



## COUNTY COMMISSION

BALDWIN COUNTY  
312 Courthouse Square, Suite 12  
BAY MINETTE, ALABAMA 36507  
(251) 937-0264  
Fax (251) 580-2500  
www.baldwincountyal.gov

MEMBERS  
DISTRICT 1 FRANK BURT, JR  
2 CHRIS ELLIOTT  
3 J TUCKER DORSEY  
4 CHARLES F GRUBER

January 20, 2015

Mr. Kelly A. McGriff  
Southern Light, LLC  
156 St. Anthony Street  
Mobile, Alabama 36603

**RE: Telecommunications License Agreement with Southern Light, LLC for Baldwin County Library Cooperative at Central Annex in Robertsedale**

Dear Mr. McGriff:

The Baldwin County Commission, during its regularly scheduled meeting held on January 20, 2015, approved a *Telecommunications License Agreement* and *Scope of Work* between Southern Light, LLC and the Baldwin County Commission for the installation of fiber optic cable at the Baldwin County Library Cooperative at the Central Annex in Robertsedale. The project will commence on February 1, 2015, and end by May 1, 2015. The cost will be shared by all the libraries in the county's library system.

Please find enclosed a **fully executed copy** of the *Agreement* for your file.

If you have any questions or need further assistance, please do not hesitate to contact me at (251) 972-6833 or Brian Peacock, Communications and Information Systems Director, at (251) 580-2598.

Sincerely,

CHARLES F. GRUBER, Chairman  
Baldwin County Commission

CFG/met Item BA5

cc: Brian Peacock  
Ron Cink  
Christel Carpenter  
Commissioner J. Tucker Dorsey  
Liz Reed, Baldwin County Library Cooperative

ENCLOSURE

# SOUTHERN LIGHT LLC TELECOMMUNICATIONS LICENSE AGREEMENT & SCOPE OF WORK

BALDWIN COUNTY LIBRARY COOP  
#22251 PALMER STREET  
ROBERTSDALE, AL

THIS TELECOMMUNICATIONS LICENSE AGREEMENT (this "Agreement") is entered into as of the 20th day of Jan, 2016, between Southern Light, LLC (the "Operator") and BCC (the "Owner").

