

## **MASTER AGREEMENT FOR INSTALLATION OF DATA LINKS TO PRIMARY/BACKUP CONTROL CENTERS**

This Agreement to Procure Data Links to Primary and/or Backup Control Centers ("Agreement"), dated and effective this 15th day of August, 2017 ("Effective Date"), is entered into by and between Midcontinent Independent Transmission System Operator, Inc., a Delaware not-for-profit corporation, located at 720 City Center Drive, Carmel, Indiana 46032 ("MISO"), and City of Columbia, Missouri, a municipal corporation, located at 701 East Broadway, Columbia, Missouri ("Member"). MISO and Member each may be referred to individually as a "Party" or collectively as the "Parties."

In consideration of the mutual agreements, covenants, and undertakings of the Parties herein contained, the Parties hereby agree as follows:

### **ARTICLE 1. RECITALS**

**Section 1.1** MISO has been formed to engage in the business of (a) controlling and operating electric transmission systems which are owned by several different electric utilities and transmission companies in the mid-western United States, (b) coordinating transmission customer energy transfers to maximize electricity grid utilization in a manner that maintains the integrity of the grid, (c) being responsible for transmission planning and generation site location to meet the changing electrical demands of its region, and (d) performing a wide range of other functions, with its primary mission to ensure reliable power delivery over the high-voltage electricity grid (collectively referred to as the "Business").

**Section 1.2** MISO has entered into agreements with AT&T/Qwest Corporation and d/b/a CenturyLink QC (collectively "Vendor") to provide MISO with the deployment of a wide area network and interconnection with certain investor owned-utilities, independent power producers, retail customers, customer aggregators, and other third party entities, including Member.

**Section 1.3** Vendor has agreed to provide specific transport services to third party users, including Member, but such agreement is conditioned upon (i) MISO remaining the customer of record for the transport and (ii) MISO remaining financially responsible for the purchase of the transport services and associated equipment installed and located at the Member's site.

**Section 1.4** Prior to installation of the Data Link, Member is a MISO Transmission Owner and/or Transmission Operator and/or Market Participant and/or Reliability Services Recipient and (a) desires the establishment of a data link ("Data Link") between MISO's primary and backup control centers and Member's primary control center ("PCC") and/or backup control center ("BCC") and (b) desires to receive Services related to the Data Link ("Related Services").;

**Section 1.5** Member acknowledges that Vendor's customer of record for the Data Link and Services is exclusively MISO and not Member.

## **ARTICLE 2. DATA LINK AND RELATED SERVICES**

**Section 2.1 Data Link.** In accordance with the terms and subject to the conditions set forth in this Agreement, MISO hereby agrees to procure and pay for all costs and expenses for the Data Link. A description of all necessary equipment for the Data Link shall be set forth on individual statements of work ("Statement of Work"). Each Statement of Work for the PCC and BCC, shall be prepared in substantial conformance with Exhibit A attached hereto and shall incorporate the terms of this Agreement.

Member agrees to comply with any and all NERC Standards regarding security of the Data Link in the event NERC or the MISO determines any of the NERC Standards apply to the Data Link and/or any associated hardware.

In exchange for MISO providing the Data Link(s), Member agrees that it will ensure the continued operation of the Data Link(s) and will not interfere with MISO's ability to receive data over the Data Link(s).

The Data Link(s) related equipment will be exclusively owned by Member. Notwithstanding the foregoing, the Parties agree that MISO will retain exclusive control of communications routers at each Member location. The Parties further agree that the use, operation, and disposition of the Data Link(s) and related equipment will be at the sole discretion of MISO.

**Section 2.2 Related Services.** In addition to the Data Link and in accordance with the terms and subject to the conditions set forth in this Agreement, MISO hereby agrees to procure and pay all costs and expenses for, any Related Services associated with the Data Link. A description of Related Services shall be set forth on the applicable Statement of Work.

**Section 2.3 Schedule.** Subject to any approval or requirements of Vendor, MISO shall procure the Data Link and Services according to the schedule set forth in the applicable Statement of Work.

**Section 2.4 Change Orders.** Changes to Statements of Work shall be made only in a writing executed by authorized representatives of each Party.

