

RESOLUTION 22-217

**A RESOLUTION TO AUTHORIZE THE PURCHASE OF A GATE
ACCESS CONTROL SYSTEM AT THE WASTEWATER TREATMENT
PLANT**

WHEREAS, the City of Spring Utility Department desires to purchase a gate access control system at the wastewater treatment plant; and

WHEREAS, a request for proposal was publicly advertised for an access controls system with a bid opening of August 22, 2022; and

WHEREAS, Access Control Systems was the most responsive bidder at a cost of \$34,325.00; and

WHEREAS, the City staff recommends award of the bid to Access Controls systems to install a gate access control system; and

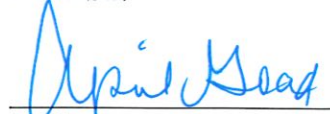
WHEREAS, the Board of Mayor and Alderman allocated \$35,000.00 for this purchase in the 2022-2023 FY Budget for the Wastewater Treatment Plant

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill Board of Mayor and Aldermen authorizes the purchase of the gate access control system at the wastewater treatment plant at a total cost of \$34,325.00.

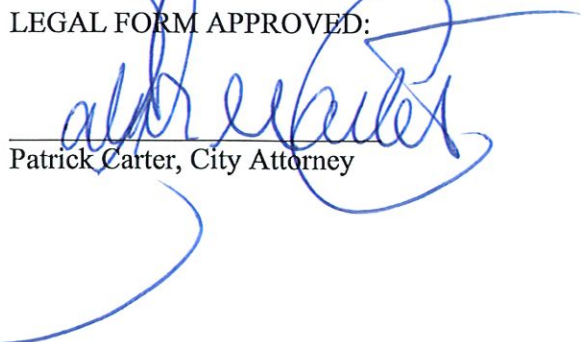
Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 19th day of September, 2022.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick Carter, City Attorney



REQUEST: *Approval of Resolution 22-217*
SUBMITTED BY: Jessica Weaver, Utility Director
DATE: September 19th, 2022
RE: To approve purchase of a gate access control system at the wastewater treatment plant

ATTACHMENTS:

PURPOSE:

To approve Resolution 22-217 to approve purchase of a gate access control system at the wastewater treatment plant.

BACKGROUND:

Wastewater facilities in the United States provide essential services to residential, commercial, and industrial users by collecting and treating wastewater and discharging treated effluent into receiving waters. These facilities may also provide opportunities for terrorists to either impair the wastewater treatment process or damage surrounding communities and infrastructure.

The City of Spring Hill currently utilizes a gate system that must be manually opened daily and left open throughout the day. It is pad locked every night with no security throughout the work day. Currently, on any given day, residents, contractors, and/or vendors are able to drive up and wander through the buildings until they locate the person they are searching for. This system does not provide for safety and security of the employees nor the plant process. The proposed access control system will allow for the wastewater treatment facility to be accessed through a key pad, remotes, badges or a call button. It will provide for additional safety and security for our staff.

FINANCIAL IMPACT:

This will be funded from FY 2023 budgeted funds at a cost of \$34,325.00.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 22-217 to approve purchase of a gate access control system at the wastewater treatment facility at a total cost of \$34,325.00

CITY OF SPRING HILL, TENNESSEE
CONTRACT DOCUMENTS
&
SPECIFICATIONS
FOR
Gate Access Control System
At the Wastewater Treatment Plant



August 5, 2022

REQUEST FOR PROPOSALS
For Gate Access Control System at the
Wastewater Treatment Plant
City of Spring Hill, Tennessee

Sealed Proposals will be received by the City of Spring Hill, Tennessee, for Gate Access Control Systems for the Wastewater Treatment Facility at City Hall, 199 Town Center Parkway (***for hand delivery or courier service***), P.O. Box 789 (***for regular mail service***) Spring Hill, Tennessee 37174, on or before August 22, 2022 at 2:00pm. The envelope containing the proposal must be sealed and plainly marked "Proposal for WWTP Gate Access Control System".

