



# SELAH CITY COUNCIL

5:30pm July 27, 2021

\*Amended\*



Selah City Council  
Regular Meeting  
Tuesday, July 27, 2021  
5:30pm  
Via Zoom

Mayor:  
Mayor Pro Tem:  
Council Members:

Sherry Raymond  
Roger Bell  
Russell Carlson  
Jacquie Matson  
Kevin Wickenhagen  
Clifford Peterson  
Suzanne Vargas  
Michael Costello

CITY OF SELAH  
115 West Naches Avenue  
Selah, Washington 98942

City Administrator:  
City Attorney:  
Clerk/Treasurer:

Joe Henne  
Rob Case  
Dale Novobielski

---

## AGENDA

- A. Call to Order –Mayor Raymond
- B. Roll Call
- C. Councilmember Absence – Motion to Excuse
- D. Pledge of Allegiance
- E. Invocation
- F. Agenda Changes

Add to Agenda:

Resolution N – 4: Resolution authorizing the Mayor to sign a contract with Consolidated Communications, to replace the obsolete analog telephone system in the police department, with a new digital telephone system including new telephone handsets and equipment

- G. Public Appearances/Introductions/Presentations
  - 1. Katrina Henkle, Selah Downtown Association – Update
  - 2. James Lange, Fire Chief – Introduction of Christine Willis, Yakima County Fire District #2 Secretary
- H. Getting To Know Our Businesses **None**
- I. Communications
  - 1. Oral

We are presently conducting the regular meeting portion of today's session. State law does not require a noncharter code city, such as the City of Selah, to allot time for public comment during a regular meeting between the Mayor and City Council. Historically, the City has chosen to allot time for public comment during its regular meetings, subject to a maximum of two minutes per commenter and common-sense standards of decorum. Recently, those standards of decorum have been increasingly infringed.

Those wishing to offer public comments during a regular meeting must comply with the following process and standards. Each commenter must state his/her full name and whether he/she is a registered voter residing within the city limits of Selah. Each commenter is limited to one comment and a maximum duration of two minutes per regular meeting. A maximum of thirty minutes per regular meeting will be allotted for all public comments. Comments must be constructive and respectful; no profanity, insults, defamation, or direct or implied personal attacks will be allowed. Criticism of City policy is allowed, but personal criticism of any individual is not allowed. The public comment process is not a question-and-answer process. Also, each commenter should speak solely for himself/herself rather than purporting to speak on behalf of others, repeating verbatim or nearly verbatim what another commenter has said, or repeating what a written document says.

In-person comments will be heard from the podium in the order offered by commenters (and during the Covid shutdown, written comments will be read aloud in the order received by City staff and telephonic comments may also be heard). The Mayor may cut off any in-person or telephonic comment that he/she deems inappropriate (and City staff, at the direction of the Mayor, may disallow or modify any written comment that is deemed inappropriate).

These standards are subject to revision. Those who infringe the applicable standards may be barred from offering public comments during future regular meetings.

Public comment during regular meetings is not the exclusive method to communicate with the Mayor or the City Council on any topic. People may send emails or letters, leave voicemails, or request in-person meetings, to or with the Mayor or any member(s) of the City Council. The Mayor and each member of the City Council has personal discretion over how and when he/she might respond to emails, letters, voicemails, and requests for in-person meetings.

2. Written **None**

J. Proclamations/Announcements **None**

K. Consent Agenda

All items listed with an asterisk (\*) are considered routine by the City Council and will be enacted by one motion, without discussion. Should any Council Member request that any item of the Consent Agenda be considered separately, that item will be removed from the Consent Agenda and become a part of the regular Agenda.