### RECITALS

WHEREAS, Owner is the owner of a certain parcel of land together with the commercial building situated thereon, all of which is located at \_\_\_\_\_ (the Property); and WHEREAS, Operator has requested and Owner has agreed to allow Operator to install, operate and maintain certain fixtures and other equipment at the Property in order to furnish telecommunications services to certain tenants at the Property. NOW, THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **The System.** Owner grants to Operator the right to install, operate and maintain certain equipment at the Property in order to furnish telecommunications services (the "System") to Owner or Owner's tenants. Operator shall place the System, fixtures and components thereof in a space approved by Owner. The System, fixtures and all components thereof shall be and remain the personal property of Operator. Upon the termination of this Agreement, Operator shall remove the System at no cost to Owner.
2. **Installation of the System.** Operator shall endeavor to install the System in a good and workmanlike manner in accordance with plans thereto, to be approved by Owner, which approval shall not be unreasonably withheld, conditioned or delayed. The planned Scope of Work ("SOW") for installation, and any applicable engineering drawings or specifications necessary to effectuate the license are attached hereto, and incorporated herein by reference. Owner agrees that the SOW, plans, drawings and specifications, if any, are satisfactory to Owner.
3. **Term.** The term of this Agreement shall run in conjunction with the service interval(s) as agreed to by the owner's tenants(s).
4. **Owner's Access to the Property.** Owner shall provide Operator with all necessary access to the Property to enable Operator to install, operate and maintain the System, including 24-hour emergency access.
5. **Independent Contractor.** Owner and Operator acknowledge and agree that the relationship between them is solely that of independent contractors, and neither is the agent or employee of the other.
6. **Indemnification.** Operator agrees to defend, indemnify, and hold harmless Owner with regard to any claims, losses, damages, liabilities and lawsuits which arise solely out of Operator's own negligent, reckless, or willful acts or omissions. The indemnifying party shall control and pay the reasonable expenses of defending any claims which are subject to the foregoing indemnification. In connection therewith, the indemnifying party shall have the right to settle any such claim, subject to the indemnified party's consent, which shall not be unreasonably withheld. In no event shall either party be liable to the other for indirect, incidental, or consequential damages, including loss of revenue, profits, or facilities.
7. **Default.** In the event either party breaches any of its material obligations hereunder, the other party shall provide written notice to the breaching party detailing such default. The breaching party shall then have 30 days to cure the default or such longer period of time as may be reasonably necessary if the default is not reasonably susceptible of cure within 30 days. In the event the breaching party fails to cure such default within the cure period, the other party shall have the right to terminate this Agreement by sending written notification of termination. Such cancellation shall be effective on the thirtieth (30th) day following receipt by the breaching party of the notice of cancellation.
8. **Removal of System by Owner.** Owner shall not remove any portion of the System unless Operator fails to remove the System within 30 days following the date of termination of this Agreement. Except as otherwise provided herein, Owner's sole remedy for breach of this Agreement by Operator shall be to terminate this Agreement.
9. **Compliance With Laws.** The parties shall comply with all applicable laws, codes, rulings and regulations with respect to the System and this Agreement.
10. **Force Majeure.** Notwithstanding anything to the contrary contained in this Agreement, neither party shall be liable for its failure to perform its obligations by reason of an Act of God, labor disputes, signal interference, fire, flood, storm, legal enactment or regulation, or any other cause beyond the reasonable control of such party.
11. **Binding Nature; Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees. Operator shall have the right to assign or transfer this Agreement at any time to a company which at the time of the assignment is in the business of providing compatible local telecommunication services to properties similar to the Property with 30 days written approval by Owner, which shall not be unreasonably withheld.
12. **Representations.** Each party represents and warrants to the other that (a) such entity is qualified to do business in the jurisdiction in which the Property is located, (b) all necessary partnership or corporate approvals, if any, have been obtained to authorize the execution, delivery and performance of this Agreement, (c) the execution, delivery and performance of this Agreement will not result in a breach or default under any other agreement to which such party is a party or contravene any organizational documents, laws, orders, statutes or regulations applicable to such party; and (d) this Agreement, upon execution thereof, is the valid and legally binding obligation of such party.

13. **Entire Understanding.** This Agreement contains the entire understanding of the parties and may not be modified except by a writing signed by both parties. Any exhibits or schedules to this Agreement are incorporated fully herein and any reference to "this Agreement" shall be considered to include all such schedules and exhibits.
14. **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, it will be severed from the Agreement and the enforceability of the remaining provisions of this Agreement shall be unaffected. This Agreement may be executed in counterparts, which when taken together shall constitute one document.
15. **Further Assurances.** Each of the parties hereto agrees to execute such further documentation as shall be reasonably required by the other party in order to effectuate the intention of this Agreement.
16. **Termination.** After initial (12) months, Owner shall have the right to terminate this agreement, with or without cause, by giving ninety (90) days written notice of such termination to the Operator. Operator shall remove the System from the property within thirty (30) days following the termination date.

### SCOPE OF WORK

SL will place hand hole in ROW of Palmer St. Bore approx. 270' to NW face of building with 2-1.25" HDPE. Riser up 8' with PVC and core bore into drop ceiling space and pull fiber an additional 30' to Telco closet. We will leave a 50' slack loop in Telco room and 150' slack loop in SL HH in ROW. SL requests two full days of on-site construction. SL will notify property at least 24 hours prior to construction. Ground conditions will be restored to existing or better conditions.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date listed below.