**Section 2.5 Incorporation.** The terms and conditions of any mutually signed Statements of Work shall be attached hereto and incorporated herein.

**Section 2.6 Conflict.** In the event of a conflict or ambiguity between any term of this Agreement and a Statement of Work, the terms of this Agreement shall prevail. The terms of this Agreement apply to the Data Link and all Related Services that MISO may procure for Member.

## **ARTICLE 3. INSTALLATION**

**Section 3.1 Accommodations.** Member shall supply personnel of MISO with suitable workspace and other normal equipment and support reasonably necessary for MISO to procure the Data Link and Related Services. No interest or obligation shall be conferred upon MISO

regarding Member's property beyond the limited right to use such property in connection with procurement of the Data Link and Related Services.

**Section 3.2 Employee Cooperation.** Upon the request of MISO, Member shall cause its personnel to execute any covenants or agreements required by MISO consistent with the obligations set forth in this Agreement.

**Section 3.3 Penalties.** To the extent any action taken by Member results in penalties being assessed to MISO by any telecommunication carrier(s), including Vendor, related to Equipment or Related Services under an applicable SOW, Member shall be responsible for and shall reimburse MISO for any such penalties.

#### **ARTICLE 4. WARRANTIES AND INDEMNIFICATION**

**Section 4.1 Warranties.** The Data Link and Related Services, including all parts, components, software, and any services rendered in connection with procurement of the Data Link shall be deemed to possess any applicable warranties given by Vendor or third party manufacturers or suppliers. MISO MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS FOR A SPECIFIC PURPOSE, MERCHANTABILITY, TITLE AND NON-INFRINGEMENT OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, RELIABILITY OR FREEDOM FROM ERROR OR INTERRUPTION OF THE OPERATION, USE, AND FUNCTION OF THE DATA LINK AND RELATED SERVICES.

**Section 4.2 General Indemnification.** Member shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend MISO, its subsidiaries and affiliated companies, employees, officers, directors, principals (owners, partners, shareholders or holders of an ownership interest, as the case may be) agents, representatives, consultants, and subcontractors against any and all liability, loss, costs, damages, expenses, claims or actions, arising out of or by reason of any bodily injury, including death and property damage, or property damage as a result of actions of Member, its employees, agents, representatives or subcontractors, or arising out of or by reason of any act or omission of Member, its employees, agents, representatives or subcontractors, in the execution, performance, or arising out of or by reason of the Data Link and Related Services. For purposes of this Section, to "indemnify" means to defend and pay all expenses (including reasonable attorneys' fees) and satisfy all judgments (including costs and reasonable attorneys' fees) that may be incurred or rendered against such Party.

**Section 4.3 Insurance.** Member shall maintain, at its own expense, such insurance as will protect it and MISO from claims under worker's compensation acts and from claims for damages because of bodily injury, including death and property damage, which may in any way arise out of or be in any remote or proximate manner connected with the performance of this Agreement or the Data Link and Related Services, whether such claim arises out of the act or failure to act of MISO or Member or of the direct or indirect delegate, appointee, employee, or subcontractor of either of them. The insurance policies must have an endorsement naming

MISO as an additional insured. The insurance shall be written in the kinds and minimum limits of liability specified below.

Workmen's Compensation	-	Statutory
Employer's Liability Limit	-	\$1,000,000 each employee
Comprehensive General Liability Insurance including completed operations, contractual, and broad form property damage coverage.		
Bodily Injury	-	\$5,000,000
Property Damage	-	\$5,000,000
Comprehensive Automobile Liability		
Bodily Injury	-	\$5,000,000
Property Damage	-	\$5,000,000

The specification of liability coverage and limits herein shall not relieve or limit the responsibility of Member under this Agreement. Member is solely responsible for determining whether additional coverage or greater limits are required to protect its interests from hazards or claims. Where special or unusual hazards are foreseeable peculiar peculiar to the Data Link and Related Services, Member shall take such steps as are necessary to ensure itself against such hazards and be responsible for any damage which results from the occurrence of such hazards in connection with the Data Link and Related Services.

