.6 Data Protection.** During the performance of this Agreement, it may be necessary for SCC to transfer, process and store billing and utilization data and other data necessary for SCC's operation of its network and for the performance of its obligations under this Agreement. The transfer, processing and storing of such data may be to or from the United States. Customer hereby consents that SCC may (i) transfer, store and process such data in the United States; and (ii) use such data for its own internal purposes and as allowed by law. This data will not be disclosed to third parties.

**7.7 Contents of Communications.** SCC shall have no liability or responsibility for the content of any communications transmitted via the Service, and Customer shall defend, indemnify and hold SCC harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related to such content or for claims by third parties relating to Customer's use of Service. SCC provides only access to the Internet; SCC does not operate or control the information, services, opinions or other content of the Internet. Customer agrees that it shall make no claim whatsoever against SCC relating to the content of the Internet or respecting any information, product, service or software ordered through or provided by virtue of the Internet.

**7.8 Publicity.** For a period of two (2) years from the date of disclosure thereof, each Party shall maintain the confidentiality of all information or data of any nature ("Information") provided to it by the other Party hereto provided such Information contains a conspicuous marking identifying it as "Confidential" or "Proprietary" or is inherently of a confidential nature (i.e., customer or cost data). Each Party shall use the same efforts (but in no case less than reasonable efforts) to protect the Information it receives hereunder as it accords to its own Information. The above requirements shall not apply to Information which is already in the possession of the receiving Party through no breach of an obligation of confidentiality to the disclosing Party or any third party, is already publicly available through no breach of this Agreement or has been previously independently developed by the receiving Party. This Agreement shall not prevent any disclosure of Information pursuant to applicable law or regulation, provided that prior to making such disclosure, the receiving Party shall use reasonable efforts to notify the disclosing Party of this required disclosure. Each Party acknowledges that its breach or threatened breach of this Section may cause the Disclosing Party irreparable harm, which would not be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the Receiving Party agrees that equitable relief, including temporary or permanent injunctions, is an available remedy in addition to any legal remedies to which the Disclosing Party may be entitled. At the request of the Disclosing Party upon termination of this Agreement or at any time or from time to time thereafter, the Receiving Party shall, as promptly as practicable and in all cases within five (5) days of such request, deliver to Disclosing Party all proprietary information of Disclosing Party then in Receiving Party's possession or under Receiving Party's control or, in lieu thereof, Receiving Party may destroy all of Receiving Party's copies of such

proprietary information and certify to Disclosing Party in writing that such destruction has been accomplished.

**7.10 Disclosure of Customer Information.** SCC reserves the right to provide any customer or potential customer bound by a nondisclosure agreement access to a list of SCC's customers and a description of Service purchased by such customers. Customer consents to such disclosure, including the listing of Customer's name and Service purchased by Customer (financial terms relating to the purchase shall not be disclosed).

**7.11 Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Arizona, U.S.A., without regard to its choice of law rules.

**7.12 Entire Agreement.** This Agreement, including any Service Schedule(s) and Customer Order(s) executed hereunder, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service, which are of no further force or effect.

**7.13 Policy Changes.** SCC will provide the Customer with ten (10) days written prior notice of any and all changes in policy and technical issues that might affect Customer's compliance with this Agreement.

**7.14 Order of Precedence.** In the event of any conflict between this Agreement and the terms and conditions of any Service Schedule and/or Customer Order, the order of precedence is as follows: (1) the Service Schedule, (2) this Agreement, and (3) the Customer Order.

**7.15 Survival.** The provisions of this Article 7 and Articles 3, 5 and 6 and any other provisions of this Agreement that by their nature are meant to survive the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

**7.16 Relationship of the Parties.** The relationship between Customer and SCC shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, without limitation, for federal income tax purposes.

**7.17 No Waiver.** No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s).

**7.18 Severability.** If any provision of this Agreement shall be declared invalid or unenforceable under applicable law, said provision shall be ineffective only to the extent of such declaration and shall not affect the remaining provisions of this Agreement. In the event that a material and fundamental provision of this Agreement is declared invalid or unenforceable under applicable law, the parties shall negotiate in good faith respecting an amendment hereto that would preserve, to the fullest extent possible, the respective benefits and burdens imposed on each party under this Agreement as originally executed.

**7.19 Joint Product.** The parties acknowledge that this Agreement is the joint work product of the parties. Accordingly, in the event of ambiguities in this Agreement, no

inferences shall be drawn against either party on the basis of authorship of this Agreement.

7.20 **Third Party Beneficiaries.** This Agreement shall be binding upon, inure solely to the benefit of and be enforceable by each party hereto and their respective successors and assigns hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

7.21 **Attorney's Fees.** In the event a party takes action to enforce any of the terms of this Agreement, the prevailing party shall be awarded its costs, litigation expenses and reasonable attorney's fees.

7.22 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date written above.