OPERATOR: Southern Light, LLC

By: [Signature]

Name: Johnnie Lewis

Title: ISP Office Manager

Date: 1/20/15

OWNER: Baldwin County Comm

By: [Signature]

Name: Charles F. Gaudin

Title: Chairman

Date: 1-22-15



**Kelly McGriff**  
General Counsel     251-445-3321 (office)  
Southern Light     kmcgriff@slfiber.com  
107 St. Francis St.  
Suite 1800  
Mobile, AL 36602



BALDWIN COUNTY LIBRARY COOP  
#22251 PALMER STREET - ROBERSDALE, ALABAMA  
SCOPE OF WORK (SOW)  
OPTICAL SERVICE DESIGN

CONTACT INFO.

PROJECT CONTACT: BRANN BEASLEY  
CELL: (251) 753-4822  
EMAIL: BBEASLEY@SLFIBER.COM

SITE INFO.

SITE OWNER: N/A  
SITE NAME: N/A  
SITE NUMBER: N/A

SCOPE OF WORK

SL will place hand hole in ROW of Palmer St. Bore approx. 270' to NW face of building with 2-1.25" HDPE. Riser up 9' with PVC and core bore into drop ceiling space and pull fiber an additional 30' to Telco closet. We will leave a 50' slack loop in Telco room and 150' slack loop in SL HH in ROW. SL requests two full days of on-site construction. SL will notify property at least 24 hours prior to construction. Ground conditions will be restored to existing or better conditions.

ADDITIONAL NOTES:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ALL DISTURBED, EXCAVATED AREAS WILL BE RETURNED TO LIKE NEW OR BETTER CONDITIONS

NOTE: FIBER OPTIC EXTENSION AND/OR INSTALLATION WILL NOT AFFECT CURRENT SERVICES AT THE PREMISES.

