

AGREEMENT

This Agreement is made and entered into this ____ day of October, 2017, by and between the City of Norman, Oklahoma, a municipal corporation, hereinafter referred to as the "City", and McLeodUSA Telecommunications Services, LLC., an Iowa company, hereinafter referred to as "MCLEOD" or "Company", with MCLEOD and City sometimes separately referred to hereinafter as a "Party", and sometimes collectively as "Parties".

WHEREAS, MCLEOD wishes to install and operate telecommunications systems and provide service in the City;

WHEREAS, MCLEOD has requested that it be allowed to install conduits and a fiber optic cable to provide telecommunications services along a portion beginning at the customer location of 2657 Classen Blvd. at approximately 362 feet North of East Imhoff Road and Classen Blvd/US HWY 77, traveling North approximately 457 feet along Classen Blvd/US HWY 77 to the Windstream/McLeod HH located within the State ROW. From the HH, moving North approximately 68 feet to the City Utility ROW, then move East approximately 910 feet within the City Utility ROW to place a new McLeod HH within the ROW. Then travel South approximately 98 feet within the Customer ROW to place a McLeod HH at the customer's Maintenance/Communication building.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, the parties agree as follows:

1. Term of Agreement: This non-exclusive Agreement shall take effect on the day that the City of Norman Public Works Department issues a Revocable Utility Installation Permit, and it shall be effective for a term of five (5) years thereafter. Prior to the end of this term, the parties agree to enter into good faith negotiations regarding a possible renewal and/or modification and/or extension of this Agreement.
2. Nature of Agreement: MCLEOD has reviewed and will execute the Application and Special Conditions attached hereto as Exhibit "A" and made a part hereof and understands and agrees to abide by the terms and conditions of that Application.
 - a. No other privilege or exemption shall be granted or conferred by this Agreement except those specifically prescribed herein and in the attached Application.
 - b. In the event MCLEOD utilizes these facilities for any revenue generating purpose within the City of Norman, MCLEOD shall pay to the City a fee equal to 3% of the Gross Revenues of MCLEOD and/or its affiliates collected from the commercial use of the facilities for each calendar year for telecommunications services rendered wholly within the city in lieu of a franchise tax.
 - c. Such fee shall be due and payable to the city on or before February 1 of the following year.

- d. This Agreement shall not release MCLEOD of any existing or future obligations involved in obtaining permits, pole, or conduit space from any department of the City, utility company, or from others maintaining utilities in City streets and rights-of-way. MCLEOD is subject to any and all Ordinances of the City now in force or hereafter enacted.
- e. MCLEOD agrees that it will at all times hereafter indemnify, protect and save harmless the City from and against any and all damages, claims, demands, suits, actions, and causes of action arising from and growing out of all injuries to or deaths of persons, or loss or destruction or damages to property as a result of the actions of MCLEOD or its contractors, agents, or employees in the construction, maintenance, operation, alteration, repair, or replacement of its facilities.
- f. This Agreement shall inure to the benefit of the successors, lessees, and assigns of MCLEOD only upon written consent of the City.
- g. This Agreement is revocable at any time by the City upon thirty (30) days' notice to MCLEOD. If the Agreement is revoked, Permittee, at its sole expense, will remove or relocate its facilities.
- h. This Agreement conveys no property interest in or to any street, alley, easement, or right-of-way.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement as of the ____ day of October, 2017.

McLeodUSA Telecommunications Services, LLC.:

BY: X 
Joyce Latham-Sr. Director Network Operations

CITY OF NORMAN:

APPROVED by the City Council of the City of Norman, Oklahoma on the ____ day of October 2017.

Lynne Miller, Mayor

ATTEST:

Brenda Hall, City Clerk

REVIEWED as to form and legality this 12 day of October 2017.


Assistant City Attorney