

**Mutual Emergency Restoration
and Joint Use Agreement
Between
Jackson Electric Membership Corp.
and
The City of Lawrenceville, GA**

Draft

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Mutual Emergency Restoration and Joint Use Agreement

Jackson Electric Membership Corporation, a Georgia electric membership cooperative (“**JEMC**”) and **The City of Lawrenceville**, a Georgia Municipality (“**The City**”) and enter into this **Mutual Emergency Restoration and Joint Use Agreement** (“**Agreement**”) as of **#Date** (“**Effective Date**”). JEMC and The City (collectively, “**Parties**” or, individually, “**Party**”) acknowledge:

- Both Parties operate electric utility distribution systems in the state of Georgia and in some cases both Parties have their electric lines and facilities attached to the same pole or structure;
- In some circumstances, one Party’s customers and operations would benefit from having the other Party perform emergency or joint use services on its lines and facilities as described in this Agreement;
- Both Parties desire to provide services to the other and receive services from the other on the terms and conditions of this Agreement, for the mutual benefit of JEMC’s customers, the City’s customers;

In consideration of the mutual promises expressed here, the Parties agree as follows:

PART 1 THE AGREEMENT

1.1 Services Covered. The “**Services**” performed under this Agreement may be either:

- (i) “**Emergency Services**” - Localized emergency restoration services or major storm restoration services provided by either Party to the other; or
- (ii) “**Joint Use Construction**” - Joint use pole construction, repair, or replacement provided by either Party to the other

1.2 Party Identification. In this Agreement, the Party performing the Services is “**Performing Utility**” and the Party owning the facilities where the Services are performed is “**Receiving Utility.**”

1.3 No Minimum Commitment. This Agreement is not an exclusive arrangement and neither Party is obligated to provide or accept any minimum amount of Services under this Agreement. The Parties must mutually agree to the performance of any Services under *Authorization for Localized Emergency Services* or *Request for Major Storm Services* in Part 2, or *Authorization for Joint Use Construction* in Part 3.

PART 2 SERVICES COVERED

2.1 Emergency Defined. In this Agreement, “**Emergency**” includes any distribution facility outage or trouble situation (whether caused by weather, accident, or unknown cause). An Emergency that involves localized restoration is referred to as a “**Localized Emergency**” and an Emergency where a “**Storm Response**” is activated is referred to as a “**Major Storm**” or “**Major Storm Restoration.**”

A. Contact Information. Throughout the term of this Agreement, the Parties will keep each other informed regarding proper 24/7 contact information for the Party. The Parties will also keep each other up-to-date regarding proper notification and authorization procedures.

2.2 Authorization for Localized Emergency Services.

A. Authorization for Localized Emergency Services by EMC. In the event of an Emergency that could involve EMC’s performance of Localized Emergency Services for The City, the authorization process is: (i) EMC will contact The City’s appropriate personnel; (ii) EMC and City Personnel discuss the circumstances and agree upon the action, if any, to be taken by EMC; (iii) switching will be issued to EMC by the City; and (iv) clearances on City facilities will be issued to EMC. Upon receipt of authorization and proper clearances, the Localized Emergency Services may proceed.

B. Authorization for Localized Emergency Services by The City. In the event of an Emergency that could involve The City’s performance of Localized Emergency Services for EMC, the authorization process is: (i) The City will contact the EMC operator/trouble center; (ii) The City Personnel and the EMC operator on duty will discuss the circumstances and agree upon the action, if any, to be taken by The City; (iii) switching will be issued to The City by the EMC operator; and (iv) clearances on EMC facilities will be issued by EMC to The City. Upon receipt of authorization and proper clearances, the Localized Emergency Services may proceed.

2.3 Request for Major Storm Services.

A. City Request for Major Storm Services by EMC. In the event of a Major Storm that could involve EMC’s performance of Major Storm Restoration Services for or on behalf of The City, the appropriate City personnel will contact **Georgia Electric Membership Corporation** (“**GEMC**”). GEMC will contact EMC and, if EMC agrees to perform the Major Storm Restoration

Services, EMC will directly contact The City for further information and details of the Major Storm Restoration Services to be performed. EMC will stay in contact with The City until released.