Within ten (10) days after execution of this Agreement, Member shall deliver certificates of insurance with MISO on a form acceptable to MISO. Member may also declare that it has elected to self-insure, which MISO may accept as compliance with this section and its discretion. Such acceptance shall not be unreasonably withheld. None of the insurance required hereunder shall be canceled, changed, or allowed to lapse until the Agreement and the Data Link and Related Services have been terminated. Each policy of insurance shall contain a clause that provides thirty (30) days advance written notice to MISO in the event of cancellation or expiration of the policy or of any change in the policy of any nature.

## **ARTICLE 5. CONFIDENTIAL INFORMATION**

**Section 5.1** To the extent a separate agreement between the Parties regarding nondisclosure of Confidential Information does not already apply, the Parties expressly agree that this Section shall survive the termination or expiration of this Agreement and agree as follows:

a. MISO and Member acknowledge that in the performance of this Agreement, it may be necessary for either Party to disclose certain confidential or proprietary information to the other. Each Party agrees that the Recipient ("Recipient") will use at least the same means it uses to protect its own confidential proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of (i) written information received from the other Party ("Provider") that is marked or identified as confidential, (ii) oral or visual information

identified as confidential at the time of disclosure if in tangible form or other media that can be converted to readable form, is clearly marked as proprietary, confidential or private when disclosed, if oral or visual, is identified as proprietary, confidential, or private at the time of disclosure, or and (iii) nonpublic information which under the circumstances surrounding disclosure a reasonable person would conclude should be treated as confidential ("Confidential Information").

b. Confidential Information will not include information that belongs to the Recipient or (i) is or was already known by the Recipient at the time of disclosure and which was not acquired directly or indirectly from the Provider; (ii) publicly known or becomes publicly known through no unauthorized act of the Recipient; (iii) rightfully received from a third party without an obligation of confidentiality; (iv) independently developed by the Recipient without use of the Provider's Confidential Information; (v) approved by the Provider for disclosure; or (vi) required in the opinion of its counsel to be disclosed pursuant to a requirement of a governmental agency or law of the United States of America or a state thereof, or any governmental or political subdivision thereof, so long as the Party required to disclose the information, to the extent it is legally able to do so, provides the other Party with timely prior notice of such requirement sufficient to allow the Provider to seek a protective order or other appropriate protections against unauthorized disclosure. If Recipient is so advised by its legal counsel, then Recipient may disclose only that portion of the Confidential Information that Recipient is legally obligated to disclose by law. Recipient shall use its reasonable effort to ensure that such portion of the Confidential Information is treated confidentially and to notify Provider as soon as reasonably practicable of the portion of the Confidential Information so disclosed. Recipient shall not oppose any reasonable action by Provider to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information for which disclosure is sought. In addition, Recipient shall immediately notify Provider of any loss, misuse, or misappropriation of any Confidential Information obtained from Disclosure of which Recipient becomes aware.

c. Each Recipient may use Confidential Information received from the Provider only in connection with this Agreement, and may disseminate such Confidential Information only to persons having a need for access to such Confidential Information in connection with their performance of the services, and with respect to whom the Recipient takes steps, no less rigorous than those it takes to protect its own proprietary information, but in any event not less than reasonable means, to prevent such persons from acting in a manner inconsistent with the terms of this Section.

d. All Confidential Information transmitted or disclosed hereunder will be and remain the property of the Provider, and the Recipient shall (at the Provider's election) promptly destroy or return to the Provider any and all copies thereof upon termination or expiration of this Agreement and/or upon the written request of the Provider. Upon the request of the Provider, the Recipient shall certify any such destruction in writing.

e. Each Party acknowledges that the other may suffer irreparable damage in the event of any material breach of the provisions of this Section. Accordingly, in such

event, an aggrieved Party may seek preliminary and final injunctive relief, as well as any other applicable remedies at law or in equity against the Party who has breached or threatened to breach this Section.

**Section 5.2 Release of Information.** Except for fair use in the course of routine correspondence, Member agrees to submit to MISO any proposed press release, advertisement or other promotion relating to the existence of this Agreement, the relationship of the Parties, or the Data Link and Related Services called for by this Agreement, and Member will offer MISO the opportunity to review any such materials prior to publication. No such materials shall be published without the prior written approval of MISO. Unless MISO otherwise agrees in writing, Member shall not list MISO's name or marks on Member's published client lists, on Member's website, or in other materials promoting Member's services.

