

RESOLUTION 16-94

A RESOLUTION TO APPROVE AN INTERLOCAL AGREEMENT FOR NETWORK SERVICES BETWEEN THE CITY OF SPRING HILL, TENNESSEE, AND COLUMBIA POWER AND WATER SYSTEMS

WHEREAS, the City of Spring Hill, Tennessee ("City") desires to enter into an Interlocal Agreement with Columbia Power and Water Systems ("CPWS") (a copy of which is attached hereto) regarding providing a private wide area network ("WAN") to provide a data path to connect various City facilities on a common internal network for the City's exclusive use; and

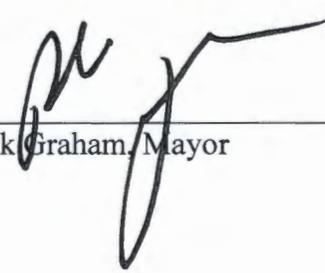
WHEREAS, said Interlocal Agreement authorizes CPWS to provide cable, Internet and related services within its electric system footprint under Tenn. Code Ann. §7-52-6, et al.; and

WHEREAS, the Interlocal Agreement is expected to provide the City with substantial savings over the term of said Agreement; and

WHEREAS, it is deemed in the public's best interest for the City to enter into said Interlocal Agreement with CPWS to provide the network services recited therein.

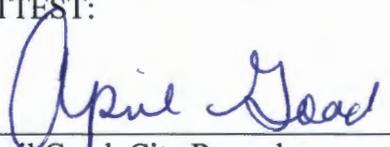
NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen that the Mayor is authorized to enter into and execute the herein referenced Interlocal Agreement on behalf of the City, public interest demanding it.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 18th day of July, 2016.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick M. Carter, City Attorney

INTERLOCAL AGREEMENT FOR NETWORK SERVICES

This agreement is entered into by and between the City of Spring Hill, Tennessee (hereinafter referred to as "City") and Columbia Power and Water Systems, (hereinafter referred to as "CPWS").

WHEREAS, City and CPWS desire to enter into an agreement for CPWS to provide a private wide area network (or "WAN") to provide a data path to connect various City facilities on a common internal network for the City's exclusive use; and

WHEREAS, City and CPWS are each authorized to construct and operate a WAN and arrange for Internet services for their own internal needs and, pursuant to the Interlocal Cooperation Act, may agree for CPWS to make such arrangements on City's behalf;

WHEREAS, CPWS also is authorized to provide cable, Internet and related services within its electric system footprint under Tennessee Code Annotated, Title 7, Chapter 52, Part 6. Under Part 4 of that same statute, CPWS is also eligible to provide telecommunications services on a statewide basis (subject to certain exceptions not relevant within the AT&T service area); and,

WHEREAS, City requests CPWS to provide certain WAN, Telephone, and Internet Services (collectively "Services") at certain locations as set forth in Exhibit A to this agreement; and,

WHEREAS, it is deemed in the public interest for the parties hereto to enter into an agreement for CPWS to provide the services to the City subject to the terms and conditions set forth herein.

THEREFORE, the parties do hereby agree as follows:

1. City and CPWS agree to the terms and conditions set forth in Exhibit A regarding cost, location of services and types of services to be provided.
2. Subject to all the terms and conditions of this agreement, the City hereby grants to the CPWS the exclusive right to connect, install, own, operate, maintain, repair, disconnect, replace, and relocate any equipment necessary to make available the services as requested by the City on the City's premises.

3. INSTALLATION

- a. CPWS shall provide, install, maintain, repair, operate and control any equipment, cable or facilities associated with, or connected to its network (“Network Equipment”). CPWS shall pay the cost of purchasing all network equipment and such network equipment shall be and remain the property of the CPWS.
 - b. Installation by the CPWS shall comply with all applicable local and state laws, regulations, ordinances, and other orders of all regulatory authorities having jurisdiction thereof.
 - c. CPWS shall have no obligations to maintain or repair City owned-provided equipment. In the event that the CPWS, in responding to a City-initiated service call, determines that the cause of such service is a failure, malfunction or inadequacy of City-provided equipment, City shall compensate CPWS, for such service calls at the then prevailing rate (current rate \$125.00 per hour). CPWS will be responsible for the service delivery up to the termination equipment’s CAT 5 Ethernet port. The customer will have responsibility from the CAT 5 Ethernet port into their network.
4. Without charge therefore to the CPWS, the City shall provide; 1) temperature conditioned space within the City’s facilities, suitable for the electronics and telecommunications equipment to be installed, 2) access in accordance with the terms of this Agreement, and 3) adequate electric power as required for construction, installation, operation, and maintenance of the network, and provision of services in accordance with this agreement and the approved plans, drawings, and specifications.
 5. CPWS may terminate service if a material breach hereunder is not corrected by City within thirty (30) days following written notification thereof. Termination for cause by CPWS or repudiation by City shall not relieve City of liability incurred prior to such termination or for liquidated damages equal to 100% of the

monthly charges due over the remainder of the initial term. The parties recognize the possibility that the CPWS may be required by the Federal Communications Commission to provide the services described herein at rates other than the rates set forth herein. The parties agree that in such event, City shall notify CPWS in writing, whereupon the parties shall negotiate new rates to comply with such requirements.

6. INDEMNITY:

- a. The CPWS and the City shall indemnify the other with respect to any third party claim and hold each other harmless for any damage to the building or other property or for any costs, expense, liability, or claim, including reasonable attorneys' fees, arising from or relating to the construction, installation, operation, or removal of the network, provision of services in connection therewith, the acts of its employees, agents, contractors, officers, and authorized vendors, or any claim from any third party arising from any of the foregoing, including any utility CPWS, its employees and/or agents.
- b. The CPWS will maintain insurance coverage of a type and limit sufficient to protect its' interest in any equipment, cable, services or facilities provided to the City in acceptance with this agreement.

7. The City shall provide, at its own expense, space at its location and all power required for any System Equipment that the CPWS may deem necessary in order to properly provide the Service. CPWS shall have reasonable access for ingress and egress to City's facility, and to its System Equipment and may remove or replace its System Equipment at any time.

8. This agreement shall not be assigned by either party without the prior written consent of the other, which shall not be unreasonably withheld. The CPWS may assign, upon written notice to the City, its rights under this agreement to any entity which succeeds to all or substantially all of the assets and operations of the

CPWS pursuant to any merger, consolidation, sale of assets, or similar transactions.

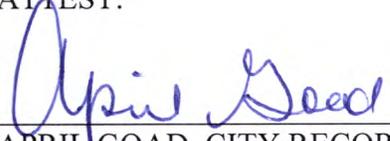
9. In the event of a default by either party or in the event of any suit or action out of this agreement, the prevailing (or non-defaulting) party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, in connection therewith.
10. The parties agree that the CPWS shall retain ownership of all equipment supplied by the CPWS. The parties agree that City shall retain ownership of all equipment supplied by City. The City agrees that it shall take no action which may directly or indirectly impair the CPWS's title to any of the CPWS's equipment or expose the CPWS to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing, by the parties. The City agrees that it shall not inhibit, in any way, the CPWS from removing all premise equipment in the event that either party terminates this agreement.
11. The obligations of the parties are subject to force majeure, and neither party shall be in default under this agreement if any failure or delay in performance is caused by strike or other labor related issues, acts of God, fire, flood, adverse weather conditions, materials or facility shortages or unavailability not resulting from such party's failure to timely place orders therefore, lack of transportation, governmental codes, ordinances, laws, rules, regulations, court directives, or restrictions, condemnation or exercise of rights of eminent domain, war or civil disorder, or any other cause beyond the reasonable control of either party.
12. The CPWS's liability for errors, omissions, interruptions, delays or defects in transmission (other than those caused by force majeure or by the City) occurring in the course of engineering, installation, and operation of the Network or the provision of the Service, shall in no event exceed the charges paid by the City for the period of time during which such errors, omissions, interruptions, delays, or defects in transmission occurred. In no event, shall the CPWS be liable for any special, consequential, or incidental damages.

13. No agency, employment agreement, joint venture, or partnership is created between the parties by this agreement and neither party shall be deemed to be an agent of the other nor shall either party have the right, power, or authority to act for the other in any manner or to create any obligations, contracts, or debts binding upon the other party.
14. Any modifications to this agreement shall be made in writing and shall be approved by both parties hereto.
15. Nothing in this agreement shall require CPWS to perform any act or do anything in contravention to any state or federal law, and if it is determined that any action violates any applicable state or federal law, CPWS will at once notify City in writing of any required changes and modifications. CPWS shall immediately implement any required changes that do not materially impact the terms of the agreement. If the required changes are more significant, both parties will negotiate a resolution in good faith. If a satisfactory agreement cannot be reached, either party has the right to terminate the agreement.
16. This agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Both parties agree that to the exclusive jurisdiction of the courts of the State of Tennessee located in Maury County, Tennessee in actions that may arise under this agreement.