Proposals must be made on the Proposal Forms and in accordance with Instructions to Bidders furnished by the City of Spring Hill.

The defined terms appearing in the General Specifications apply to all Contract Documents.

The City reserves the right to reject any or all Proposals regarding the WWTP gate access control system, to waive irregularities and/or informalities in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the City.

INSTRUCTIONS TO BIDDERS
WWTP Gate Access Control
System

1. RECEIPT AND OPENING OF PROPOSALS

The City of Spring Hill invites and will receive Proposals on the forms attached hereto, all information on which must be appropriately completed. Proposals will be received at City Hall until 2:00 p.m. on August 22, 2022, and publicly opened and read aloud on the aforesaid date. The envelopes containing the Proposals must be sealed and addressed to April Goad, City Recorder, 199 Town Center Parkway *(for hand delivery or courier service)*, P.O. Box 789 *(for regular mail service)*, Spring Hill, TN 37174 and plainly marked "Proposal for WWTP Gate Access Control System".

2. PREPARATION OF THE PROPOSAL

All Proposals shall be made on the Proposal Form attached hereto and shall give the amount of bid and must be signed by the Bidders.

If a unit price or a lump sum already entered by the Bidder on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Bidder in ink.

Each Proposal must be submitted in a sealed envelope bearing on the outside the name of the Bidder, its address, and plainly marked "Proposal for WWTP Gate Access Control System". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City may consider as irregular any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Proposals.

Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof.

Any Proposal received after the time and date specified above shall not be considered.

3. AWARD OF THE BID

The Bid shall be deemed as having been awarded when formal notice of award shall have been mailed by the City to the Bidder.

The Bidder to whom the Bid shall have been awarded will be required to execute 3 copies of the Contract on the form attached. In case of the Bidder's refusal or failure to do so within ten (10) days after its receipt of formal notice of award, Bidder will be considered to have abandoned all rights and interests in the award and the award may then be made to the next best qualified Bidder or the work readvertised for Proposals as the City may elect.

4. CONDITIONS

Each Bidder shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the Bid. Bidders shall thoroughly examine and be familiar with the Specifications.

The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document shall in no way relieve it of any obligations with respect to his Proposal or to the Contract. The City shall make all such documents available to the Bidder.

5. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Bidder shall be requested of the City in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each Bidder. Every request for such explanation shall be in writing (email) addressed to April Goad, Recorder at agoad@springhilltn.org. Any verbal statements regarding same by any person prior to the award shall be unauthoritative and not binding.

Addenda issued to Bidders prior to date of receipt of Proposals shall become a part of the Bid Documents.

No inquiry received within seven (7) days of the date fixed for the submission and opening of Proposals will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be emailed to all prospective Bidders, not later than five (5) days prior to the date fixed for the opening of Proposals.

6. NAME, ADDRESS, AND LEGAL STATUS OF THE BIDDER

The Proposal must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder whether corporation, partnership, or individual, shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Bidder shall give full names of all partners. Partnership and individual Bidders will be required to state in the Proposal the names of all persons interested therein.

The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state and telephone number, must be given after his signature.

If the Bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with his Proposal, legal evidence of his authority to do so.

7. COMPETENCY OF BIDDER

The opening and reading of the Proposal shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. The City reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder's qualifications or from other sources.

The City shall require submission with the Proposal of the following supporting data regarding the qualifications of the Bidder in order to determine whether it is a qualified, responsible Bidder. The Bidder will be required to furnish the following information:

(a) A copy of the latest available certified financial statement of the Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by independent certified public accountants.

(b) Evidence that the Bidder is in good standing under the laws of the State of Tennessee, and, in the case of corporations organized under the laws of any other State, evidence that the Bidder is licensed to do business and in good standing under the laws of the State of Tennessee or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.