EMC Request for Major Storm Services by The City. In the event of a Major Storm that could involve City performance of Major Storm Restoration Services for or on behalf of EMC, JEMC will contact the appropriate City personnel. If The City agrees to perform the Major Storm Restoration Services, The City will maintain contact with JEMC for further information and details of the Major Storm Restoration Services to be performed until released.

B. Mutual Major Storm Assistance. If the Major Storm has affected the facilities of both Parties, each Party will first perform its own restoration. Afterwards, the Parties may, but are not obligated to, offer assistance to the other under this Agreement. If one Party is performing Major Storm Restoration Services for the other, and then suffers an Emergency or Major Storm outage on its own system, that Party will notify the appropriate personnel of Receiving Utility and will be dismissed from Major Storm Restoration Services for Receiving Utility.

C. Right of Refusal. If a Performing Utility crew reports to the Major Storm assembly point without appropriate crew staffing or appropriate equipment and tools, Receiving Utility reserves the right to refuse the crew and not pay compensation for that crew's travel to and from the assembly point.

2.4 Safety. Safety of personnel will be the primary objective and responsibility of Performing Utility at all times when performing any Emergency Services under this Agreement. Performing Utility will perform Emergency Services according to all applicable Occupational Safety and Health Administration (“OSHA”) rules, will follow its own safety rules (except as provided in *Substation Entry* below) and protective grounding practices, and will provide all personal protective equipment. If any accident or safety mishap occurs, Performing Utility will report it to Receiving Utility.

2.5 Restoration Services. After receiving authorization as required above, Performing Utility will perform a complete restoration of Receiving Utility's facilities, in a competent manner and using “**Good Utility Practice**” (defined as any practice, method, or act engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any practice, method, or act that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety, and expedition). Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be practices, methods, or acts generally accepted in the region.

A. Applicable Specifications. Performing Utility will complete the restoration according to Receiving Utility's specifications. Receiving Utility will provide copies of its relevant specification documents to Performing Utility as appropriate.

B. Materials. Restoration Emergency Services will be performed by reusing, to the extent practicable, materials at the facility. If new or additional materials are required, they will be provided, upon request, by Receiving Utility. Performing Utility may provide minor materials when necessary, provided Receiving Utility is notified and agrees.

C. Utility Coordination. Performing Utility will be responsible for coordinating Emergency Services (whether underground or overhead, but not including any right-of-way, easement, or other land right) with private parties, local governments, and other utilities. If Emergency Services involve or may affect utility facilities (whether overhead or underground), Performing Utility will be responsible for providing notices and locate requests to the Utilities Protection Center, and for coordinating all activities with the Utilities Protection Center and with all utility facility owners or operators as may be required under the *Georgia Utility Facility Protection Act* (O.C.G.A. § 25-9-1, *et seq.*) or the *High-voltage Safety Act* (O.C.G.A. § 46-3-30, *et seq.*) and any amendments to these Acts. If necessary, Receiving Utility will provide maps to Performing Utility. Receiving Utility is responsible for any issue regarding right-of-way, easement or other land right.

D. Increase in Restoration Scope. If Performing Utility begins performing Emergency Services under proper authorization and then determines that work additional to the originally-contemplated scope is necessary, Performing Utility will contact the proper authority for Receiving Utility to discuss the change in scope and receive additional direction or authorization.

2.6 Services Labor and Equipment.

A. Qualified Labor. Performing Utility will use only personnel who are qualified by the necessary education, training, and experience to perform the particular tasks assigned (i.e., persons experienced in appropriate utility overhead or underground electrical distribution construction and maintenance). Subject to the provisions below, Performing Utility is responsible for training its personnel and for ensuring they have the technical qualifications necessary to provide Emergency Services.

(i) Clearances. Performing Utility will handle line clearances and switching according to Receiving Utility's operating procedures, so long as the procedures do not violate Performing Utility's safety rules. Provided that a member of Performing Utility's Emergency Services crew is properly certified, Performing Utility (acting through the coordination of The City or the EMC control center, as delineated in *Authorization for Localized Emergency Services* or *Request for Major Storm Services* above) will be responsible for signing onto all line clearances. Receiving Utility will provide information on its switching and tagging procedures and Performing Utility will use Receiving Utility's switching/blocking tags. While performing

Emergency Services under a line clearance, Performing Utility must have continuous communication with the control center of Receiving Utility through the use of a mobile telephone, dispatcher/operator, or mutually-compatible two-way radio devices.

(ii) **Substation Entry.** For entrance to a Georgia Integrated Transmission System (“ITS”) Substation to perform any switching or other operations with respect to Emergency Services: (a) at least one member of Performing Utility’s crew must have current ITS certification; and (b) appropriate notification must have been made to the proper transmission control authority.

B. Use of Native Crews and Contractors. Emergency Services may be performed by Performing Utility’s own native crews (employees of Performing Utility). Emergency Services may be performed by an independent contractor of Performing Utility **only** if the independent contractor also has an existing contract to perform similar services for Receiving Utility. During this Agreement’s term, the Parties will keep the other informed as to which contractors, if any, may perform Emergency Services for the Party at the request of the other Party. If Performing Utility proposes to perform Emergency Services by using a particular independent contractor that has no existing contract with Receiving Utility, Receiving Utility must specifically agree to allow that independent contractor to perform the Emergency Services.

C. Crew Composition. Crew composition will remain the same as used at Performing Utility. Receiving Utility will pay Performing Utility its actual labor costs (at the personnel’s standard labor category and pay classification), with standard overheads, but with no profit adder. For Localized Emergency Services not related to a Major Storm, Performing Utility’s standard policies for straight-time, overtime, rest time, meals, and lodging compensation will apply.

D. Labor Compensation. Receiving Utility will pay labor charges (and related meal and lodging expenses) for Emergency Services when Performing Utility’s personnel are engaged in any of the activities listed below. The Parties agree that some Localized Emergency Services may be *de minimis* (i.e., “minimal”) in nature, consisting of minor or temporary repairs, for which Performing Utility may elect not to charge Receiving Utility. Receiving Utility will determine the working hours for Major Storm Restoration. Labor and equipment rates and other compensation will be based on Performing Utility’s restoration policies for time spent:

- (i) Traveling between the normal crew work site/reporting location and an Emergency Services work site or Major Storm assembly point;
- (ii) Traveling between the work site and any Major Storm assembly point or between work sites;
- (iii) Working;
- (iv) Not working at Receiving Utility’s request, but would have been working a normally scheduled day at Performing Utility (maximum 10 hours/day);
- (v) Assigned to standby at an assembly point or lodging facility (maximum 10 hours/day); and
- (vi) Resting during paid rest periods required by applicable law (defined in *Compliance Requirement* in Part 5), by labor agreements, or by Performing Utility’s practice as a result of performing Emergency Services under this Agreement.

E. Equipment. Performing Utility must supply each crew with all equipment and tools reasonably necessary for performance of Emergency Services. Equipment and tools will be billed at cost (with no profit adder) and at straight time rates, with no overtime premium. Receiving Utility has the right, in accordance with Good Utility Practice, to specify equipment and tools required. Receiving Utility will pay hourly equipment charges when Performing Utility’s equipment is:

- (i) Traveling between Performing and Receiving Utilities;
- (ii) On the work site;
- (iii) Traveling between the work site and any Major Storm assembly point; and
- (iv) Not working at Receiving Utility’s request, but would have been working a normally scheduled day at Performing Utility (maximum 10 hours/day).

2.7 Notification on Localized Emergency Completion. When Performing Utility has completed Localized Emergency Services, it will notify promptly Receiving Utility’s control center and will: (i) provide directly to Receiving Utility a description of all Localized Emergency Services performed; and (ii) inform Receiving Utility as to whether the Services were *de minimis* or will be invoiced. If the Services were not *de minimis*, within 15 days, Receiving Utility will inspect and accept or reject the Localized Emergency Services work product, based on Good Utility Practice for emergency work. If the Localized Emergency Services are rejected, Performing Utility will re-perform the Localized Emergency Services in an acceptable manner or, at Receiving Utility’s discretion, no payment will be due for the rejected Localized Emergency Services.