## **ARTICLE 6. TERM, TERMINATION, DEFAULT, AND REMEDIES**

**Section 6.1 Term.** This Agreement will be effective upon execution by both Parties and will continue until terminated by either Party upon giving the other at least thirty (30) days prior written notice of termination; provided, however, that if terminated by Member within the first twelve (12) months, then Member must promptly reimburse MISO for any and all expenses, charges, penalties, fees, or others amounts associated with Member's termination of this Agreement and the Data Link and Related Services, including without limitation any and all Vendor cancellation, disconnection, installation costs, monthly maintenance fees, or other charges incurred in the prior twelve (12) months. Upon termination, Member can disconnect from the WAN once MISO has completed the decommissioning.

**Section 6.2 Right of Termination.** Upon any Default (as defined in this Article) of this Agreement by Member, MISO shall have the right, in its sole and absolute discretion, to terminate this Agreement in whole or in part by giving notice thereof to Member, and if so terminated by MISO, then Member must promptly reimburse MISO for any and all expenses, charges, penalties, fees, or others amounts associated with MISO's termination of this Agreement and the Data Link and Related Services, including without limitation any and all expenses, charges, penalties, fees, or other amounts associated with the Member's termination of this Agreement.

**Section 6.3 Obligations of Member Upon Termination.** Upon termination of this Agreement, Member shall, at its own expense, be obligated to do some or all of the following upon specific notice identifying the obligation(s) from, and at the election of, MISO and/or Vendor:

- a. Immediately discontinue using the Data Link and Related Services at such time and to the extent specified in the notice;
- b. Place no further orders or subcontracts for materials, services, or other matters relating to the Data Link and Related Services; and/or
- c. Assist MISO in making an accounting as to outstanding matters relating to the terminated Data Link and Related Services.



**Section 6.4 Event of Default.** The term "Default" and "Event of Default" wherever used in this Agreement shall mean one or more of the following events:

- a. The failure by Member to perform any other obligation imposed upon it by this Agreement within a period of ten (10) days after demand and notice by MISO to Member specifying the specific obligation allegedly in default or not being performed;
- b. The breach of any covenant, provision, representation, or warranty by Member set forth in this Agreement upon notice by MISO to Member of such alleged breach and Member's failure to correct such breach within ten (10) days after such notice;
- c. An order for relief is entered by a court of competent jurisdiction or an order is made approving a petition or answer filed seeking reorganization or readjustment of Member under the federal bankruptcy laws or other laws or statutes of the United States of America, or any state thereof, or by order of a court, a trustee or receiver is appointed of all or any part of Member's assets and properties;
- d. The filing by Member of a petition in voluntary bankruptcy, the making by Member of an assignment for the benefit of creditors, the consent of Member to the appointment of a receiver or trustee of any or all parts of the property of Member, the filing by Member of a petition to take advantage of any debtor's act, or the admission by Member, in writing, of Member's inability to pay debts and obligations generally as they become due;
- e. The refusal or neglect by Member to supply sufficient skilled personnel to assist in the procurement of the Data Link and Related Services; and/or,
- f. The failure in any material respect to assist in the procurement of the Data Link and Related Services with promptness, diligence, or in accordance with all of the provisions set in this Agreement and the applicable Statements of Work.

**Section 6.5 Remedies are Cumulative.** No remedy herein conferred upon or reserved to MISO is intended to be or shall be exclusive of any other remedy, but every remedy herein provided shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity, or by statute. Every such right and remedy may be exercised from time to time and as often as may be deemed expedient. No delay or omission by MISO to exercise any such right or remedy shall be construed to be a waiver thereof or of any such Default or an acquiescence therein.

**Section 6.6 Force Majeure.** Neither Party is liable for non-performance under this Agreement to the extent to which the non-performance is caused by events or conditions beyond that Party's reasonable control, and the Party makes all reasonable efforts to perform, and any applicable deadlines for performance shall be extended for a number of days equal to the duration of such events or conditions.