<b>South Central Communications ("SCC")</b>	_____ ("Customer")
By	By
Name	Name
Title	Title



**South Central Communications**  
 PO Box 555 Escalante, UT 84726  
 435-826-4211

Master Service Agreement: SCC MSA GPON FIBER/WIRELESS 3-YR

**Term of Service: 3 Year**

<b>CUSTOMER INFORMATION</b>			
Business Name: City of Page		Authorized Person: Mike Bergner	
Billing Address: CITY HALL-PO BOX 1180		Title: IT Director	
		New Installation Address: City Hall-697 Vista Avenue	
City: Page	State: AZ	Zip: 86040	City: Page
			State: AZ
			Zip: 86040
Billing Contact Name: Mike Bergner		Technical Contact Name: Mike Bergner	
Phone #: 928-660-1484		Phone #: 928-660-1484	
Billing Contact Email: mike@cityofpage.org		Technical Contact Email Address: mike@cityofpage.org	

GPON FIBER/WIRELESS		
	CONNECTION LEVEL	MONTHLY PRICE
X	GPON Fiber 10/2 Mbps	\$150
	GPON Fiber 25/3 Mbps*	\$400
	GPON Fiber 50/5 Mbps*	\$650
	Public Access	Additional \$50

\*Public Access included in 25/3 and 50/5 plan. Public Access is \$50 on 10/2 plan.

INTERNET
INCLUDED IN GPON FIBER/WIRELESS

The above named Customer hereby orders the Services shown herein for the costs and term indicated above subject to the terms and conditions of the Master Service Agreement (MSA) between Customer and South Central Communications (SCC). The person executing this Service/Customer Order hereby swears and warrants by his/her signature affixed hereon that s/he is duly authorized and has the full legal capacity to order said Services on behalf of Customer and to contractually bind Customer to the costs and terms of this Service Order. This Service Order, its attachments and Customer's related MSA and Service Schedule together comprise the entire agreement of the parties in regard to the Services ordered by Customer under Service Order and there are no other agreements or representations of the parties of any kind that are contingent hereto or that are not expressly stated herein. This Service Order shall become binding only upon written acceptance by an officer of SCC authorized to endorse and accept such Service Orders. Order is subject to an agreed to MSA and Service Schedule. Price does not include applicable taxes and/or fees.

Customer Signature \_\_\_\_\_

**South Central Communications GPON Fiber/Wireless:**

Pricing based on 3 year agreement.

In order to expand our wireless network customer agrees to allow South Central Communications to install equipment to broadcast and receive wireless internet.

This Wireless Service Agreement is transferrable to a fiber service when available.

All sales subject to site survey.

\_\_\_\_\_

Sales Agent: Terrence Mitchell                      Date:

**SOUTH CENTRAL GPON FIBER/WIRELESS**  
**MASTER SERVICE AGREEMENT**  
SCC MSA GPON FIBER/WIRELESS 3-YR

This Master Service Agreement (this "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between South Central Communications ("SCC") and \_\_\_\_\_ ("Customer").

**ARTICLE 1. DEFINITIONS**

- 1.1 "Affiliate" shall mean an entity that now or in the future, directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement. For purposes of the foregoing, "control" shall mean the ownership of (i) greater than fifty percent (50%) of the voting power to elect the directors of the company, or (ii) greater than fifty percent (50%) of the ownership interest in the company.
- 1.2 "Connection Notification" shall mean a notification (written or verbal) from SCC that the Service ordered has been installed by SCC pursuant to the Customer Order, and has been tested and is functioning properly.
- 1.3 "Customer Commit Date" shall mean the date that Service will be available to Customer, if designated on Customer Order or Service Order.
- 1.4 "Customer Order" shall mean a request for Service submitted by Customer in the form designated by SCC. Customer Order may also be referred to as Service Order or Sales Order.
- 1.5 "Customer Premises" shall mean the location or locations occupied by Customer or its end users to which Service is delivered.
- 1.6 "Excused Outage" shall mean any outage, unavailability, delay or other degradation of Service related to, associated with or caused by scheduled maintenance events, Customer actions or inactions, Customer provided power or equipment, any third party, excluding any third party directly involved in the operation and maintenance of the SCC network but including, without limitation, Customer's end users, third party network providers, traffic exchange points controlled by third parties, or any power, equipment or services provided by third parties, or an event of force majeure as defined in Section 7.1.
- 1.7 "Facilities" shall mean any property owned, licensed or leased by SCC or any of its Affiliates and used to deliver Service, including terminal and other equipment, conduit, fiber optic cable, optronics, wires, lines, ports, routers, switches, channel service units, data service units, cabinets, racks, private rooms and the like.
- 1.8 "Gateway" shall mean data center space owned or leased by SCC or any of its Affiliates for the purpose of, among other things, locating and collocating communications equipment.
- 1.9 "Local Loop" shall mean the connection between Customer Premises and a SCC Gateway or other Facility.
- 1.10 "Megabit per second" or "Mbps" shall mean a unit of data rate equal to 1 million bits per second.
- 1.11 "Off-Net" shall mean Service that originates from or terminates to any location that is not on the SCC network.
- 1.12 "On-Net" shall mean Service that originates from and terminates to a location that is on the SCC network.
- 1.13 "Service" shall mean any SCC service described in a Service Schedule and/or identified on a particular line item of a Customer Order.
- 1.14 "Service Commencement Date" shall mean the first to occur of (i) the date the Customer receives the Connection Notification, unless Customer notifies SCC that the Service is not functioning properly as provided in Section 3.1 (or, if two or more Services are designated as "bundled" or as having a "sibling relationship" in any Customer Order, the date Customer receives the Connection Notification for all such Services); and (ii) the date Customer begins using the Service.
- 1.15 "Service Schedule" shall mean a schedule attached hereto, or signed between the parties from time to time and expressly incorporated into this Agreement, setting forth terms and conditions specific to a particular Service, Facilities or other tools made available by SCC.
- 1.16 "Service Term" shall mean the duration of time (measured starting on the Service Commencement Date) for which Service is ordered, as specified in the Customer Order.