2.8 Notification on Major Storm Restoration Completion. When Performing Utility has completed Major Storm Restoration Services, it will promptly notify the appropriate storm center and seek direction regarding further Major Storm Restoration Services to be performed or to obtain release.

PART 3 JOINT USE CONSTRUCTION

3.1 Joint Use Construction Defined. Joint Use Construction includes any routine construction work required to establish a joint use pole line or to make adjustments, additions, or repairs to an existing joint use pole. Either Party may request Joint Use Services by the other Party. The Party requesting Joint Use Services is referenced in this Agreement as Receiving Utility and the Party performing the physical work of the Joint Use Services is Performing Utility. The Parties acknowledge that this Agreement does not apply to any services performed in connection with any attachment subject to mandatory attachment rights as provided for in The Telecommunications Act of 1996, 47 U.S.C., Chapter 5, Subchapter II, Part I, § 224.

3.2 Authorization for Joint Use Construction. The Parties agree that no Joint Use Construction will be performed (whether for existing or new joint use poles) until the specific project and all details (e.g., pole ownership, division of costs, the provider of poles and hardware) of the project are agreed upon in writing.

3.3 Safety. Safety of personnel will be the primary objective and responsibility of Performing Utility at all times when performing Joint Use Services. Performing Utility will perform Joint Use Services according to all applicable OSHA rules, will follow its own safety rules and protective grounding practices, and will provide all personal protective equipment. If any accident or safety mishap occurs, Performing Utility will report it to Receiving Utility.

3.4 Performance of Joint Use Construction. After receiving authorization as required above, Performing Utility will perform Joint Use Services in a competent manner and using Good Utility Practice.

A. Applicable Specifications. Receiving Utility will provide copies of its relevant specification documents to Performing Utility, as appropriate. Performing Utility will complete Joint Use Services according to the requirements of Receiving Utility's specifications, the most current edition of the National Electrical Safety Code ("NESC"), and applicable law. In the event of any conflict, the more stringent requirement will govern.

B. Materials. Joint Use Services will be performed by using materials provided by Receiving Utility. Performing Utility may provide materials when necessary, provided Receiving Utility is notified and agrees.

C. Utility Coordination. Performing Utility will be responsible for coordinating Joint Use Services (other than right-of-way, easement, or other land right issues with private parties, local governments, and other utilities. If Joint Use Services involve or may affect utility facilities (whether overhead or underground), Performing Utility will be responsible for providing notices and locate requests to the Utilities Protection Center, and for coordinating all activities with the Utilities Protection Center and with all utility facility owners or operators as may be required under the *Georgia Utility Facility Protection Act* (O.C.G.A. § 25-9-1, *et seq.*) or the *High-voltage Safety Act* (O.C.G.A. § 46-3-30, *et seq.*) and any amendments to these Acts. If necessary, Receiving Utility will provide maps to Performing Utility. Receiving Utility is responsible for any issue regarding right-of-way, easement, or other land right.

D. Increase in Scope. If Performing Utility begins performing Joint Use Services under proper authorization and then determines that work additional to the originally-contemplated scope is necessary, Performing Utility will contact the proper authority for Receiving Utility to discuss the change in scope and receive additional direction or authorization.

3.5 Joint Use Construction Procedure and Compensation.

A. Qualified Labor. Performing Utility will use only personnel and contractors who are qualified by the necessary education, training, and experience to perform the particular tasks assigned to them (i.e., personnel experienced in utility overhead electrical distribution construction and maintenance). Subject to the provisions below, Performing Utility will be responsible for training its personnel and for ensuring they have the technical qualifications necessary to provide Joint Use Services.

(i) Clearances. Line clearances and switching will be handled according to Receiving Utility's operating procedures, so long as the procedures do not violate Performing Utility's safety rules. Provided that a member of Performing Utility's Joint Use Services crew is properly certified, Performing Utility will be responsible for signing onto all line clearances. Receiving Utility will provide information on its switching and tagging procedures and Performing Utility will use Receiving Utility's switching/blocking tags. While performing Joint Use Construction under a line clearance, Performing Utility must have continuous communication with the control center of Receiving Utility through the use of a mobile telephone, dispatcher/operator, or mutually-compatible two-way radio devices.