GENERAL CONSTRUCTION NOTES

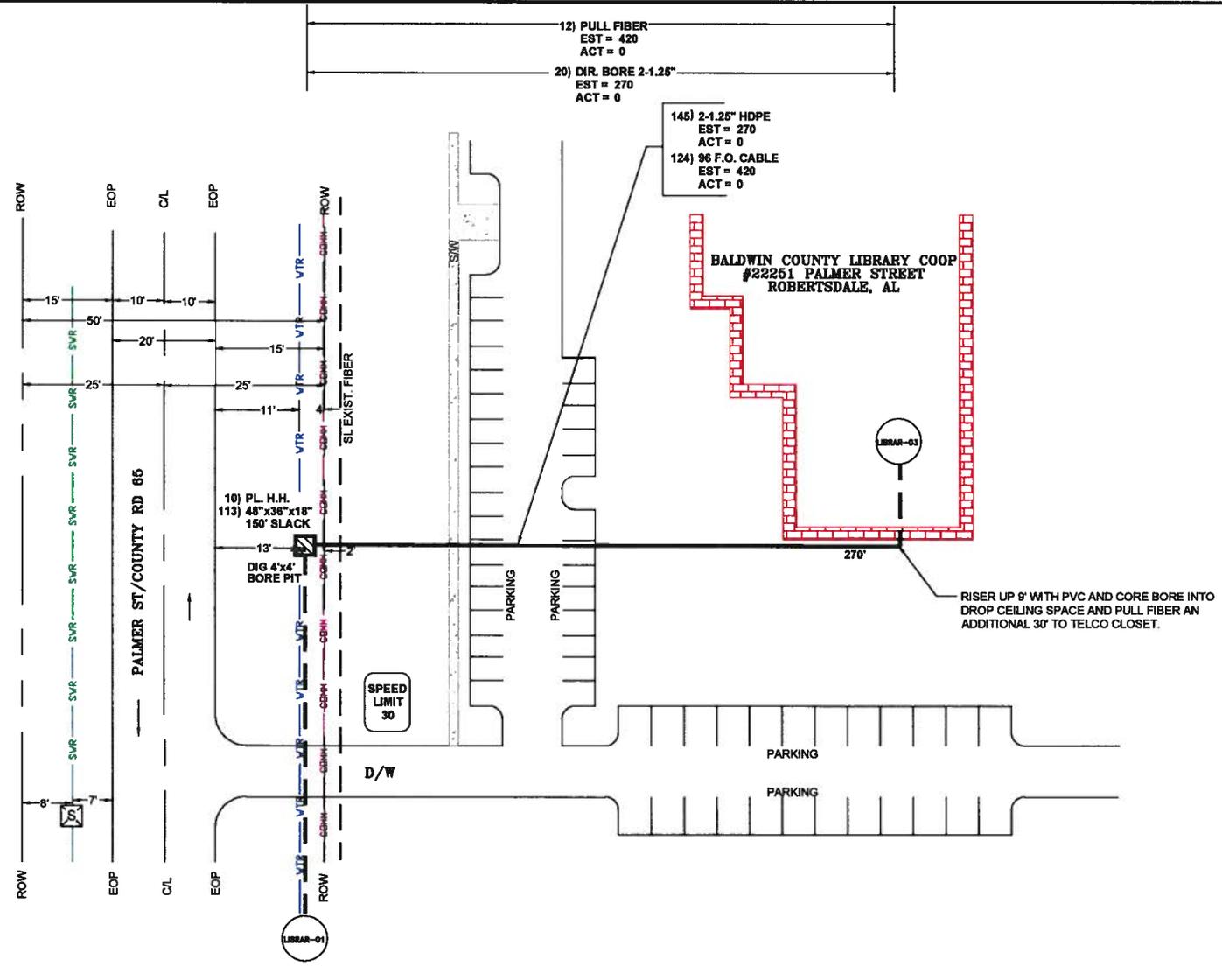
1. Contractor will begin construction only upon receipt of Notice to Proceed (NTP) from SL. No work is to take place without proper approval.
2. Contractor is responsible for all materials received into his/her possession or while at the job site.
3. Contractor and all contractor employees shall observe and practice all O.S.H.A. safety guidelines while performing service for SL. Contractor shall perform a safety inspection prior to commencing all work. SL should be notified immediately of any safety hazard(s) found during the inspection. All work shall be halted until such hazards are removed or corrected. If possible, the contractor shall correct the hazard(s) while on site, after the contractor has notified SL of the hazard and has received approval from SL to perform the correction.
4. Contractor is responsible for cleanup of site to pre-construction conditions.
5. Contractor will be responsible for repairing any damages sustained to site or adjacent structures / properties to original condition.
6. Fiber Optic line to be installed in prescribed easement and/or follow the pre-determined running line as shown in the plans.
7. All hand holes should be installed flush to grade and set at a 90° angle to the Right-of-Way/driveway/compound or business perimeter.
8. Marker posts are to be placed at hand holes and tie-in points. Marker posts are to be placed on the field side of the hand hole as not to obstruct the access sides of the hand hole.
9. A standard slack loop of 150' should be left in all hand holes and a slack loop of 75' should be left in the riser. Slack locations and fiber count must be confirmed by the project manager for each job.
10. Tracer wire is to be installed in all underground, exterior conduit runs, regardless if is conduit is new or existing.
11. The contractor is required to receive authorization for any running line or depth changes from the project manager.
12. All materials checked out of the SL yard(s) must be processed by Receiving.
13. Contractor shall adhere to all guidelines established in this document set, as well as any all guidelines set forth by the property owner and management companies.
14. Absolutely no bore pits shall be allowed to be left unfilled and/or uncovered overnight unless protected. (Bore pits have a minimum of 72 hours to be open before filled.)
15. It shall be contractors responsibility to contact the various utility owners and determine the exact location of all existing utilities for this project, whether shown on plans or not, before commencing work. The contractor shall be fully responsible for any damages which might be occasioned by his failure to exactly locate and preserve any and all utilities.
16. The contractor shall be responsible for any ornamental vegetative landscaping (shrubs, flowers, ornamental grass, etc.) disturbed during construction and shall be replaced, transplanted or re-sodded as directed by the Site Acquisition Coordinator (SAC).
17. All fill material or onsite debris deposited at the job site shall be removed.
18. Property obstructions which are to remain in place, such as historical structures, trees, drains, water or gas pipes, poles, walls, etc. are not to be disturbed, unless noted and approved by the landlord or underlying property owner.
19. All traffic control shall be in accordance with Part 6 of the Manual on Uniform Traffic Control Devices (MUTCD) 2009 edition (If project necessitates lane closure, then lane closure must be made part of the permit).
20. Contractor shall adhere to all guidelines established in this document set as well as any and all guidelines set forth by the property owner/management companies and/or SAC.
21. At time of invoice a closeout package is required containing the following: Photographic documentation throughout the construction process, auditor close out package and close out package.
22. Conduit/fiber to be buried at a minimum depth of 40". SAC or Foreman must pre-approve any installation that does not meet this requirement.