**Section 6.7 Limitation of Liability.** Except with respect to the duties of defense and indemnity expressly provided in this Agreement, MISO's aggregate liability on all claims of any kind for all losses or damages arising out of or relating to this Agreement, the Data Link and

Related Services will in no case exceed the amounts paid by Member to MISO for the Data Link and Related Services in the previous six (6) months. Except with respect to the duties of defense and indemnity against third party claims expressly provided in this Agreement and except for expenses, charges, penalties, fees, or others amounts associated with a termination of this Agreement and the Data Link and Related Services (including without limitation any and all Vendor cancellation, disconnection, or other charges), in no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, will either Member or MISO, or any of their respective subcontractors, directors, officers, employees or agents, be liable to the other Party for any of the following, irrespective of whether the possibility of such damages has been disclosed to the other Party in advance or could have reasonably been foreseen by the other Party:

- a. Special, incidental, consequential, reliance, or indirect damages, including without limitation lost sales, profits, savings or revenue, increased cost of operations, or claims of either Party's third party customers for such damages (some States do not allow the exclusion or limitation of incidental or consequential damages, so such limitation or exclusion may not apply);
- b. Punitive or exemplary damages;
- c. Any statement or representation made by either Party's employees regarding a third party;
- d. Unauthorized access to, theft, alteration, or destruction of applications, content, data, programs, information, network or systems belonging to MISO or any third party, except to the extent caused directly by Member's negligence or willful misconduct.

The limitations of liability under this Section are an essential part of the bargain under this Agreement.

## **ARTICLE 7. GENERAL AND MISCELLANEOUS PROVISIONS**

**Section 7.1 Jurisdiction, Venue, and Dispute Resolution.** This Agreement will be governed by the laws of the State of Indiana and the United States of America, without regard to conflicts of laws principles. Each Party hereby submits itself for the sole purpose of this Agreement and any controversy arising hereunder to the exclusive jurisdiction of the federal or state courts located in the State of Indiana serving the counties of Marion or Hamilton, and any courts of appeal therefrom, and waives any objection (on the grounds of lack of jurisdiction, or forum not convenient or otherwise) to the exercise of such jurisdiction over it by any such courts.

Any controversy, dispute, argument, or claim arising out of or in connection with or relating to this Agreement, or any alleged breach hereof shall be identified in writing to the other Party. Member and MISO agree to use first informal mechanisms to resolve such disputes. In the event a resolution cannot be reached by employees assigned to a particular Statement of Work, the dispute shall be reported to their respective supervisors within each organization who shall take good faith actions to resolve the dispute. The provisions for informal mechanisms shall not apply to instances or situations where a Party is threatened with immediate and irreparable harm. In the event a resolution to the dispute cannot be reached, then any



controversy, dispute, argument, claim, and other matters in question arising out of or in connection with or relating to this Agreement or any alleged breach hereof shall be referred to mediation before a neutral party, and as a condition precedent to the initiation of any adjudicative action or proceeding, including arbitration. The mediation shall be attended by representatives of each Party having authority to settle the dispute. Any dispute, controversy, or claim arising out of or in connection with or relating to this Agreement or any alleged breach hereof, shall, upon the request of any Party involved, be first submitted to and settled by arbitration pursuant to the rules then in effect of the American Arbitration Association. The venue shall be that of the principal place of business of the alleged violator, that is, if brought by Member, venue will be in Indianapolis, Indiana, and if brought by MISO, venue will be in city of Member's principle place of business. Any award or other determination rendered shall be final and conclusive upon the Parties, and a judgment thereon may be entered in the highest court of the forum, state or Federal, having jurisdiction. Institution of a judicial proceeding by a Party does not waive the right of that Party to demand arbitration hereunder. The panel from which all arbitrators are selected shall be composed of licensed attorneys. The expenses of the arbitration shall be borne equally by the Parties to the arbitration.

**Section 7.2 Limitation of Actions.** Neither Party may bring a claim against the other more than one (1) year after the cause of action arises.

**Section 7.3 Attorney's Fees.** The prevailing Party in any litigation arising from or relating to this Agreement will be entitled to recover from the non-prevailing Party all costs and expenses, including attorney's fees (which may include the reasonable value of the services of in-house counsel), incurred in the course of such proceedings.

