

3. Approve revised CSA Master Contract. (Rob Neely)

For at least 6 months OED has been working with CSA through the City legal force to revise the CSA Master Contract. CSA provides billing, inventory, and cashing software, as well as a work order system for OED. This contract was submitted to OED by CSA in order to combine and refine all working contracts with them. Currently we have approximately 9 individual contracts or supplements with CSA. This revised master contract will do a couple things: 1) OED will no longer be a member of the CSA cooperative association due to City legal's interpretation of state law and 2) contract terms will comply with state law in the areas of contract length and other limitations of liability, etc.

Pope and Elise have reviewed the new contract and suggested it be taken to the board for final approval, pending any other small changes.



Contract No. MC-172

CENTRAL SERVICE ASSOCIATION

CONTRACT AND
SERVICES AGREEMENT

WITH

OXFORD ELECTIC DEPARTMENT
A DEPARTMENT OF THE CITY OF OXFORD, MISSISSIPPI

ARTICLE 1: INTRODUCTION AND DEFINITIONS

Section 1.1 INTRODUCTION

This Contract and Services Agreement (the "**Contract**") is made and entered into by and between Central Service Association, a Mississippi corporation, being operated as a cooperative on a not-for-profit basis, (hereinafter "**CSA**"), and the Oxford Electric Department, a division of the City of Oxford, Mississippi (hereinafter "**Contractor**").

CSA and Contractor agree to be mutually bound by the terms of this Contract. CSA agrees to provide the products requested by Contractor. In turn, Contractor agrees to pay for such products, services and/or equipment.

Now therefore, for and in consideration of the agreements and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

Section 1.2 SCOPE AND APPLICABILITY

This Contract shall govern the agreement between CSA and Contractor in all respects and replaces and supplants any and all prior agreements, supplements and contracts CSA and Contractor.

Section 1.3 DEFINITIONS

"CONTRACTOR" shall mean Oxford Electric Department a department of the City of Oxford, Mississippi.

"CSA" shall mean Central Service Association.

"CONTRACT" shall mean this Contract between Contractor and CSA as defined on page two hereof.

"MAINTENANCE AND SUPPORT" shall include routine/general fixes to any Product/Service on an ongoing basis and any updates to the software during the Contract Term along with routine phone support during normal business hours.

"PARTIES" shall mean both Contractor and CSA.

“PRODUCTS” shall mean the Requested Products and Service offered by CSA to Contractor.

“THIRD PARTY PROVIDER” shall mean any hardware, software, communication or other provider other than CSA which provides products or services necessary to operate CSA products or services.

ARTICLE 2: TERM AND AMENDMENT

Section 2.1 TERM

This Contract will become effective when signed by Contractor and CSA. This Contract shall be for a term of Eighteen (18) Months. At the conclusion of said period, this Contract shall automatically renew and extend for a successive Eighteen (18) Month Term, unless Contractor shall give written notice to CSA Sixty (60) Days prior to expiration of this Contract.

Section 2.2 AMENDMENT

This contract may only be amended in writing signed by the Parties.

ARTICLE 3: FINANCIAL OBLIGATIONS

Section 3.1 RATES AND CHARGES

Contractor has elected the services/products from CSA (collectively the “**Requested Products/Services**”), which are priced as shown on the attached Exhibit “A.”

The recurring monthly cost for required Maintenance and Support to Contractor for the Requested Products/Services shown on the Attachment shall be fixed during the initial term of this contract, plus actual postage, printing and mailing costs incurred, at the then current rates. Pricing will be subject to negotiation at each renewal hereafter.

Contractor may additionally request customizations to certain Products/Services of CSA or other professional services which shall be agreed to in writing on a project by project basis, but which shall be governed by this Contract as to all other terms. Contractor may in the future request additional Products/Services which shall become part of this contract by written addendum.

Section 3.2 PAYMENT OF CHARGES

Contractor agrees that it is obligated to and shall pay for all charges resulting from this Contract after being invoiced by CSA. All payments are due and payable at the general office of CSA in Tupelo, Mississippi.

