	CITY OF COFFEYVILLE **BOARD OF COMMISSIONERS AGENDA ITEM**	
MEETING DATE	02/10/2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-19	
AGENDA TITLE	**Bandwidth Purchase Renewal**	
REQUESTING DEPARTMENT	Internet Utility	
PRESENTER	Chris Felix, IT Manager	
FISCAL INFORMATION	Cost as recommended:	$5,000 per month
	Budget Line Item:	720-5-000-448
	Balance Available	$76,300
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	To renew our bandwidth purchase agreement with Cox Communications	
BACKGROUND	Coffeyville Connection currently receives bandwidth from Cox Communications. Our current contract, which is a 3 year term is up for renewal.	
SPECIAL NOTES		

ANALYSIS	Under our current contract terms, Coffeyville Connection pays Cox Communications $6,800 per month for 100Mbps of internet bandwidth. With the addition of CCC as an internet customer and their contract amount of 250Mbps, we need to increase our capacity. Staff asked our current provider what a new 3-year term would be with the additional bandwidth. The original quote received was $7,500 per month. However, that quote has since expired. Staff sought out quotes from AT&T to try and get a comparative quote. In the past, AT&T had not responded to our request for quotes for internet bandwidth. However, this time, they were interested. AT&T submitted a quote for $5021.60/mo. The estimated construction time was 120 days which really doesn't work for our time frame. We then approached Cox informing them that we would more than likely be recommending a new vendor for internet bandwidth. We informed them that a competitor had a much better price. Cox has since submitted a new quote for internet bandwidth. Their quote came in at $5,000 per month, plus a $500 installation fee. Going with either vendor would save Coffeyville Connection $1,800/mo. on what we're currently paying.
PUBLIC INFORMATION PROCESS	
BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends entering into another 3-year term with Cox Communications for internet bandwidth.
REFERENCE DOCUMENTS ATTACHED	Cox Communications Agreement

RESOLUTION NO. R-15-19

A RESOLUTION TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH COX BUSINESS TO PROVIDE 500 Mbps OF OPTICAL INTERNET BANDWIDTH FOR THE COFFEYVILLE WIRELESS INTERNET UTILITY.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas to authorize the Mayor and City Clerk to execute an agreement with Cox Business to provide 500 Mbps of Optical Internet Bandwidth for the Coffeyville Internet Utility at a cost of $5,000 per month.

ADOPTED THIS 10th DAY OF FEBRUARY 2015.

_____
James Falkner, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

Commercial Services Agreement

2/4/2015

Cox Account Rep:	Marcheta Puckett	**Cox System Address:**	
Phone Number:	316-260-7410	901 S George Washington Blvd	
Fax Number:	877-873-9953	WICHITA, KS 67211	

Customer Information		**Authorized Customer Representative Information**	
Legal Company Name:	COFFEYVILLE CITY HALL	**Full Name:**	Chris Felix
Street Address:	102 W 7TH ST	**Billing Contact:**	620-252-6108
City/State/Zip:	Coffeyville, Kansas 67337	**Fax:**	
Billing Address:	PO BOX 1629	**Contact Number:**	620-252-6135
City/State/Zip:	COFFEYVILLE, Kansas 67337	**Email Address:**	cfelix@coffeyville.com
Cox Account #:	580-0307800-01		

Taxes and Fees Not Included

Service Description	Prev QTY	New QTY	Unit Price	Term *(Months)*	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
Free Access to Cox WiFi/Cable WiFi Hotspots Nationwide	0	1	$0.00	36	$0.00	
Cox Optical Internet 500 Mbps	0	1	$5,000.00	36	$5,000.00	
Cox Optical Internet Installation	0	1	$500.00			$500.00
Totals:					$5,000.00	$500.00

Equipment Charges

Description	Quantity	Unit Price	Total Fee

If you are purchasing Dedicated Service Facilities.		**Merge Bill**
_____	For Dedicated Service Facilities (e.g. Private Line Type Services, Ethernet Services). By initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.	No

Special Conditions

Promotion Details

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at http://ww2.cox.com/aboutus/policies/business-general-terms.cox, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. If Customer cancels this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox Equipment costs. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms.

Customer Authorized Signature	**Cox Communications Kansas, LLC; Cox Kansas Telcom, LLC Signature**
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

This "Agreement" includes the terms and conditions (i) on the previous page or, if in the Cox Business e-commerce environment, as selected above (the "Cover Page"); (ii) on this page, including without limitation all policies and terms incorporated into this page (the "Service Terms"); and (iii) set forth at http://ww2.cox.com/aboutus/policies/business-general-terms.cox (the "General Terms").

1. Tariffs/Service Guide If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at http://ww2.cox.com/business/voice/regulatory.cox and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE http://ww2.cox.com/business/voice/regulatory.cox. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

3. Service Start Date and Term This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at http://ww2.cox.com/aboutus/policies/business-policies.cox, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.