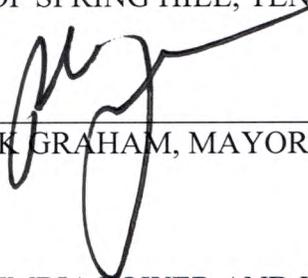
17. This agreement shall be effective following approval by the Spring Hill Mayor and Board of Alderman and CPWS Board of Directors upon its execution.

ENTERED into this 10th day of August 2016.

ATTEST:


APRIL GOAD, CITY RECORDER

CITY OF SPRING HILL, TENNESSE

BY: 
RICK GRAHAM, MAYOR

ATTEST:

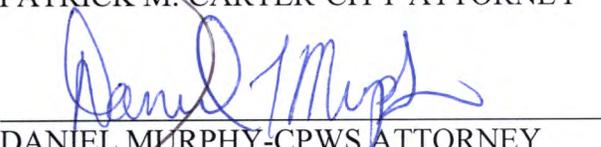

WES KELLEY,
EXECUTIVE DIRECTOR

COLUMBIA POWER AND WATER
SYSTEMS

BY: 
TERESA J. BECK
BOARD CHAIRMAN

LEGAL FORM APPROVED:


PATRICK M. CARTER-CITY ATTORNEY


DANIEL MURPHY-CPWS ATTORNEY



201 Pickens Lane
P.O. Box 379
Columbia, TN 38402

P 931.388.4833
F 931.388.5287
www.cpws.com

ATTACHMENT A

Date: Aug. 10, 2016

Agreement Term:

Columbia Power and Water Systems Broadband will provide City of Spring Hill, Tennessee the following services for a period of five years from the date of services Installed.

Services:

- 1000.0 Mbps X 1000.0 Mbps Fiber-Optic Internet Service demarked at 407 McLemore Ave Spring Hill, TN
- FTTx WAN Services to the following sites provisioned at 1.0 Gbps upload and 2.0 Gbps download

Sites	Location
City Hall	199 Town Center Pkwy
PD Admin	3636A Royal Park Blvd
Public Works	3893 Mahlon Moore Rd
IT Dept	407 McLemore Ave
Library	144 Town Center Pkwy
Water Treatment Plant	4151 Kedron Rd
Parks & Rec	4237 Port Royal Rd
Fire Hall #1	440 Beechcroft Rd
Fire Hall #2	4273 Port Royal Rd
Fire Hall #3	4000 Campbell Station Blvd

- VoIP Phone Service *

Sites	Lines
City Hall (PRI)	23
City Hall PD	4
Library	5
Fire Hall #1	3
IT Dept	2
Fire Hall #2	4
Parks & Rec	3
Water Treatment Plant	4
Public Works	7
PD Admin	2
Fire Hall #3	7

Telephone lines at each location may increase or decrease by mutual consent of both parties as desirable.

Monthly Fee:

- Internet Service 1000.0 Mbps X 1000.0 Mbps dedicated \$5000.00 each per month plus all applicable taxes and fees.
 - Customer may upgrade Internet Service during agreement, but not downgrade
 - Static IPv4 addresses included /28, /29, or /30

- WAN Service

Sites	Monthly
City Hall	\$475.00
Library	\$475.00
Fire Hall #1	\$475.00
IT Dept	\$475.00
Fire Hall #2	\$475.00
Parks & Rec	\$475.00
Water Treatment Plant	\$475.00
Public Works	\$475.00
PD Admin	\$475.00
Fire Hall #3	\$475.00

- VoIP Service

Sites	Lines	Phone Service
City Hall (PRI)	23	\$475.00
City Hall PD	4	\$139.96
Library	5	\$174.95
Fire Hall #1	3	\$104.97
IT Dept	2	\$69.98
Fire Hall #2	4	\$139.96
Parks & Rec	3	\$104.97
Water Treatment Plant	4	\$139.96
Public Works	7	\$244.93
PD Admin	2	\$69.98
Fire Hall #3	7	\$244.93

Note: All monthly prices listed above do not include any applicable taxes and fees.

Installation Charges: Waived with 5 year agreement