To the extent that Contractor fails to pay any undisputed charge when due and payable and such failure shall continue for Forty-Five (45) days after receipt of written notice thereof from CSA, Contractor shall be considered to be in default of this Contract and CSA may terminate this Contract and any other agreements with the Contractor. In that event, Contractor shall be liable for payment of: 1. any and all outstanding charges then due; 2. all termination charges as defined in the "Termination" section of this Contract; and 3. any costs to CSA for collection of said amounts, including but not limited to its attorneys' fees. CSA understands and agrees that payment terms and requirements are governed by state law.

Any invoice(s) remaining unpaid after their respective due dates shall be assessed a late fee in accordance with State law.

ARTICLE 4: DUTIES OF THE PARTIES

Section 4.1 CSA RESPONSIBILITIES

Section 4.1.1 CSA Services. CSA shall provide the Requested Products/Services unto Contractor.

Section 4.1.2 Licenses. CSA shall license to Contractor during the term hereof, or the term of any extension hereof, the Requested Products/Services, which Contractor has requested, and agreed to pay for, subject to the terms and conditions of this Contract. All such licenses granted hereunder shall be term licenses. Said license(s) shall continue for only so long as the term has not expired and Contractor continues such subscription along with its support and maintenance requirements set forth herein.

Section 4.1.3 Duty to Correct. In the event that errors or mistakes in processing of data occur, which are caused by reasons other than improper communication of information by or on account of Contractor, CSA may correct the same by reprocessing by CSA at no cost to Contractor. CSA will maintain a competent staff of personnel and reliable equipment in order to perform services for Contractor. Delay caused by failure or malfunction of computer equipment,

data communications equipment including lines, or terminal equipment beyond the control of CSA shall not be the responsibility of CSA.

Section 4.1.4 Connectivity and Limits. CSA will, when applicable and necessary, assist in the facilitation of communication links between the Contractor and certain third party providers if required in conjunction with CSA Products. CSA will charge for such communication links. Contractor agrees that CSA is not responsible for damages or delays resulting from third party outages.

Section 4.1.5 Protection of Data. CSA and Contractor understand and agree that they each have responsibility of sensitive Contractor data and are each responsible for the protection of Contractor data within their respective control. CSA will maintain and operate a safe system environment with state of art protections in place to prevent unauthorized access to confidential Contractor customer data when in its custody and control. If CSA becomes aware of any actual or threatened unauthorized access to confidential customer data, CSA will immediately 1) take all reasonable and lawful measures within its control necessary to stop the activity and to mitigate its effects and 2) notify Contractor of any such actual or threatened activity known to CSA.

Section 4.2 CONTRACTOR RESPONSIBILITIES

Section 4.2.1 Software Licensing. Contractor acknowledges and agrees that, unless otherwise specified, that it is not purchasing any software from CSA. Instead, it is obtaining certain licenses to utilize software belonging exclusively to CSA. All such licenses shall be for a set term and shall not be exclusive in any way to Contractor. Contractor may not transfer or assign any such licenses. Contractor may continue to utilize such licenses, pursuant to their terms or the applicable End User License Agreement, for only so long as Contractor remains in compliance therewith and continues to pay any and all ongoing charges and any maintenance or support fees associated therewith and further maintains all required equipment and/or any underlying required third-party software platforms.

Section 4.2.2 Equipment Ownership. Depending upon which products or services are elected by Contractor, CSA may be called upon to provide equipment to Contractor. To the extent that CSA provides any such equipment to Contractor, it will be placed on the premises of Contractor for utilization in the process of providing services to the Contractor and shall be in

good, workable condition. Contractor will have no ownership with respect to any such equipment and shall be responsible for returning the equipment, upon termination of the respective supplement, in good condition (excepting natural wear and tear under normal use). Alternatively, if the Contractor elects to provide its own equipment to be used in providing services from CSA, such equipment shall meet all specifications as defined by CSA for the particular service so provided. Maintenance and all other aspects of equipment ownership shall be the responsibility of the Contractor.