**ARTICLE 2. DELIVERY OF SERVICE**

- 2.1 **Submission of Customer Order(s)**. To order any Service, Customer may submit a Customer Order requesting Service. Unless otherwise agreed, Customer is not obligated to submit Customer Orders. The Customer Order and its backup detail must include a description of the Service, the non-recurring charges and monthly recurring charges for Service and the applicable Service Term.
- 2.2 **Acceptance by SCC**. Upon receipt of a Customer Order, if SCC determines (in its sole discretion) to accept the Customer Order, SCC will notify Customer in person, by email, or in writing of its acceptance of the Customer Order and/or Service Order. SCC will become obligated to deliver ordered Service only if SCC has accepted the Customer Order and/or Service Order.
- 2.3 **Credit Approval and Deposits**. Customer will provide SCC with credit information as requested, and delivery of Service is subject to credit approval. SCC may require Customer to make a deposit or deliver another form of security as a condition to SCC's acceptance of any Customer Order, or as a condition to SCC's continuation of Service. The deposit will be held by SCC as security for payment of Customer's charges. When Service to Customer is terminated, the amount of the deposit will be credited to Customer's account and any remaining credit balance will be refunded. Any deposit paid by Customer pursuant to this Section 2.3 will be held by SCC in accordance with the applicable law governing such deposit.

**2.4 Customer Premises.** Customer shall allow SCC access to the Customer Premises to the extent reasonably determined by SCC for the installation, inspection and scheduled or emergency maintenance of Facilities relating to the Service. SCC shall notify Customer at least two (2) business days in advance of any regularly scheduled maintenance that will require access to the Customer Premises or that may result in a material interruption of Service. Customer will be responsible for providing and maintaining, at its own expense, the level of power, heating and air conditioning necessary to maintain the proper environment for the Facilities on the Customer Premises. In the event Customer fails to do so, Customer shall reimburse SCC for the actual and reasonable cost of repairing or replacing any Facilities damaged or destroyed as a result of Customer's failure. Customer will provide a safe place to work and comply with all laws and regulations regarding the working conditions on the Customer Premises.

**2.5 SCC Facilities.** Except as otherwise agreed, title to all Facilities shall remain with SCC. SCC will provide and maintain the Facilities in good working order. Customer shall not, and shall not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Facilities, without the prior written consent of SCC. The Facilities shall not be used for any purpose other than that for which SCC provides them. Customer shall not take any action that causes the imposition of any lien or encumbrance on the Facilities. In no event will SCC be liable to Customer or any other person for interruption of Service or for any other loss, cost or damage caused by or related to improper use or maintenance of the Facilities by Customer or any third party gaining access to the Facilities by Customer in violation of this Agreement, and Customer shall reimburse SCC for any damages incurred as a result thereof. Customer agrees (which agreement shall survive the expiration, termination or cancellation of any Customer Order) to allow SCC to remove the Facilities from the Customer Premises:

(A) after termination, expiration or cancellation of the Service Term of any Service in connection with which the Facilities were used; or

(B) for repair, replacement or otherwise as SCC may determine is necessary or desirable, but SCC will use reasonable efforts to minimize disruptions to the Service caused thereby.

**2.6 Customer-Provided Equipment.** SCC may install certain Customer-provided communications equipment upon installation of Service, but SCC shall not be responsible for the operation or maintenance of any Customer-provided communication equipment. SCC undertakes no obligations and accepts no liability for the configuration, management, performance or any other issue relating to Customer's routers or other Customer-provided equipment used for access to or the exchange of traffic in connection with the Service.

### **ARTICLE 3. BILLING AND PAYMENT**

**3.1 Commencement of Billing.** Upon installation and testing of the Service ordered in any Customer Order, SCC will notify Customer either in person, by email, or by mail that the Services are installed and connected ("Connection Notification"). Upon receipt of the Connection Notification, Customer shall have a period of seventy two (72) hours to confirm that the Service has been installed and is properly functioning. Unless Customer delivers written notice to SCC

within such seventy two (72) hour period that the Service is not installed in accordance with the Customer Order and functioning properly, billing shall commence on the applicable Service Commencement Date, regardless of whether Customer has procured services from other carriers needed to operate the Service, and regardless of whether Customer is otherwise prepared to accept delivery of ordered Service. In the event that Customer notifies SCC within the time period stated above that the Service is not installed and functioning properly, then SCC shall correct any deficiencies in the Service and deliver a new Connection Notification to Customer, after which the process stated herein shall be repeated.