**Section 7.4 Entire Agreement.** This Agreement and all attachments executed hereafter, constitutes the entire agreement between the Parties regarding the subject matter hereof and (i) supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter; and (ii) prevails over any conflicting or additional terms of any quote, order, acknowledgement or similar communication between the Parties before or during the term of this Agreement.

**Section 7.5 No Exclusivity.** This Agreement is not exclusive. MISO may procure products or services that are the same or similar to the Data Link and Related Services covered under this Agreement.

**Section 7.6 Amendments.** No supplement, modification or amendment to this Agreement will be binding unless executed in writing by authorized representatives of the both Parties.

**Section 7.7 Severability of Provisions.** Should any clause, portion or paragraph of this Agreement be unenforceable or invalid for any reason, such unenforceability or invalidity will not affect the enforceability or validity of the remainder of this Agreement, and any court having jurisdiction is specifically authorized and encouraged by the Parties to hold inviolate all portions of this Agreement that are valid and enforceable without consideration of any invalid or unenforceable portions hereof.

**Section 7.8 Waiver.** No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver. The failure of either Party in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement will not be construed as a waiver or relinquishment, to any extent, of the right to assert or rely upon any such terms or conditions on any future occasion.

**Section 7.9 Construction of Agreement.** This Agreement constitutes a negotiated agreement between the Parties and the fact that one Party or its counsel or the other shall have drafted this Agreement or a particular provision hereof shall not be considered in the construction or interpretation of this Agreement or any provision hereof.

**Section 7.10 Headings.** The headings of the sections in this Agreement are for the purposes of convenient reference only and are not intended to be part of this Agreement, or to limit or affect the meaning or interpretation of any of the terms hereof.

**Section 7.11 Survival.** Neither termination nor expiration of this Agreement for any reason shall release either Party from liabilities or obligations set forth in this Agreement which (i) the Parties have expressly agreed will survive such termination or expiration or (ii) remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

**Section 7.12 No Third Party Rights.** This Agreement shall not be construed to create any legal, equitable or beneficial interest in any third party or to vest in any third party any interest with respect to the enforcement of this Agreement.

**Section 7.13 Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and assigns, and neither Party shall assign this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld, except that MISO may assign this Agreement to an entity acquiring all or substantially all of MISO's business assets or which by reason of a reorganization under a new name (other than a reorganization under U.S. Bankruptcy Law), merger, acquisition or otherwise assumes the legal position of MISO and acquires all of the business interests of MISO.

**Section 7.14 Relationship of the Parties.** In procuring the Data Link and Related Services under this Agreement, MISO will be acting as Member's independent contractor. MISO will not be Member's agent, employee, partner or representative. Nothing herein shall be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the Parties for any purposes. Neither Party will have the right or authority to assume, create, or incur any third-party liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other Party except as expressly set forth in this Agreement. Although MISO's personnel may perform services and procure equipment pursuant to Member's general instructions, such personnel will at all times and for all purposes be deemed MISO's employees or agents and not Member's employees or agents, just as Member's personnel will at all times and for all purposes be deemed Member's employees or agents and not MISO's employees or agents.

**Section 7.15 Subcontractor.** MISO may use independent contractors to procure the Data Link and Related Services.

**Section 7.16 Notices.** Any notice, request or other communication to be given by either Party hereunder shall be in writing and shall be either delivered in person or sent by (a) registered or certified mail, postage prepaid, with return receipt requested, (b) an overnight courier guaranteeing overnight delivery or (c) a facsimile, telex, or other wire transmission, if receipt is confirmed, to the address of the Party set forth at the beginning of this Agreement to the attention of its president or to such other address as any of the Parties may designate from time to time by notice to the other Parties. Notice shall be deemed delivered on receipt if delivered by hand or wire transmission, on the third business day after mailing if mailed by first class, registered or certified mail, or on the next business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier.

**Section 7.17 Additional Documents and Actions.** The Parties agree to execute and deliver such other documents, certificates, agreements, and other writings and to take such other actions as may be necessary or desirable in order to consummate and expeditiously implement the transactions contemplated by this Agreement.

**Section 7.18 Execution and Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same document.

**Section 7.19 Representation.** Each Party hereby acknowledges and states that independent legal counsel and advisors have been retained and utilized in connection with this Agreement.

**IN WITNESS WHEREOF,** each Party has caused this Agreement to be executed by its authorized representative as of the date written below.

**[Signatures on Following Page]**

**MIDCONTINENT INDEPENDENT  
TRANSMISSION SYSTEM OPERATOR, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

**Harold Wims, CPM, CPSM  
Manager, Supply Management**

Title: \_\_\_\_\_

Date: \_\_\_\_\_

8/17/2017

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_

Name: Mike

Matthes \_\_\_\_\_

Title: City

Manager \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Sheela Amin, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Nancy Thompson, City Counselor

## Exhibit A

### STATEMENT OF WORK NO. \_\_\_\_\_

This Statement of Work No. \_\_\_\_\_ ("SOW") is submitted pursuant to the Master Agreement for installation of Data Link to Primary/Backup Control Center between Midwest Independent Transmission System Operator, Inc. ("MISO") and \_\_\_\_\_ ("Member"), effective as of \_\_\_\_\_, 20\_\_ (the "Agreement"), which is incorporated herein by reference. MISO and Consultant each may be referred to individually as a "Party" or collectively as the "Parties." Any capitalized term used herein but not defined herein shall have the meaning assigned to such term in the Agreement. In the event of a conflict or ambiguity between any term of this SOW and the Agreement, the terms of the Agreement shall prevail.

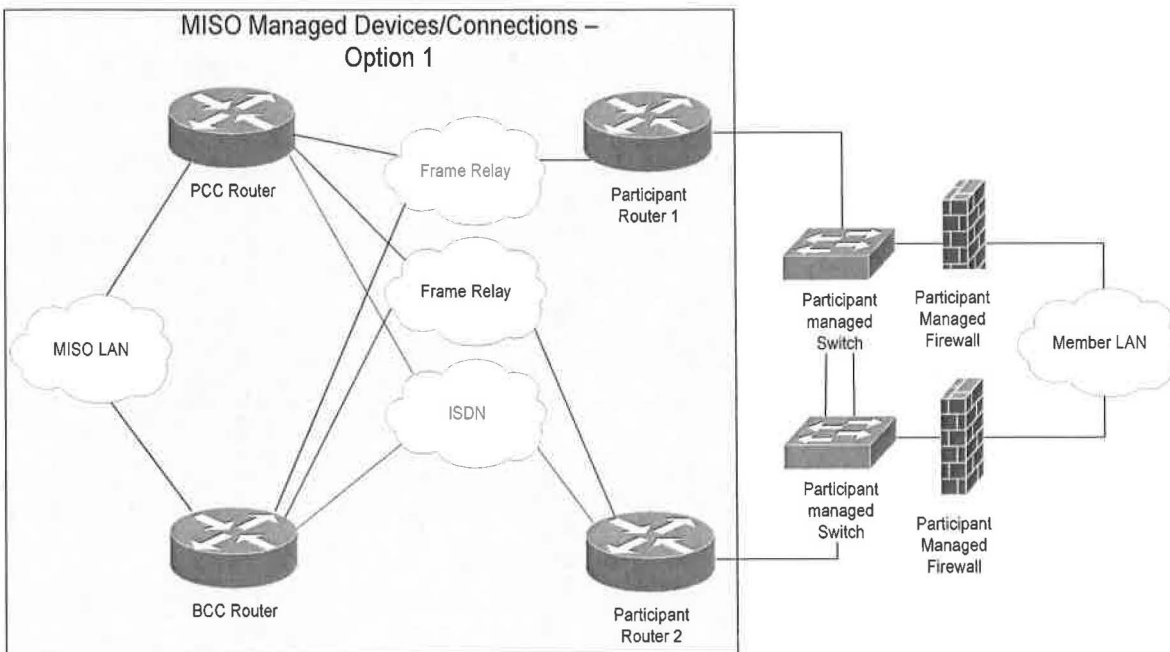
Description of Services and Approach: The following Equipment and Related Services will be provided to Member by MISO pursuant to this SOW:

Equipment/Circuits. One/Two data circuits at Member's primary/ backup control center. Each of this will be a MPLS circuit with connections to MISO's primary control center and backup control centers. One/Two Cisco 2901 routers - MISO managed, and a Dial-Up Out of Band Management device with a POTS line – MISO managed. The size of this data circuit will be determined based on estimated data volumes.

