

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF E-RATE CATEGORY TWO NETWORK EQUIPMENT AND SERVICES THROUGH THE TENNESSEE EDUCATION BROADBAND CONSORTIUM FOR FISCAL YEAR 2024-2025 WITH PERSONAL COMPUTERS SYSTEMS, INC., FOR KINGSPORT CITY SCHOOL'S USE

WHEREAS, the city desires to utilize state contract 68613 with Personal Computer Systems (PCS) to obtain internal connections and basic maintenance of those connections; and

WHEREAS, this purchase will be made through the Tennessee Education Broadband Consortium which enables local education agencies to purchase telecommunications and information services at discounted rates through the Federal Communication Commission's E-Rate program; and

WHEREAS, the quoted price for the equipment and associated services is \$303,215.78 from PCS; and

WHEREAS, this agreement has been approved by the Board of Education and is contingent upon receiving E-Rate funding.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That the agreement with Personal Computer Systems for internal connections and basic maintenance of those connections in the amount of \$303,215.78, which is contingent on E-rate funding, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the Agreement with Personal Computer Systems for internal connections and basic maintenance of those connections in the amount of \$303,215.78, which is contingent on E-rate funding, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set out below:

**Tennessee Educational Broadband Consortium Multiple Schedule/State Master Contract
Order Form**

This agreement ("Agreement") is entered into between **City of Kingsport for its Kingsport City Schools** ("Customer") and **Personal Computer Systems, Inc** ("Service Provider"), **for E-Rate Category 2 purchases**. For good and valuable consideration, including the mutual promises contained herein, Customer orders from the Service Provider the services identified below and/or in Attachment A to this Agreement ("Service"). Customer and Service Provider agree that the Service shall be provided pursuant to the rates, charges, terms, and conditions set forth in **TEBC 68613** ("Master Contract").

Service Ordered by Customer:

IDENTIFY REQUESTED SERVICE(S) HEREIN AND/OR IN ATTACHMENT A

The selected Service period is **July 1, 2024 - June 30, 2025**. Unless otherwise agreed upon in writing, the Service period shall commence upon Service installation.

Requested Service Commencement Date(s): TBD

If this Agreement is cancelled or terminated prior to Service Installation, cancellation charges will apply as set forth in the Master Contract (if applicable).

Customer may seek Universal Service Fund funding pursuant to the rules and regulations associated with the E-Rate program. Agreement is contingent upon receiving E-Rate Funding. Customer may opt to proceed with purchase in the absence of E-Rate funding, but this Agreement may be voided if E-Rate funding is not received. This Agreement is contingent upon Kingsport City School Board of Education approval, Kingsport Board of Mayor and Alderman approval, and issuance of a Purchase Order.

Customer further warrants and represents that Customer is authorized to enter into this Agreement and to order Service pursuant to the Master Contract. There are no other terms and conditions allowed pursuant to this agreement other than those present in the underlying Master Contract. Customer further warrants and represents that this Agreement complies with all applicable procurement laws and/or requirements.

This Agreement is effective when executed by Customer. Submission of a quote at the request of the customer constitutes the Service Provider's intent to proceed upon acceptance of the Customer. This Agreement is subject to and controlled by the provisions of the Master Contract, including any amendments as may be made from time to time.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 20th day of February, 2024.

PATRICK W. SHULL, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY