AGENDA

Board of Mayor and Aldermen
September 1, 2026 Regular Meeting @ 6:00 PM

- Call meeting to order.
- Determine quorum.
- Prayer by Pastor Randy Berg.
- Pledge of Allegiance by Alderman Haas

ORDER OF BUSINESS

1. Approve Minutes: July 30, 2026 Workshop, August 4, 2026 Public Hearing, and August 4, 2026 Regular Meeting.

2. Presentations:
   A. Certificate of Recognition - Katie Ferguson.
   B. Certificates of Appreciation: County Commissioner Laura Davidson, Sheriff Mike Fitzhugh, Circuit Court Clerk Melissa Harrell and County Mayor Joe Carr.
   C. Letter of Commendation - Officer Joshua Hodges.

3. Public Comment Period.

4. Department Reports:
   A. Police Department
   B. Fire Department
   C. Parks & Recreation Department
   D. Library
   E. Finance Department
   F. Water Treatment Plant

OLD BUSINESS

5. First Reading - **Ordinance #2026-14** - An Ordinance to Amend Title 10 of the La Vergne Municipal Code by Adding a New Chapter Regulating the Keeping of Domestic Fowl. (This received a favorable recommendation from the Planning Commission on July 28, 2026.)

6. Second Reading - **Ordinance #2026-15** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 17G, Group A, Parcels 11, 12, 13, 14, 15). Property Consists of Approximately 2.74 Acres. Property Located on Rocky Tock Street. Current Zoning District: R-1 (Single Family Residential); Proposed Zoning District: CC (Central Commercial) Zoning District. (This received a favorable recommendation from the Planning Commission on June 30, 2026. A public hearing was held on August 4, 2026.)

7. Second Reading - **Ordinance #2026-16** - An Ordinance to Amend the Fiscal Year 2026-2027 Water and Sewer Fund Budget.

8. Motion to Approve Agreement with Blue Line Solutions, LLC for School Zone Automated Photo Enforcement Services.

CONSENT AGENDA **(All items under the Consent Agenda are deemed to be non-controversial and routine in nature by the governing body. They will be approved by one motion of the governing body. The items on the Consent Agenda will not be discussed.)**

9. Consent Agenda Items:
   - A. Approve or Reject City Bids and Purchases:
     1. Bid - Pavement Markings.
     2. Sole Source Purchase - Technical Rescue Tool Appliances for the Fire Department.
     3. State Contract Pricing - Approve The Verizon Wireless 2026 State of Tennessee Contract.
     4. OMNIA Contract Purchase - Brookside Park Playground Equipment.
   - B. Approve Contract with the Regional Transportation Authority for the Provision of Commuter Bus Service for Fiscal Year 2026-2027.
   - C. Approve an Intergovernmental Agreement with the Metropolitan Government of Nashville and Davidson County, Acting by and Through the Metropolitan Police Department for the Distribution of Certain Funds Granted by the State of Tennessee Pursuant to Grant Contract #49530 for Internet Crimes Against Children (ICAC) Investigations.
   - D. Approve Final Change Order #3 with W&O Construction Company, Inc. for the Water System SCADA Upgrades Project.
   - E. Approve Resurfacing of the Mankin Park Walking Trail.
   - F. Approve the Cybersecurity Response Plan for The City of La Vergne.

NEW BUSINESS

10. First Reading - **Ordinance #2026-17** - An Ordinance to Amend Chapters 4 and 5 of the La Vergne Zoning Ordinance Regarding Planning Areas and Development Standards. (Received a favorable recommendation from the Planning Commission on July 28, 2026. A public hearing will be held at 5:45 p.m. on October 6, 2026.)

11. **Resolution #2026-26** - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.

12. Appoint or Remove Board / Committee Members:
    - A. Planning Commission. (One term is vacant.)

MAYOR / ALDERMEN COMMENTS

ADJOURN

MINUTES OF THE REGULAR WORKSHOP OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON JULY 30, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The July 30, 2026 regular workshop of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:32 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

Members present: Mayor Jason Cole, Vice-Mayor Steve Noe, Alderman Graeme Coates, Alderman Kara Hobbs, and Alderman Carol Haas.

Mayor Cole stated that he would lead the prayer and that Vice-Mayor Noe would lead the Pledge of Allegiance at the Regular Meeting on August 4, 2026.

ORDER OF BUSINESS

1. **Approve Minutes: July 2, 2026 Workshop, July 7, 2026 Public Hearing, and July 7, 2026 Regular Meeting.**

No action was taken.

2. **Presentations:**
   - **A. Presentation – Ryan LeMasters – CEO Stonecrest.** This presentation will be given at the August 4, 2026 Regular Meeting.

3. **Public Comment Period.**

No one spoke.

4. **Department Reports:**
   - **A. Police Department.**
   - **B. Fire Department.**
   - **C. Parks & Recreation Department.**
   - **D. Library.**
   - **E. Finance Department.**
   - **F. Water Treatment Plant.**

Department reports will be given at the August 4, 2026 Regular Meeting. No action was taken.

OLD BUSINESS

5. Second Reading - Ordinance #2026-12 - An Ordinance to Amend Title 12, Chapter 6, Section 12-602 of the La Vergne Municipal Code Regarding the Residential Code.

Mayor Cole explained the ordinance. No action was taken.

6. Second Reading - Ordinance #2026-13 - An Ordinance to Amend the Fiscal Year 2026-2027 General Fund Budget.

Mayor Cole explained the ordinance. No action was taken.

CONSENT AGENDA

7. Consent Agenda Items:

- **A. Approve or Reject City Bids and Purchases:**
  1. **University of Tennessee Contract Purchase - Equipment and Installation Services with Truckers Lighthouse for Four (4) Police Vehicles.**
  2. **OMNIA Partners Contract Purchase - Police Vehicle In-Car Video System, Laptop Computer, and Accessory Equipment Purchase from Insight for Four (4) Police Vehicles.**
  3. **Sourcewell Contract Purchase - Renewal of the First Due Software Platform for the Fire Department.**
  4. **Emergency Purchase - Ratify Sourcewell Contract Purchase - Network Equipment For Police Department.**
- **B. Approve Open-End (Equity) Lease Rate Quotes with Enterprise Fleet Management for FY 2026-2027 Vehicles in the Engineering, Fire and Water Departments.**
- **C. Approve Street Paving and Striping for Fiscal Year 2026-2027.**
- **D. Approve Engineering Services Agreement with Griggs & Maloney for Water System Fire Hydrant Modeling.**
- **E. Approve Memorandum of Understanding with Motlow State Community College for Advanced Emergency Medical Technician Training.**
- **F. Approve a Contract to Audit Accounts from Blankenship CPA Group, PLLC for Fiscal Year 2025-2026.**
- **G. Approve Agreement with Blue Line Solutions, LLC for School Zone Automated Photo Enforcement Services.**
- **H. Approve Contract with LJA Engineering, Inc, for the Preparation of a Sewer Master Plan for the City of La Vergne.**
- **I. Approve Change Order #3 with Avenue Grading dba Barlow, Inc. for Waldron Road Sewer Assessment Zone.**
- **J. Approve Professional Services Agreement and Scope of Work with NaviRetail, Inc. for Economic Development Services.**

K. **Approve Agreement with Placer Labs, Inc. for Economic Development Services.**
L. **Approve Agreement with Sytes, LLC for Tenant Marketplace Expansion Services.**
M. **Approve Agreement with RA Cohan for Economic Development Services.**

Mayor Cole explained each item. A discussion ensued regarding the agreement with Blue Line Solutions, LLC and changes that needed to be made to the agreement. Mayor Cole requested that this item be moved from the consent agenda to new business. No action was taken.

NEW BUSINESS

8. Resolution #2026-23 - A Resolution to Adopt Policies and Procedures Relating to the Consideration of Petitions for the Creation of Real Estate Infrastructure Development Districts.

Mayor Cole explained the resolution, a discussion ensued and staff was requested to include language in the policy that developers would have at least one meeting with residents. No action was taken.

9. Resolution #2026-24 - A Resolution to Approve a Land Acquisition Policy Revision for the Blair Road West Project.

Mayor Cole explained the resolution. No action was taken.

10. Resolution #2026-25 - A Resolution to Accept a Donation of a Utility Easement Dedication along Mason Circle.

Mayor Cole explained the resolution. No action was taken

11. First Reading - Ordinance #2026-15 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 17G, Group A, Parcels 11, 12, 13, 14, 15). Property Consists of Approximately 2.74 Acres. Property Located on Rocky Tock Street. Current Zoning District: R-1 (Single Family Residential); Proposed Zoning District: CC (Central Commercial) Zoning District. (This received a favorable recommendation from the Planning Commission on June 30, 2026. A public hearing will be held on Tuesday, August 4, 2026 at 5:45 p.m.).

Mayor Cole explained the ordinance. No action was taken.

12. First Reading - Ordinance #2026-16 - An Ordinance to Amend the Fiscal Year 2026-2027 Water and Sewer Fund Budget.

Mayor Cole explained the ordinance. No action was taken.

MAYOR / ALDERMEN COMMENTS

Alderman Haas expressed her thanks to the community for donations to toy drive.

Vice-Mayor Noe thanked the police and fire departments for their support with the toy drive and stated that in October the senior center would be having a yard sale.

Mayor Cole wished farewell to Mara at the library, and thanked Ms. Katie Ferguson, the manager at Sonic for all the work she has done in helping with the toy drive.

ADJOURNMENT

There being no further business, Mayor Cole declared the workshop adjourned at 6:30 p.m.

_____
Mayor

_____
City Recorder

Approved: _____

MINUTES OF THE PUBLIC HEARING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON AUGUST 4, 2026 AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

Call to Order

The August 4, 2026 Public Hearing of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 5:45 p.m. at La Vergne City Hall by Mayor Jason Cole.

Board Members Present

Members present: Mayor Jason Cole, Vice-Mayor Steve Noe, Alderman Carol Haas, Alderman Kara Hobbs, and Alderman Graeme Coates.

ORDER OF BUSINESS

1. **Ordinance #2026-15 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 17G, Group A, Parcels 11, 12, 13, 14, 15). Property Consists of Approximately 2.74 Acres. Property Located on Rocky Tock Street. Current Zoning District: R-1 (Single Family Residential); Proposed Zoning District: CC (Central Commercial) Zoning District. (This received a favorable recommendation from the Planning Commission on June 30, 2026.)**

No one spoke. The public hearing for this item was declared closed.

ADJOURNMENT

Mayor Cole declared the public hearing adjourned at 5:46 p.m.

_____
Mayor

_____
City Recorder

Approved: _____

MINUTES OF THE REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE HELD ON AUGUST 4, 2026, AT LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.

CALL TO ORDER

The August 4, 2026 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 6:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

Members present: Mayor Jason Cole, Vice-Mayor Steve Noe, Alderman Graeme Coates, Alderman Kara Hobbs, and Alderman Carol Haas.

A prayer was led by Mayor Cole and the Pledge of Allegiance was led by Vice-Mayor Noe.

ORDER OF BUSINESS

1. Approve Minutes: July 2, 2026 Workshop, July 7, 2026 Public Hearing, and July 7, 2026 Regular Meeting.

A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to approve the minutes of the July 2, 2026 Workshop, the July 7, 2026 Public Hearing, and the July 7, 2026 Regular Meeting, was adopted with all voting AYE.

2. Presentations:

A. Presentation – Ryan LeMasters – COO Stonecrest.
Mr. LeMasters gave his presentation.

3. Public Comment Period.

No one spoke.

4. Department Reports:

A. Police Department. Chief Chris Moews gave the report for the Police Department.

B. Fire Department. Deputy Chief Nick Matthews gave the report for the Fire Department.

C. Parks & Recreation Department. Mr. David McGowan gave the report for

the Parks and Recreation Department.

D. **Library.** Ms. Donna Bebout gave her report for the Library.

E. **Finance Department.** Ms. Danielle Brown gave the report for the Finance Department.

F. **Water Treatment Plant.** Mr. Danny Campbell gave the report for the Water Treatment Plant.

OLD BUSINESS

5. Second Reading - Ordinance #2026-12 - An Ordinance to Amend Title 12, Chapter 6, Section 12-602 of the La Vergne Municipal Code Regarding the Residential Code.

A motion, made by Mayor Cole, seconded by Alderman Haas, to approve Ordinance #2026-12 on second reading, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

6. Second Reading - Ordinance #2026-13 - An Ordinance to Amend the Fiscal Year 2026-2027 General Fund Budget.

A motion, made by Alderman Haas, seconded by Alderman Coates, to approve Ordinance #2026-13, on second reading, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

CONSENT AGENDA

7. Consent Agenda Items:

A. Approve or Reject City Bids and Purchases:

1. University of Tennessee Contract Purchase - Equipment and Installation Services with Truckers Lighthouse for Four (4) Police

Vehicles.

2. **OMNIA Partners Contract Purchase - Police Vehicle In-Car Video System, Laptop Computer, and Accessory Equipment Purchase from Insight for Four (4) Police Vehicles.**
3. **Sourcewell Contract Purchase - Renewal of the First Due Software Platform for the Fire Department.**
4. **Emergency Purchase - Ratify Sourcewell Contract Purchase - Network Equipment For Police Department.**

B. **Approve Open-End (Equity) Lease Rate Quotes with Enterprise Fleet Management for FY 2026-2027 Vehicles in the Engineering, Fire and Water Departments.**
C. **Approve Street Paving and Striping for Fiscal Year 2026-2027.**
D. **Approve Engineering Services Agreement with Griggs & Maloney for Water System Fire Hydrant Modeling.**
E. **Approve Memorandum of Understanding with Motlow State Community College for Advanced Emergency Medical Technician Training.**
F. **Approve a Contract to Audit Accounts from Blankenship CPA Group, PLLC for Fiscal Year 2025-2026.**
G. **Approve Contract with LJA Engineering, Inc, for the Preparation of a Sewer Master Plan for the City of La Vergne.**
H. **Approve Change Order #3 with Avenue Grading dba Barlow, Inc. for Waldron Road Sewer Assessment Zone.**
I. **Approve Professional Services Agreement and Scope of Work with NaviRetail, Inc. for Economic Development Services.**
J. **Approve Agreement with Placer Labs, Inc. for Economic Development Services.**
K. **Approve Agreement with Sytes, LLC for Tenant Marketplace Expansion Services.**
L. **Approve Agreement with RA Cohan for Economic Development Services.**

A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to approve the consent agenda as recommended, was adopted with all voting AYE.