**3.2 Charges.** The Customer Order will set forth the applicable non-recurring charges and recurring charges for the Service. Unless otherwise expressly specified in the Customer Order, any non-recurring charges shall be invoiced by SCC to Customer upon the Service Commencement Date. However, in the event such Service requires SCC to install additional infrastructure, cabling, electronics or other materials in the provision of the Service, such Customer Order may include (as specified therein) non-recurring charges that are payable by Customer in advance of the Service Commencement Date, as mutually agreed between the parties. In the event Customer fails to pay such non-recurring charges within the time period specified in the Customer Order, SCC may suspend installation of the Service (without any liability, including but not limited to liability for credits) until receipt of such non-recurring charges. If Customer requests and SCC approves (in its sole discretion) any changes to the Customer Order or Service after acceptance by SCC, including, without limitation, the Customer requested date for delivery of Service or Service Commencement Date, additional non-recurring charges and/or monthly recurring charges not otherwise set forth in the Customer Order may apply.

**3.3 Payment of Invoices.** Customer will pay each invoice for monthly recurring charges or non-recurring charges within 30 days following the date the order is delivered or the date an invoice is received, whichever is later (the "Due Date"). Customer is responsible to timely pay all undisputed charges. After 30 days following the Due Date SCC may assess overdue account charges to Customer at the rate of one and a half percent per month or the allowable amount by law on the outstanding balance.

**3.4 Taxes and Fees.** All charges for Service are net of Applicable Taxes (as defined below). Except for taxes based on SCC's net income, Customer will be responsible for all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges, however designated, imposed on, incident to, or based upon the provision, sale or use of the Service (collectively "Applicable Taxes"). If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting SCC with a valid exemption certificate (in a form reasonably acceptable to SCC). SCC will give effect to any valid exemption certificate provided in accordance with the foregoing sentence to the extent it applies to any Service billed by SCC to Customer only for the period following SCC's receipt of such exemption certificate.

**3.5 Regulatory and Legal Changes.** In the event of any change in applicable law, regulation, decision, rule or order

that materially increases the costs or other terms of delivery of Service, SCC and Customer will negotiate regarding the rates to be charged to Customer to reflect such increase in cost and, in the event that the parties are unable to reach agreement respecting new rates within thirty (30) days after SCC's delivery of written notice requesting renegotiation, then (a) SCC may pass such increased costs through to Customer, and (b) if SCC elects to pass such increased costs through to Customer, Customer may terminate the affected Service without termination liability by delivering written notice of termination no later than thirty (30) days after the effective date of the rate increase.

**3.6 Disputed Invoices.** If Customer reasonably disputes any portion of a SCC invoice, Customer must pay the undisputed portion of the invoice and submit written notice of the claim (in a form reasonably requested by SCC) for the disputed amount. All claims must be submitted to SCC in writing within sixty (60) days from the date of the invoice for those Services. In the event that the dispute is resolved against Customer, Customer shall pay such amounts according to the terms referenced in Section 3.3.

### **3.7 Termination Charges.**

(A) Customer may cancel a Service following SCC's acceptance of the applicable Customer Order and prior to the Service Commencement Date, upon prior written notice to SCC (in a form reasonably requested by SCC). In the event that Customer does so, or in the event that the delivery of such Service is terminated by SCC as the result of an uncured default by Customer pursuant to Section 4.2 of this Agreement, Customer shall pay SCC a cancellation charge equal to the sum of:

- (i) any third party cancellation/termination charges related to the installation and/or cancellation of Service;
- (ii) Charges incurred by SCC related to the installation of cancelled services up to the date of cancellation.
- (iii) three (3) months of all monthly recurring charges specified in Customer Order.

Customer's right to cancel any particular Service under this Section 3.7(A) shall automatically expire and shall no longer apply upon SCC's delivery to Customer of a Connection Notification for such Service.

(B) In addition to Customer's right of cancellation under Section 3.7(A) above, Customer may terminate Service prior to the end of the Service Term upon ninety (90) days' prior written notice to SCC (in a form reasonably requested by SCC). If Customer terminates Service after Customer's receipt of the Connection Notification for a particular Service and prior to the end of the Service Term, or in the event that the delivery of Service is terminated by SCC as the result of an uncured default by Customer pursuant to Section 4.2 of this Agreement, Customer shall pay SCC a termination charge equal to the sum of:

- (i) all unpaid amounts for Service provided through the date of termination;
- (ii) any third party cancellation/termination charges related to the installation and/or termination of Service;

(iii) the non-recurring charges (including any non-recurring charges that were waived by SCC at the time of the Customer Order) for the cancelled Service, if not already paid; and

(iv) the percentage of the monthly recurring charges for the terminated Service calculated from the effective date of termination as 100% of the remaining monthly recurring charges that would have been incurred for the Service through the end of the Service Term.

(C) The parties acknowledge that the cancellation or termination charges set forth in this Section 3.7 are a genuine estimate of the actual damages that SCC will suffer and are not a penalty.

**3.8 Fraudulent Use of Services.** Customer is responsible for all charges attributable to Customer incurred respecting Service, even if incurred as the result of fraudulent or unauthorized use of Service; except Customer shall not be responsible for fraudulent or unauthorized use by SCC or its employees.

## **ARTICLE 4. TERM AND TERMINATION**

### **4.1 Term.**

(A) This Agreement shall become effective on the Effective Date and shall continue for three (3) years thereafter ("Agreement Term"), unless earlier terminated as provided herein. The Agreement Term shall automatically renew for a successive three (3) year period unless either party delivers written notice of its intent to terminate at least ninety (90) days prior to the end of the initial Agreement Term.

(B) Except as otherwise set forth herein, SCC shall deliver the Service for the entire duration of the Service Term, and Customer shall pay all charges for delivery thereof through the end of the Service Term. To the extent that the Service Term for any Service extends beyond the Agreement Term, then this Agreement shall remain in full force and effect for such Service until the expiration or termination of such Service Term.

**4.2 Default By Customer.** If (i) Customer makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief; (ii) an involuntary petition in bankruptcy or other insolvency protection against Customer is filed and not dismissed within sixty (60) days; (iii) Customer fails to make any payment required hereunder when due, and such failure continues for a period of ten (10) business days after written notice from SCC, (iv) Customer fails to observe and perform any material term of this Agreement (other than payment terms) and such failure continues for a period of thirty (30) days after written notice from SCC; or (v) Customer's use of Service materially exceeds Customer's credit limit, unless within one (1) business day's written notice thereof by SCC, Customer provides adequate security for payment for Service; then SCC may: (A) terminate this Agreement and any Customer Order, in whole or in part, in which event SCC shall have no further duties or obligations thereunder, and/or (B) subject to Section 5.1, pursue any remedies SCC may have under this Agreement, at law or in equity.

**4.3 Default By SCC.** If (i) SCC makes a general assignment for the benefit of its creditors, files a voluntary petition in bankruptcy or any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation, dissolution or similar relief; (ii) an involuntary petition in bankruptcy or other insolvency protection against SCC is filed and not dismissed within sixty (60) days; or (iii) SCC fails to observe and perform any material term of this Agreement (other than as provided in Section 4.4 and Article 6) and such failure continues for a period of thirty (30) days after written notice from Customer; then Customer may: (A) terminate this Agreement and/or any Customer Order, in whole or in part, in which event Customer shall have no further duties or obligations thereunder, and/or (B) subject to Section 5.1, pursue any remedies Customer may have under this Agreement, at law or in equity.

#### **4.4 Other Rights of Termination.**

(A) If SCC's installation of Service is delayed for more than thirty (30) business days beyond the Customer Commit Date, if any, for reasons other than a Force Majeure event, Customer may terminate and discontinue the affected Service upon written notice to SCC and without payment of any applicable termination charge; provided such written notice is delivered prior to SCC delivering to Customer the Connection Notification for the affected Service. This Section 4.4 shall not apply to any Service where SCC (or a third party contractor engaged by SCC) is constructing Facilities in or to the Customer Premises necessary for delivery of such Service.

#### **4.5 Termination of Service for Cause**

(A) **Nonpayment of Deposit or Prepayment.** SCC may, upon non-receipt of requested Deposit or additional Pre-payment funds, or an increase or change in deposit/pre-payment within 48 hours of its request to customer, or timeframe left on balance sufficient to pay for current and projected charges, whichever is lesser, and such time period shall not expose SCC to providing services without a secured form of payment, discontinue the Services without incurring any liability.

(B) **Nonpayment of Service.** SCC may upon non receipt of payment as prescribed in this agreement, or in addition, relevant Annex(es), discontinue Services without incurring any liability, if any Customer Invoice is Past Due, or payment is not received in time or manner as prescribed with 10 day prior written notice. If Customer has sufficient balance in account, to cover additional services, Customer may request to continue service until balance is depleted. SCC will not discontinue service without notice.

(C) **Other Causes.** SCC may, upon seven (7) days prior written notice, discontinue the Services in the event of a breach of this Agreement by Customer, fraudulent use of the Services by Customer, fraud or other misrepresentation in any submission of information to SCC by Customer, or violations of the prohibited uses set forth in the Section in this Agreement or other Annex(es).

(D) **Bankruptcy.** SCC may immediately discontinue or suspend delivery of the Services to Customer if Customer files for bankruptcy or reorganization or Customer fails to discharge an involuntary petition within thirty (30) days after such filing, or if Customer otherwise becomes insolvent.

(E) **Rights and Obligations.** Upon termination of this Agreement, all rights to the Services granted to Customer or its authorized user under this Agreement will immediately cease and terminate. Termination of this Agreement does not release Customer from the obligation to pay and all accrued charges under this Agreement, unless otherwise expressly provided in this Agreement.

(F) **Withdraw of Services.** Notwithstanding anything else herein or in the Agreement to the contrary, SCC reserves the right, in its sole discretion to discontinue the provision of the Services at any time during the Initial Term of the Agreement or any renewal term upon ninety (90) days prior written notice to Customer.

(G) **DID Numbers After Termination.** Upon the termination of this Agreement, Customer may retain control of any non-shared DID numbers provide by SCC to Customer; provided, however, that Customer will be solely responsible to contact the underlying provider of such non-shared DID numbers to transfer control to Customer and Customer will be solely responsible for any additional costs incurred by Customer or SCC related to such non-shared DID numbers.

(H) **Early Termination.** In the case of early termination of the fixed term pursuant to this Agreement prior to the expiration of the Term either by SCC pursuant to this Paragraph or by Customer for any reason other than a material breach solely attributable to SCC, Customer shall remain liable for the Termination Charges specified in Section 3.7 above.

### **ARTICLE 6. LIABILITIES AND INDEMNIFICATION**

5.1 **No Special Damages.** Notwithstanding any other provision hereof (other than Section 5.3), neither party shall be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, damages for lost profits, lost revenues or the cost of purchasing replacement services) arising out of the performance or failure to perform under this Agreement or any Customer Order. Nothing in this Agreement shall be construed as limiting the liability of either party for personal injury or death resulting from the negligence of a party or its employees.

5.2 **Disclaimer of Warranties; Limitation of Liability.** SCC MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

5.3 **Indemnification.** Each party shall indemnify the other from any claims by third parties and expenses (including legal fees and court costs) respecting damage to tangible property, personal injury or death caused by such party's negligence or willful misconduct, and infringement on the intellectual property of a third party.

### **ARTICLE 6. SERVICE LEVEL**

6.1 **Service Interruptions and Delivery.** To report issues related to Service performance, Customer may contact SCC

Customer Service by calling toll free in the U.S. 888-826-4211 or such other numbers for SCC Customer Service. In order for SCC to investigate any reported issues, Customer agrees to provide SCC with supporting information as reasonably requested by SCC, which may include (as applicable), without limitation, circuit ID, circuit end-point(s), IP address(es), originating phone number and terminating phone number.

**6.2 Service Level Credits.** GPON Fiber is not a guaranteed service. Any outages and/or failures will be handled within a timely manner consistent with South Central Communications' standard business practices. South Central Communications cannot and does not guarantee uninterrupted or error-free service. You agree to indemnify and hold harmless South Central Communications and its officers, directors, employees and agents from any loss suffered by you or your family or others using your account incurred directly or indirectly from use of the Services, or loss of use or interruption of the Services.

## **ARTICLE 7. GENERAL TERMS**

**7.1 Force Majeure.** Neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event"). In the event SCC is unable to deliver Service as a result of a force majeure event, Customer shall not be obligated to pay SCC for the affected Service for so long as SCC is unable to deliver the affected Service.

**7.2 Assignment and Resale.** Customer may not assign its rights and obligations under this Agreement or any Customer Order without the express prior written consent of SCC, which will not be unreasonably withheld. This Agreement shall apply to any permitted transferees or assignees. Notwithstanding any assignment by Customer, Customer shall remain liable for the payment of all charges due under each Customer Order. Customer may not resell the Service to third party "end users";

### **7.3 Affiliates.**

(A) Service may be provided to Customer pursuant to this Agreement by an Affiliate of SCC, including, without limitation, an Affiliate authorized to provide Service in a country other than the country within which this Agreement has been executed. If a Customer Order requires the delivery of Service in a jurisdiction where, in order for such Customer Order to be enforceable against the parties, additional terms must be added, then the parties shall incorporate such terms into the Customer Order (preserving, to the fullest extent possible, the terms of this Agreement). Notwithstanding any provision of Service to Customer pursuant to this Agreement by an Affiliate of SCC, SCC shall remain responsible to Customer for the delivery and performance of the Service in accordance with the terms and conditions of this Agreement.

(B) The parties acknowledge and agree that Customer's Affiliates may purchase Service under this Agreement; provided, however, any such Customer Affiliate purchasing Service hereunder agrees that such Service is provided pursuant to and governed by the terms and conditions of this Agreement. Customer shall be jointly and severally liable for all claims and liabilities arising under this Agreement related to Service ordered by any Customer Affiliate, and any event of default under this Agreement by any Customer Affiliate shall

also be deemed an event of default by Customer. Any reference to Customer in this Agreement with respect to Service ordered by a Customer Affiliate shall also be deemed a reference to the applicable Customer Affiliate.

(C) Notwithstanding anything in this Agreement to the contrary, either party may provide a copy of this Agreement to its Affiliate or such other party's Affiliate for purposes of this Section 7.3, without notice to, or consent of, the other party.

**7.4 Notices.** Notices hereunder shall be in writing and sufficient and received if delivered in person, or when sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service (or other applicable postal delivery service), addressed as follows:

IF TO SCC:

For billing inquiries/disputes and/or requests for disconnection of Service (for other than default):

South Central Communications  
PO Box 555  
Escalante UT, 84726  
Attn: Accounts Receivable

IF TO CUSTOMER:

City of Page  
P.O. Box 1180  
Page, Arizona 86040  
Attn: City Manager  
Email: [citymanager@cityofpage.org](mailto:citymanager@cityofpage.org)

or at such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. All such notices shall be deemed to have been given on (i) the date delivered if delivered personally, (ii) the business day after dispatch if sent by overnight courier, (iii) the third business day after posting if sent by U.S. Postal Service (or other applicable postal delivery service), or (iv) the date of transmission if delivered by facsimile or electronic mail (or the business day after transmission if transmitted on a weekend or legal holiday). Notwithstanding the foregoing, any notices delivered by SCC to Customer in the normal course of provisioning of Service hereunder shall be deemed properly given if delivered via any of the methods described above or via electronic mail to the address listed on any Customer Order.