Monica Lake \* 1. Approval of Minutes: July 13, 2021 Council Meeting

Dale N. \* 2. Approval of Claims & Payroll

L. Public Hearings **None**

M. General Business

1. New Business **None**

2. Old Business **None**

N. Resolutions

Joe Henne 1. Resolution authorizing the Mayor to sign a Transportation Improvement Board (TIB) Funding Application for the 2021 Arterial Preservation Program for the Fremont Avenue Resurfacing Project

Joe Henne 2. Resolution Authorizing the Mayor to sign a Transportation Improvement Board (TIB) 2021 Urban Sidewalk Program Application for Valleyview Avenue, Third Street and Southern Avenue Improvements

Rob Case 3. Resolution Authorizing the Mayor to Sign and Enter Into, on Behalf of the City, a “First Amendment to Letter Agreement” so as to Effectuate Two (2) Substantive Changes to the Terms of the Previously-Entered-Into “Letter Agreement” Between the City and EIP Holdings II, LLC

Dan Christman 4. Resolution authorizing the Mayor to sign a contract with Consolidated Communications, to replace the obsolete analog telephone system in the police department, with a new digital telephone system including new telephone handsets and equipment

O. Ordinances **None**

P. Public Appearances **None**

Q. Reports/Announcements

1. Departments

2. Council Members

3. City Administrator

4. Boards **None**

5. Mayor

R. Executive Session

1. 30 Minute Session – Litigation RCW 42.30.110 (1)(i)

S. Adjournment

*Next Regular Meeting August 10, 2021*

Each item on the Council Agenda is covered by an Agenda Item Sheet (AIS)

A yellow AIS indicates an action item.

A blue AIS indicates an information/non-action item.



**CITY OF SELAH**  
***CITY COUNCIL***  
***AGENDA ITEM SUMMARY***



Council Meeting      Action Item  
7/27/2021              N – 4

**Title:** Resolution authorizing the Mayor to sign a contract with Consolidated Communications, to replace the obsolete analog telephone system in the police department, with a new digital telephone system including new telephone handsets and equipment.

**From:** Daniel Christman, Selah Police Chief

**Action Requested:** Approval

**Staff Recommendation:** After careful consideration and comparison with another vendor, Council is requested to discuss and approve this resolution.

**Fiscal Impact:** A one-time Aveya Digital Telephone equipment and installation cost is \$10,133.14. Our current reoccurring monthly bill is \$806.00. After digital installation our monthly cost will drop to \$198.00. This equates to a monthly savings of \$608.00 and a return on our investment (ROI) after 18 months.

**Funding Source:** 001-000-021-521-20-42-02 – PD Building Telephone

**Background / Findings & Facts:** Consolidated Communications currently provides analog telephone equipment and service for the Selah Police Department. The analog technology will soon be phased out. The platform and equipment has already proven to be unstable, resulting in unanswered telephone calls and dropped calls. Consolidated assures us that a newly installed digital system and equipment will resolve those issues and further expand our telephone system.

**Recommended Motion:** Recommend Council approves this resolution.

# Business Services Agreement

**BSA ID** Proposal ID Display  
**Term Length** 36 Months

This Business Services Agreement is entered into by Selah City Police (“You” or “Customer”) and the Consolidated Communications, Inc. affiliate located in the state in which the Service(s) are being provided (the “Company” or “CCI” or “We”) and along with the General Terms and Conditions attached hereto and incorporated herein constitute the agreement (the “Agreement”) for the provision of the Services requested by Customer below. Additionally, Customer and CCI may enter into one or more Service Addendum(s) with service-specific terms and conditions. Each such Addendum shall be attached to, governed by and incorporated into this Agreement. This Agreement is binding on Customer when Customer signs it (the “Effective Date”). The initial term (“Term”) for each Service is set forth below. This Agreement shall continue in force for so long as any Service is provided hereunder.

