

CONTRACT TO PROVIDE TELECOMMUNICATION SERVICES

This agreement is made and entered into between the City of Gillette, Wyoming (City) a municipal corporation, and a City of the first class, of 201 East Fifth Street, Box 3003, Gillette, Wyoming 82717 and Campbell County Health (Hospital). City and Hospital may all hereinafter be referred to jointly as "Parties". The Parties make this agreement to allow an interconnection between The Legacy and The Energy Building.

FEES

Campbell County Health will pay the City of Gillette a onetime installation fee for two strands of fiber at a cost of \$700.00 (\$350.00 per fiber) and a construction cost not to exceed \$32,700 between The Legacy and The Energy Building. In addition, the Hospital will pay the City a monthly service fee of \$300.00 (\$150.00 per fiber).

TERM OF AGREEMENT

This agreement will be effective upon completion of installation, and will continue for 12 months thereafter unless either party gives six months written notice. This agreement shall be deemed to have been renewed automatically for successive terms of one year unless either Party gives 90 days written notice of termination to the other party.

EQUIPMENT

The City will provide fiber patch panels and fiber optic cable necessary for the services listed in Exhibit A between The Legacy and The Energy Building. The City will also be responsible for all maintenance of the fiber and conduit between the patch panels. The Hospital will be responsible for the cost and installation of the conduit from the City's vaults to the location of the fiber patch panel inside the building. The City will take ownership of this conduit once it is installed. The Hospital will also be responsible for connectivity beyond the fiber patch panels.

ENTIRE AGREEMENT

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

AGREEMENT AND APPROVAL

This agreement shall take effect upon the approval and final execution of the agreement by all the parties hereto. The terms of this agreement shall bind the parties hereto and their successors and assigns. This agreement shall not be assigned in whole or in part without the prior written approval of the City. Any assignment without the prior written approval of the City is void.

/ Any and all additional hardware or services that enter any Hospital Facility must be approved by the Hospital IT Director. It is understood the City may wish to supply services for others over the telecommunication racks; however, the intent to do so must be disclosed to the Hospital.

CHOICE OF LAW AND VENUE

This agreement shall be governed by the law of the State of Wyoming. The District Court of the Sixth Judicial District in Campbell County, Wyoming shall have venue and jurisdiction exclusively for any action in law or equity which may be instituted to enforce the terms of this agreement.

ATTORNEY FEES

If any legal action is instituted to enforce any of the terms of this agreement, the unsuccessful party shall pay the successful party's reasonable attorney's fees and all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action.

NOTICES

Any notice, which either party may or is required to give, shall be given in writing personally delivered to the other party or by mailing the same, postage prepaid, to the addresses show above, or at such other places as may be designated by the parties from time to time.

Dated this ____ day of _____, 2016

CITY OF GILLETTE:

Louise Carter-King, Mayor

Attest: Karlene Abelseth, City Clerk

CAMPBELL COUNTY HEALTH:



Dalton Huber, CFO

Campbell County Memorial Hospital

EXHIBIT "A"

The City will provide telecommunication services to the following circuits:

