

## ACCOUNT INFORMATION

**Customer #:** 51158 

Date	Aug 19, 2021
Business Name	CITY OF GRAND RAPIDS
Contact Name	ERIK SCOTT
Customer Billing Street Address	420 N POKEGAMA AVE
City, State Zip	GRAND RAPIDS, MN 55744
Billing Phone Number	218-326-7600
Email Address	escott@ci.grand-rapids.mn.us

Install Date: TBD Term of Contract 60 months

## Physical Address of Contracted Services

420 N POKEGAMA AVE GRAND RAPIDS, MN 55744

## SERVICES

1	ONE (1) ISDN (PRI) BUNDLE WITH 23 2-WAY DID TRUNKS ****PBLD AT A RATE OF .049/MINUTE****
2	CALLER ID NUMBER ONLY
3	OUTGOING CALLER ID CONTROLLED BY PBX (AVAYA IP OFFICE SYSTEM)
4	1 BLOCK OF 100 DID'S *PORTING FROM NEXTERA 87 DID'S* WITH 13 PBC DID'S (SEE ATTACHED DOCUMENT FOR DID'S)

TOTAL CONTRACT AMOUNT MONTHLY: \$ 268.86

ACTIVATION OF SERVICE: \$ 0.00

ADVANCE PAYMENT: \$ 0.00

Name of Contact	ERIK SCOTT
Contact Number	218-326-7618
Address if Different from Billing	420 N POKEGAMA AVE
City, State Zip	GRAND RAPIDS, MN 55744



**PAUL BUNYAN RURAL TELEPHONE COOPERATIVE  
AGREEMENT FOR SERVICES**

This Agreement is made and entered into TBD by and between CITY OF GRAND RAPIDS and its wholly owned or controlled subsidiaries ("CUSTOMER") and Paul Bunyan Rural Telephone Cooperative ("PBRTC"), a Minnesota Corporation, hereinafter jointly referred to as the "Parties".

This agreement provides the terms and conditions upon which PBRTC will provide services to CUSTOMER.

The contents of each page of this Agreement and any attachments hereto are PROPRIETARY AND CONFIDENTIAL.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, PBRTC and CUSTOMER covenant and agree as follows:

**1. Services**

CUSTOMER shall purchase and PBRTC shall provide to CUSTOMER the following services (the "SERVICE") at:

420 N POKEGAMA AVE GRAND RAPIDS, MN 55744

1)	ONE (1) ISDN (PRI) BUNDLE WITH 23 2-WAY DID TRUNKS ****PBLD AT A RATE OF .049/MINUTE****
2)	CALLER ID NUMBER ONLY
3)	OUTGOING CALLER ID CONTROLLED BY PBX (AVAYA IP OFFICE SYSTEM)
4)	1 BLOCK OF 100 DID'S *PORTING FROM NEXTERA 87 DID'S* WITH 13 PBC DID'S (SEE ATTACHED DOCUMENT FOR DID'S)

The SERVICE shall NOT be resold in any manner. SERVICE is provided not for resale for the exclusive use by the entities named above and no other parties.

Wiring is provided to the "Demarc" (Telephone Company point of demarcation). Any additional wiring requirements will incur additional fees at the then current rates for time & materials.

CUSTOMER agrees that all equipment connected to PBRTC facilities will meet any applicable Federal Communication Commission/Rural Utilities Service or other appropriate specifications and regulations. CUSTOMER agrees to be responsible for any damage caused to PBRTC equipment by improper CUSTOMER controlled wiring or equipment.