NEW BUSINESS

8. **Resolution #2026-23 - A Resolution to Adopt Policies and Procedures Relating to the Consideration of Petitions for the Creation of Real Estate Infrastructure Development Districts.**

A motion, made by Mayor Cole, seconded by Alderman Coates, to approve Resolution #2026-23, was adopted following a roll-call vote.

Alderman Hobbs	NO
Alderman Coates	AYE

Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

9. Resolution #2026-24 - A Resolution to Approve a Land Acquisition Policy Revision for the Blair Road West Project.

A motion, made by Alderman Coates, seconded by Mayor, to approve Resolution #2026-24, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

10. Resolution #2026-25 - A Resolution to Accept a Donation of a Utility Easement Dedication along Mason Circle.

A motion, made by Mayor Cole, seconded by Vice-Mayor Noe, to approve Resolution #2026-25, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Coates	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

11. First Reading - Ordinance #2026-15 - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 17G, Group A, Parcels 11, 12, 13, 14, 15). Property Consists of Approximately 2.74 Acres. Property Located on Rocky Tock Street. Current Zoning District: R-1 (Single Family Residential); Proposed Zoning District: CC (Central Commercial) Zoning District. (This received a favorable recommendation from the Planning Commission on June 30, 2026. A public hearing will be held on Tuesday, August 4, 2026 at 5:45 p.m.).

A motion was made by Mayor Cole, seconded by Noe, to approve Ordinance #2026-15 on first reading.

Vice-Mayor Noe asked about parking access. A discussion ensued

The motion was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

12. First Reading - Ordinance #2026-16 - An Ordinance to Amend the Fiscal Year 2026-2027 Water and Sewer Fund Budget.

A motion, made by Alderman Haas, seconded by Alderman Hobbs, to approve Ordinance #2026-16 on first reading, was adopted following a roll-call vote.

Alderman Hobbs	AYE
Alderman Coates	AYE
Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

.

13. Motion To Approve Agreement with Blue Line Solutions, LLC for School Zone Automated Photo Enforcement Services.

City Attorney Evan Cope stated the best option is to defer the item since there are still some items to discuss with Blue Line Solutions.

A motion was made by Mayor Cole, seconded by Vice-Mayor Noe, to defer the agreement with Blue Line Solutions, LLC for School Zone Automated Photo Enforcement Services.

Mayor Cole asked City Attorney Cope to ask Blue Line Solutions if the State passes a law that the City cannot enforce the photo enforcement, we would get out of the contract at no charge. A discussion ensued.

The motion was approved with all voting AYE.

MAYOR / ALDERMEN COMMENTS

Alderman Hobbs stated she was looking forward to the Howl at the Moon 5K. She wished Mrs. Donna well on her retirement next year.

Alderman Haas reminded everyone about the Howl at the Moon 5K coming up. She asked everyone to stay safe in the heat.

Vice-Mayor Noe asked for prayers for his grandson who is having surgery soon. He

reminded everyone about the Senior Center cookout with the Police Department on September 1, 2026. He asked everyone to vote tomorrow.

Mayor Cole reminded everyone to vote and where the open polls will be. He reminded everyone about the Howl at the Moon 5K race coming up.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 6:37 p.m.

_____
Mayor

_____
City Recorder

Approved: _____

Community Safety and Department Activity Report

Date range: August 1 – August 27, 2026

PROFESSIONALISM INTEGRITY DUTY HONOR RESPECT ACCOUNTABILITY

CRIME:
AUGUST 2025 VS 2026

Crime Type	August 2025	August 2026	Change from 2025
Residential/Business Burglary	4	2	-50.0%
Vehicle Burglary	5	1	-80.0%
Motor Vehicle Theft	8	5	-37.5%
Robbery	2	0	-100.0%
Assaults (Including Domestic)	44	32	-27.3%
Domestic Verbal	19	11	-42.1%
Theft	14	16	+14.3%
Overdoses	2	1	-50.0%
Homicide	0	0	+0.0%

PROACTIVITY:
AUGUST 2025 VS AUGUST 2026

Area of Comparison	August 2025	August 2026	Change from 2025
Calls for Service	2,453	2,089	-14.8%
Traffic Stops	772	667	-13.6%
Citations/Warnings	397	308	-22.4%
Arrests	105	88	-16.2%
DUI Arrests	19	14	-26.3%
Drug Related Arrests	18	31	+72.2%
Recovered Stolen Vehicles	8	4	-50.0%

TRAFFIC:
AUGUST 2025 VS AUGUST 2026

Area of Comparison	August 2025	August 2026	Change from 2025
Crashes	67	66	**-1.5%**
Injury Crashes	17	9	**-47.1%**

TRAFFIC STOP ARREST

HOWL AT THE MOON

CHIC-FIL-A BACK TO SCHOOL EVENT

LA VERGNE FIRE DEPARTMENT

AUGUST INCIDENT SUMMARY

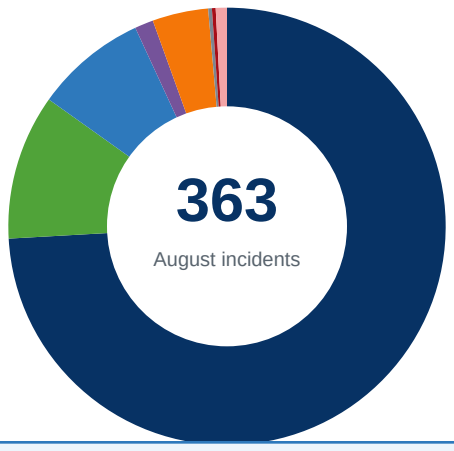
Monthly operational report | August 1 - August 31, 2026

2026

BIG PICTURE
AUGUST KPIs

- **363** August incidents
- **11.7** incidents per day
- **269** medical incidents
- **30** motor vehicle accidents

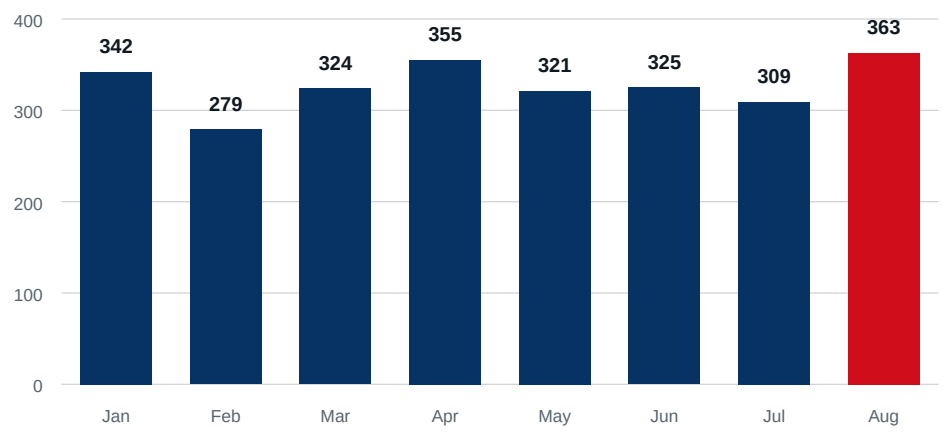
1 AUGUST INCIDENT MIX



Medical	269	(74.1%)
Fire Alarm	39	(10.7%)
MVA	30	(8.3%)
Haz-Mat	5	(1.4%)
Miscellaneous	15	(4.1%)
Structure Fire	1	(0.3%)
Vehicle Fire	1	(0.3%)
Grass Fire	3	(0.8%)

Medical incidents accounted for 74.1% of August's recorded incident workload.

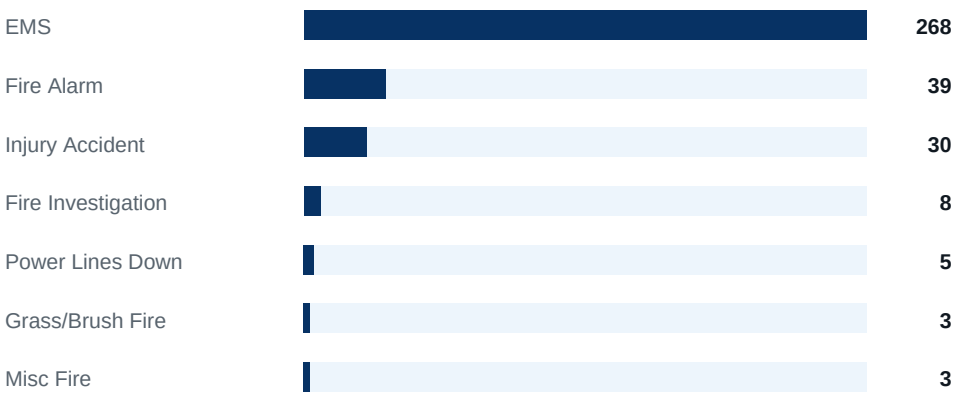
2 8-MONTH CALL TREND



August recorded 363 incidents, averaging 11.7 per day.

Volume was 17.5% higher than July.

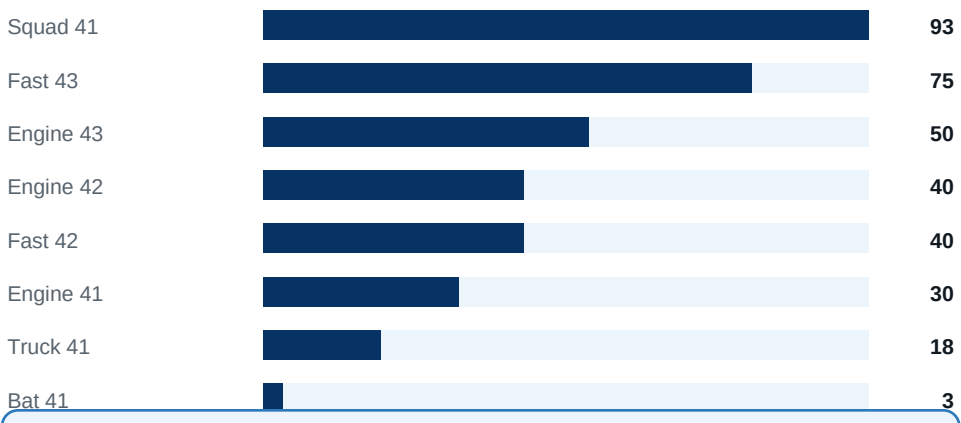
3 AUGUST DISPATCH TYPES



Raw dispatch labels from 363 August records.

EMS dispatches represented 73.8% of the file.

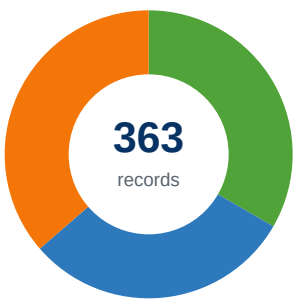
4 FIRST-ARRIVING UNITS



Squad 41 was first arriving on 93 records.

That equals 25.6% of the August dispatch file.

5 SHIFT DISTRIBUTION



- **A Shift** 121 — 33.3% of August file
- **B Shift** 110 — 30.3% of August file
- **C Shift** 132 — 36.4% of August file

6 PREVENTION ACTIVITY

54

August prevention activities

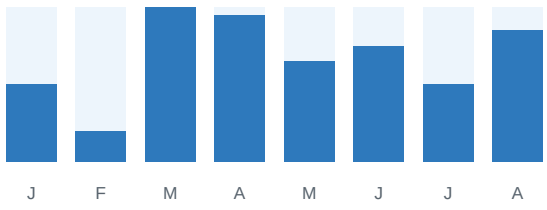
Inspections	21
Pre-Plans	26
CRR Events	7

Tracked separately from the 363 incidents

7 WATER USE

360,000

gallons used in August



OPERATIONAL ASSESSMENT

La Vergne Fire Department recorded 363 incidents during August, averaging 11.7 incidents per day. Medical calls remained the dominant workload with 269 incidents, or 74.1% of the recorded total, followed by 30 motor vehicle accidents and 39 fire alarms. Squad 41 was the most frequently recorded first-arriving unit, and C Shift carried the largest share of the August dispatch file. Department staff also completed 54 inspections, pre-plans, and community risk reduction activities tracked separately from incident responses.

Sources: August 2026 incident report export. Counts reflect the definitions and scope of the source.