**7.5 Acceptable Use Policy.** Customer's use of Service shall at all times comply with SCC's then-current Acceptable Use Policy and Privacy Policy, as amended by SCC and communicated in writing to Customer from time to time and which are also available through SCC's web site at [www.socn.com](http://www.socn.com). SCC will notify Customer of complaints received by SCC regarding each incident of alleged violation of SCC's Acceptable Use Policy by Customer or third parties that have gained access to the Service through Customer. Customer agrees that it will promptly investigate all such complaints and take all necessary actions to remedy any actual violations of SCC's Acceptable Use Policy. SCC may identify to the complainant that Customer, or a third party that

gained access to the Service through Customer, is investigating the complaint and may provide the complainant with the necessary information to contact Customer directly to resolve the complaint. Customer shall identify a representative for the purposes of receiving such communications.

**7.6 Data Protection.** During the performance of this Agreement, it may be necessary for SCC to transfer, process and store billing and utilization data and other data necessary for SCC's operation of its network and for the performance of its obligations under this Agreement. The transfer, processing and storing of such data may be to or from the United States. Customer hereby consents that SCC may (i) transfer, store and process such data in the United States; and (ii) use such data for its own internal purposes and as allowed by law. This data will not be disclosed to third parties.

**7.7 Contents of Communications.** SCC shall have no liability or responsibility for the content of any communications transmitted via the Service, and Customer shall defend, indemnify and hold SCC harmless from any and all claims (including claims by governmental entities seeking to impose penal sanctions) related to such content or for claims by third parties relating to Customer's use of Service. SCC provides only access to the Internet; SCC does not operate or control the information, services, opinions or other content of the Internet. Customer agrees that it shall make no claim whatsoever against SCC relating to the content of the Internet or respecting any information, product, service or software ordered through or provided by virtue of the Internet.

**7.8 Publicity.** For a period of two (2) years from the date of disclosure thereof, each Party shall maintain the confidentiality of all information or data of any nature ("Information") provided to it by the other Party hereto provided such Information contains a conspicuous marking identifying it as "Confidential" or "Proprietary" or is inherently of a confidential nature (i.e., customer or cost data). Each Party shall use the same efforts (but in no case less than reasonable efforts) to protect the Information it receives hereunder as it accords to its own Information. The above requirements shall not apply to Information which is already in the possession of the receiving Party through no breach of an obligation of confidentiality to the disclosing Party or any third party, is already publicly available through no breach of this Agreement or has been previously independently developed by the receiving Party. This Agreement shall not prevent any disclosure of Information pursuant to applicable law or regulation, provided that prior to making such disclosure, the receiving Party shall use reasonable efforts to notify the disclosing Party of this required disclosure. Each Party acknowledges that its breach or threatened breach of this Section may cause the Disclosing Party irreparable harm, which would not be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the Receiving Party agrees that equitable relief, including temporary or permanent injunctions, is an available remedy in addition to any legal remedies to which the Disclosing Party may be entitled. At the request of the Disclosing Party upon termination of this Agreement or at any time or from time to time thereafter, the Receiving Party shall, as promptly as practicable and in all cases within five (5) days of such request, deliver to Disclosing Party all proprietary information of Disclosing Party then in Receiving Party's possession or under Receiving Party's control or, in lieu thereof, Receiving Party may destroy all of Receiving Party's copies of such

proprietary information and certify to Disclosing Party in writing that such destruction has been accomplished.

**7.10 Disclosure of Customer Information.** SCC reserves the right to provide any customer or potential customer bound by a nondisclosure agreement access to a list of SCC's customers and a description of Service purchased by such customers. Customer consents to such disclosure, including the listing of Customer's name and Service purchased by Customer (financial terms relating to the purchase shall not be disclosed).

**7.11 Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Arizona, U.S.A., without regard to its choice of law rules.

**7.12 Entire Agreement.** This Agreement, including any Service Schedule(s) and Customer Order(s) executed hereunder, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service, which are of no further force or effect

**7.13 Policy Changes.** SCC will provide the Customer with ten (10) days written prior notice of any and all changes in policy and technical issues that might affect Customer's compliance with this Agreement.

**7.14 Order of Precedence.** In the event of any conflict between this Agreement and the terms and conditions of any Service Schedule and/or Customer Order, the order of precedence is as follows: (1) the Service Schedule, (2) this Agreement, and (3) the Customer Order.

**7.15 Survival.** The provisions of this Article 7 and Articles 3, 5 and 6 and any other provisions of this Agreement that by their nature are meant to survive the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

**7.16 Relationship of the Parties.** The relationship between Customer and SCC shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, without limitation, for federal income tax purposes.

**7.17 No Waiver.** No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s).

**7.18 Severability.** If any provision of this Agreement shall be declared invalid or unenforceable under applicable law, said provision shall be ineffective only to the extent of such declaration and shall not affect the remaining provisions of this Agreement. In the event that a material and fundamental provision of this Agreement is declared invalid or unenforceable under applicable law, the parties shall negotiate in good faith respecting an amendment hereto that would preserve, to the fullest extent possible, the respective benefits and burdens imposed on each party under this Agreement as originally executed.