**SERVICES REQUESTED.** The Service(s) requested by Customer to be provided by CCI under the Agreement are as follows:

Selah City Police  
 617 S 1<sup>st</sup> St  
 Selah, WA 98926

(a) Quantity Ordered	(b) Service (Equipment may be listed here or on an extra page)	Features	(d) Non-Recurring Charge(s) (“NRCs”) (if any)	(e) Unit Price or Base Monthly Recurring Charge <u>per Unit</u> (Base Monthly Rate)	(f) Total of Monthly Recurring Charges (“MRC(s)”) by Service
1	10M Ethernet over Copper (EoC)	10x10M Dedicated Internet with Static IP	0	\$60.00	\$60.00
1	Gateway	CCI End Point Device	0	\$30.00	\$30.00
3	Numbers	Published Numbers	0	\$2.50	\$7.50
1	DID	25 Number Direct inward Dial Range	0	\$3.00	\$3.00
5	SIP	Talk Paths	0	\$8.95	\$44.75
1	Long Distance	500 Minutes	0	\$14.50	\$14.50
1	Analog Line	Analog Line for Elevator	0	\$18.52	\$18.52
1	Analog Line Discount	3-yr Discount	0	-\$2.78	-\$2.78
1	Avaya IP Office Phone System	Turnkey	\$9,958.00		

Location Name Site Total:

Site MRC: \$ 175.14  
 Site NRC: \$ 9,958.00

**CHARGES AND FEES.** The following reflect the charges and fees applicable to the Services ordered:

- (a) **Total base monthly recurring charge(s)** (“**Monthly Recurring Charge(s)**”, or “**MRC(s)**”) (the total of the base amounts payable each month for all Services (taxes and other charges are extra): \$ Total MRC.
- (b) **(If applicable): One-time hardware** and related license purchases: \$ One Time Price.
- (c) **Installation fee** (a one-time, non-recurring charge): \$ Install and Professional Fee Price.

Any and all taxes, fees, universal service and similar public policy assessments, are in addition to the amounts set out above, and are also payable by Customer. If a tariff governs a Service, the terms of the tariff will take precedence over this Agreement. For information regarding Trouble Reporting and Maintenance Scheduling see [https://www.consolidated.com/trouble\\_reporting](https://www.consolidated.com/trouble_reporting). All pricing is exclusive of (i) any non-recurring charges incurred that are not reflected above, (ii) any usage or variable charges, (iii) all taxes and fees, and (iv) all charges incurred in connection with governmental or quasi- governmental assessments, which are payable by Customer. Any long distance package pricing excludes charges related to international calls, which will be payable as incurred according to then-applicable rates. Customer is responsible for all individually-charged calls, whether domestic or international, and whether through hosted services or otherwise, including charges that are unauthorized or fraudulently incurred. All Services are provided subject to verification of good credit before installation, your timely payment and your continued good credit. Costs for in-building or other site work beyond the demarcation point, including but not limited to installation of risers, ports, jacks, data drops or inside wiring, are additional. Rates are available upon request if Customer is interested in CCI performing installation of jacks, data drops, inside wiring or other items on Customer’s premises.

**TERM OF SERVICES.** The initial Term for each Service is 36 Months and will begin on the date that the Service is first made available to Customer for use. Each of the Services will be provided for the Term set out above, but not less than a Term of twelve (12) months from the Service availability date except where applicable law provides otherwise. After the initial Term, this Agreement and the Term for each Service will automatically be extended on a month to month basis, unless either party provides at least thirty (30) days written notice of termination to the other.