La Vergne Parks & Recreation Dept
August 2026 Monthly Report

PROGRAM	FREQUENCY	ATTENDANCE	REVENUE
Multi-Purpose Bldg	9	1200	$1,200.00
Pavilions	7	300	$240.00
Fall Festival Vendor			$605.00
Fall Festival Sponsor			$1750.00
Howl at the Moon Reg			$990.00
Total Help Desk Ticket	99		
Man Hours	716.0		
TOTAL			$4,785.00

Past Events:

August 7, 2026- Foam Party in the Park

August 21, 2026- Howl at the Moon 5K

Upcoming Events:

September 12, 2026- Fall Festival & Parade

Upcoming Meetings:

September 21, 2026 - Parks and Recreation Advisory Committee Meeting -5:00 pm

La Vergne Public Library
August 2026

Circulation	3,114
eBooks / eAudios	439
Patrons added	79

September Happenings

- ***September is Library Card Sign-Up Month!***
  - Sign up for a library card to receive an opportunity to ***win one of our three Prize Baskets (Adult, Teen, or Child)***
    - **New Library Patrons only!**

- ***Labor Day Weekend***
  - Library **closed on Saturday, Sept. 5 – Monday, Sept. 7, 2026**
  - Resume regular hours on Tuesday, Sept. 8, 2026

- ***La Vergne Fall Festival***
  - Library **closed on Saturday, Sept. 12, 2026**
  - Join us under the library tent for the ***La Vergne Fall Festival*** at Veterans Memorial Park!
  - Resume regular hours on Monday, Sept. 14, 2026

- ***Strings 'n Things*** **– Adult Craft / ages 18+ only**
  - **Monday, Sept. 14, 2026, at 5:00 pm**
  - "Kindness Makes Us Bloom"
  - Sign-Up at the circulation desk

- ***Dungeons & Dragons*** **– Tweens / ages 10 – 12 only**
  - **Tuesday, Sept. 15, 2026**
  - Sign-Up at the circulation desk

- ***Vinyl Club Listening Party*** **/ ages 18+ only**
  - **Monday, Sept. 28, 2026 @ 5:00 pm**
  - Join us for a relaxed listening party featuring classic vinyl records, great music, and good conversations!
  - ***Stevie Wonder's Songs in the Key of Life*** **50th Anniversary!**

September Events

- ***Fall Session Storytimes begin September 14***
    - Homeschool Explorers / ages Kindergarten – 4th Grade
      Mondays @ 10:00 am
    - Books and Babies / ages Birth – 36 months
      Tuesdays @ 10:00 am
    - Little Learners / Pre-school age Children
      Wednesdays @ 10:00 am

- ***The Village Gathering***
    - ***Friday, September 25 @ 10:00 am***
    - A new monthly program for parents, caregivers, and families to connect, share experiences, and build community.

      This group is a chance to meet other families, make friends, swap ideas and resources, talk through everyday challenges, and celebrate the ups and downs of life.

      Each meet-up is casual with no formal program.

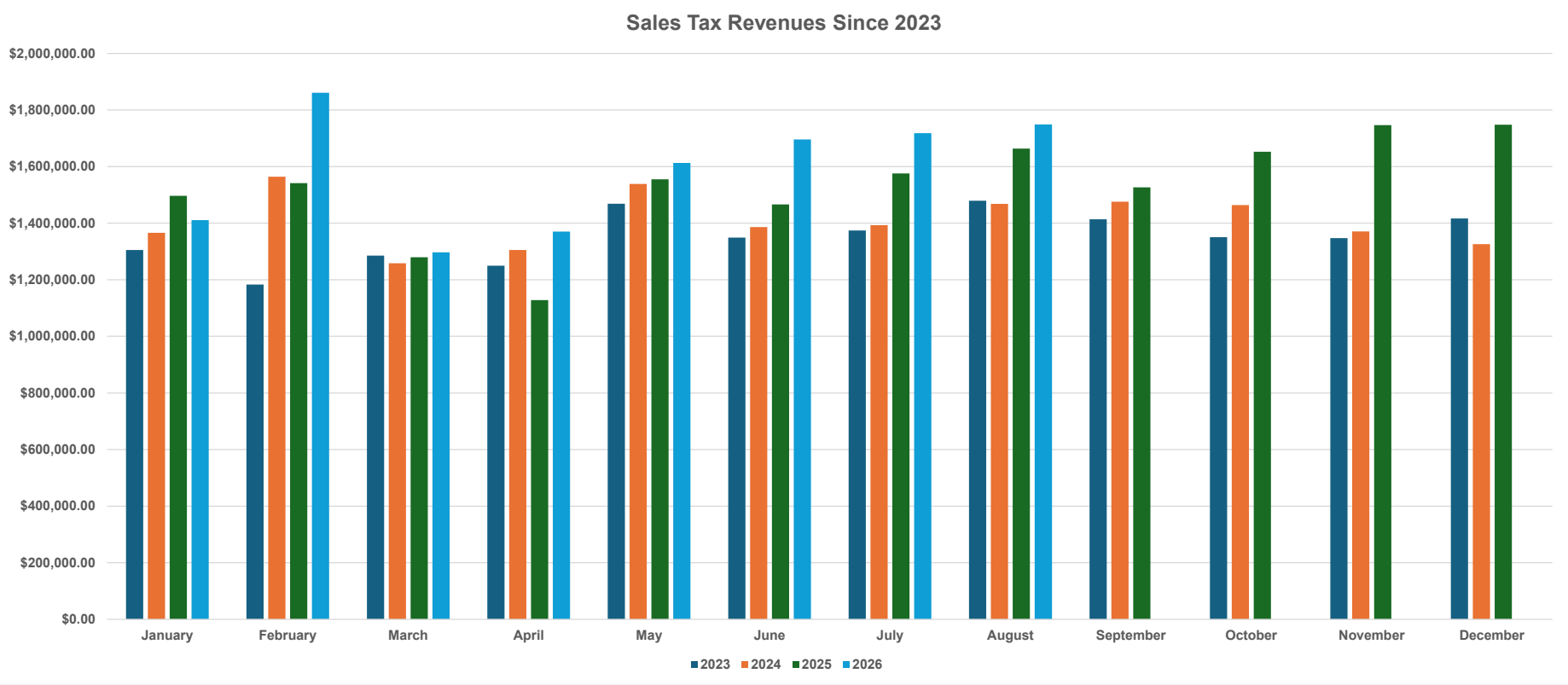
      Children of all ages are welcome! There will be toys and activities available for playing while grown-ups visit and make connections.

      Come as you are, connect with your community, and remember – you don't have to do it alone.

Sometimes – it takes a village!

CITY OF LA VERGNE
FINANCIAL SUMMARY
August 31, 2026

	CASH IN BANKS AND INVESTED	**Balance**
110	GENERAL FUND	$ 22,892,786.68
110	GENERAL FUND BOND PROCEEDS	$ 33,170,607.67
121	STATE STREET AID FUND	$ 1,848,341.24
130	SENIOR CITIZENS FUND	$ 222,262.17
127	SPECIAL REVENUE FUND (DRUG FUND)	$ 476,665.18
154	EQUITABLE SHARING FUND	$ 438,284.52
155	STORM WATER MANAGEMENT	$ 2,556,596.75
312	CAPITAL PROJECT FUND (HIGHWAYS & STREETS)	$ 1,861,196.39
314	CAPITAL PROJECT FUND (PARKS & RECREATION)	$ 1,846,217.51
321	POLICE IMPACT FUND	$ 1,123,579.08
322	FIRE IMPACT FUND	$ 302,668.17
413	WATER & SEWER FUND	$ 22,062,322.72
413	WATER & SEWER CONSTRUCTION FUND	$ 20,000,586.12
512	INTERNAL SERVICE FUND (EMPLOYEE BENEFITS)	$ 286,712.59
	TOTAL	**$ 109,088,826.79**



	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average/Month
2023	$1,305,181.75	$1,183,113.71	$1,285,191.12	$1,249,905.39	$1,468,722.69	$1,349,107.75	$1,374,090.60	$1,479,362.83	$1,413,578.25	$1,350,335.74	$1,347,331.03	$1,416,506.72	$16,222,428	$1,351,868.97
2024	$1,365,779.83	$1,564,265.12	$1,258,172.39	$1,305,372.56	$1,538,739.47	$1,386,228.05	$1,393,188.28	$1,468,157.11	$1,475,882.54	$1,464,073.69	$1,370,626.21	$1,325,855.40	$16,916,341	$1,409,695.05
2025	$1,496,669.55	$1,541,383.33	$1,279,805.25	$1,128,035.87	$1,555,047.77	$1,466,114.00	$1,576,059.45	$1,663,672.63	$1,526,850.29	$1,652,672.18	$1,746,643.62	$1,748,203.17	$18,381,157	$1,531,763.09
2026	$1,410,759.40	$1,861,025.02	$1,297,092.55	$1,370,518.07	$1,613,149.75	$1,695,768.11	$1,718,394.77	$1,748,996.17					$12,715,704	$1,589,462.98

700 Bon Aqua Drive
La Vergne, TN, 37086
615.793.6536

City of La Vergne, TN

August Monthly Report

September 1st, 2026

700 Bon Aqua Drive
La Vergne, TN, 37086
615.793.6536

September 1st, 2026

Mr. Bruce Richardson
City of La Vergne Administrator
5093 Murfreesboro Road
La Vergne TN 37086

Dear Mr. Richardson:

Inframark is pleased to submit the August 2026 Operating Service Monthly Report. This report contains a comprehensive description of our Operation and Maintenance Services for the month.

Thank you for the opportunity to provide Operations and Maintenance Service to the City of La Vergne. To ensure we are providing material that is of value to you, please provide any questions or comments to me regarding this report.

Sincerely,

Daniel Campbell

Daniel Campbell

Area Manager

Inframark

Executive Summary

During the month of August 2026, the La Vergne water treatment plant treated 144.118 million gallons of J. Percy Priest Lake water and delivered 115.647 million gallons. That equates to an average of 4.649 million gallons per day treated and 3.731 million gallons per day delivered to the community.

The SCADA project continued to be worked on through the month of August. Assistance was needed so the SCADA data could be collected for its use to generate the monthly operating report that is submitted to TDEC every month. There was also chemical pump communication issues, and issues with trends and alarms that needed to be fixed on SCADA. Those issues have been resolved.

Lead and Copper sample collection continued through the month of August. TDEC requires the water system to collect 30 samples for analysis every 3 years to meet compliance. As of the end of August, all 30 samples were collected and submitted to the laboratory for analysis. Once the analysis reports of the submitted samples are received, the customer's individual results reports will be mailed to them. After the results reports are mailed out, the Lead and Copper sampling requirement will be met for this sampling period.

The air scour line for Filter #2 was repaired in the month of August. During the air scour stage of the backwash procedure, there was bubbling of air near the line that did not allow for an even distribution of air to lift the media. Inframark staff took the filter out of service, drained out the water, disinfected all materials entering the filter and repaired a coupling that had come apart on the air line, which caused the leak. Once staff made the repair, the filter was disinfected per AWWA guidelines, passed bacteriological sampling and was placed back in service.

Inframark's annual flushing program began on June 23rd. In the month of August, Inframark flushed 173 hydrants and 22 blowoffs (30.14%) for a total of 1,375,000 gallons. Inframark flushed a total of 410 hydrants and 31 blowoffs (74.74%) for a total of 4,144,910 gallons.

Inframark remained fully staffed in the month of August.

On the Radar

Working with Inframark A&I, the City of La Vergne, and Griggs & Maloney on the SCADA upgrade Project

Installation of new tube and plate settlers in pulsators

Operations

Compliance:

- What is the monthly compliance reporting? We send about 23 pages of data that have been collected by our operators and SCADA system. These reports comprise of over 50,000 points of data that is compiled into a report that is sent to the state every month called the "Monthly Operating Report" (MOR). This report is a representation of how well the plant operated during the prior month.
- Monthly Compliance reporting for July 2026 is being compiled and will be submitted to TDEC no later than August 10th, 2026.
- Fluoride was sampled in the month of August. This sample is taken at one of the four sampling sites on a quarterly basis. The results for this quarter were 0.885ppm. The maximum contaminant level for Fluoride is 4.0ppm.
- Disinfection by Products were sampled in the month of August. There are four sites sampled on a quarterly basis. The average among all four samples for Total Trihalomethanes samples was 54.58ppb, with a high of 66.8ppb. The maximum contaminant level is 80ppb. The average among all four samples for Total Halo Acidic Acids was 30.25ppb, with a high of 42.1ppb. The maximum contaminant level is 60ppb.
- Total Organic Carbon (TOC) percent removal for August 2026 was 57.53%; the requirement is 25%. That is 2.30 times more removal than required by state and federal regulations.
- Every month we are required by state regulations to collect and analyze a minimum of 40 bacteriological samples per our state approved sampling site plan. In August, we collected 40 samples. Of the 40 compliance samples, we had 0 total coliform positive samples. The system remains in compliance.

Plant Operations:

- The plant is currently treating 4.2 – 5.2 MGD through the plant
- Water quality has allowed plant operations to remain consistent.
- Lead and Copper sample collection completed and submitted to Pace
- Filters have been getting shorter filter runs in August; backwash process was adjusted to assist in remedying this issue
- Filter #2 was out of service for 5 days to meet the requirements of TDEC and AWWA after repairing the air scour line
- Discussed cyber security with City and how Inframark can assist
- QC on sample vessels for bacteriological sampling completed
- Quarterly PFAS samples collected in month of August
- Process and chemical pumps were rotated to optimize efficiency of treatment process

Flushing:

Inframark's annual flushing program began on June 23rd. In the month of August, Inframark flushed 173 hydrants and 22 blowoffs (30.14%) for a total of 1,375,000 gallons. Inframark flushed a total of 410 hydrants and 31 blowoffs (74.74%) for a total of 4,144,910 gallons.

Cross Connection Program:

- The following table shows what was completed in August:

Monthly Cross Connection Report 8/1/26 to 8/31/26			
	Number Scheduled	Number Completed	Number Scheduled Next Month
Devices Tested	118	121	77
Re-survey's	25	25	25

Maintenance & Repair

- Repaired leak on Bleach Pump #3
- Power supply on polymer skid stopped working; replaced with new power supply
- Filter #2 taken out of service to repair air scour line; rubber coupling came off; coupling repaired; filter disinfected per TDEC guidelines, then placed back in service
- Light in carbon room went out; light was repositioned and replaced with new light
- Assisted Griggs & Maloney with Asset Management Plan
- Service water line on polymer skid was broken; repaired and placed back in service
- Polymer auger clogged and not feeding correctly; taken apart and cleaned; placed back in service
- Installed new actuator on blowdown valve for pulsator #4
- Cleaning of the plant

Customer Service

In August, we had two (2) customer complaints; both for low water pressure. For the first low water pressure complaint, the customer's pressure was 90psi at the outside hose bibb. The customer was advised that the issue could be the pressure regulating valve or the water heater needing to be flushed and a plumber would need to be contacted for further assistance. For the second low water pressure complaint, the customer's pressure was measured at 55psi. The customer was advised to contact a plumber to adjust/repair their pressure regulating valve.