In the event that the City shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether he is a qualified responsible bidder, the Bidder may be required to furnish any or all of the following information sworn to under oath:

(a) Evidence that the Bidder is capable of commencing performance as required in the Bid Documents.

(b) Such additional information as will satisfy the City that the Bidder is adequately prepared to fulfill the Contract.

The Bidder may satisfy any or all of the experience and qualification requirements by submitting the experience and qualifications of its parent organization and subsidiaries or affiliates of the parent.

8. DISQUALIFICATION OF BIDDERS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Bidder and the rejection of its Proposal:

(a) Evidence of collusion among Bidders.

(b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.

(c) Default on a previous municipal bid for failure to perform.

9. METHOD OF AWARD

The City reserves the right to accept any Proposal or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the City.

10. TITLE VI POLICY

The City of Spring Hill will not discriminate in the purchase of all goods and services on the basis of race, color, religion, sex, national origin, age, disability or any other lawfully protected classification.

Verbal quotations or quotations received after the closing date will not be accepted. The City of Spring Hill reserves the right to reject any and all bids, to waive technicalities or informalities and to accept any bid deemed in the best interest of the City of Spring Hill.

WWTP Gate Access Control System

SPECIFICATIONS AND ADDITIONAL QUESTIONS

1.00 GENERAL

The minimum requirements and the specification for the Services, as well as certain requests for information to be provided by Vendor as part of its proposal, are set forth below.

2.00 MINIMUM REQUIREMENTS FOR WWTP GATE ACCESS CONTROL SYSTEM

- (a) Galvanized Chain Link Cantilever slide gate for 24' opening, 6' height
- (b) Galvanized Chain link cantilever slide gate for 30' opening, 6' height
- (c) 15 remote gate openers
- (d) Gate operators with battery backup for Front and Back gates
- (e) Minimum 7-day event timer
- (f) Free egress detector loops
- (g) Stand-alone keypad for each gate with drive up stand
- (h) All additional posts, hardware, wiring, concrete, and electrical to complete installation

TOTAL PROPOSAL PRICING FOR SERVICES: \$ 34,325.⁰⁰

Total Price in Writing

THIRTY FOUR THOUSAND THREE HUNDRED TWENTY FIVE DOLLARS

3.00 ADDITIONAL QUESTIONS SPECIFIC TO THIS RFP

TERM - The term shall be for 90 days from the date of contract execution. Upon mutual agreement of both parties the bid quotes may be renewed annually by the City of Spring Hill for a maximum of two (12) month periods.

Vendor must submit the following information as part of Vendor's proposal:

If Vendor takes exception to any terms or conditions set forth in this RFP, Vendor will submit a list of the exceptions.

To: City of Spring Hill

Ref.: WWTP GATE ACCESS CONTROL SYSTEMS

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the equipment pursuant to the above referenced Request for Proposal upon the terms quoted below.

Respectfully submitted,

Proposer: Access Control Systems, LLC

By: [Signature]
(Authorized Signature for Proposer)

Name: Scott Haley

Title: Director of Sales

Address: 7336 Central Bend Blvd Nashville, TN 37209

Contact Number: (615) 970-0833

Email: sshaley@acs-llc.com

Date: 8/17/22

SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made by and between THE CITY OF SPRING HILL, TENNESSEE (the "City") and ACS, LLC ("Vendor") (collectively as "Parties"), and is entered into on August 17th, 2022, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires security at the wastewater treatment facility through access control services it cannot provide itself and desires to contract with a third-party independent contractor to provide said services for the City's benefit; and

WHEREAS, pursuant to state law, the City issued published a Request for Proposal (RFP) and Vendor submitted a bid; and

WHEREAS, the City has selected Vendor to provide the services it desires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be 8/22, 2022.

2. **TERM.** The term of this Agreement shall be for 90 days from the Effective Date herein through 11/22, 2022. The Parties may extend this Agreement in writing, with or without modification, as agreed upon by the Parties for two (12) month periods.

3. **INSURANCE.** Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers' compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured, and shall provide to the City certificates of insurance upon reasonable request.