(ii) Substation Entry. For entrance to a Georgia ITS Substation to perform any switching or other operations: (a) at least one member of Performing Utility's crew performing the Joint Use Services must have current ITS certification; and (b) appropriate notification must have been made to the proper transmission control authority.

B. Use of Native Crews and Contractors. Joint Use Construction may be performed by Performing Utility's own native crews (employees of Performing Utility). Crew composition will remain the same as used by Performing Utility. Joint Use Services may be performed by an independent contractor of Performing Utility **only** if the independent contractor also has an existing contract to perform similar Joint Use Construction for Receiving Utility. During this Agreement's term, the Parties will keep each other informed as to which contractors, if any, may perform Joint Use Services pursuant to this Agreement. If Performing Utility proposes to perform Joint Use Construction by using a particular independent contractor that has no existing contract with Receiving Utility, Receiving Utility must specifically agree to allow that independent contractor to perform Joint Use Services.

C. Compensation. Payment for Joint Use Construction will be made to Performing Utility its actual labor and equipment costs (at straight-time rates, with no overtime premium, unless Receiving Utility expressly agrees to pay labor at overtime rates) with standard overheads, but with no profit adder. Any shared costs are to be agreed upon during authorization.

3.6 Notification on Completion. When Performing Utility has completed Joint Use Construction, it will promptly notify Receiving Utility and provide a description of the Joint Use Construction performed. Within 15 days, Receiving Utility will inspect and accept or reject the Joint Use Construction work product. If the Joint Use Construction is rejected for good cause, Performing Utility will re-perform the Joint Use Construction in an acceptable manner or, at Receiving Utility's discretion, no payment will be due for the rejected Joint Use Construction.

PART 4 PAYMENT

4.1 Invoices. For Services other than *de minimis* services, Performing Utility will prepare and submit an invoice conforming to the terms and conditions of this Agreement and providing all information required by the other Party. Invoices for Emergency Services should be submitted within 90 days and invoices for Joint Use Construction should be submitted with 60 days. Terms and conditions included on any invoice will not alter or amend the provisions of this Agreement.

A. Invoices by Contractors. If any Services under this Agreement are provided by a contractor under *Use of Native Crews and Contractors* in either Part 2 or Part 3, the contractor will be responsible for billing directly Receiving Utility under their agreement. If the Parties agree, incidental billings by contractors may be sent to Receiving Utility by Performing Utility on contractor's behalf.

4.2 Payment. The Parties agree to standard payment terms of net 30 days from satisfactory completion of the Services and receipt of an invoice. No payment will be deemed past due until 45 days after receipt of an invoice. Interest, at the rate of ½% per month will accrue beginning 60 days after invoice receipt. The following provisions of the *Georgia Prompt Pay Act* (O.C.G.A. § 13-11-1, *et seq.*), if applicable to the Services, will not apply to this Agreement: (i) the time requirement in O.C.G.A. § 13-11-4(a); and (ii) the interest rate in O.C.G.A. § 13-11-7(a).

4.3 Responsibility for Expenses. Each Party is solely responsible for all expenses, costs, liabilities, taxes, assessments, maintenance, insurance, and other fees or obligations incurred by it, its subcontractors, or their agents and employees at any time and for any reason as a result of this Agreement or performance of the Services (including withholding taxes; Social Security taxes; unemployment taxes; sales, use and excise taxes; workers' compensation insurance premiums; and royalties and license fees for patented designs, processes or products).

PART 5 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Each Party will maintain in effect, at all times during the term of this Agreement, insurance covering workers' compensation, commercial general public liability, and automobile liability in amounts and with deductible or self-insurance features as consistent with its customary practices. If either Party acts as a self-insurer with respect to workers' compensation, that Party will, regardless of fault, indemnify, hold harmless, and defend (if requested) the other Party, and its officers, directors, employees, agents, representatives, and affiliates, from and against any claim for personal injury or death made by any employee, officer, agent, representative, or contractor of the self-insured Party that is based upon or arises out of performance of Services under this Agreement.

5.2 EMC Persons Indemnified. For purposes of this Agreement, the term "EMC Persons Indemnified" includes EMC and all present and future affiliates, their subsidiaries and permitted successors and assigns, and each of their respective officers, directors, employees, agents, and representatives and all parties claiming through them.

5.3 City of Lawrenceville Indemnified. For purposes of this Agreement, the term "City of Lawrenceville Indemnified" includes The City, and all present and future affiliates, their subsidiaries and permitted successors and assigns, and each of their respective officers, directors, employees, agents, and representatives and all parties claiming through them.

5.4 Indemnification Obligations. Despite any provision in this Agreement to the contrary, no Party nor its Persons Indemnified will be liable under this Agreement for consequential, special, indirect, treble, exemplary, incidental, or punitive damages of any type under any circumstance, regardless of whether such damages may be available under applicable state or federal law. Whenever

any liability is incurred by either or both of the Parties for injury to the personnel of either Party or damage to the property of either Party, or for injury to other persons or their property, arising out of Services under this Agreement, the liability for such damage, as between the Parties, will be as follows:

- (i) Each Party will be liable for all damages for injury to persons or property caused solely by the Party's negligence or solely by the Party's failure to comply at any time with any applicable law or with the NESC ("Sole Fault");
- (ii) Each Party will be liable for all damages for injury to its own personnel or its own property caused by the concurrent negligence of both Parties, or due to a cause that cannot be traced to the Sole Fault of the other Party;
- (iii) Each Party will be liable for one-half of all damages for injury to any person other than personnel of either Party, and for one-half of all damages for injury to property not belonging to either Party, caused by the concurrent negligence of both Parties, or due to a cause that cannot be traced to the Sole Fault of the other Party;
- (iv) If, on account of injuries of the character described in subpart (i) or (ii) of this *Indemnification Obligations* provision, either Party makes any payment to its injured personnel (or estate) in conformity with: (a) the provision of any workers' compensation for personal injury to an employee by accident arising out of and in the course of employment, whether based on negligence on the part of the employer or not; or (b) any plan for employee disability benefits or death benefits now established or hereafter adopted by the Parties or either of them, the payment will be construed to be damage for injury within the terms of subparts (i) or (ii) and will be reimbursed by the Parties in accordance with subparts (i) or (ii) above; or
- (v) Any claim, demand, loss, damage, expense, suit, action, judgment, cost, or any other liability arising under this *Indemnification Obligations* provision will be dealt with jointly by the Parties. If a claimant desires to settle upon terms acceptable to one Party but not to the other, the Party desiring to settle may, without waiver of or prejudice to its rights under this *Indemnification Obligations* provision, pay to the other Party one-half of the expense such settlement would involve, and afterwards the non-settling Party will be bound to protect the Party making the payment from all further liability and expense on account of such claim, provided that if in subsequent proceedings the matter is adjudged so that, after payment of all costs, the amount previously paid exceeds that Party's ultimate one-half liability, a partial or complete refund will be made.

B. Indemnity Coverage. For purposes of this *Indemnification Obligations* provision, "expenses" include court costs, actual attorneys' fees reasonably incurred, costs of investigation, costs of defense, expert witness and consulting fees, costs of enforcing the indemnity, settlements, payments, interest expense, and judgments associated with all covered claims or proceedings and in enforcement of this provision.

5.5 Protection of Services and Property. Performing Utility will take all reasonable precautions to: (i) maintain adequate protection of all its Services from damage; (ii) protect Receiving Utility's property from injury or loss arising in connection with this Agreement; and (iii) adequately protect adjacent property, whether public or private and whether real or personal. Performing Utility will, at its expense, rebuild, repair, restore, and make whole any injury or damage to any property of Receiving Utility or adjacent property that occurs during performance of the Services, to the extent the injury or damage was caused by Performing Utility.