For all complaints, water plant staff either arrived on site or communicated with the customer, assessed the situation, and a follow-up call was given (if needed) to each customer to see if the issue had been resolved. No further issues remain.

Financial Update

Caps	**Month**	**Month Total**	**Monthly Budget**	**Remaining Balance**
Maintenance Cap**	August	$2,094.00	$13,452.50	$45,224.43

**The maintenance cap number for August is an estimate based upon forecasting. This number will be updated after month close.

Health & Safety

Health and Safety Report for the month of August 2026.

- We have gone 6,500 days (17.81 years) without a recordable or time lost injury.
- Inframark's Safety Topics for this month was Incident Reporting and Workplace Harassment Prevention.
- There were no safety issues in the month of August.

Personnel

Inframark remained fully staffed in the month of August.

Community Involvement

- We will do a drinking water analysis as a courtesy at the customer's request. Please call (615) 793-6536 to schedule an appointment.

Appendix

Document	Page
August 2026 Monthly Summary	6
Organization Chart	7
Equipment Status Report	8 – 11

City of La Vergne
Water Treatment Plant
INFRAMARK, LLC

Monthly Summary
August 2026

Parameter	Standard	2025	2026*
Vol. Processed (Million gal.)		142.332	144.118
Vol. Delivered (Million gal.)		126.278	115.647
PALL Raw Filtrate (Million gal.)		0.000	0.000
PALL Finished Filtrate (Million gal.)		0.000	0.000
Average Day Finished Flow	MGD	4.073	3.731
Maximum Day Finished Flow	MGD	4.621	4.389
Minimum Day Finished Flow	MGD	3.405	3.231
CFE Water Turbidity (Avg)	<0.3 NTU	0.07	0.09
CFE Water Turbidity (Max)	<0.3 NTU	0.33	0.1
Raw turbidity (Max)	N/A	12.20	2.75
Iron (Max Fin)	0.3 mg/L	0.08	0.04
Manganese (Max Fin)	0.05 mg/L	0.046	0.046
Fluoride (Max Fin)	2.0 mg/L	0.848	0.797
Total Coliform	< 5%	0%	0%
Chlorine Residual (Min Fin)	>0.2 mg/L	1.61	1.73

Chemicals Used	Purpose	Unit	2025	2026*
Sodium Hypochlorite	Disinfection	lbs.	4,587	4,129
Sodium Polyphosphate	Anti-Corrosive	lbs.	1,695	1,156
Fluorosilicic Acid	Fluoride	lbs.	751	992
Powdered Activated Carbon	Taste and Odor	lbs.	11,939	12,016
Potassium Permanganate	Oxidation	lbs.	4,227	2,013
Polymer	Blanket Aid	lbs.	714.46	850.04
Aluminum Chloride	Coagulation	lbs.	77,591	80,223

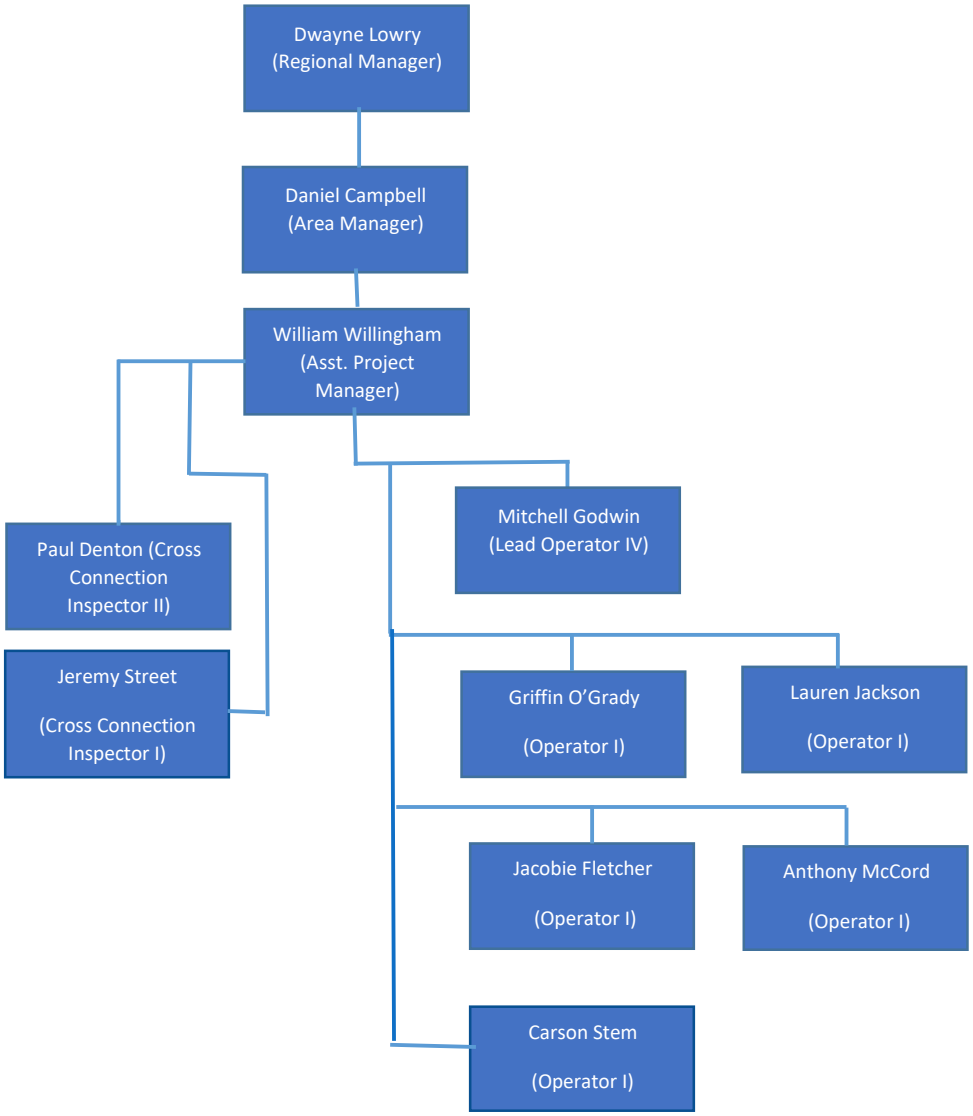
Flushing Program	
No. Flushing Sites	196
Approx. Gallons Used	1,388,000

Maintenance for August		
Maintenance Jan 2026 - Current	$	116,205.57
Annual Maintenance Cap	$	161,430.00
Remaining Balance	$	45,224.43

Membrane Unit (Million gallons)
Reclaimed

***(Totals are an estimate for August 2026)**

La Vergne Water Plant Organizational Chart



Equipment/Process Status Report

Report Month: August

Date Updated: 8/31/26

In Service Equipment = 155/152 = 100.00%

Prepared by: Daniel Campbell

Equipment is in service	
Equipment is in service but in need of repair	
Equipment is out of service	
Must be repaired within 1 week	H
Must be repaired within 6 months	M
Included as part of a capital improvement plan	L

Location/Process	Equipment	Condition	Repair Status	Criticality	Status
Intake/Influent	Intake Pump #1	In Service			
Intake/Influent	Intake Pump #2	In Service			
Intake/Influent	Intake Pump #3	In Service			
Intake/Influent	Raw water sample pump	In Service			
Intake/Influent	KMnO4 pump #1	In Service			
Intake/Influent	KMnO4 pump #2	In Service			
PLANT					
Old side/Influent	TOC Analyzer	In Service			
Outside/Influent	Raw water flow meter	In Service			
New side/Influent	Potassium Permanganate feeder	In Service			
New side/Influent	Polymer Pump #1	In Service			
New side/Influent	Polymer Pump #2	In Service			
New side/Influent	Polymer transfer pump	In Service			
New side/Influent	Polymer Mixing tank	In Service			
New side/Influent	Coagulant pump #1	In Service			
New side/Influent	Coagulant pump #2	In Service			
New side/Influent	Carbon Feeder	In Service			
New side/Influent	Carbon Feeder Motor	In Service			
New side/Influent	Air compressor	In Service			
Old side/Influent	Air compressor	In Service			
New side/Influent	Flash Mixer	In Service			
Old side/Influent	Flash Mixer	In Service			
New side/Influent	Superpulsator #3	In Service			
New side/Influent	Superpulsator #4	In Service			
Old side/Influent	Superpulsator #1	In Service			
Old side/Influent	Superpulsator #2	In Service			
Old side/Influent	Superpulator #1 Blowdown valve #1	In Service			
Old side/Influent	Superpulsator #1 blowdown valve #2	In Service			
Old side/Influent	Superpulator #2 Blowdown valve #1	In Service			
Old side/Influent	Superpulsator #2 Blowdown valve #2	In Service			
New side/Influent	Superpulator #3 Blowdown valve #1	In Service			

New side/Influent	Superpulsator #3 Blowdown valve #2	In Service			
New side/Influent	Superpulator #4 Blowdown valve #1	In Service			
New side/Influent	Superpulsator #4 Blowdown valve #2	In Service			
New side/Influent	Superpulsator Vacuum Pump #1	In Service			
New side/Influent	Superpulsator Vacuum Pump #2	In Service			
New side/Influent	Superpulsator Vacuum Pump Spare	In Service			
Old side/Influent	Superpulsator Vacuum Pump #1	In Service			
Old side/Influent	Superpulsator Vacuum Pump #2	In Service			
Old side/Influent	Superpulsator Vacuum Pump Spare	In Service			
New side/Influent	Filter Vacuum Pump #1	In Service			
New side/Influent	Filter Vacuum Pump #2	In Service			
Old side/Influent	Filter Vacuum Pump #1	In Service			
Old side/Influent	Filter Vacuum Pump #2	In Service			
New side/Influent	Greenleaf Filter #5	In Service			
New side/Influent	Greenleaf Filter #6	In Service			
New side/Influent	Greenleaf Filter #7	In Service			
New side/Influent	Greenleaf Filter #8	In Service			
Old side/Influent	Greenleaf Filter #1	In Service			
Old side/Influent	Greenleaf Filter #2	In Service			
Old side/Influent	Greenleaf Filter #3	In Service			
Old side/Influent	Greenleaf Filter #4	In Service			
Effluent	Turbidity Meter # 1	In Service			
Effluent	Turbidity Meter # 2	In Service			
Effluent	Turbidity Meter # 3	In Service			
Effluent	Turbidity Meter #4	In Service			
Effluent	Turbidity Meter #5	In Service			
Effluent	Turbidity Meter #6	In Service			
Effluent	Turbidity Meter #7	In Service			
Effluent	Turbidity Meter #8	In Service			
Old Side/Effluent	Turbidity Pump 1	In Service			
Old Side/Effluent	Turbidity Pump 2	In Service			
Old Side/Effluent	Turbidity Pump 3	In Service			
Old Side/Effluent	Turbidity Pump 4	In Service			
New Side/Effluent	Turbidity Pump 5	In Service			
New Side/Effluent	Turbidity Pump 6	In Service			
New Side/Effluent	Turbidity Pump 7	In Service			
New Side/Effluent	Turbidity Pump 8	In Service			
Old Side/Effluent	Combined Filter Effluent Pump	In Service			
Old Side/Effluent	Combined Filter Effluent Turbidimeter	In Service			
New Side/Effluent	Finished Turbidity Meter	In Service			
Old Side/Effluent	Backwash Valve #1	In Service			

Old Side/Effluent	Backwash Valve #2	In Service			
Old Side/Effluent	Backwash Valve #3	In Service			
Old Side/Effluent	Backwash Valve #4	In Service			
New Side/Effluent	Backwash Valve #5	In Service			
New Side/Effluent	Backwash Valve #6	In Service			
New Side/Effluent	Backwash Valve #7	In Service			
New Side/Effluent	Backwash Valve #8	In Service			
Old Side/Effluent	Rewash Valve #1	In Service			
Old Side/Effluent	Rewash Valve #2	In Service			
Old Side/Effluent	Rewash Valve #3	In Service			
Old Side/Effluent	Rewash Valve #4	In Service			
New Side/Effluent	Rewash Valve #5	In Service			
New Side/Effluent	Rewash Valve #6	In Service			
New Side/Effluent	Rewash Valve #7	In Service			
New Side/Effluent	Rewash Valve #8	In Service			
Old side/Influent	Supplemental backwash pump	In Service			
Old side/Influent	Bleach Pump #1	In Service			
Old side/Influent	Bleach Pump #2	In Service			
Old side/Influent	Bleach Pump #3	In Service			
Old side/Influent	Phosphate Pump #1	In Service			
Old side/Influent	Phosphate Pump #2	In Service			
Old side/Influent	Fluoride Pump #1	In Service			
Old side/Influent	Fluoride Pump #2	In Service			
New side/Influent	Spare Air Compressor #1	In Service			
New side/Influent	Spare Air Compressor #2	In Service			
New side/Influent	Spare Air Compressor #3	In Service			
Outside	WTP Emergency Generator	In Service			
Effluent	High Service Pump #1	In Service			
Effluent	High Service Pump #2	In Service			
Effluent	High Service Pump #3	In Service			
Effluent	High Service Pump #4	In Service			
Effluent	High Service Pump #5	In Service			
Effluent	Finished Flow Meter	In Service			
Effluent	CL17 - CFE	In Service			
Effluent	CL17 - FIN	In Service			
Effluent	High Service Valve #1	In Service			
Effluent	High Service Valve #2	In Service			
Effluent	High Service Valve #3	In Service			
Effluent	High Service Valve #4	In Service			
Effluent	High Service Valve #5	In Service			
Effluent	High Service Valve PLC #1	In Service			
Effluent	High Service Valve PLC #2	In Service			