**CANCELLATION CHARGE; EARLY TERMINATION CHARGE.** If you cancel this Agreement or any Service after the Effective Date but before the date that the Service is first made available to you, or installation fails because of your action or inaction, and is not later completed, you agree to pay to CCI a cancellation charge equal to four (4) months of Monthly Recurring Charge, plus all costs incurred by CCI in connection with the extension of facilities to your location and for installation, including both CCI and third party costs. The cancellation charge shall be paid to CCI not later than the later of any due date identified on the invoice or thirty (30) days after the date Service is terminated. If CCI or an affiliate has provided any equipment to you, the equipment must be returned to CCI in good condition or we will charge you for its cost. Notice of any Service termination must be submitted in writing to CCI. If you terminate any Service after the Service is first made available to you and before the end of the applicable Term for any reason not permitted by this Agreement, or if we terminate any Service or this Agreement for your breach, an early termination charge will become immediately due and payable by you to us for the Service(s) involved as follows (i) you are responsible for 100% of the Monthly Recurring Charges for each affected Service for each of the first twelve (12) months remaining in the Term; and (ii) you are responsible for 50% of the Monthly Recurring Charges for each affected Service for any remaining period after the first twelve (12) months of the Term, if any. In addition to this early termination charge, you will also be responsible for the following ancillary costs related to your Service: (i) any recurring Service charges that are due or that become due and that are unpaid as of termination, (ii) any non-recurring charges (including any non-recurring charges that were waived by CCI at the time the Services were ordered) that are due or that become due and that are unpaid as of termination, (iii) any unrecovered costs of installation including, without limitation, fiber build and similar costs, (iv) all costs incurred by CCI, including costs with a third party, for any service, equipment or access rights procured in order to install a Service and/or to serve you, and (v) all taxes, fees and assessments. You agree that the early termination charge and the ancillary costs described above are a fair estimate of the damages to CCI in connection with your early termination and is not a penalty. Early termination charges may be waived if you upgrade a service for a Term at least as long as the remaining Term on this Agreement.

**911 SERVICES; CONSENT TO SHARE INFORMATION.** If you are obtaining any Service that is not powered from within the CCI network, you acknowledge receipt of disclosure that there are possible limits on access to 911 Service, that you, and not CCI, must provide electrical power for any customer premises equipment and for connections to the underlying CCI network, and that outages may affect 911 access, 711 access and access to other services for users. You also acknowledge that you may be required to affix stickers or labels related to 911 limits or to otherwise provide notice of such limitations to users. You also acknowledge that location-based 911 Service is available, if at all, only at the location where the related CCI Service is actually installed by CCI. You may be provided with additional disclosures. It is your sole responsibility to determine if a Service is compatible with any security, alarm or monitoring service and/or system you use. To the extent that you operate or use a private network or multiline telephone system, you are solely responsible to maintain timely and correct specific location information in the 911 or other relevant emergency database of all your telephone units and associated numbers, so that the appropriate emergency agency will be contacted, and the responder will be able to determine the actual location from which an emergency call is made. You give consent to CCI to (i) share information with affiliates and others where sharing can assist in initiating, providing, billing and collecting for Services, establishing and managing billing records, responding to Service issues and resolving payment questions, and (ii) provide information on other CCI Services.

**REGULATORY JURISDICTION ATTESTATION.** Customers must indicate whether traffic on their circuit(s) is interstate or intrastate. The traffic is considered Interstate if 10% or more of it does not originate or terminate in the same state where the circuit is located. It is considered Intrastate only if more than 90% originates and terminates in the same state in which the circuit is located. Please specify the circuits ordered as either jurisdictionally interstate or intrastate. Interstate service is subject to a recurring Federal Universal Service Charge (FUSC).

Please indicate jurisdiction:

Interstate   
Intrastate

CCI:

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

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

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

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

Proposal ID Display

Selah City Police  
(Customer):

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

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

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

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

Tax ID: \_\_\_\_\_ Tax ID \_\_\_\_\_

**Customer Contact Information:**

Name: Selah City Police  
Address: 617 S 1<sup>st</sup> St  
Selah, WA 98926  
Telephone: Business Phone  
Email Address: Email

The obligation of either party under this Agreement is not effective until it is signed by an authorized representative for each party.



