

Equipment Co-Location Agreement

This agreement is made between The City of Hartsville (the City) and The South Carolina Governor's School for Science and Mathematics (GSSM) for the purpose of installing and operating certain electronic equipment owned by GSSM at facilities owned and operated by the City.

The following GSSM-owned equipment (the Equipment) will be installed and operated at the City's Fire Department located at 111 South Seventh Street, in Hartsville, South Carolina.

1. Two Wireless transmitter/receivers mounted on the antenna tower.
2. One Eight-port POE switch installed in an interior wiring closet.
3. Lightning arresting equipment installed on the building's exterior.
4. Uninterruptible power supply located in an interior wiring closet.

By signing below, GSSM and the City agree that:

1. electrical power (grounded 110vac) will be available to equipment installed in an interior wiring closet at all times.
2. the City is not responsible for support or maintenance of the Equipment.
3. the City is not responsible for damage to the Equipment caused by weather or incidents outside of its control.
4. the City is not responsible for consequential damages caused by malfunctions, power outages, or operator errors which interrupt or prevent operation of the Equipment.
5. GSSM is not responsible for consequential damages caused by its installation, operation, or maintenance of the Equipment.
6. Reasonable care will be taken by the City to avoid damaging or disrupting the Equipment. If the Equipment is damaged or destroyed by the City or its agents, the City will pay GSSM the repair or replacement cost of the equipment. (Maximum component cost is \$250).
7. Reasonable care will be taken by GSSM and its agents to avoid damages to the City's facilities. If the City incurs damages to its facilities or equipment due to negligence of GSSM personnel or its agents, GSSM will not be liable for any amount beyond reasonable repair or replacement costs.
8. GSSM will pay to the City an annual co-location fee for the Equipment of \$250.00.
9. the co-location fee will cover electrical or any other costs required to operate the equipment and entitles GSSM or its agents to access the Equipment in person as reasonably required for maintenance and troubleshooting.
10. neither the City, nor its agents, will move, adjust, turn on or off, or otherwise tamper with the Equipment without prior GSSM permission unless there is an urgent, safety related, need to do so.
11. the primary contact at GSSM for issues related to the Equipment and this Agreement is David Matthews (matthews@gssm.k12.sc.us, 843 621-7838).
12. the primary contact at the City for issues related to the Equipment and this Agreement is Gina Tiller (gina.tiller@hartsvillesc.gov, 843.383.3015).
13. The City will provide GSSM notice at least one week in advance of any maintenance to facilities that might disrupt or degrade performance of the Equipment.

This agreement supersedes any and all prior agreements, discussions, or understandings regarding co-location of the Equipment and may be terminated by either party with 90 day's written notice.

Both parties agree that If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the other provisions of this Agreement not found to be so unenforceable will remain in full force.

Accepted for GSSM: _____ Date: _____

Accepted for the City: _____ Date: _____