- a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;

- b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;
- c. Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. VENDOR RESPONSIBILITIES.

- a. Provide itemized materials list with unit cost.
- b. Provide and install all materials as specified
- c. Provide product warranty
- d. Provide work schedule for completed installation.

5. CITY'S RESPONSIBILITIES.

- a. Provide scheduling coordination to contractor.

6. **INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that Vendor is an independent contractor and shall not represent itself, its agents or employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Vendor and the City; and neither Vendor nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or agents employed by Vendor shall be considered acting under the supervision, direction and control of City.

7. **AMENDMENT AND TERMINATION.** This Agreement may be terminated without cause at any time by either Party through the issuance of a thirty (30) day written notice pursuant to this Agreement. Termination with cause shall not require advance notice.

9. **NO CONFLICT OF INTEREST.** No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing

body of Vendor or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.

10. **ASSIGNMENT; SUBCONTRACTING.** This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party.

11. **MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.

12. **NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a permit applicant, a City employee, or a citizen by the Vendor or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

13. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14. **TIME.** The Contractor shall finish within the agreed upon time frame.

15. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

16. **INDEMNITY.** Vendor shall provide a defense, indemnify and hold the City harmless from and against any and all claims arising from Vendor or from the conduct of its business or from any activity, work, or things, including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising there from.

17. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

18. **FORCE MAJEURE.** The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any

act or omission by the parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.

19. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon City and Vendor and their respective heirs, administrators, successors and assigns.

20. **SEVERABILITY.** In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

21. **NOTICES.** All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Vendor:

If to City:

Mayor Jim Hagaman
199 Town Center Parkway
P.O. Box 789
Spring Hill, TN 37174

Copy to:

Patrick M. Carter, Esq.
Middle Tennessee Law Group, PLLC
d/b/a Wolaver, Carter & Heffington
809 South Main Street, Suite 100
Columbia, TN 38401

City and Vendor may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

22. **CAPTIONS.** The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

23. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Vendor and the City and supersedes all prior negotiations, representations and agreements either written or oral, unless otherwise expressly stated herein.

24. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay his/her/its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By: 
JIM HAGAMAN
Mayor of Spring Hill
Date of Execution: 9-19-2022

By: 
VENDOR REPRESENTATIVE
Date of Execution: 8/17/22



7336 Cockrill Bend Blvd
Nashville, TN 37209

TN License # 74659

www.acsllc.com

August 17, 2022

City of Spring Hill

Proposal
Spring Hill Waste Water Plant
Gate Access Control Systems

3893 Mahlon Moore Rd

- 1 Galvanized Chain Link Cantilever Slide Gate for 24' Opening x 6' Height
- 1 Galvanized Chain Link Cantilever Slide Gate for 30' Opening x 6' Height
- 2 Hy Security DC15 SlideSmart Gate Operators with Battery Backup
- 4 Sets of EMX Photoelectric Beams with Hoods & Beam Posts
- 2 Linear Radio Receivers with Antenna Kits
- 15 Linear Dual Button Transmitters
- 2 365-Day Time Clocks
- 3 Reversing Detector Loops
- 2 Free Egress Detector Loops
- 4 Reno B4 Loop Detectors with Wiring Harnesses
- 2 Doorking Stand-Alone Keypads
- 2 Black Steel 42" Gooseneck Pedestals
- 4 Concrete Pads
- 2 Surge Suppressors with Ground Rods

1 Lot of Cable, Conduit & Connectors

Total Investment: \$34,325.00

NOTES: Power circuit (120V/20Amp) at each gate operator is to be provided by others per ACS LLC specifications.

OPTIONS: Click 2 Enter for emergency vehicle access – Add \$1,350.00/Ea to Total Investment.