## GENERAL TERMS AND CONDITIONS

1. **SERVICES.** These General Terms and Conditions along with the Business Services Agreement constitute the Agreement between the parties for the provision of Services requested by Customer hereunder. If a Service is tariffed the terms and conditions stated in the tariff apply. You acknowledge that we may elect to perform under this Agreement through one or more CCI affiliates or other entities and that the applicable CCI affiliate to this Agreement is located in the state in which the Service(s) are being provided as referenced at <https://www.consolidated.com/affiliates>.
2. **ACCESS.** You agree to provide or obtain for CCI reasonable access to the location(s) where Service will be installed and/or provided, and to cooperate with CCI during installation and other work related to the provision of Service. CCI will deliver Service to a demarcation point established in accordance with applicable law and/or regulation, or in lieu thereof, established by CCI at or near the Service location. If CCI is required to pay for access to serve you, whether on a one-time or recurring basis, you will be notified of the costs, and those costs will be passed on to you.
3. **COMPLIANCE WITH LAWS AND POLICIES.** Each party agrees to comply with all Federal, state and local laws, rules, regulations and ordinances applicable to the Services or their use. We reserve the right to suspend a Service if we determine that the use being made of that Service is or is likely to be in violation of applicable law or regulation. Our current Acceptable Use Policy (AUP) is on line at <https://www.consolidated.com/Support/Terms-Policies/Internet-Terms-Policies/Internet-Terms-Conditions-and-Acceptable-Use-Policy>. CCI may update the AUP or other terms and conditions of use applicable to the Service at any time. A material violation of our AUP by you or any users of your Service may result in suspension or termination of Service.
4. **PAYMENT.** You agree to pay for all Services on time and at the applicable rates and charges, plus all applicable taxes, fees and assessments, without any deduction or setoff. You agree to pay all amounts stated on the invoice by the due date, or if there is no date stated, within thirty (30) days of the date of our invoice to you (the "Due Date"). If you do not timely pay your bill, you will be responsible to pay prevailing interest and late charges applied to the amount unpaid. If your check is returned unpaid, or your payment does not clear, you will be billed our then-applicable fee for such occurrence. If you do not pay all undisputed amounts by the Due Date, we may elect to suspend or to disconnect any Service(s) until your account is brought current, including interest and late charges. A reactivation fee will apply.
5. **BILL DISPUTES.** If you dispute any charges stated on an invoice, you are required to notify CCI in writing within thirty (30) days of the date of the disputed invoice. Your dispute notice must identify the specific charge(s) that you dispute and provide a reasonable explanation of the basis for the dispute. Notification of disputed charges shall not excuse payment of the remainder of the invoice, and you agree to pay by the Due Date all other invoiced charges not disputed in accordance with this section. Regardless of the basis of the dispute and unless prohibited by applicable law, if you fail to provide to CCI a written dispute notice as set forth above within six (6) months after the date of the affected invoice in which the disputed charge initially appears, you waive the right to dispute the charge and the invoice will become final and not subject to dispute for any purpose. Upon CCI's resolution of a dispute you will either be credited for disputed amounts resolved in your favor or must pay the disputed amounts found to be due.
6. **USE OF SERVICES.** You are responsible to pay for all use of Service, including others' use of your Service and/or use of your equipment. We encourage you to investigate and implement available security options such as call blocking to protect yourself from fraud. Services are provided to you for your own use and cannot be resold by you unless specifically agreed to in writing by CCI.