5.6 DISCLAIMER. NEITHER PARTY MAKES ANY REPRESENTATION, COVENANT, OR WARRANTY OF ANY KIND (INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) CONCERNING SERVICES PROVIDED UNDER THIS AGREEMENT.

5.7 Services Performed by Contractors. If Emergency Services or Joint Use Construction is provided by a contractor under *Use of Native Crews and Contractors* in Part 2 or Part 3, respectively, the contractor will be deemed to be performing under the applicable agreement between contractor and each Party and all rights, obligations, and liabilities will be governed by the agreement between the contractor and the applicable Party.

PART 6 TERM AND TERMINATION

6.1 Term. The initial term of this Agreement is one year. At the end of the initial term, the Agreement will renew automatically for successive one-year terms until terminated by either Party as provided below.

6.2 Termination for Convenience. Either Party may terminate this Agreement by giving the other Party written notice at least 30 days before the effective date of termination.

6.3 Termination for Default. Either Party may terminate this Agreement immediately upon written notice if the other Party has breached any of its material obligations and has not cured (or begun taking diligent action to cure) the breach within 30 days following written notice of breach from the other Party.

PART 7 MISCELLANEOUS PROVISIONS

7.1 Relationship of Parties. Performing Utility will be an independent contractor for Receiving Utility. Neither Party will be considered an agent, partner, joint venturer, employee, or representative of the other. No affiliate of either Party will have any liability

whatsoever for a Party's performance or nonperformance under this Agreement. Nothing in this Agreement will be construed to create any duty, obligation, or liability of either Party to any person or entity not a party to this Agreement. Neither Party will assign or transfer any of its rights or interests in, or obligations under, this Agreement without the prior written consent of the other Party.

7.2 Notice. All notices permitted or required by this Agreement will be in writing and will be deemed delivered upon a) personal delivery (effective that date); (b) email delivery (effective that date if sent by 5:00 p.m. (recipient's time); otherwise, the next business day); (c) prepaid nationally- or internationally-recognized commercial overnight courier (effective the next business day); or (d) registered or certified U.S. mail, with proper postage (effective the following fourth business day). A Party will provide all notices to the other at the address shown below, or to any other address that a Party designates by written notice under this *Notice* provision.

If to Jackson EMC:

#Name
#Title
Jackson Electric Membership Corporation
#Address
#City, GA #ZIP
Email

If to The City of Lawrenceville:

Chuck Warbington, City Manager
The City of Lawrenceville
Address Here

7.3 Governing Law and Interpretation. This Agreement will be governed by and construed under Georgia law. Any lawsuit or other legal action or proceeding related to this Agreement will be filed in either a state or federal court sitting in the state of Georgia. If a provision is ruled invalid or unenforceable, the validity or enforceability of this Agreement as a whole will not be affected. All captions are solely for convenience and are not to be considered in interpreting this Agreement. In this Agreement, "including" and "include" are deemed to be followed by the phrase "without limitation," "but not limited to," or "but are not limited to," as appropriate in the context and "or" means "either or both" (i.e., "A or B" means "A or B or both A and B").

7.4 Entire Agreement; Modifications. This Agreement, including all documents attached or incorporated by reference, states all agreed terms and conditions regarding the Services. Any prior or contemporaneous oral or written negotiation, promise, representation, or agreement is merged into and superseded by this Agreement. The Parties acknowledge that the Common Use Agreement is still in effect, and, in the event of a conflict, agree that the Common Use Agreement takes precedence. No waiver, amendment, change, alteration, or modification of this Agreement is binding unless in writing and signed by an authorized representative of each Party. Any waiver, disclaimer of liability, indemnity, release from liability, or limitation on liability expressed in this Agreement (whether in contract, equity, tort, or otherwise, and regardless of the fault, negligence, strict liability, or breach of warranty of a Party or its Persons Indemnified) will survive Agreement termination or expiration.

Each Party, acting through its authorized representative signing below, acknowledges that it has read the terms and conditions of this Agreement and that it understands and agrees to be bound by these provisions.

Agreed by

The City of Lawrenceville

By:

#Name
#Title

Date:

Agreed by

Jackson Electric Membership Corporation

By:

#Name
#Title

Date:
