

**BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form**

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	03/27/2018	Meeting Date:	04/02/2018
Contact Information:			
Requested by:	Rick Littleton – DPW Superintendent		
On Behalf of Organization or Individual: Telecommunications Council			
Telephone:	317-736-3640		
Email address:	rlittleton@franklin.in.gov		
Mailing Address:	796 S. State Street		
Describe Request:			
Approval and renewal of Advanced Services Agreement with Metronet			
List Supporting Documentation Provided:			
Advanced Services Agreement			
Who will present the request?			
Name:	Matt Sprout	Telephone:	317-346-8710

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

Customer Name		City of Franklin, Indiana		Date	3/28/2018
Sub I.D.		1294152		Sales Rep	S. Jones
Physical Address Various Locations - See below					
Billing Address PO Box 280 Franklin, IN 46131					
Contact Person #1		Matt Sprout		Contact Number	(317) 721-9710
Contact Email Address sproutm@franklinschools.org					
Contact Person #1		Rick Littleton		Contact Number	888.736.3640, extension 1200
Contact Email Address rlittleton@franklin.in.gov					
Fiber Internet - City Hall (1294154) - 70 E. Monroe St. Franklin, IN			Speed	Term	Non-Recurring
Bandwidth Speed			200Mb/200Mb	36 months	\$0.00
Static IP Addresses			Quantity: 10	36 months	\$0.00
Fiber Internet - Franklin Senior Center (1294176) - 160 E. Adams St. Franklin, IN			Speed	Term	Non-Recurring
Bandwidth Speed			30Mb/10Mb	36 months	\$0.00
Fiber Internet - Greenlawn Cemetery (1294175) - 100 W. South St. Franklin, IN			Speed	Term	Non-Recurring
Bandwidth Speed			30Mb/10Mb	36 months	\$0.00
Fiber Wide Area Network/Data Circuits			Speed	Term	Non-Recurring
Between Locations A and B			200 Mb	36 months	\$0.00
Between Locations A and C			200 Mb	36 months	\$0.00
Between Locations A and D			200 Mb	36 months	\$0.00
Between Locations A and E			500 Mb	36 months	\$0.00
Between Locations A and F			200 Mb	36 months	\$0.00
Between Locations A and G			500 Mb	36 months	\$0.00
Between Locations A and H			500 Mb	36 months	\$0.00
Between Locations A and I			200 Mb	36 months	\$0.00
Between Locations A and J			500 Mb	36 months	\$0.00
Location A (headend) City Hall (1294154) 70 E. Monroe Street Franklin, IN 46131			Location B Fire Station 21 (1294178) 1701 N. Main Street Franklin, IN 46131	Location C Fire Station 22 (1294179) 1800 Thornburg Lane Franklin, IN 46131	Location D Fire Station 23 (1294180) 1150 Sloan Drive Franklin, IN 46131
Location E Parks & Recreation/Community Center (1294156) 396 Branigan Boulevard Franklin, IN 46131					
Location F City Court (1294174) 1 Caisson Drive Franklin, IN 46131			Location G Police Department (1306748) 2801 N. Morton Street Franklin, IN 46131	Location H Public Works (1294172) 796 S. State Street Franklin, IN 46131	Location I Fleet (1311153) 951 Hamilton Avenue Franklin, IN 46131
Location J Franklin Community High School (1308258) 2600 Cumberland Drive Franklin, IN 46131					
Fiber IPTV Services					
Standard TV at the following locations:			Quantity	Term	Non-Recurring
City Hall (1294154) - 70 E. Monroe Street Franklin, IN			1	36 months	\$0.00
Fire Department Station 21 (1294178) - 1701 N. Main Street Franklin, IN			1	36 months	\$0.00
Fire Department Station 22 (1294179) - 1800 Thornburg Road Franklin, IN			1	36 months	\$0.00
Fire Department Station 23 (1294180) - 1150 Sloan Drive Franklin, IN			1	36 months	\$0.00
Parks & Recreation/Community Center (1294156) - 896 Branigan Blvd. Franklin, IN			1	36 months	\$0.00
City Court (1294174) - One Caisson Drive Franklin, IN			1	36 months	\$0.00
Police Department (1306748) - 2801 N. Morton Street Franklin, IN			1	36 months	\$0.00
Public Works (1294172) - 796 South State Street, Franklin, IN			1	36 months	\$0.00
Greenlawn Cemetery - 100 W. South Street Franklin, IN			1	36 months	\$0.00
Franklin Senior Center - 160 E. Adams Street Franklin, IN			1	36 months	\$0.00
Total					
Monthly Service Costs (plus applicable taxes & fees)					\$6,894.90
Non-Recurring					\$0.00
Installation Cost					\$0.00
<p>By signing below, Customer makes the following representations and warranties to MetroNet: (i) the undersigned is authorized to sign this Advanced Services Agreement and otherwise bind the Customer; (ii) the undersigned has had an opportunity to read and review the Agreement, as that term is defined in the terms and conditions attached to this Advanced Services Agreement, and agrees to abide by all of the terms and conditions contained in the Agreement.</p>					
Customer Name (Printed):			Signature:		
Title:			Date:		