7. **BREACH AND TERMINATION.** You will be in breach of this Agreement: (i) if you fail to timely pay any undisputed amount due to CCI under this Agreement within ten (10) days of the date that it is due; (ii) if you fail to perform any other obligation under this Agreement, and such failure continues for more than ten (10) days after written notice from CCI; (iii) if you cancel or repudiate this Agreement or any Service commitment; or (iv) if you are subject to voluntary or involuntary bankruptcy proceedings, make an assignment for the benefit of creditors, cease to operate as a going business, or become insolvent or seek protection from creditors. In the event of a breach that is not timely cured, CCI may elect to suspend or terminate any Services and/or this Agreement on written notice to you. If CCI takes action to collect amounts due, or to address any other breach, the prevailing party (with a court judgment) shall be entitled to reasonable attorneys' fees and costs. You can terminate this Agreement and/or a Service at any time on written notice to CCI, subject to payment of all applicable cancellation or early termination charges.
8. **EQUIPMENT AND WIRING.** We may lease or otherwise provide you with equipment and/or inside wiring. The equipment will be identified and listed on a schedule or attachment. Customer is responsible for all wiring maintenance on its side of the demarcation point. Additional charges based on time and materials may be applied to Customer bill if an optical handoff is required for Ethernet delivery. You may not move any CCI equipment without our written consent and you must return it to CCI when Service is terminated, in the same condition as when installed, reasonable wear and tear expected, and consistent with any requirement of law.
9. **INDEMNIFICATION.** Customer hereby agrees to indemnify, defend and hold the Company harmless from and against any damages, costs, liabilities and attorneys' fees (and costs) the Company may incur from any claim arising from Customer's use of the Service, or the use of Customer's Service by others, including without limitation, violation of the copyrights, trademarks or other intellectual property rights of others. Customer's combination of any Service with other products or services not provided by the Company, any modification of the Service, or any breach of the terms and conditions contained herein or any other terms and conditions of use applicable to the Service by the Customer. In such event, Customer agrees to defend and control any such litigation, including the payment of any settlement thereof, as the case may be; provided, however, Customer agrees not to acquiesce to any judgment or enter into any settlement that adversely affects the Company's rights or interests without the Company's prior written consent, such consent to be exercised in the Company's sole discretion. The Company hereby agrees to give Customer prompt notice of all claims and to cooperate in defending against the claim. Customer may not settle any claim under this section which includes an admission of criminal liability or the payment of a settlement amount without the Company's prior written consent, such consent to be exercised in the Company's sole discretion.
10. **REMEDIES; LIMITS ON LIABILITY.** Your remedies for any failure, interruption, degradation, outage, non-delivery or non-performance of any Services, including related equipment and facilities, and any loss of data, or for any breach by CCI or a CCI affiliate of this Agreement, are limited to the following: (i) repair of the Service, facilities, equipment or wiring; (ii) re-performance of work, where that can be done; (iii) cancellation or termination of any Service not remedied by repair or re-performance, with no cancellation or early termination charge; (iv) an adjustment or credit to your bill; (v) a credit for certain qualifying outages; and (vi) in an appropriate case, injunctive relief related to confidentiality provisions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMBINED LIABILITY OF CCI AND ANY CCI AFFILIATE TO YOU SHALL BE LIMITED TO THE APPLICABLE REMEDY IDENTIFIED ABOVE AND SHALL IN NO EVENT EXCEED PROVEN DIRECT DAMAGES, NOT TO EXCEED THE TOTAL YOU HAVE PAID FOR ALL SERVICES FOR THE TWELVE (12) MONTH PERIOD PRIOR TO THE TRIGGERING EVENT. HOWEVER, THIS LIMITATION SHALL NOT APPLY TO BODILY INJURY, DEATH, OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY OUR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR CCI OR ANY CCI AFFILIATE SHALL BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOSS OF BUSINESS, REVENUE OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS, AND WITHOUT REGARD TO THE THEORY OF RECOVERY. To the maximum extent permitted by applicable law, neither CCI, any CCI affiliate, nor any person or entity utilized by CCI, shall be liable for any of the following: (1) any information or content that CCI or an affiliate transports or provides, and any and all claims related to such information or content; (2) any unauthorized access to or use of your Services or equipment, or of any equipment or facilities related to such Services; (3) any access, alteration, theft, damage, destruction or loss of any of your records, data or other information; (4) any claims for damage for which you are responsible, whether in whole or in part, whether through action or inaction, and regardless of degree; and (5) claims against you by any person or entity not a party to this Agreement.