**2. Charges for Service/Billing Period**

A. CUSTOMER shall pay PBRTC for the SERVICE at the rate of

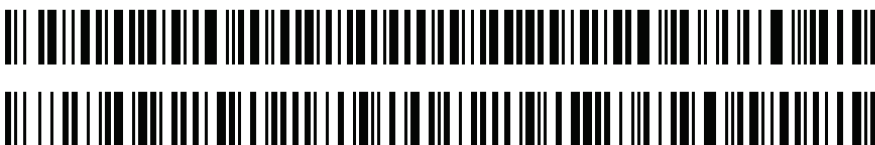
\$ 268.86 per month for each month of the calendar year whether or not the SERVICE is used by CUSTOMER. (Additional charges for long-distance calls may apply. Taxes, surcharges, and mandated fees are not included in this total.)

and

\$ 0.00 for activation of SERVICE.

B. PBRTC shall invoice CUSTOMER in advance on the first of each month, and payment shall be due within 10 days of the invoice date. After 10 days late payments penalties and interest at 1.5%/month or maximum allowed by law, whichever is lower may apply.

CUSTOMER will pay \$ 0.00 in advance towards charges accrued under this agreement.



### **3. Limitations of Liability and Disclaimer of Warranties; Indemnification**

A. **CUSTOMER acknowledges that the SERVICE is provided on an "AS IS" basis without warranties of any kind, either expressed or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose.** Under no circumstances, including negligence by PBRTC or any other person or entity involved in providing the SERVICE, shall PBRTC or its employees, agents, affiliates or subcontractors, be liable to CUSTOMER, to any customer of CUSTOMER or to any user of the SERVICE, or to any other person for any direct, indirect, incidental, special or consequential damages, including but not limited to loss of profits, that may result from the inability to use, omission, deletion, interruption or any other failure of performances or malfunction of the SERVICE from any cause whatsoever or from any breach of this Agreement. Customer's sole remedy shall be a service credit for the period of time, if any, that the SERVICE is not in operation as required hereunder.

B. CUSTOMER agrees to indemnify and hold harmless PBRTC and its employees, agents, affiliates and subcontractors of and from any and all obligations, liabilities, claims, damages and costs, including without limitation reasonable attorneys' fees, arising out of or relating to the content of user communications.

C. CUSTOMER indemnifies and saves PBRTC harmless against any accident, injury, loss or death caused through the use of telephone apparatus which fail to meet accepted industry standards. PBRTC has the right to refuse or cease to provide SERVICE if at any time any of the telecommunications apparatus, lines, or equipment on the Customer's premises shall be considered unsafe by PBRTC personnel, or if the use of the service shall be prohibited by or forbidden under any applicable law, ordinance or regulation.

### **4. Term/Cancellation of Agreement**

A. The term of this Agreement shall be 60 months, beginning on the date that service is activated, subject to early termination as specifically provided herein. Thereafter, this Agreement shall continue to renew in annual periods until either party cancels this Agreement upon 30-day written notice to the other party.

B. If CUSTOMER terminates this agreement prior to the completion of the term listed above, CUSTOMER agrees to immediately pay termination charges calculated by taking the number of full billing periods remaining in the term in which CUSTOMER terminates the agreement, multiplied by the charges per billing period as defined in section 2 ("Charges for Service/Billing Period").

C. In the event that CUSTOMER wishes to change to an alternative Service Location, if technically and physically feasible and requested by CUSTOMER, PBRTC will move the service to new location. CUSTOMER agrees to pay all costs incurred by PBRTC for moving service to new location.

### **5. Force Majeure**

PBRTC shall be excused from performance if its performance is prevented by acts or events beyond PBRTC's reasonable control including but not limited to: severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; computer failures; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities.

### **6. Default by CUSTOMER**

A. CUSTOMER shall be in default hereunder for: (1) failing to make any payment owed hereunder, when due; (2) breaching any of the terms, conditions, covenants, warranties or representations herein; or (3) filing or initiating proceedings seeking liquidation, reorganization or other such relief under any bankruptcy or insolvency law (state of federal); provided, however, that CUSTOMER shall be given ninety (90) days to remove any such involuntary proceeding.