MISO WAN configurations options

demand

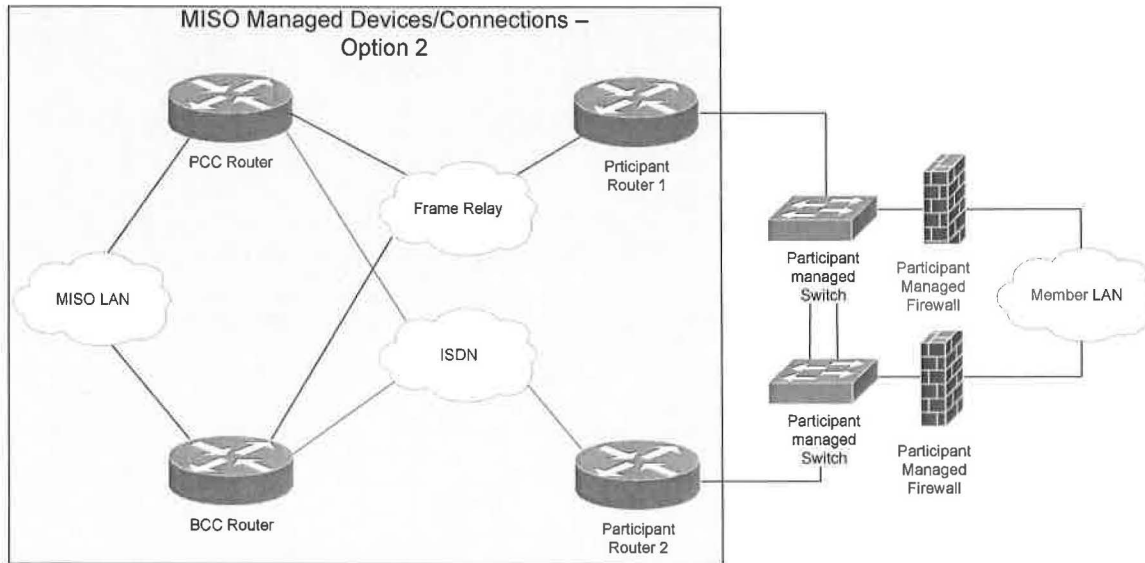
| <----- MISO managed network -----> | <----- Participant managed ---> |





demand

| <----- MISO managed network -----> | <---- Participant managed ----> |



Related Services. Above equipment is provided through MISO's Wide-Area Network (WAN) contract with Vendor for connectivity to the MISO's primary and backup sites.

Location of the primary control center for the termination point for the MISO WAN:

<i>ADDRESS1</i>		
<i>ADDRESS2</i>		
<i>CITY</i>	<i>State</i>	<i>ZIP</i>
<i>ONSITE CONTACT</i>	<i>Title</i>	<i>Phone #</i>

Location of the backup control center for the termination point for the MISO WAN. If ICCP capability doesn't exist at the backup control center, leave blank:

<i>ADDRESS1</i>		
<i>ADDRESS2</i>		
<i>CITY</i>	<i>State</i>	<i>ZIP</i>
<i>ONSITE CONTACT</i>	<i>Title</i>	<i>Phone #</i>

Period of Performance: Implementation of this connectivity is estimated to take approximately three months from the date this SOW is signed by both Parties. The period of performance for this SOW is, therefore, estimated to be from \_\_\_\_\_, 201\_\_ to \_\_\_\_\_, 201\_\_.

Project Managers: The Project Mangers under this SOW for each Party are as follows:

MISO: Doug Barrett

Member Site Contact: \_\_\_\_\_

:

**Accepted and agreed to:**

Midwest Independent Transmission  
System Operator, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Accepted and agreed to:**

[Insert Member Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_