Business Name:	City of Franklin, Indiana
Physical Address:	Various Locations - See Statement of Work
Explanation of work to be done:	
<p>The City of Franklin, Indiana (1294152) is a current MetroNet customer. This is a 3 year renewal agreement with the following changes to be made: 1) Increase internet speed at Location A, City Hall, to 200Mb/200Mb and keep price at existing rate of \$970.00 per month. 2) Increase WAN connections at locations B, C, D, F, & I to 200Mb and change price to \$675.00 per location, per month. 3) Increase WAN connection of location E, G, & H to 500Mb and change price to \$800.00 per location, per month. 4) Install new 500Mb WAN connection between location A and location J. This will be complimentary connection.</p>	
Day of Service Installation	
<p>MetroNet will assign an installation date for your Fiber Services. On the Installation Date you will experience service down time due to factors outside of our control. In some cases this may mean you may not have phone or computer service for several hours. Such downtime is unavoidable but, we will use commercially reasonable efforts to minimize the inconvenience you.</p>	
DMARC (ONT)	
<p>When an ONT/fiber drop is installed MetroNet is responsible for service up to the DMARC (ONT). Anything beyond the DMARC is the customer's internal network and the business owner's financial responsibility to contact an IT vendor for support and/or repairs.</p>	
Customer Phone Vendor / Cut Sheet	
<p>Customer designates <u>Not Applicable</u> ("Phone Vendor") to be responsible for maintaining the internal phone systems on behalf of Customer. Phone Vendor will be responsible for locating all lines prior to the Installation Date provided by MetroNet and will be responsible for connecting Customer's internal phone system to MetroNet's demarcation point. Phone Vendor must be present on the Installation Date at the designated time. Customer will be responsible for scheduling the Phone Vendor on the Installation Date and shall pay all expenses associated with the Phone Vendor. MetroNet will provide Customer with a document detailing the lines/circuits to be installed for the benefit of the Phone Vendor ("Cut Sheet").</p>	
Changes	
<p>Customer understands that any changes made to the SOW or Fiber Services, including but not limited to database information, after execution of this SOW may result in the assignment of a new Installation Date by Company at its standard intervals or otherwise delay the provisioning of the Fiber Services to you.</p>	
<p>This SOW is hereby incorporated by reference into the Agreement between Customer and MetroNet, as that term is defined in the terms and conditions to the Business Order Form. Any capitalized terms not defined herein shall have the same meanings as ascribed to them in the Agreement.</p>	
Customer Name (Printed):	Signature:
Title:	Date:

Terms and Conditions

Metro Fibernet, LLC d/b/a "Metronet" (hereafter "Metronet", "we" or "us") and the customer identified on the Business Service Order Form (hereafter "Customer", "you" or "your") enter into this agreement whereby we will provide you those services listed on the Business Service Order Form ("Fiber Services").