**7.19 Joint Product.** The parties acknowledge that this Agreement is the joint work product of the parties. Accordingly, in the event of ambiguities in this Agreement, no

inferences shall be drawn against either party on the basis of authorship of this Agreement.

7.20 **Third Party Beneficiaries.** This Agreement shall be binding upon, inure solely to the benefit of and be enforceable by each party hereto and their respective successors and assigns hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

7.21 **Attorney's Fees.** In the event a party takes action to enforce any of the terms of this Agreement, the prevailing party shall be awarded its costs, litigation expenses and reasonable attorney's fees.

7.22 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date written above.

<p><b>South Central Communications ("SCC")</b></p> <p>By Name Title</p>	<p>_____ ("Customer")</p> <p>By Name Title</p>
---------------------------------------------------------------------------------	--------------------------------------------------------

*Request for City Council Action*

<b>Title:</b>	Page Substance Abuse Task Force		
<b>Meeting Date:</b>	October 28, 2016	<b>Agenda Item Number:</b>	
<b>Agenda Section:</b>	<input type="checkbox"/> Consent <input type="checkbox"/> Public Hearings <input type="checkbox"/> Old Business <input type="checkbox"/> New Business <input checked="" type="checkbox"/> Other: Boards & Commissions	<b>Action:</b>	<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance
<b>Originating Department:</b>	Clerk's Department	<b>Supporting Documents:</b>	Application
<b>Prepared By:</b>	City Clerk, Kim Larson	<b>Presented By:</b>	Mayer Dick
<b>Reviewed By:</b>	City Clerk, Kim Larson	<b>Approved By:</b>	City Clerk, Kim Larson
<b>Proposed Action:</b>	Motion to appoint Bee Valvo to the Page Substance Abuse Task Force with a term ending June 30, 2017.		

**BACKGROUND:**

There is one vacancy on the Substance Abuse Task Force. An application for the task force was received from Bee Valvo.

**BUDGET IMPACT:**

N/A

**ALTERNATIVES CONSIDERED:**

N/A

**ADVISORY BOARD RECOMMENDATIONS:**

N/A

**COUNCIL RECOMMENDATIONS:**

I move to appoint Bee Valvo to the Page Substance Abuse Task Force with a term ending June 2017.

RECEIVED  
 CITY OF PAGE  
 CITY CLERK'S OFFICE  
 15 OCT 15 PM 12:08



**CITY OF PAGE BOARD APPOINTMENT APPLICATION**

Name: Bee Valvo	Date: 10.10.2015
Street Address: 325 Date Street	P.O. Box 3653
City: Page	State Zip: AZ. 86040.
Work Phone: (928) 645-0945	Fax:
Home Phone: (928) 647-6192	E-Mail: beevalvo@aol.com

Boards upon which you wish to serve: (You may apply for more than one Board. Please rate interest in each Board for which you wish to apply by indicating 1-12 with 1 being first choice.)

<input type="checkbox"/>	Airport Board	<input type="checkbox"/>	Page Utility Enterprises Board
<input type="checkbox"/>	Board of Adjustment	<input type="checkbox"/>	Page Community Center Board
<input type="checkbox"/>	Golf Advisory Board	<input type="checkbox"/>	Planning and Zoning Commission
<input type="checkbox"/>	Industrial Development Authority	<input type="checkbox"/>	Public Safety Retirement Board-Police & Fire
<input type="checkbox"/>	Library Board	<input type="checkbox"/>	Page Tourism Board
<input type="checkbox"/>	Municipal Property Corporation	<input checked="" type="checkbox"/>	Substance Abuse Task Force

Brief statement of your qualifications for and/or reasons for applying for these Boards.

1. Family nurse practitioner. I work w/ population of those entering recovery as well as those still actively involved w/ addiction.
2. Prevention, education & treatment must work in coordination.
Signature: Bee Valvo, FNP-C

Questionnaire for Board Candidates

Name: Bee Valvo
Board(s) for which you are applying: Substance Abuse Task Force

1. Tell us about yourself (experience, knowledge, etc.) and why you are interested in serving on this Board.
1. Worked with recovery community for 26 years.
2. Health care provider
3. Spouse active as counselor in Substance Abuse for 26 years
4.

2. What do you think the relationship should be between the City Council and this Board?
1. City focus on services, prevention extremely important for local citizenry and even more important for tourism.
2. Fosters positive connection for local Native American Programs. Prime location for treatment center.
3. Excellent locale for meetings, regional gatherings, State meetings

3. What do you hope to accomplish by being on this Board and what innovations or ideas do you have that you think might help this Board become more customer oriented?

1. Long range plan for Prevention, Treatment & Recovery.

2. Plan for at least 1 meeting that would create increased Tourism

3. Coordinate health care w/ Prevention

4. What positive and negative issues do you foresee if you are appointed to this Board?

⊕ Desire by City of Page to endorse healthy community & stabilize the substance abuse

⊕ Desire by City of Page to expand choices to bring more groups to Page - Conferences, Training, meetings

⊖ No 1 year 3, year or 5 year Plan -

5. Tell us why we should be interested in appointing you to this Board?

+ energy.

+ team player

+ Love Page -

(If you need more space, please continue on the back of this form and refer to the question number.)