B. In the event CUSTOMER is in default under this Agreement, and does not cure such default within any time period for cure which is specified under this Agreement (or within five (5) days, after notice from PBRTC if no cure period is specified), then PBRTC shall have the right to either: (a) suspend or interrupt provision of the SERVICES to CUSTOMER; or (b) terminate this Agreement in its entirety without further notice to CUSTOMER or other person. In any event, PBRTC shall not be precluded from pursuing any other remedy against CUSTOMER available to PBRTC at law or in equity.

C. If customer terminates this agreement prior to the completion of the initial or renewal term, CUSTOMER shall be responsible for early termination charges calculated by taking the number of full billing periods remaining in the term in which CUSTOMER terminates the agreement, multiplied by the charges per billing period as defined in section 2 ("Charges for Service/Billing Period").

## **7. Confidentiality**

CUSTOMER shall maintain the confidentiality of any information identified by PBRTC as "proprietary", "confidential" or "trade secret" and shall not disclose to any other person the contents of such information or make copies of such information, whether by electronic, optical or other means, whether during the term of this agreement or for a period of 12 months after termination of this Agreement.

## **8. Authority**

Each Party acknowledges that it has full power and authority to enter into and perform the provisions set forth in this Agreement, and that the individual or individuals executing this Agreement on behalf of each Party have been properly authorized and empowered to enter into this Agreement.

## **9. 911 Notification**

Per MN State Statute 403.15 403.15 MULTILINE TELEPHONE SYSTEM 911 REQUIREMENTS.

Every owner and operator of a new multi-station or private branch exchange (PBX) multiline telephone system purchased after Feb. 20<sup>th</sup>, 2020, shall design and maintain the system to provide a callback number and emergency response location.

A. An operator of business multiline telephone systems connected to the public switched telephone network and serving business locations of one employer shall ensure that calls to 911 from any telephone on the system result in one of the following:

- (1) automatic location identification for each respective emergency response location;
- (2) an ability to direct emergency responders to the 911 caller's location through an alternative and adequate means, such as the establishment of a 24-hour private answering point; or
- (3) a connection to a switchboard operator, attendant, or other designated on-site individual.



Only one emergency response location is required in the following circumstances:

- (1) an employer's work space is less than 40,000 square feet, located on a single floor and on a single contiguous property;
- (2) an employer's work space is less than 7,000 square feet, located on multiple floors and on a single contiguous property; or
- (3) an employer's work space is a single public entrance, single floor facility on a single contiguous property.

I have read the above and understand it is my responsibility to comply, this may require a third-party service.

Initial: **Customer** \_\_\_\_\_ PBRTC: \_\_\_\_\_

**This service can be set up through Independent Emergency Services**

Trevor Evans  
Database Administrator  
Independent Emergency Services  
320-234-5242  
Trevor.Evans@ies911.com  
www.ies911.com

## 10. Miscellaneous

Failure or delay by either party to exercise any right, power, or privilege hereunder, will not operate as a waiver hereto.

This contract may not be assigned to any third party without the written consent of PBRTC.

This agreement constitutes the entire understanding between CUSTOMER and PBRTC, and supersedes any prior agreements or understandings except relevant PBRTC tariffs filed with appropriate State of Minnesota or federal authorities. This Agreement shall be governed by the laws of the state of Minnesota.

In the event that a court, government agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of this agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of the Agreement shall continue in effect.

Title to, and ownership of, all equipment and facilities PBRTC uses in supplying SERVICE is and remains with PBRTC. PBRTC will supply SERVICE described in this Agreement in any manner and by means of any equipment, software, and facilities PBRTC chooses. The method of providing of SERVICE is a matter within PBRTC's sole discretion.

In the event that the terms of this agreement are determined to conflict with the tariffs or bylaws of PBRTC, the tariff or bylaws shall override this agreement.



PAUL BUNYAN RURAL  
TELEPHONE COOPERATIVE:

Dated: \_\_\_\_\_

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

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

**Dated:** \_\_\_\_\_

**CUSTOMER:** \_\_\_\_\_

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

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

**Customer Billing Information:**

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Name

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Address

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