1. **Agreement.** These terms and conditions, together with our tariff, our AUPP, the Business Service Agreement and/or Advanced Services Agreement, our Additional Terms of Service Addendum and, any Statement of Work or Letters of Authorization that are related to the Fiber Services, form the entire agreement between Metronet and Customer regarding the Fiber Services (the "Agreement").
2. **Documents Available On Line.** These terms and conditions, our Acceptable Use and Privacy Policy ("AUPP"), our tariff, and our Additional Terms of Service Addendum may be found on our website at www.metronetinc.com. These documents may also be obtained through our customer service department. By signing the Business Order Form, you acknowledge that you have had an opportunity to read and review, and agree to abide by, all of the terms and conditions of the Agreement including those posted on our website.
3. **Term.** This Agreement will be binding on Customer upon Customer's execution of the Business Services Agreement and/or Advanced Services Agreement. The initial term of the Agreement will be three (3) years commencing on the date the Fiber Services are first available to Customer (the "Effective Date"). Upon the expiration of the initial term, the Agreement will automatically renew for additional one (1) year terms unless either party provides written notice of its intention not to renew the Agreement at least thirty (30) days prior to the expiration of the then current term.
4. **Early Termination.** Except for a permitted termination pursuant to Section 10 of these terms and conditions, in the event you terminate (or we terminate due to your breach) this Agreement or any Fiber Service prior to the expiration of the then current term, we reserve the right to charge you, as liquidated damages and not as a penalty, an amount equal to: (i) sixty percent (60%) of the average monthly recurring fees for the terminated Fiber Services, including usage based fees, multiplied by the number of months remaining on the then current term; and (ii) any unpaid non-recurring fees associated with the terminated Fiber Services.
5. **Payment & Billing.** All non-recurring fees will be due within thirty (30) days of invoice. With the exception of non-recurring fees and usage based charges, you will be billed monthly in advance for the Fiber Services. Tax-like charges and other local, state or federally charged, imposed or authorized fees and surcharges are not built into our rates, and therefore, will be included separately on your monthly bill. You agree to pay all charges stated in your bill including any taxes and surcharges no later than thirty (30) days following the invoice date without offset or demand. If you do not pay your bill in full by the due date, you may incur a late payment fee equal to twenty-five dollars (\$25.00) or the highest late payment fee allowed by law. The unpaid portion of your bill will also incur interest, from the due date until paid, at three percent (3%) per month or the highest rate allowed by law. We may also discontinue some or all of your Fiber Services until payment is received. In the event that we disconnect your Fiber Services for nonpayment, you may be required to pay a reconnection fee. If we incur expenses collecting any past amount due from you, you agree to pay our collection expenses including, but not limited to, court costs, service fees, collection fees, and attorneys fees.
6. **Equipment.** We may install equipment in and around your place of business. This equipment may include, but is not limited to, a Network Interface Device ("NID"), phones, switches, routers set top boxes and cabling (collectively the "Equipment"). Unless you purchase the Equipment from us, the Equipment is our property. You agree that you will not move any of the Equipment to another location outside your place of business either temporarily or permanently. You are responsible for the care and maintenance of the Equipment located at your place of business. You agree not to modify the Equipment in any way. If any of the Equipment is damaged, modified, lost, destroyed, tampered with, or stolen while in your possession, you will be responsible for the reasonable cost of repair or replacement of the affected Equipment. When you cease being a customer or move from your current location, you are responsible for returning the Equipment to us, with the exclusion of any wiring or equipment located outside your place of business, and obtaining a signed return receipt from us.
7. **Installation.** You hereby authorize us and/or our contractors to enter your place of business during normal business hours, or by appointment, to install, inspect, maintain, replace, or remove the Equipment. You also grant us the right to enter onto property owned or controlled by you at all reasonable times, even if you are not present, to install, inspect, maintain, replace or remove any of the Equipment located outside your place of business. Unless we are grossly negligent or intentionally harm any persons or property, we will not be responsible or liable for any damages caused by us while performing work on your property or in your place of business. We are not responsible for the operation, maintenance and repair of your television, computer or any other device owned by you to which we establish a connection. You may not install any device or equipment to our inside wiring or Equipment that will impair the integrity of our Equipment or network. You agree that we will have no liability for any damages and expenses you may incur as a result of any appointment regarding present or future work to be performed by us.

Customer Initials _____

8. **Collocation Space.** To the extent that we need space in and around your place of business to provide you Fiber Services, including, but not limited to, any necessary easements, licenses, permits and building entrance rights required to connect our Equipment from the public right of way to your place of business ("Collocation Space"), you agree to provide us such Collocation Space and hereby grant us an irrevocable license to use, occupy and maintain the Collocation Space until the Agreement is terminated. You also agree to provide us with power, not to exceed 30 amps of DC power, for our Equipment. With the exception of any power usage that exceeds 30 amps of DC power a month, you will not charge us for the Collocation Space or the power usage of our Equipment. Additionally, you hereby grant us a license to access the Collocation Space on a 24 hour/7 day per week basis, subject to any reasonable rules and regulations promulgated by you for the use and maintenance of the Collocation Space. We are not responsible for any delays in provisioning the Fiber Services or interruptions to the Fiber Services caused by your inability to secure or maintain the Collocation Space.

9. **Limitation of Liability and Indemnification.** CUSTOMER AGREES THAT ALL FIBER SERVICES ARE PROVIDED BY METRONET ON" AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT SUCH SERVICES WILL BE ERROR-FREE. METRONET MAKES NO WARRANTY THAT THE FIBER SERVICES WILL BE UNINTERRUPTED, OR WILL SECURE CUSTOMER'S COMPUTER FROM THIRD-PARTY UNAUTHORIZED ACCESS OR MONITORING. CUSTOMER AGREES THAT ALL USE OF THE FIBER SERVICES ARE AT CUSTOMERS SOLE RISK AND CUSTOMER EXPRESSLY ACKNOWLEDGES AND ACCEPTS THE FIBER SERVICES KNOWING THAT SUCH SERVICES ARE SUBJECT TO INTERRUPTION FROM POWER OUTAGES AND EQUIPMENT FAILURES. IN NO EVENT WILL METRONET, ITS AFFILIATES OR PARENT CORPORATION, BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER OR NOT THERE IS NEGLIGENCE ON THE PART OF METRONET AND WHETHER OR NOT METRONET HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, REPAIR, REPLACEMENT, OR REMOVAL OF METRONET'S EQUIPMENT, THE USE OR INABILITY TO USE THE FIBER SERVICES, OR THE USE OR INABILITY TO USE ANY THIRD-PARTY SERVICES INCLUDING, BUT NOT LIMITED TO, E911 SERVICE AND SECURITY MONITORING, IN NO EVENT WILL METRONET'S LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE FIBER SERVICES. Customer agrees to defend, indemnify and hold harmless Metronet, its affiliates and parent corporation, from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Fiber Services by Customer or otherwise arising out of Customer's breach of any material term of this of the Agreement.

10. **Adjustments.** If regulatory changes increase the cost of providing the Fiber Services, we may increase the rates charged to you. If required by changes in applicable law, we may delete or modify the Fiber Services provided hereunder, change the terms of the Agreement or pass through to you all or a portion of any charge or surcharge directly or indirectly related to such regulatory activity. We will notify you in advance if we initiate any of the foregoing changes. If the proposed changes considerably increase the price of the Fiber Services or your duties and obligations under the Agreement, you may terminate this Agreement with no further liability by delivering written notice to us no later than thirty (30) day following the date we notify you of the change. Your continued use of the Fiber Services after the expiration of such thirty (30) day period will be deemed consent to any such changes.

11. **End User Authorizations.** To ensure compliance with certain legal and regulatory requirements, if you are purchasing the Fiber Services on a bulk basis for use by your tenants or residents (the "End Users"), we may require you to obtain a "Letter of Authorization" with special terms and conditions ("LOA") from your End Users. The execution of an LOA shall not relieve your duties or obligations under the Agreement or act as a limitation on our rights or remedies under the Agreement. If you fail to obtain an LOA from any End User, you shall indemnify us for any loss, cost or damage we may incur as a result of not having the LOA in place. You agree to promptly forward all LOAs to us throughout the term of this Agreement.

12. **Jurisdiction and Venue.** Jurisdiction and venue for all disputes will be Evansville, Indiana. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the agreement or the Fiber Services must be filed within one (1) year after such claim or cause of action arose or be forever barred.

13. **General.** This Agreement represents the entire understanding and agreement between Metronet and Customer and supersedes all prior agreements, whether written or oral. No alternations or changes may be made to the Agreement, pricing schedules or any other document regarding any services provided by us except with the written approval of an officer of Metronet. Except for the limitation set forth in Section 12 of these terms and conditions, no failure on the part of either party to exercise, and no delay in exercising, any right or remedy hereunder will operate as a waiver thereof; nor will any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right of remedy granted hereby or by law. The Agreement, a legally binding contract between Metronet and Customer, binds and insures to the benefits of their respective principals, successors and assigns. The format, words and phrases used in this Agreement will have the meaning generally understood in the Telecommunications Industry. This Agreement will be construed in accordance with its fair meaning and not against the drafting party. The following Sections will survive the expiration or termination of the Agreement: Sections 4, 5, 6, 7, 9, 12 and 13 of these terms and conditions.

Customer Initials _____