Quote Good for 15 Days

ACS LLC ("ACS") / Terms and Conditions

1. **Effectiveness of Proposal:** The specifications of this proposal and agreement ("Agreement"), including pricing, are in effect for thirty (30) days. If the Agreement is signed by Customer after such thirty (30) day period, ACS may cancel this Agreement and propose revised specifications.
2. **Changes to Proposal:** Any changes to the scope of this Agreement require a written Change Order signed by the parties prior to implementation of the changes. The Change Order shall include the changes to the scope of work or products purchased and any corresponding changes to the estimated fees and schedule. In the event of unforeseen circumstances which will effect the cost or schedule of the project, ACS may request a Change Order to address such unforeseen circumstances. No proposed change, including the price, shall be effective or binding upon either party, unless and until both parties have executed a Change Order with respect thereto.
3. **Compliance and Site Preparation:** The pricing does not include building permits and fees, testing, engineering and/or underground utility location services. Property lines are to be established, cleared and properly staked or otherwise defined by Customer. Customer is responsible for compliance with applicable building codes and/or community rules & regulations. On occasion when trenching for electrical needs crews may be subject to excessive rock aversion. These are unforeseen circumstances. When rock inhibits a project, ACS will call client to work to resolve as ACS is not responsible for the added costs needed to mitigate the situation.
4. **Payment Terms; Late Fees:** Payment terms are fifteen (15) days from receipt of invoice. ACS accept checks, cash, ACH payments and credit cards. Credit card payments are subject to a 4.0% processing fee and are not accepted on Job Contracts. Until paid in full, a finance charge of 1.5% per month shall be applied to the Customer account in the event that the account is past due. In the event that this account becomes delinquent and is placed for collections, Customer agrees to reimburse and pay ACS all reasonable costs, finance charges, expenses and/or collection fees incurred in the collection of this account.
5. **Warranty on Listed Equipment Only:** ACS agrees to warrant these products, including parts and labor, for a period of one (1) year from the date of acceptance by Customer during normal business hours¹. During the warranty period, ACS will repair or replace, at ACS's choice and expense, any defective product. This warranty extends only to the original Customer and is not transferrable and does not cover the repair or replacement of parts that are consumable

¹ Normal business hours are Monday through Friday, 7:30 am to 4:00 pm excluding all Holidays. Holidays are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

ACS

by nature. This warranty is null and void if the Customer attaches any feature or device to any product without prior written approval in advance from ACS. This warranty does not cover acts of nature (i.e. lightning, earthquakes, flooding, etc) vandalism, acts of war or unintended use of these products. There are no other warranties, expressed or implied. Cellular service and signal strengths change frequently; ACS is not responsible for equipment failure due to changes in cellular reception.

6. **Limitation on Liability:** In no event shall ACS be liable to Customer for any loss of profits, or any indirect or consequential damages arising out of any of ACS' obligations pursuant to this Agreement.
7. **Customer Termination:** Customer may terminate this contract for any reason by giving a notice in writing to ACS within (3) three business days from the date contract is signed. Such termination shall not be deemed a breach of contract. Customer agrees to pay ACS for all unpaid invoices, for the cost reasonably incurred in anticipation of performance of the services and uncompensated staff time and expenses up to the date of termination.
8. **Governing Law; Venue; Legal Proceedings:** This Agreement shall be governed by and construed in accordance with the Internal laws of the State of Tennessee, U.S.A., without reference to any conflicts of law provisions. For any legal proceedings involving this Agreement, proceedings will be held in Nashville (Davidson County), Tennessee. If either party commences legal action to enforce its rights to this Agreement, the prevailing party in such legal action shall be entitled to recover its reasonable attorneys' fees and costs of litigation relating to such legal action, as determined by a court of competent jurisdiction.

To execute this Agreement, please sign below and return one copy of this Agreement to ACS LLC.

ACS LLC

By: _____

Name/Title: Chad Colony CEO

Date: 10-10-22

Customer: City of Spring Hill

By: _____

Name/Title: Jim Hagaman, Mayor

Date: 9-19-2022

PO#: _____

ACS