office: 251.662.1170 • fax: 251.662.1297  
156 St. Anthony St. • Mobile, AL 36603 • www.slfiber.com



1/20/2015 Item BAS



145) 2-1.25" HDPE  
EST = 270  
ACT = 0

124) 96 F.O. CABLE  
EST = 420  
ACT = 0

12) PULL FIBER  
EST = 420  
ACT = 0

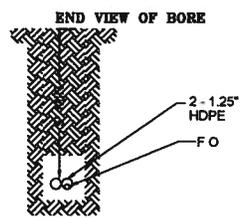
20) DIR. BORE 2-1.25"  
EST = 270  
ACT = 0

10) PL. H.H.  
113) 48"x36"x18"  
150' SLACK

DIG 4"x4"  
BORE PIT

SPEED  
LIMIT  
30

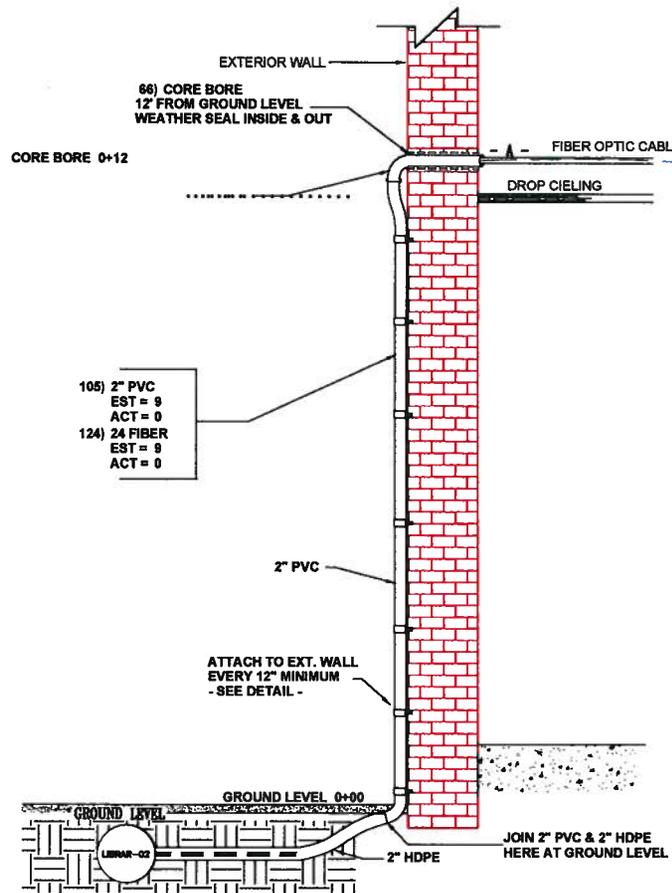
RISER UP 9' WITH PVC AND CORE BORE INTO  
DROP CEILING SPACE AND PULL FIBER AN  
ADDITIONAL 30' TO TELCO CLOSET.