11. **DISCLAIMER OF WARRANTY.** We will perform all installation and other work at the location where Service is provided in a competent manner, and any damage to such location will be promptly repaired or corrected. WE SPECIFICALLY DISCLAIM ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT UNINTERRUPTED AND/OR ERROR-FREE OPERATION OF ANY FACILITY, EQUIPMENT OR SERVICE UNLESS THAT IS UNAMBIGUOUSLY DESCRIBED AS SUCH IN THIS AGREEMENT. WE DO NOT WARRANT OR GUARANTEE SPECIFIC INTERNET UPLOAD OR DOWNLOAD SPEEDS OR DATA QUALITY. WE COMPLY WITH APPLICABLE RELATED RULES, BUT SPEEDS ARE SUBJECT TO FACTORS OUTSIDE OF OUR CONTROL. ADVICE OR INFORMATION GIVEN BY THE COMPANY OR ITS CUSTOMER SUPPORT OR OTHER REPRESENTATIVES SHALL NOT CREATE A WARRANTY OF ANY NATURE OR TYPE WHATSOEVER.
12. **TRANSFER AND ASSIGNMENT.** You may not assign or transfer this Agreement, any Service or any of your rights or obligations under this Agreement without our prior written consent. Notwithstanding this provision, you may assign or transfer this Agreement and all Services to an entity that is successor to all or substantially all of your assets or capital stock on written notice to CCI if the successor entity agrees in writing to perform all terms and conditions applicable to the Services and is reasonably capable of doing so. CCI may assign this Agreement in whole or in part at any time subject to the requirements of applicable law. New customers are subject to credit review. An assignment or transfer in violation of this section shall be void.
13. **FORCE MAJEURE.** We are not responsible for performance if we are delayed or hindered by any action, inaction or event that is outside of our reasonable control (a force majeure event). This includes but is not limited to fire, flood, severe weather, civil unrest, terrorist or similar acts, any strike or labor stoppage, war, action or inaction by another person or entity, or any Acts of God.
14. **NOTICES.** All legal notices to Customer will be sent to the contact person and address set forth on the first page of this Agreement. All legal notices to CCI must be sent to: Consolidated Communications, Attn: Legal Department, 350 South Loop 336 West, Conroe, Texas 77304. All legal notices must be in writing and shall be mailed by certified or registered mail, postage prepaid, return receipt requested and shall be deemed given on the third (3rd) business day after the date of posting in a United States Post Office, or (iii) given by a nationally recognized overnight courier and shall be deemed given one day after delivery to the overnight courier. Either party can change the notice address on written notice to the other in accordance with this Section.
15. **GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL AND CERTAIN CLAIMS.** This Agreement, its formation, construction and interpretation shall be governed by the laws of the State of New York, without regard to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. For the purpose of resolving any dispute regarding this Agreement, its formation, construction and interpretation, to the fullest extent allowed by law, the parties agree to submit to jurisdiction and to bring such action in a U.S. District Court, or absent federal court jurisdiction, in a state court of competent jurisdiction, where the original party defendant is domiciled. THE PARTIES KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL AND ANY RIGHT TO PURSUE ANY CLAIM RELATED TO THIS AGREEMENT ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY, TO THE EXTENT PERMITTED BY LAW.
16. **GENERAL.** The person signing this Agreement for you represents and warrants that he/she is authorized to execute this Agreement. For certain Services, Moves, Adds and Changes (MACs), a person authorized on your account may request a change to the Services via an email to your account representative or a CCI customer service representative. Otherwise the terms and conditions of this Agreement can only be amended by a writing signed by both parties. The failure of either party to insist on strict performance of any provision of this Agreement is not a general waiver of that provision or of any future performance. If any part of this Agreement is found to be invalid or unenforceable, the rest of the Agreement remains enforceable. This Agreement with all attachments and exhibits constitutes the entire agreement of the parties.

**ATTACHMENT 1**

**INSERT ANY SERVICE SPECIFIC TERMS AND CONDITIONS  
AND  
ANY APPLICABLE SLA RELATED TO THE INITIAL SERVICE ORDER  
(THERE MAY BE NONE)**