

RESOLUTION 99-4

**A RESOLUTION TO AWARD A CONTRACT FOR WATER METER
READING SERVICES AND TO AUTHORIZE THE MAYOR TO SIGN
THE AGREEMENT.**

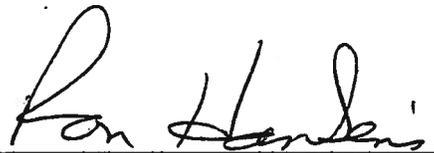
WHEREAS, the Town of Spring Hill is in need of water meter reading services; and

WHEREAS, the need for such services was properly advertised and sealed proposals were accepted and duly opened; and

WHEREAS, a fully qualified low bidder has been selected; now

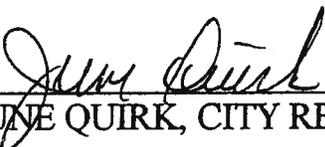
THEREFORE, Be It Resolved by the Board of Mayor and Aldermen of the Town of Spring Hill, that a contract to read meters at a fixed rate of \$0.55 per meter per month be, and is, hereby awarded to Rick Harris, Spring Hill, Tennessee, and the Mayor is hereby authorized to sign any and all documents relating to this award.

Adopted this 15th day of March, 1999.



RON HANKINS, MAYOR

WITNESS:



JUNE QUIRK, CITY RECORDER

LEGAL FORM APPROVED:



M. ANDREW HOOVER, ATTORNEY

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made an entered into on this the 15TH day of March, 1999, by and between the TOWN OF SPRING HILL and RICK HARRIS ("Contractor").

WITNESSETH:

THAT WHEREAS, the Town of Spring Hill desires to enter into this certain Memorandum of Agreement for the services of water meter reading, and

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Contractor hereby agrees to read all water meters located in the Town of Spring Hill. Such meters shall be read on a monthly basis.
2. The Town of Spring Hill shall pay Contractor a fee of \$.55 per meter, per month, which shall be payable on a monthly basis as compensation for said services.
3. Each party acknowledges and agrees that this agreement may be terminated by either party upon a sixty (60) day written notice to the other. Such notice shall be sent through the U.S. Post Office by Certified Mail/Return Receipt Requested.
4. Contractor shall provide insurance for any and all employees carrying out such services named herein and shall indemnify and hold the Town of Spring Hill wholly harmless on account of any loss, damage, injury, expense or claim, including attorney's fees, incurred by any person on account of the occupation and services specified herein.

IN TESTIMONY WHEREOF, the parties have executed this instrument as of
the day and date first written above.

BY: _____

ITS: _____

TOWN OF SPRING HILL

BY: Ron Harlin
MAYOR

ATTEST:

Jimmie Quick
CITY RECORDER

APPROVED AS TO FORM:

Frank Jones
CITY ATTORNEY