Section 4.2.3 Hardware and Software Requirements. Contractor agrees to maintain and license, as required, at its expense, from the appropriate vendor(s), any and all pre-requisite software and/or hardware, including the most current or recent release of the same, necessary to utilize CSA's products or services. If CSA assistance is required on-site to the Contractor to install any new version/upgrade of any required hardware or software, Contractor will incur the cost for this professional service at CSA's then current standard rates for professional services, plus travel expenses.

Section 4.2.4 Physical Circuit Responsibility. Contractor agrees that it will and is obligated to maintain certain physical communication circuits to its facilities in order for certain systems contracted with CSA to operate. Disruptions of any such communication facility or physical telephone service provided by any outside firms are not the responsibility of CSA, nor will they be considered service outages subject to compensation or reduction in any amounts due hereunder. Compensation for communication or circuit difficulties must be obtained directly from the carrier(s) involved.

Section 4.2.5 Agreement to Upgrade and Maintain Third Party Licensing. Contractor agrees that in order for the CSA products and software to function properly that it will be required to obtain, and periodically upgrade and maintain certain hardware and/or third-party platform software products on the applicable versions required by CSA. Contractor agrees to cooperate with CSA in making such upgrades when necessary. Contractor agrees that it will keep the most current release as required from time to time by CSA of all applicable software on its machine(s) at all times. Failure to maintain current software and/or hardware as required by CSA may result in additional charges or discontinuation of service to Contractor.

Section 4.2.6 Third Party Licensing. Contractor agrees that it will at all times be responsible for purchasing and maintaining the proper number of licenses for its user needs in accordance with any required third-party software provider requirements. Failure to do so may, if not cured, cause a material breach of this and all other agreements with CSA.

Section 4.2.7 No Unauthorized Reproduction. Contractor agrees not to copy or reproduce in any way, in whole or in part, any software products supplied by CSA under this or any other contract, without prior written consent of CSA. Contractor agrees that the original copy of software products furnished by CSA and any copies thereof made by Contractor, if authorized, are, and shall remain, the sole property of CSA.

Section 4.2.8 Contractor Back-Up Responsibility. Contractor shall be solely responsible for establishing and maintaining adequate back up procedures for all of their data, whether kept manually or in a computerized form. Contractor shall be responsible for testing its back up procedures routinely. No implied duty of backing up Contractor's data or other information shall exist on the part of CSA. CSA may offer certain back up services from time to time to Contractor; however, the same shall require a specific written agreement beyond simply contracting for the underlying software or service.

ARTICLE 5: RESTRICTIONS ON PROPRIETARY INFORMATION

Section 5.1 PROPRIETARY INFORMATION

All source code, software, computer programs and documentation relating to the same along with any other intellectual property associated therewith shall at all times be the sole and exclusive property of CSA. All customer information and data of the Contractor shall be its sole and exclusive property. All such property shall be considered to be confidential in nature, but subject to state law and the protections for proprietary information contained therein. CSA may disclose such information to properly assigned agents of Contractor or to service providers of CSA retained for the purpose of providing the products and services to Contractor hereunder or under any related or supplemental contract or agreement. Likewise, Contractor shall keep in complete confidence any information concerning the source code, data models, business methods, pricing, programming methods and procedures which are to be considered confidential and proprietary trade secrets of CSA. All customer information or data of Contractor in the custody of CSA shall be and at all times remain the sole property of Contractor. The method,

organization and manner in which such Contractor's customer information or data is stored shall at all times remain the sole exclusive proprietary information of CSA. Contractor agrees that it shall not allow use of the CSA products, services or software by entities not licensed by CSA for use of the same. Contractor shall not submit the CSA products, services or software to anyone for analysis or unsupervised demonstrative use. Contractor shall restrict the dissemination hereof to the fullest extent lawful. Contractor agrees that should it be subject to an information request, subpoena or court order requiring the production of any information from CSA deemed confidential hereunder, that it will give CSA notice of the same in accordance with state law.

Section 5.2 THIRD PARTY PROPRIETARY INFORMATION

Contractor acknowledges that depending on what products or services it has elected to receive from CSA, that it may be obligated to purchase or license third party software.

ARTICLE 6: TERMINATION

Section 6.1 Termination by Contractor. This Contract may be terminated by Contractor on Sixty (60) days written notice to CSA. To the extent that any such termination precedes the expiration date of the then in place Term hereof, Contractor will be liable for termination charges equal to One Hundred Percent (100%) of the "normal monthly charges" which would have been billed for the remaining term as if such contract(s) had not been terminated.

Section 6.2 Termination for Breach. Either Party may terminate this Contract for breach of this Contract, upon Thirty (30) days written notice to the other party. However, with the exception of for nonpayment, CSA and Contractor shall be obligated to allow the breaching party a cure period relating to any such breach, which shall not exceed Sixty (60) days. In the event that Contractor fails to pay any due and payable invoices in a timely manner, CSA may either temporarily or permanently suspend its products and services offered to Contractor until such payment is made.

Section 6.3 Data Transfer Post Termination. In the event that this Contract is terminated for any reason by any party or in the event that the same is not renewed, Contractor shall be entitled to its data. However, the format of such data as stored within the proprietary systems of CSA is and shall remain the confidential property of CSA. All data and information is the property of the Contractor. If Contractor shall request the return or provision of its data

held by CSA in a format other than the form held by Contractor, CSA shall provide it in a commercially reasonable time period and manner. During the conversion process, CSA will not communicate with Contractor's replacement providers directly as CSA's relationship is and shall remain with its Contractor. Contractor shall provide CSA with reasonable instructions as to what format is desired for the transfer of its data. Contractor acknowledges that CSA cannot either format its data or transmit the same without proper instruction from Contractor. Contractor shall be responsible for the reasonable costs of producing and formatting its data to be billed at CSA's then prevailing rate for professional services. Contractor shall sign a termination agreement acknowledging its obligation to pay reasonable termination charges hereunder as well as all reasonable data transfer fees and costs and for any ongoing charges related to products or services of CSA utilized during said transition period. Said termination agreement shall set forth the format of the data requested and a time line for conversion to be mutually agreed upon by CSA and Contractor which agreement shall not be unreasonably withheld by either party. Contractor will pay all termination and other outstanding charges due and payable to CSA prior to the commencement of the conversion process. Reasonable, as used in this section means reasonable throughout the industry for related services and technology.

ARTICLE 7: MISCELLANEOUS PROVISIONS

Section 8.1 No Modification. Except as set forth in Section 2.2 above, any modification or waiver of any provision of this Contract or any other supplemental document must be in writing and signed by authorized representatives of both Parties. This Contract may not be altered or amended by oral agreement or course of dealings between the Parties.

Section 8.2 Governing Law. This Contract and all matters by or between the Parties shall be governed by the laws of the State of Mississippi.

Section 8.3 Representations. Contractor represents unto CSA that:

(a) Contractor is a division of a municipality existing under the laws of the State of Mississippi and operates under state constitutional and legislative authority.

(b) The execution of this Contract by Contractor has been duly authorized by resolution of its governing board, appearing upon the minutes thereof.

(c) To the actual knowledge of Contractor, the execution of this Contract and compliance with the terms thereof by Contractor will not violate any statute, rule or regulation governing Contractor.

(d) To the actual knowledge of Contractor, there are no pending or threatened actions or proceedings against Contractor before any court, body or agency which will affect or limit the ability of Contractor to perform the obligations undertaken by this Contract.