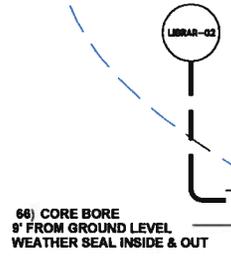
**NOTE:**  
SOUTHERN LIGHT HAS LOCATED ALL EXISTING UTILITIES.  
AN EXTENSIVE LOCATE WILL BE PERFORMED PRIOR TO CONSTRUCTION.  
SOUTHERN LIGHT WILL MAINTAIN 18" FROM EXISTING UTILITIES.



<p>ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR ALL LOCATING. PRIOR TO ANY WORK PERFORMED. CONTACT SOUTHERN LIGHT: 251-682-1170</p>		<p>INFORMATION IN THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE REPRODUCED, REPERFORMED OR DISCLOSED IN ANY MANNER OR BY ANY MEANS WITHOUT CONSENT OF Southern Light.</p>		<p><b>Southern Light</b></p>		<p>BALDWIN COUNTY LIBRARY COOP #22251 PALMER STREET ROBERTSDALE, AL</p>	
DATE:	REVISIONS:	SCALE:	NTS	PROJ. NO.:	N/A	DATE:	12/3/14
		INDEX REF.:	LIBRAR-CV	ENG.:	B. BEASLEY	DRAWN BY:	M. GREEN
		ROUTE SCHEM.:	N/A	SPICE DWG.:	N/A	DWG. NO.:	LIBRAR-02



12) PULL FIBER  
EST = 89  
ACT = 0

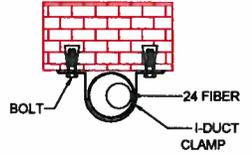


BALDWIN COUNTY LIBRARY COOP  
#22251 PALMER STREET  
ROBERTSDALE, AL

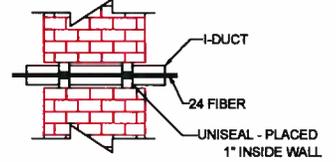
124) 24 FIBER  
EST = 89  
ACT = 0

PROFILE OF EAST WALL

DETAIL OF ATTACHMENT



DETAIL OF CORE BORE



ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE.  
CONTRACTOR IS RESPONSIBLE FOR ALL LOCATING.  
PRIOR TO ANY WORK PERFORMED.  
CONTACT SOUTHERN LIGHT: 251-862-1170

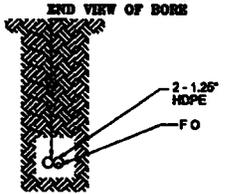
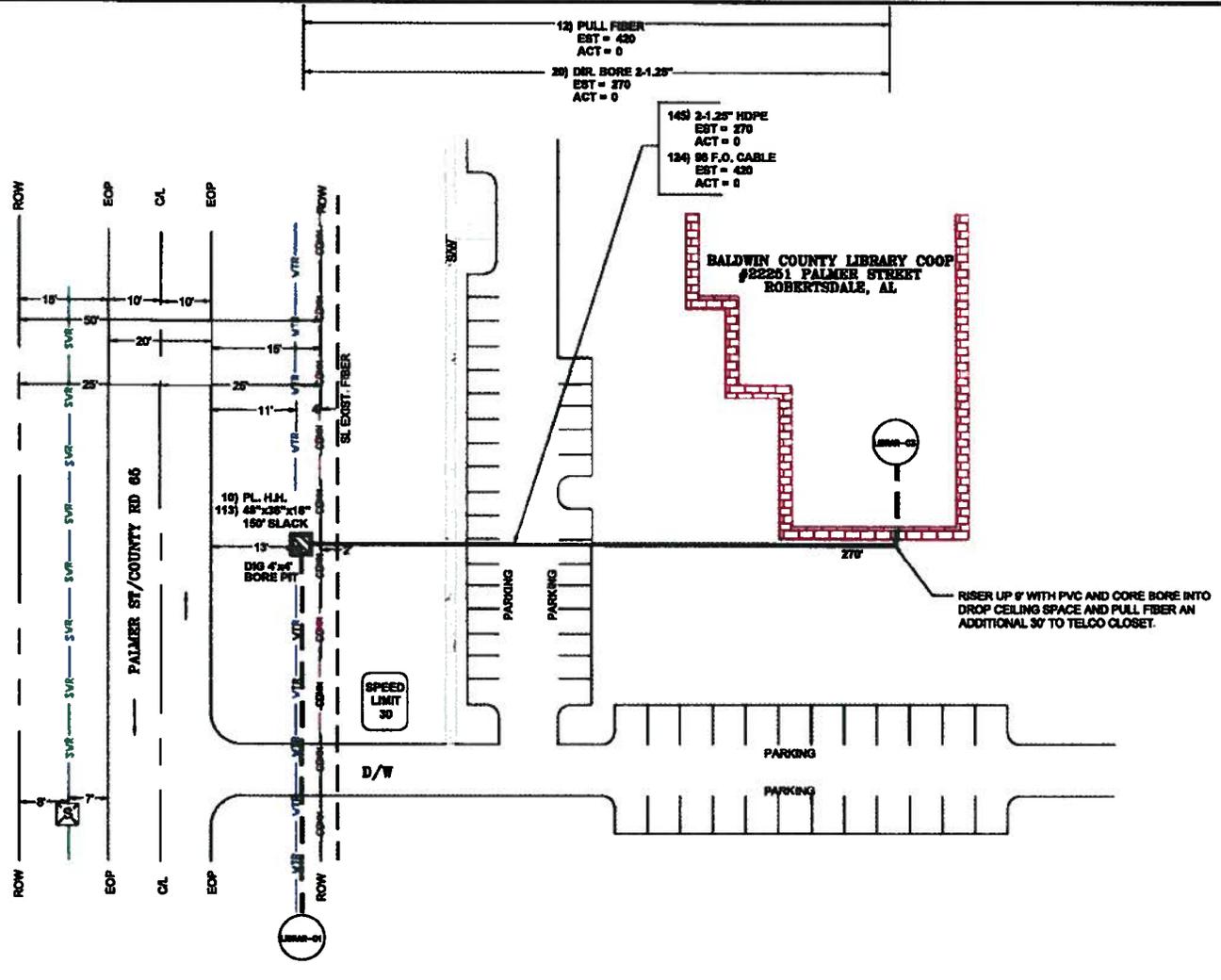
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**Southern Light**

BALDWIN COUNTY LIBRARY COOP  
#22251 PALMER STREET  
ROBERTSDALE, AL

DATE:	REVISIONS:	SCALE:	NTS	PROJ. NO.:	N/A	DATE:	12/3/14
		INDEX REF.:	LIBRAR-CV	ENR.:	B. BEASLEY	DRAWN BY.:	M. GREEN
		ROUTE SCHED.:	N/A	SPLICE DWG.:	N/A	DWG. NO.:	LIBRAR-03