Effluent	High Service Valve PLC #3	In Service			
Effluent	High Service Valve PLC #4	In Service			
Effluent	High Service Valve PLC #5	In Service			
Effluent	High Service Motor #1	In Service			
Effluent	High Service Motor #2	In Service			
Effluent	High Service Motor #3	In Service			
Effluent	High Service Motor #4	In Service			
Effluent	High Service Motor #5	In Service			
Lagoon	Pump #1	In Service			
Lagoon	Pump #2	In Service			
Electrical building	High Service Pump VFD #1	In Service			
Electrical Building	High Service Pump VFD #2	In Service			
Electrical Building	High Service Pump VFD #3	In Service			
Electrical Building	High Service Pump VFD #4	In Service			
Electrical Building	High Service Pump VFD #5	In Service			
Electrical Building	Harmonic Correction Unit	In Service			
Electrical Building	Transformer	In Service			
LAB					
Lab	Turbidimeter TU5200	In Service			
Lab	Turbidimeter TU5200	In Service			
Lab	DR3900	In Service			
Lab	Fluoride Probe	In Service			
Lab	Pocket Chlorimeter	In Service			
Lab	pH/Fluoride Meter	In Service			
Lab	PH Probe	In Service			
Lab	Chemtrac Chemical Analyzer	In Service			
Lab	Refrigerator	In Service			
Lab	Incubator	In Service			
Lab	Flouresent Analyzer	In Service			
PALL					
PALL	Air Compressor	In Service			
PALL	Influent Pump	In Service			
PALL	Effluent Pump	In Service			
PALL	Membrane Unit	In Service			
PALL	Bleach Pump	In Service			
PALL	Control Valves	In Service			
PALL	Water Heater	In Service			
PALL	Raw Turbidity Meter	In Service			
PALL	Finished Turbidity Meter	In Service			
PALL	Chlorine probe analyzer	In Service			
PALL	pH Probe	In Service			

ITEM REPORT

Board of Mayor and Aldermen

Date: September 1, 2026

Item #: 5.	First Reading - **Ordinance #2026-14** - An Ordinance to Amend Title 10 of the La Vergne Municipal Code by Adding a New Chapter Regulating the Keeping of Domestic Fowl. (This received a favorable recommendation from the Planning Commission on July 28, 2026.)		
Department:	Codes	**Presented By:**	Joe White
Item Attachments:	1. Ordinance #2026-14		

Purpose:
This ordinance establishes regulations for residents wishing to keep domestic fowl for personal use within the City of La Vergne. It limits the number and types of domestic fowl allowed on residential property, establishes operational standards, and prohibits roosters, guinea fowl, and peafowl. At the July 7, 2026, Board of Mayor and Aldermen meeting, this item was sent back to the Planning Commission for additional discussion. At the July 28, 2026 Planning Commission this item was sent to the Board of Mayor and Aldermen with a favorable reccomendation.

Background:
The ordinance:

- Limits the number and types of domestic fowl allowed on residential property.
- Prohibits roosters, guinea fowl, and peafowl.
- Establishes standards for coop construction, setbacks, and containment.
- Prohibits commercial breeding, slaughtering, and commercial sales.
- Authorizes enforcement by the Codes Department.

Financial Summary:
There is no financial impact to the City.

Staff Recommendation:
Staff recommends approval.

ORDINANCE #2026-14

AN ORDINANCE TO AMEND TITLE 10 OF THE LA VERGNE MUNICIPAL CODE BY ADDING A NEW CHAPTER REGULATING THE KEEPING OF DOMESTIC FOWL AND AMEND THE CITY FEE SCHEDULE BY ADDING A NEW PERMIT FEE.

WHEREAS, the City of La Vergne desires to permit residents to keep a limited number of domestic fowl for personal use; and

WHEREAS, Title 10, Chapter 1 of the Municipal Code establishes general requirements applicable to all animals and fowl; and

WHEREAS, the Board of Mayor and Aldermen finds it necessary to establish additional regulations specific to domestic fowl; and

WHEREAS, the Board of Mayor and Aldermen finds it necessary to establish these reasonable regulations to protect the public health, safety, and welfare of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE, TENNESSEE, AS FOLLOWS:

SECTION I. Title 10 of the Municipal Code is hereby amended by adding a new Chapter 4 that reads as follows:

CHAPTER 4 – DOMESTIC FOWL

Sec. 10-401. - Purpose and applicability.

(1) This chapter establishes regulations for the keeping of domestic fowl within the City of La Vergne.

(2) All domestic fowl shall also be subject to Chapter 1 of this title, including but not limited to:

(a) Sec. 10-101 – Running at large prohibited;

(b) Sec. 10-102 – Pen or enclosure to be kept clean;

(c) Sec. 10-103 – Adequate food, water, and shelter; and

(d) Sec. 10-104 – Nuisance prohibited.

Sec. 10-402. - Definitions.

As used in this chapter, unless the context otherwise indicates.

- Domestic Fowl means chickens, ducks, geese, turkeys, quail, and other domesticated birds customarily raised for eggs, meat or personal enjoyment.
- Chicken means a domesticated fowl of the species *Gallus gallus domesticus*.
- Hen means a female chicken.
- Rooster means a male chicken.
- Duck means any domesticated species of duck.
- Goose means any domesticated species of goose.
- Turkey means any domesticated species of turkey.
- Quail means any domesticated species of quail raised in captivity.
- Coop means a covered structure designed to shelter domestic fowl.
- Enclosure means a coop, pen, run, aviary, or fenced area used to contain domestic fowl.

Sec. 10-403. - Number and type of domestic fowl.

(1) Chickens: Maximum of ten (10) hens.

(2) Ducks: Maximum of six (6).

(3) Quail: Maximum of twenty (20).

(4) Roosters are prohibited.

(5) Guinea fowl and peafowl are prohibited.

(6) Geese and turkeys are prohibited on residential lots less than two (2) acres.

(7) On residential lots of two (2) acres or greater, a maximum of four (4) geese and/or turkeys may be kept.

Sec. 10-404. - Location and setbacks.

(1) Domestic fowl shall be kept only in the rear yard.

(2) Coops and enclosures shall be located:

(a) At least ten (10) feet from any property line; and

(b) At least twenty (20) feet from any neighboring residential structure, where practicable.

Sec. 10-405. – Enclosure standards.

(1) All domestic fowl shall be kept within a coop and/or enclosure at all times.

(2) Temporary structures consisting of primarily of tarps, pallets, scrap lumber, sheet plastic, or similar materials shall not constitute a compliant enclosure.

(3) Coops and enclosures shall be constructed of durable materials and maintained in good repair.

(4) Domestic fowl shall not run at large and must comply with Sec. 10-101.

Sec. 10-406. - Prohibited activities.

(1) Domestic fowl shall be kept for personal use only.

Sec. 10-407. - Enforcement.

(1) This chapter shall be enforced by the Codes Department.

(2) Any violations shall be fined under the general penalty clause of the municipal code.

(3) The Codes Department may:

(a) Issue notices of violation or citations;

(b) Require corrective action;

SECTION III. Each section, subsection, paragraph, sentence and clause of this ordinance is hereby declared to be separable and severable. The validity of any section, subsection, paragraph, sentence or clause shall not be effected by the invalidity of any other portion of this ordinance, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted herefrom.

SECTION IV. That this Ordinance take effect forthwith upon its final passage, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

_____
1st Reading

_____
Jason Cole, Mayor

_____
2nd Reading

ATTEST:

_____

Joshua Miller, City Recorder

Published in the Murfreesboro Post on _____.

ITEM REPORT

Board of Mayor and Aldermen

Date: September 1, 2026

Item #: 6.	Second Reading - **Ordinance #2026-15** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 17G, Group A, Parcels 11, 12, 13, 14, 15). Property Consists of Approximately 2.74 Acres. Property Located on Rocky Tock Street. Current Zoning District: R-1 (Single Family Residential); Proposed Zoning District: CC (Central Commercial) Zoning District. (This received a favorable recommendation from the Planning Commission on June 30, 2026. A public hearing was held on August 4, 2026.)		
Department:	Planning	**Presented By:**	Bo Logan
Item Attachments:	1. Ordinance #2026-15		

Purpose:
This is an ordinance to rezone property located along Rocky Tock Road from R-1 to CC.

Background:
The applicant has 2.74 acres that they intend to incorporate into their existing concrete plant.

Financial Summary:
Revenues: The city should receive property taxes from any development of the property. Expenditures: Other than normal services being provided by the city, there are no specific expenditures required from the city for the development of this property.

Staff Recommendation:
Staff does not typically give recommendations on whether to approve or deny rezoning requests. This is a decision for the Board of Mayor and Aldermen.

ORDINANCE #2026-15

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 17G, GROUP A, PARCELS 11, 12, 13, 14, AND 15. PROPERTY CONSISTS OF APPROXIMATELY 2.74 ACRES. PROPERTY LOCATED ON ROCKY TOCK STREET. CURRENT ZONING: R-1 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT; PROPOSED ZONING: CC (CENTRAL COMMERCIAL) ZONING DISTRICT.

WHEREAS, a request has been made by Jeff Hollingshead, to rezone property located within the City of La Vergne; and

WHEREAS, the City of La Vergne Planning Commission, on June 30, 2026, made a favorable recommendation to the Board of Mayor and Aldermen that this request be approved.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF LA VERGNE BOARD OF MAYOR AND ALDERMEN THAT:

SECTION 1. That the Zoning Ordinance be and is hereby amended by making certain changes to the Official Zoning Map for the City of La Vergne, by changing the property identified as Tax Map 17G, Group A, Parcels 11, 12, 13, 14, and 15 from an R-1 (Single Family Residential) Zoning District to a CC (Central Commercial) Zoning District. This property consists of approximately 2.74 acres and is owned by Hollingshead Land, LLC who submitted application #ZR-2026-03 for the rezoning of this property, which is attached to and made a part of this ordinance as though copied herein.

SECTION 2. **BE IT FURTHER ORDAINED**, that the Codes and Planning Departments are hereby authorized and directed, upon approval of this Ordinance to cause the change to be made on the Official Zoning Map, as set out in Section 1 of this Ordinance, and to make notation thereon of reference to the date of passage and approval of this Ordinance.

SECTION 3. **BE IT FURTHER ORDAINED**, that this Ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of the City of La Vergne requiring it.

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

_____ _____
Chairman Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen: _____
1st Reading

_____ _____
Jason Cole, Mayor 2nd Reading

ATTEST:

_____
Joshua Miller, City Recorder

Published in the Murfreesboro Post on_____.

City of La Vergne, Tennessee

5093 Murfreesboro Road, La Vergne, TN 37086 ♦ (615) 793-6295

REZONING REQUEST APPLICATION

For a Rezoning Request, the City of La Vergne **requires** the following:

1. Completion of this application. Please type or print the information in blue or black ink.
2. A map of the property. (See Zoning Ordinance for Specific Details.)
3. A label matrix with a list of Names **and** addresses of all adjacent property owners within 500 feet.
4. A legal description of the property, if available.
5. If the applicant is not the property owner, a letter from the property owner must be attached giving the applicant the authority to request rezoning.
6. A letter summarizing the project proposal, including the proposed usage of the land, reason for the rezoning request and justification for the rezoning request.
7. Payment of a Non-Refundable $300.00 application fee. (Checks should be made payable to "City of La Vergne")

Request No. ZR-2026-03
(Assigned by the City Recorder)

Date Submitted: 05/26/26

SECTION 1 - Applicant Information

(Any Correspondence from the City will be addressed to the applicant.)

☑ Property Owner ☐ Purchaser of Property ☐ Engineer ☐ Trustee
☐ Architect ☐ Other: _____

Name: Jeff Hollingshead Phone #: 615-624-1221

Business: Hollingshead Land LLC E-Mail: Richard.Oshields@smyrnareadyn

Address: 1000 Hollingshead Circle Best Way to Contact: Phone
(Mail, E-Mail, Phone)

City: Murfreesboro State: TN Zip: 37129

SECTION 2 - Property Information for the Rezoning Request

Tax Map	Parcel(s)	Current Zoning District	Requested Zoning District	# of Acres	Property Owner
17G/A	11.00	R1	CC	0.54	Hollingshead Land LLC
17G/A	12.00	R1	CC	0.56	Hollingshead Land LLC
17G/A	13.00	R1	CC	0.55	Hollingshead Land LLC
17G/A	14.00	R1	CC	0.55	Hollingshead Land LLC
17G/A	15.00	R1	CC	0.54	Hollingshead Land LLC

*** Reason for Rezoning must be included on an attached sheet.

Project Name: SRM-La Vergne

Project Address: 112,116,120,124, 128 Rocky Tock Street

Existing Land Use: Concrete Plant

Proposed Land Use: Concrete Plant

Total Acreage of Project / Rezoning: 2.74 Acres

The rezoning process takes approximately three to four months depending on when the application is received by the City. The request must go to the Planning Commission where it receives a recommendation to the Board of Mayor and Aldermen. The Board of Mayor and Aldermen must approve a Rezoning Ordinance on two readings and hold a public hearing before the rezoning request is considered approved.