Section 8.4 Partial Invalidity. In the event any term, provision, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void, or not fully enforceable, the remainder of the provisions hereof shall remain in full force and shall in no way be affected, impaired, or invalidated, and the term, provision, or covenant determined by the court to be not fully enforceable shall nevertheless remain enforceable to the fullest extent allowed by law. To the extent that such unenforceable provision is necessary in order to carry out the intention of the Parties, it shall be deemed replaced by a similar provision as close as to the unenforceable provision is as may be found lawful and enforceable.

Section 8.5 Waiver. No failure or delay by CSA or Contractor in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof.

Section 8.6 Assignment. Contractor may not assign any rights it may obtain hereby without the express written consent of CSA.

Section 8.7 Lawful Use. Contract agrees that any and all products or services provided by CSA shall be used only for lawful purposes.

Section 8.8 ENTIRE AGREEMENT. THIS CONTRACT IS THE ENTIRE AGREEMENT BETWEEN CSA AND THE CONTRACTOR WITH RESPECT TO THE MATTERS PROVIDED HEREUNDER AND SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, OR UNDERSTANDING WHETHER WRITTEN OR ORAL. THIS CONTRACT, EXCEPT AS SET FORTH IN SECTION 2.2 ABOVE, MAY ONLY BE AMENDED BY WRITINGS SIGNED BY CSA AND CONTRACTOR.

Section 8.9 ACKNOWLEDGMENT. CONTRACTOR ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS, FURTHER, THE CONTRACTOR AGREES THAT THE CONTRACT IS THE

COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES.

ACCEPTED: OXFORD ELECTRIC DEPARTMENT
(Contractor)

By: _____
(Authorized Signature)

Attest: _____
(Typed Name)

(Board Secretary or City Clerk Signature) (Title)

(Typed Name) On: _____
(Date)

(Title)

ACCEPTED: CENTRAL SERVICE ASSOCIATION

By: _____
(General Manager / CEO Signature)

Tom W. Underwood
(Typed Name)

On: _____
(Date)

PRICING ADDENDUM FOR MASTER CONTRACT NUMBER MC-172

**BETWEEN
CENTRAL SERVICE ASSOCIATION
AND**

Contractor: OXFORD ELECTRIC DEPARTMENT

This Pricing Addendum applies exclusively to the services named below.

Service	Qty.	Monthly Price	Estimate for Illustration Purposes Only
Orbit Customer Management and Billing System			
Orbit CMB 1st 10,000 Base Units		\$0.252 per Base Unit	\$2,520
Orbit CMB 2nd 10,000 Base Units		\$0.237 per Base Unit	\$2,370
Orbit CMB Base Units in excess of 20,000		\$0.220 per Base Unit	\$1,243
Orbit CMB Base Charge		\$630	\$630
Concurrent Users (Microsoft Dynamics Licenses)	20	\$640	\$640
Communications to Main Office		\$660	\$660
Revenue Collector Cashiering System			
Register Units	5	\$475	\$475
Dynamic Financial Management System-Single Service			
Base charge		\$740	\$740
Additional variable charge		\$.015 per Base Unit	\$385
MVRS Software Support (devices)	6	\$104	\$104
Orbit Work Management/Plant Ledger-(1) Service- 3 users		\$830	\$830
Orbit Business Portal			
Base charge		\$79	\$79
Additional variable charge		\$.0113 per Base Unit	\$256
Mailing Services for Utility Billing-Statements		\$.033 per statement	\$413
Mailing Services for Utility Billing-Late Notices		\$.063 per notice	\$139
Mobile Service Order			
Data File Transmittal Web Share- Easy2Pay		\$70	\$70
		\$0.03 per file	\$521

\$ 12,075

Monthly pricing applies to the initial contract term. Pricing beyond the initial term will be communicated to Contractor at least 30 days prior to the effective date of any changes.

CENTRAL SERVICE ASSOCIATION

OXFORD ELECTRIC DEPARTMENT

By

General Manager's Signature Date

Tom Underwood

General Manager's Name

Signature Date

Name (Type or Print)