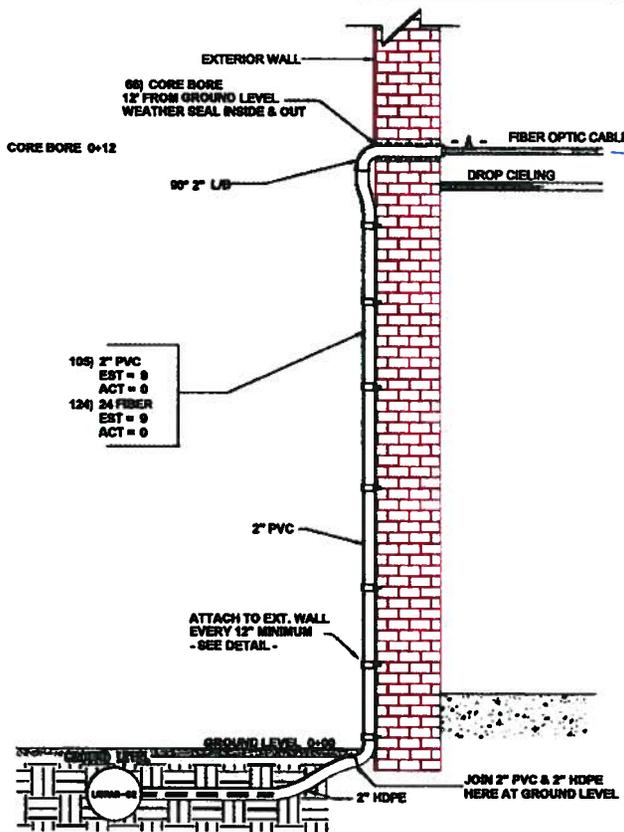




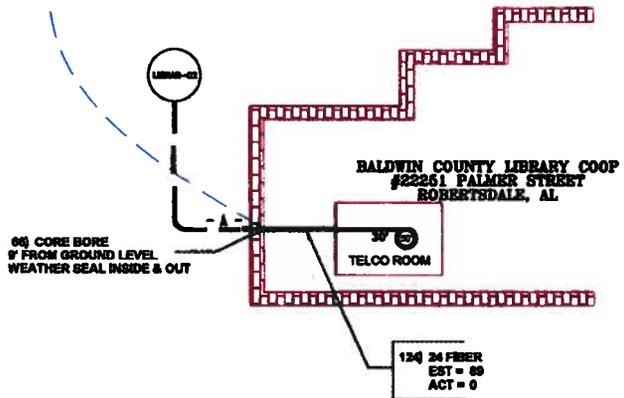
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SOUTHERN LIGHT WILL MAINTAIN 18" FROM EXISTING UTILITIES.



ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR IS RESPONSIBLE FOR ALL LOCATING PRIOR TO ANY WORK PERFORMED. CONTRACT SOUTHERN LIGHT 2014-004119				BALDWIN COUNTY LIBRARY COOP #22251 PALMER STREET ROBERTSDALE, AL	
DATE	REVISIONS	SCALE	SITS	PROJ. NO.	N/A
		DATE	12/2/14	DRW. BY	DL GRENH
		ROUTE/SCH.	N/A	SPICE/DWG.	N/A
		DWG. NO.	LIBAR-02		

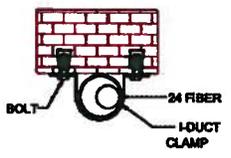


12) PULL FIBER  
EST = 00  
ACT = 0

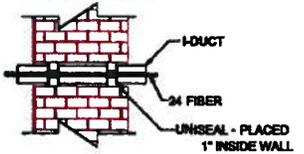


PROFILE OF EAST WALL

DETAIL OF ATTACHMENT



DETAIL OF CORE BORE



ALL UTILITY LOCATIONS SHOWN ARE APPROXIMATE.  
CONTRACTOR IS RESPONSIBLE FOR ALL LOCATIONS.  
PRIOR TO ANY WORK PERFORMED.

CONTACT SOUTHERN LIGHT! 871-628-1179

APPROVED BY THE SERVICE  
MANAGER FOR THE PROJECT  
DATE: 12/18/14

**Southern Light**

BALDWIN COUNTY LIBRARY COOP  
#22251 PALMER STREET  
ROBERTSDALE, AL

DATE	REVISIONS	SCALE	PROJ. NO.	DATE
		HTB	N/A	12/18/14
		ROBERTSDALE	LIBRAD-CY	DISC: B. BEASLEY
		ROUTE SCHOOL	N/A	SPICE DWG: N/A
				DRAWN BY: M. GREEN
				DWG. NO: LIBRAD-C3