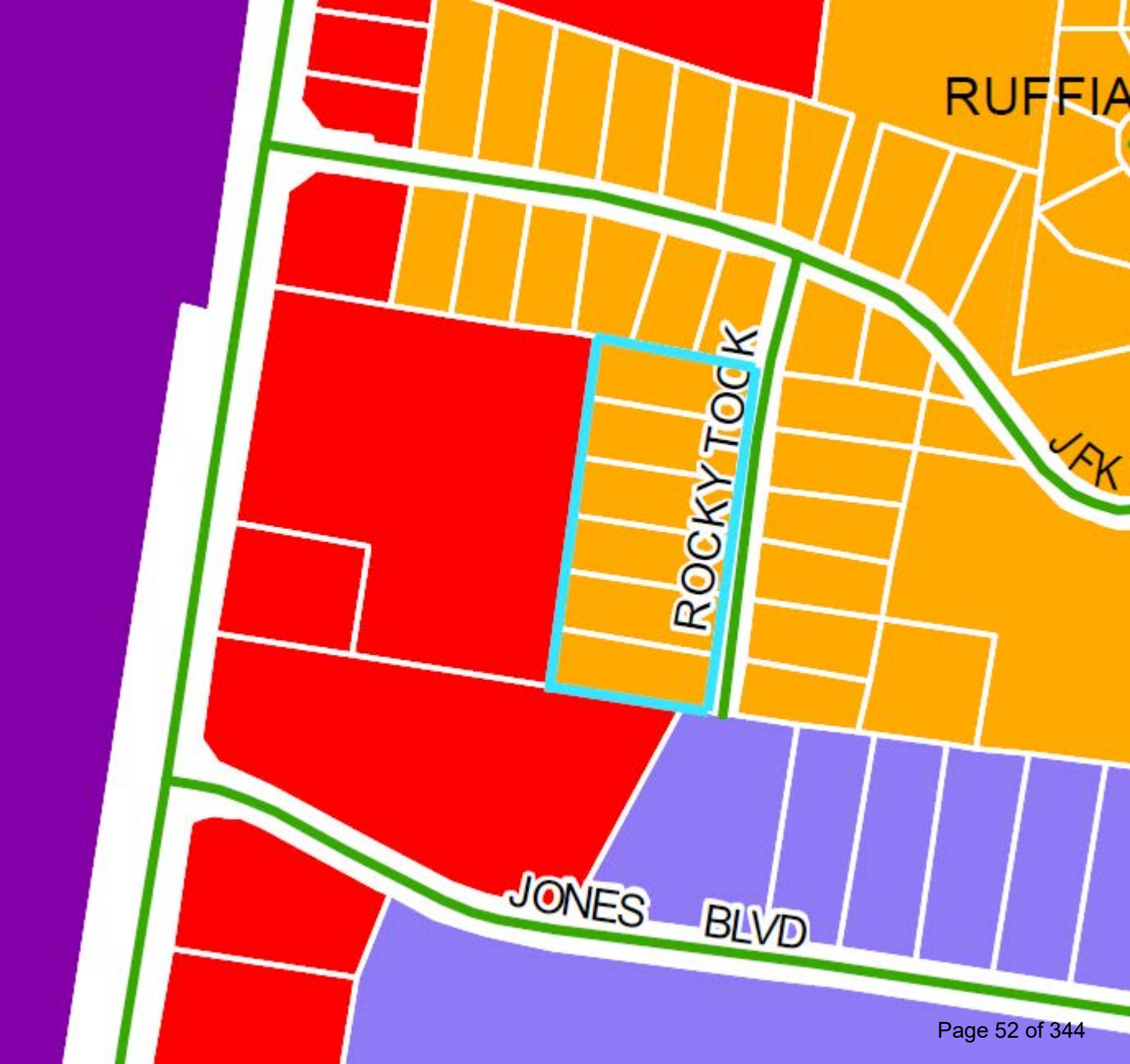
Applicant's Signature: _____ **Date:** 5-29-26

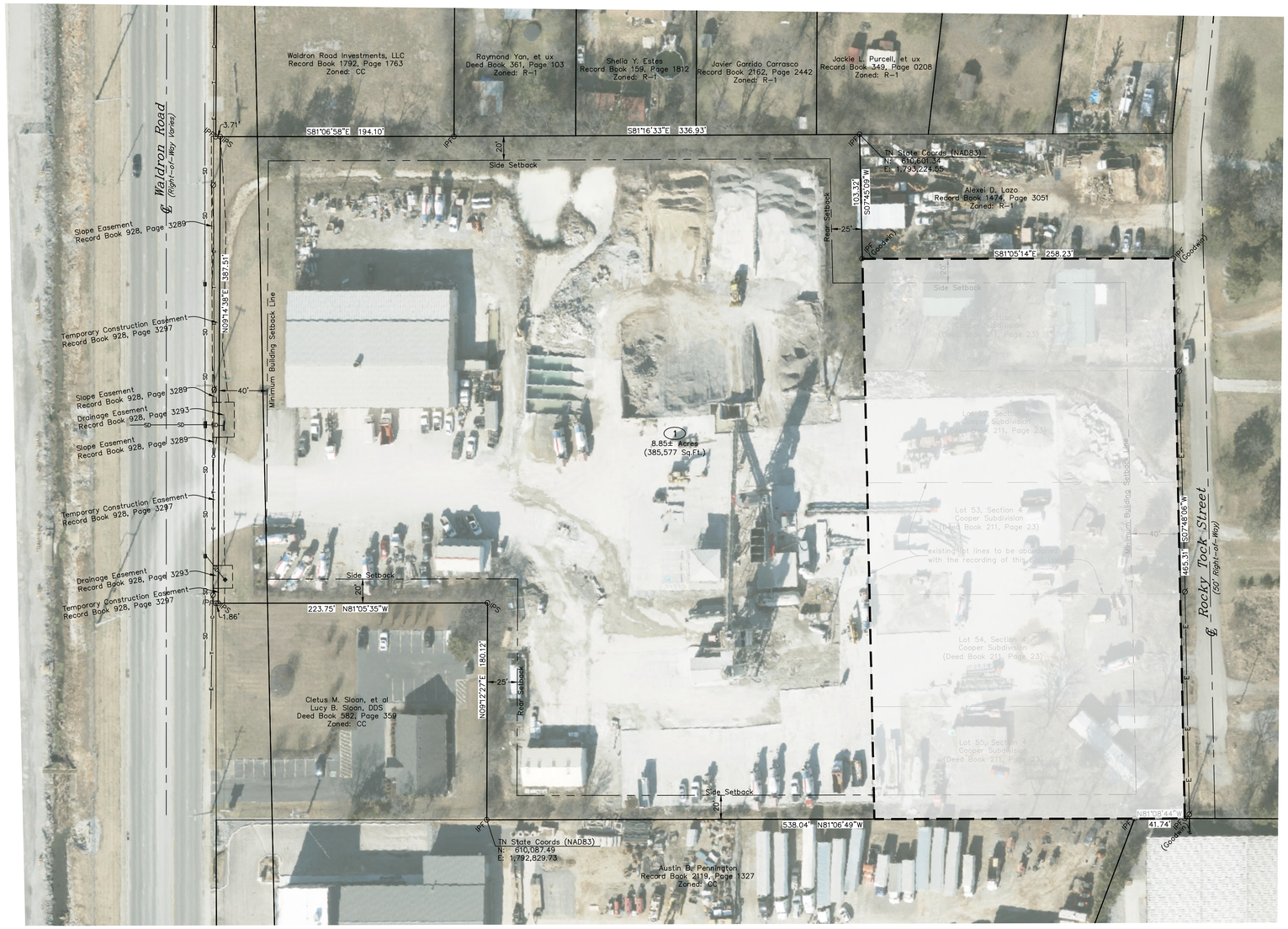
JULIE B. WILSON
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY

Julie B. Wilson Notary
Expires 11-28-26
Rutherford County, Tennessee

359
108
112
118
124
126
128
JFK DR
Rocky Tock St
108
371
112
WALDRON RD
Waldron Rd
116
120
121
379
124
125
128
129
381
Waldron Rd
Jones Blvd

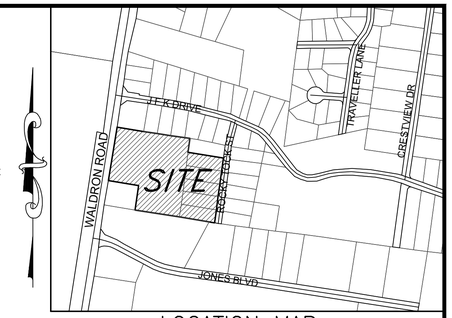
Tencendur Ln
RUFFIAN CT
TRAVELLER Ln
TRAVELLER Ln
J F K Dr
J F K Dr
J F K Dr
Waldron Rd
WALDRON RD
Rocky Tock St
ROCKY TOCK ST
Waldron Rd
WALDRON RD
JONES BLVD
Jones Blvd
Jones Blvd
Source: Esri, Vantor, Earthstar Geographics, and the GIS User Comm


RUFFIA
ROCKY TOCK
JFK
JONES BLVD



LEGEND

- Ø — Power Pole
- ——SD—— Storm Drain Pipe
- Area Drain
- Catch Basin
- ——— Centerline
- — — — Setback Line
- – – – – Easement Line
- ——E——T——C—— Electric, Telephone, Cable

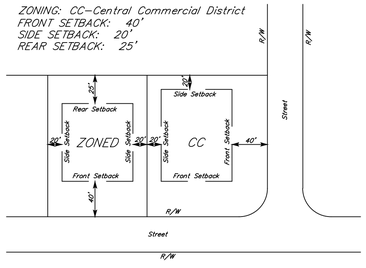


LOCATION MAP
N.T.S.

PLAT NOTES:

1. The purpose of this plat is to combine Lots 51 thru 55, Section 4, Cooper Subdivision as recorded in Deed Book 211, Page 23, with the adjoining property of Smyrna Ready Mix, LLC (Record Book 2114, Page 1953) into one tract of 8.85± Acres.
2. In Tennessee, it is a requirement per "The Underground Utility Damage Prevention Act" that anyone who engages in excavation must notify all known underground utility owners, no less than three nor more than ten working days of their intent to excavate. A list of these utilities may be obtained from the County Register of Deeds. Those utilities that participate in the Tennessee One Call system can be notified by calling toll free 1-800-351-1111.
3. Underground utilities shown were located using available above- ground evidence, and also from information obtained from the respective utility companies. The existence or non-existence of the utilities shown and any other utilities which may be present on this site or adjacent sites should be confirmed with the utility owner prior to commencing any work.
5. Parcels may be subject to additional easements, and/or restrictions, by record or prescription, that a complete title search may reveal.
6. Public utility and drainage easements where shown hereon are intended to indicate an easement for construction, operation, and maintenance of public utilities and drainage ways; including, but not limited to, sanitary sewers, force mains, water lines, telephone signal conduits, electric conductors, drainage pipes, and natural gas lines. Easements in the subdivision may not have infrastructure constructed within them until some future time and there may be no notice or consultation with the individual lot Owners of this construction. Any street in this subdivision may be extended into adjoining property at any time without additional notice or consultation. Any street in this subdivision may be constructed or reconstructed in the future without consultation or notice to the Owners of the lots in the subdivision.
7. Any signage, including flags and flagpoles, is subject to independent review. All signage must conform to county requirements and require separate sign permits.

ZONING: CC-Central Commercial District
FRONT SETBACK: 40'
SIDE SETBACK: 20'
REAR SETBACK: 25'



TYPICAL BUILDING SETBACK DETAILS
N.T.S.

50' 0 50'

LEGEND FOR MONUMENTS
- O IRON PIN SET (1/2" rebar with HSENGR cap)
- IPF O IRON PIN FOUND
- O RAILROAD SPIKE
- FENCE
- SURVEY POINT
- △ NAIL
- ■ CONC. MARKER FND.

THIS TRACT IS NOT LOCATED IN AN AREA DESIGNATED AS "SPECIAL FLOOD HAZARD" ON THE NATIONAL FLOOD INSURANCE PROGRAM COMMUNITY MAP PANEL NO. 47149C0015J, ZONE: X, DATED: MAY 09, 2023.

OWNER: Hollingshead Land, LLC
ADDRESS: 1000 Hollingshead Circle
Murfreesboro, TN 37129
Tax Map 17-G, Group A, Parcel 11.00
Record Book 2097, Page 1386
Lot 51, Section 4, Cooper Subdivision
Deed Book 211, Page 23

OWNER: Hollingshead Land, LLC
ADDRESS: 1000 Hollingshead Circle
Murfreesboro, TN 37129
Tax Map 17-G, Group A, Parcel 12.00
Record Book 1920, Page 3345
Lot 52, Section 4, Cooper Subdivision
Deed Book 211, Page 23

OWNER: Hollingshead Land, LLC
ADDRESS: 1000 Hollingshead Circle
Murfreesboro, TN 37129
Tax Map 17-G, Group A, Parcel 13.00
Record Book 1764, Page 3241
Lot 53, Section 4, Cooper Subdivision
Deed Book 211, Page 23

OWNER: Hollingshead Land, LLC
ADDRESS: 1000 Hollingshead Circle
Murfreesboro, TN 37129
Tax Map 17-G, Group A, Parcel 14.00
Record Book 2249, Page 1804
Lot 54, Section 4, Cooper Subdivision
Deed Book 211, Page 23

OWNER: Smyrna Ready Mix, LLC
c/o SRM Concrete, LLC
ADDRESS: 1000 Hollingshead Circle
Murfreesboro, TN 37129
Tax Map 17-G, Group A, Parcel 2.00
Record Book 1316, Page 1478

OWNER: Hollingshead Land, LLC
ADDRESS: 1000 Hollingshead Circle
Murfreesboro, TN 37129
Tax Map 17-G, Group A, Parcel 15.00
Record Book 2114, Page 1953
Lot 55, Section 4, Cooper Subdivision
Deed Book 211, Page 23

TRANSMITTAL COPY FOR REVIEW PURPOSES ONLY

HUDDLESTON-STEELE ENGINEERING, INC.
2115 N.W. BROAD STREET, MURFREESBORO, TN 37129
SURVEYING : 893 - 4084, FAX: 893 - 6080

ZONING EXHIBIT

SRM PROPERTY

(THE CONSOLIDATION OF PROPERTY OF SMYRNA READY MIX, LLC AND LOTS 51-55, SECTION 4, COOPER SUBDIVISION

3RD CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE

DATE: JUNE, 2026 | SCALE: 1"=50' | SHEET 1 OF 1

S:\ACAD20#\Civil 3D Projects\SRM-La Vergne\DWG\Combination Plat.dwg, Zoning Exhibit, 6/1/2026 10:11:56 AM, ACAD204

ITEM REPORT

Board of Mayor and Aldermen

Date: September 1, 2026

Item #: 7.	Second Reading - **Ordinance #2026-16** - An Ordinance to Amend the Fiscal Year 2026-2027 Water and Sewer Fund Budget.		
Department:	Finance	**Presented By:**	Danielle Brown
Item Attachments:	1. Ordinance #2026-16		

Purpose:
This budget amendment will allocate funding in the 2026-2027 Fiscal Year Budget for the Sewer Master Plan.

Background:
During the budget process, the intention was to allocate funds for the Sewer Master Plan in the FY 2026-2027 budget. The project was inadvertently left off the final budget worksheets.

The city is proposing to enter into an agreement with LJA Engineering, Inc. to create this plan. The item is on the consent agenda for approval.

Due to the growth of La Vergne over the past several years, a new Sewer Master Plan is needed. This document is used for the following:

1. Coordinating and prioritizing sewer rehabilitation projects
2. Planning sewer extension projects
3. Providing timely and accurate sewer availability letters to developers
4. Working with Metro Water Services

Part of the contract with Metro Water Services (who takes and treats La Vergne's wastewater) includes La Vergne maintaining the sewer system in such a way as to keep infiltration from stormwater to predetermined limits. This plan is necessary to continue to do this in the most efficient manner possible.

This fee was not included in the original budget but was included in the FY 25-26 budget for $300,000. The requested amount is significantly higher than the $300,000 included in the FY 25-26 budget since it includes a great deal more flow monitoring and manhole inspections than previously assumed. These items will help the Public Works team to identify problem areas more quickly and assist in negotiations with Metro Water Services.

Financial Summary:
The budget amendment is for $517,940, which should cover the contract ceiling cost for that project.

Staff Recommendation:
Staff recommends approval.

ORDINANCE #2026-16

AN ORDINANCE TO AMEND THE FISCAL YEAR 2026-2027 WATER AND SEWER FUND BUDGET.

BE IT ORDAINED By the Board of Mayor and Aldermen of the City of La Vergne as follows:

The 2026-2027 Budget is hereby amended for the **Water and Sewer Fund** by providing for:

Increased Expenditures for account number:

413-52200-254	Sewer - Architectural, Engineering Services	$ 517,940

Decrease Fund Balance:

413-37840	Transfer from Fund Balance	$ 517,940

THIS ORDINANCE SHALL TAKE EFFECT FROM AND AFTER THE DATE OF FINAL PASSAGE, THE PUBLIC WELFARE REQUIRING IT.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen: _____
1st Reading

_____ _____
Jason Cole, Mayor 2nd Reading

ATTEST:

_____
Joshua Miller, City Recorder

Published in the Murfreesboro Post on _____.

ITEM REPORT

Board of Mayor and Aldermen

Date: September 1, 2026

Item #: 8.	Motion to Approve Agreement with Blue Line Solutions, LLC for School Zone Automated Photo Enforcement Services.		
Department:	Police	**Presented By:**	Christopher Moews
Item Attachments:	1. Agreement - Blue Line Solutions		

Purpose:
The primary purpose of this program is to improve roadway safety, particularly in areas where children, pedestrians, school personnel, and motorists may be at increased risk due to speeding vehicles.

Background:
Tennessee law authorizes municipalities to utilize automated speed enforcement systems in designated school zones and other specifically authorized locations to improve traffic safety and reduce speeding violations. The proposed agreement allows the City to partner with Blue Line Solutions, a Tennessee-based company specializing in automated traffic enforcement technology and program administration.
Key benefits include: Enhanced safety in school zones through consistent speed enforcement. Increased driver compliance with posted speed limits. Additional traffic safety data to assist the City in evaluating roadway conditions and future improvements. Ability to address speeding concerns without diverting police officers from emergency response and proactive law enforcement activities. Public education and awareness campaigns prior to implementation and throughout the life of the program.
Blue Line Solutions provides equipment, installation, maintenance, violation processing, mailing services, customer support, and program administration. There is no upfront capital expenditure required from the City for equipment installation and deployment. The contractor is compensated through a fee of $25 per processed violation submitted for review and approval, deducted from collected program revenue. The agreement includes a “no-balance billing” provision under which unpaid monthly program costs are carried forward and recovered only from future program-generated revenue. Any remaining unrecovered balance is forfeited by the contractor after the contractually specified period following termination.
Operational Controls and Oversight: The agreement preserves local control over enforcement decisions. Every potential violation must be reviewed and approved by an authorized law enforcement officer. Blue Line Solutions cannot independently issue citations or determine whether a violation should be enforced. The decision to issue a citation remains solely with the City and its designated law enforcement personnel.
Contract Term: Initial term of thirty-six (36) months beginning with the issuance of the first payable notice of violation. The City has the option to extend the agreement for an additional thirty-six (36) months. Multiple termination provisions are included, including termination for cause, changes in law, court rulings, and mutual agreement.
Risk Management: Blue Line Solutions is responsible for system installation, maintenance, training, reporting, and operational support. The agreement automatically terminates if state or federal law changes to prohibit the program or if a court determines the system is unlawful. Blue Line Solutions agrees to indemnify and hold the City harmless for claims arising from the company’s negligence or misconduct. The City retains audit rights and access to program records.
Approval of this agreement will provide the City with an additional traffic safety tool focused on reducing speeding violations in school zones and other legally authorized locations while minimizing the need for upfront capital investment. The agreement maintains law enforcement oversight of all enforcement actions,

provides operational and financial safeguards for the City, and supports the City's ongoing commitment to protecting residents, students, and visitors through proven traffic safety measures.

Financial Summary:

Financial Impact: The agreement is structured as a turnkey service program. Studies by third party vendors must be conducted. The costs of those studies will be reimbursed by Blue Line Solutions.

Staff Recommendation:

Staff recommends deferral. The agreement between the City and Blue Line Solutions has not been finalized with Legal at this time.

AN AGREEMENT BETWEEN

BLUE LINE SOLUTIONS, LLC.

AND

CITY OF LA VERGNE, TN

AUTOMATED PHOTO ENFORCEMENT SERVICES AGREEMENT

City of La Vergne, TN

This **Photo Enforcement Services Agreement** (the *"Agreement"*) is made and entered into this _____ day of _____, 2026, by and between Blue Line Solutions, LLC. (BLS), a Tennessee corporation with offices at 4409 Oakwood Drive, Chattanooga, TN 37416 (herein "BLS"), and the **City of La Vergne** with an office at 5093 Murfreesboro Road, La Vergne, Tennessee (herein "Municipality").

RECITATIONS

WHEREAS, the General Assembly of the State of Tennessee has authorized localities to enact ordinances to monitor, enforce, and penalize violations of school zone, construction (work) zone speed limits; and

WHEREAS, Blue Line Solutions is in the business of providing automated violation detection, imaging, and administrative services to authorized municipalities and government agencies using Blue Line Solution's proprietary systems (as more specifically described herein below, the "Service"; and

WHEREAS, BLS has the legal possession and processes referred to collectively as the "Automated Enforcement System" (herein "APE" or "ASE System" or "MLP System") and the "Manned Photo Laser System" (herein "MPL System"); and

WHEREAS, Municipality desires to use the APE, and/or MLP and/or VBE System(s) to monitor speeding infractions, and other potential traffic violations, in order to issue traffic notices of violations, and evaluate traffic movement and safety, affirms it has no other such equipment or service provider and has the right, power, and authority to execute this Agreement; and

WHEREAS, the La Vergne Police Department has been a party to researching and instituting this additional enforcement and is included as a party to this agreement due to its role as the Municipality agency authorized to enforce this state code and Municipality ordinance.

NOW, THEREFORE, the parties agree for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and BLS agree as follows:

1. BLS AGREES TO PROVIDE:

During the Term of this Agreement, and in consideration of the Fees specified in Exhibit C ("Service Fees & Pricing Schedule"), Blue Line Solutions (BLS) shall use reasonable commercial efforts to provide the services to the Municipality in accordance with the terms and conditions of this Agreement. Services shall include the following: The scope of work is identified in Exhibit A.

2. MUNICIPALITY AGREES TO PROVIDE:

The Municipality acknowledges that certain aspects of the Service require the participation and cooperation of the Municipality, without which BLS's performance of the Services may be significantly impaired or delayed. The Municipality is responsible for the following: The scope of work is identified in Exhibit B.

3. TERM AND TERMINATION

a. Initial Term & Extensions. The term of this Agreement shall be for Thirty-six (36) months beginning on the date of the first Notice of Violation/Liability (the "Start Date") is issued and payable and may be automatically extended for an additional Thirty-six (36) months period at the sole option of the Municipality. Either party may terminate this Agreement at the expiration of any term, providing written notice of its intent not to extend the Agreement at least thirty (30) days prior to the expiration of the current term.

b. Termination by Agreement. This Agreement may be terminated at any time by the mutual written agreement of BLS and the Municipality;

c. Termination for Cause. Either party may terminate this agreement for cause if: (a) the other party fails in any material way to perform or breach its obligations under this Agreement; (b) applicable or governing law is amended, or the State Department of Transportation adopts a rule or other requirement, to prohibit or substantially restrict the operation of automated traffic law enforcement systems, including the System being provided by BLS; or (c) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce notices of violation or citations issued hereunder.

Termination under this subsection may occur if the terminating party notifies the other party of its intent to terminate, stating the specific grounds, therefore, and the other party fails to cure the default within sixty (60) days after receiving notice;

d. Termination by Legislation. If the law is changed to prohibit or substantially interfere with the operation or feasibility of either the APE or MPL Systems or the parties' obligations under this Agreement, parties may agree to (a) renegotiate the contract or (b) terminate the contract for cause.

e. Termination for Convenience. At any time during the term of this Agreement without cause with ninety (90) days' notice, provided, however, (a) if the Municipality terminates the Agreement prior to the expiration of any term, the Municipality shall pay Blue Line Solutions the "Termination for Convenience" fee, if any, of $1,500 per camera for each month that remains in the Initial Term and (b) as of the Effective Date of Termination Fee the applicable costs set forth in Exhibit C; and (c) the Municipality shall not terminate this Agreement without cause in the first year of the term;

f. De Facto Termination. If the Municipality at any time purposefully or voluntarily ceases part or all of the enforcement program through (a) a failure to approve citations; (b) excessively spoiling legally valid citations/summonses without cause; (c) failing to restart the program after an extended break, such as summer or winter break; (d) failing to sign and initiate a delinquent citation/summons collection program, where legal, within six (6) month of program start; or (e) fails to restart a lawfully or mutually agreed upon suspended program within sixty (60) days, will be in breach of contract and without restoration to original terms will be understood to have, "Terminated for Convenience" the agreed upon contract.

g. Effect of Termination. Upon any termination of this Agreement, the parties recognize that BLS and Agency will use their best efforts to continue processing any pending and legitimate traffic law Violations. However, all image capture activities provided by BLS under this Agreement shall cease immediately. Accordingly, the parties shall have the following obligations, which continue during the termination process: Municipality shall cease using the APE and MPL Systems, shall allow BLS to retrieve all equipment within a reasonable time not to exceed 60 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both parties, BLS and the Agency shall continue to process all images and Violations that occurred before termination in accordance with this Agreement, and BLS shall be entitled to all Fees (as described in Exhibit C) specified in the Agreement as if the Agreement were still in effect.

h. Notwithstanding any provision to the contrary, this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the APE, or MPL or VBE System(s) or the underlying infractions are unconstitutional, illegal, or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the APE, or MPL or VBE System(s) or the enforcement of the underlying infractions shall also automatically terminate this agreement.

4. ASSIGNMENT AND EFFECT OF AGREEMENT

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the Municipality hereby acknowledges that the performance of BLS's equipment and obligations pursuant to this Agreement require a significant investment by BLS, and that, in order to finance such investment, BLS may be required to enter into certain agreements or arrangements with financial institutions or other similar entities. The Municipality hereby agrees that BLS shall have the right to assign or pledge its rights under this Agreement in connection with any financing subject to the Municipality's prior written approval, which approval shall not be unreasonably withheld or delayed. The Municipality further agrees that in the event BLS provides written notice to the Municipality that it intends to assign or pledge its rights pursuant to this Agreement, and in the event that the Municipality fails to provide such approval or fails to object within thirty (30) days after its receipt of such notice from BLS, then BLS shall be free to effect such transaction.

This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors, and assigns as permitted by law.

5. FEES AND PAYMENT

The Municipality shall pay BLS for all equipment, services, and maintenance based on the Service Fee schedule indicated in Exhibit C.

BLS shall collect and accumulate all payments to the Municipality on a monthly basis and provide proper payment to the Municipality on or before the 15th day of the following month. The Municipality shall defer all payments to BLS to ensure a transparent audit process for all payments collected.

6. COLLECTIONS SUPPORT & PROCESSING

Blue Line Solutions acknowledges that the Municipality may engage a third party to collect unpaid citations and any related past-due debt arising under this Agreement. This includes authorizing the third party to initiate legal action against the driver or other vehicle owner who fails to remit payment on citations or related fees.

Blue Line Solutions is authorized to share any and all relevant or necessary information, including personal information of citation recipients, with the third-party collection service retained by the Municipality. However, the Municipality is under no obligation to use a third-party provider recommended by Blue Line Solutions or to pursue collection at all.

Blue Line Solutions shall cooperate with the Municipality's chosen third-party collection provider by supplying necessary information throughout the term of this Agreement and for twenty-four (24) months after its termination.

In consideration for this support, the Municipality agrees to pay Blue Line Solutions a Processing and Administration Fee, as detailed in Schedule A, for the provision of such information and administrative services related to the collection process.

The Municipality shall bear sole responsibility for all expenses associated with such collection efforts, including but not limited to court costs, filing fees, collection agency charges, attorney fees, and any other related costs.

7. CONTRACT PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until October 1, 2026 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the City must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12 months of statistics available at the time of the Contract's renewal. Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price

adjustment. If the Contractor and the City have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the City may not renew the Contract, whether or not the City has previously elected to renew the Contract's term.

8. AVAILABILITY OF INFORMATION

BLS agrees that all relevant information obtained by BLS through the operation of the APE and/or MPL System(s) shall be made available to the Municipality at any time during BLS's normal working hours upon reasonable notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of Notices of Violation/Liability or the fulfillment of BLS's obligations to Municipality under this Agreement.

9. CONFIDENTIAL INFORMATION

No information provided by BLS to Municipality will be of a confidential nature unless specifically designated in writing as proprietary and confidential by BLS; however, nothing in this paragraph shall be construed contrary to the terms and provisions of any of the State "Freedom of Information Act," "Open Records Request," or similar laws, insofar as they may be applicable. The Municipality must provide BLS an opportunity to redact proprietary and/or confidential information pertaining to trade secrets and/or sensitive operations before releasing information complying with the records request.

10. OWNERSHIP OF THE SYSTEM

It is understood by the Municipality that the APE, or MPL or VBE System(s) and all associated hardware and software being provided by BLS are, and shall remain, the sole property of BLS unless separately procured by the Municipality. The APE, or MPL or VBE System(s) are being provided to the Municipality only pursuant to the terms of this Agreement. Municipality agrees that it shall not make any modifications to BLS's equipment, nor disassemble or perform any type or reverse engineering to the APE, or MPL or VBE System(s), nor infringe on any property or patent rights, nor cause or allow any other Person to do any of the foregoing. The parties agree that upon termination of this Agreement for any reason, BLS shall have the right to remove any equipment provided, but not the obligation.

11. LEGAL COMPLIANCE

The municipality shall at all times comply with all federal, state, and local laws, ordinances, and regulations. Municipality acknowledges that, based on representations by BLS, it reasonably believes that the APE, or MPL or VBE System(s) and associated summons procedures comply with federal, state, and local laws and ordinances.

12. INDEMNIFICATION

The Municipality shall at all times comply with all federal, state, and local laws, ordinances, and regulations. The Municipality acknowledges that it reasonably believes the APE, or MPL or VBE System(s), and associated citation procedures comply with federal, state, and local laws and

ordinances. The Municipality shall comply with the maintenance procedures and manufacturer recommendations for the operation of the APE, MPL, or VBE System equipment.

BLS shall indemnify and hold harmless the Municipality against any claims arising from negligence or willful misconduct of BLS, its officers and directors, agents, attorneys, and employees.

13. LIMITED LIABILITY

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however, caused and on any theory of liability arising out of or relating to this Agreement.

14. PROGRAM MATERIALS

BLS shall retain all rights, title, and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of BLS, templates, studies, reports, or other documents, including Training Materials, Pamphlets, and other materials used generally by BLS in performing services for its clients ("Program Materials"). BLS grants to The Municipality a non-exclusive, royalty-free, fully paid up, non-sublicensable, non-transferable right and license during the Term to create a limited number of copies, distribute, display, and create derivative works of and use Program Materials solely by its authorized personnel for The Municipality's internal use in connection with the Services.

15. MUNICIPALITY MARKS

The Municipality hereby grants to BLS and its affiliates a non-exclusive, non-transferable, sublicensable license during the term of this contract to use, reproduce, display, and distribute the Municipality name, seal, logo, domain name, and other marks owned or controlled by The Municipality ("The Municipality Marks") solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. BLS will allow the Municipality to review and approve all uses of the Municipality Marks. Notwithstanding the foregoing, BLS and its affiliates may identify the Municipality as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of the Municipality. Nothing in this Agreement grants the Municipality any right to use the name, logo, or other marks of BLS or its affiliates except as incorporated in Program Data and Program Materials or otherwise with the prior written consent of BLS.

16. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, unusually severe weather, epidemics, strikes, or governmental authority

approval delays or denials. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

17. CORRESPONDENCE BETWEEN PARTIES

All notices required to be given under this Agreement shall be deemed provided upon the date postmarked when mailed by first-class mail or by registered mail and addressed to the proper party at the address set forth in the "Notices" section below.

18. DISPUTE RESOLUTION

Both parties desire all disputes arising out of or in connection with this Agreement to be resolved through good-faith negotiations and followed, if necessary, by professionally assisted mediation within 45 days if an agreement cannot be reached. Any such mediator must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to attempt to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and remain confidential. Each party will bear its own costs in the mediation and will equally share the mediator's fees and expenses.

19. ADDITIONAL SERVICES

Additional systems and services offered by BLS may be added to this Agreement upon the mutual written consent of both parties. If the Municipality elects to contract for other services provided by BLS or affiliated companies owned by Blue Line Holdings, LLC, whether or not directly related to the program outlined in this Agreement, it authorizes BLS to withdraw invoiced amounts either as a one-time payment or on a recurring monthly basis, as specified by the Municipality. All such payments shall remain subject to the Municipality's review and approval. These additional services may include, but are not limited to: Analog or digital signage, Automated License Plate Recognition (ALPR) systems, Vehicle-Based Enforcement, Red-Light Enforcement, mobile surveillance or ALPR trailers, school bus stop-arm enforcement systems, surveillance cameras, noise detection and enforcement systems, drones and video management systems, real-time crime center software and hardware, and other related safety and enforcement technologies.

20. VALIDITY AND CONSTRUCTION OF TERMS

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and all remaining provisions of this Agreement shall remain in full force and effect.

21. ENTIRE AGREEMENT

This Agreement replaces any previous agreements and discussions and constitutes the entire agreement between the parties with respect to the subject matters herein. No amendments, modifications, or alterations of the terms herein shall be binding unless the same is in writing and duly executed by the parties.

22. RECORDS AND AUDIT RIGHTS

During the term of the Agreement, BLS shall maintain all books of account, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. BLS agrees to make available to Municipality, during normal business hours, all books of account, reports, and records relating to this Agreement for the duration of the Agreement and retain them for a minimum period of three (3) years beyond the last day of the Agreement term or such other period required by the State public records law and State public records retention schedules, whichever is longer.

Additionally, each party shall have the right to audit the other party's records pertaining to a citation issued pursuant to this Agreement solely to verify the accuracy of payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight hours' notice at mutually convenient times. The cost of any such audit shall be borne by the party requesting the audit.

23. COVENANT OF FURTHER ASSURANCES

All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments, and other documents that may be necessary or appropriate to carry out any of the terms, conditions, and provisions hereto or to carry out the intent of this Agreement.

24. NO AGENCY

The relationship between the parties shall be that of independent contractors, and the employees, agents, and servants of either party shall in no event be considered to be employees, agents, or servants of the other party. This Agreement shall not create an agency relationship between BLS and Municipality, and neither party may incur any debts, liabilities, or obligations on behalf of the other party except as expressly provided herein.

25. PUBLIC INFORMATION & EDUCATION (PI&E)

BLS agrees to work with the Municipality toward the implementation of a public information & education program preceding any enforcement. Such efforts will include press releases for TV, radio, newspaper, and internet, social media posts (content), & dissemination of information through the Municipality School System.

26. COMPLIANCE WITH LAWS

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition, or provision of this Agreement and any present or future statute, law, ordinance, or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event shall be curtailed

and limited only to the extent necessary to bring it within the requirements of the law, provided it is consistent with the intent of the parties as expressed in this Agreement

27. NOTICES

Any notices or demand which under the terms of this Agreement or under any law shall be in writing shall be made by personal service, first class mail, or by certified or registered mail to the parties at the following address:

Notices to Blue Line Solutions:

Blue Line Solutions, LLC.
4409 Oakwood Dr.
Chattanooga, TN 37416
Attn: Jeff Oxner, CFO
Email: joxner@bluelinesolutions.org

Notices to the City of La Vergne:

Jason Cole, Mayor
Christopher Moews, Chief
5093 Murfreesboro Road
La Vergne, TN 37086

28. DEFINITIONS

As used in this Agreement, the following words and terms shall apply:

- **"Agency"** means any state, county, or local law enforcement agency within a municipality charged with its law enforcement functions. This includes, but is not limited to, any; Police Office or Department, Sheriff's Office or Department, Department of Public Safety, State Police Department, Highway Patrol, Ranger, etc.
- **"Automated Photo Enforcement System" (herein "APE System," "ASE System")** means a digital, electronic system used to accurately detect and capture recorded images or video of motor vehicles committing a traffic infraction.
- **"APE System Zone: School"** A designated area near a school or school crosswalk with likely child pedestrian presence. It may include multiple or bi-directional travel lanes over a defined length. Typically, one "zone" refers to one side of a school, with up to four zones possible to cover all sides. Camera count is determined by the number of road lanes.
- **"APE System Zone: Construction"** refers to a roadway construction area with likely presence of workers and equipment. It may include multiple or bi-directional travel lanes over a defined length. One "zone" typically equals one two-lane road or one side of a divided roadway. Camera count is based on the number of lanes.
- **"Incident"** refers to any violation of posted, enforceable speed limits captured by a BLS APE System.
- **"MPL System"** means Manned Photo Laser System, described as photographic traffic monitoring equipment capable of accurately detecting a traffic infraction and recording such data with images of such vehicle.

- **“Motor Vehicle”** means, Motor vehicle means any vehicle, machine, tractor-trailer, or semi-trailer propelled or drawn or self-propelled by mechanical power and used upon the roadways or highways in the transportation of passengers or property, or any combination thereof.
- **"Motor Vehicle Owner"** means the person or entity identified by the NLETS or other state vehicle registration office as the registered owner of a vehicle. Such term shall also mean a motor vehicle lessee pursuant to a motor vehicle lease or rental agreement.
- **"Motor Vehicle Administration” (herein “MVA”)** means information on a motor vehicle and/or motor vehicle owner derived from accessing a Criminal Justice Information (CJIS) database. Assess to CJIS information may come from the State of the originating violation and other State or National driver and vehicle databases.
- **“Municipality”** means any form of self-governing body or jurisdiction, incorporated or unincorporated, charged with the execution of duties for a specific locality as granted by national and/or regional laws within the United States. These include but are not limited to a: hamlet, village, borough (boro), town, township, city, precinct, district, parish, county, or state.
- **"Notice of Liability"** means a written notification or summons to the registered owner of a motor vehicle that is issued by a competent state or authorized law enforcement agency or by a court of competent jurisdiction relating to a violation that involves the motor vehicle owned by that registered owner as evidenced by the APE, or MLP System.
- **"Notice of Violation"** means a citation, summons, or equivalent instrument issued by a competent state or local law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by an APE, or MLP System or Blue Line Solutions as an agent of such law enforcement agent, agency or court.
- **"Person"** or **"Persons"** means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority, political subdivision, or any other entity.
- **"Recorded Events"** means photographic, electronic, digital, or video images of a motor vehicle recorded by an APE, or MLP System, establishing a time sequence of the motor vehicle entering the intersection or speed zone and its speed.
- **“S-curve”** means a bend in a public road or highway in the shape of an “S” that inhibits a driver's full vision through the bend.
- **“Start Date”** means the date the first Notice of Violation/Liability (i.e., payable Citation or Summons) is issued by BLS on behalf of the Municipality.
- **“System”** or “Zone” means any single, two-lane thoroughfare where APE cameras are installed. Generally, one or two cameras are installed per system/zone.
- **“Traffic Safety Corridor”** refers to a designated roadway segment (or Zone) identified through both quantitative data (e.g., crash hotspots, high violation rates, high traffic volumes) and qualitative community input, where serious crash risk, traffic violations, and public concern intersect. These corridors are part of the broader High Injury Network (HIN) and are prioritized for targeted interventions to reduce injuries and fatalities.

- **“Vehicle-Based Enforcement” (VBE)** refers to a mobile, self-powered Automated Speed Enforcement system used for any APE System Zone, School, Construction, and/or Traffic Safety Corridor.” It may include multiple or bi-directional travel lanes over a defined length. One "zone" typically equals one two-lane road or one side of a divided roadway. Camera count is based on the number of lanes.
- **"Violation Verification"** means a web-based violation processing system used by a Certified Police Officer, Peace Officer, Sheriff, Constable, or other Sworn or Certified Law enforcement Agent or certified (or trained) citation processing personnel.
- **“Violation”** means failure to obey an applicable traffic law, motor vehicle codes, ordinance, or regulation, including, without limitation, operating a motor vehicle in excess of the posted speed limit or in a designated enforcement zone, such as a School Zone, School Crossing Zone, or Work Zone, as may be amended from time to time.

29. STATE LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the Customer.

Blue Line Solutions, LLC.

_____

By: Jason Friedberg

CITY OF LA VERGNE
STATE OF TENNESSEE

_____
Authorized Signature *(Municipality)*

Approved and authorized this _____day of _____, 2026.

Exhibit A

BLS Obligations and Scope of Work

1. BLS, at the request of the Municipality, shall perform an analysis on selected roadways to determine potential Violation rates and assess the most suitable locations for the APE or MLP System equipment.

2. Where appropriate, BLS shall provide the quantities of APE, or MLP System equipment as indicated on Exhibit D. From time to time, the parties may agree to add or subtract the number of APE, or MLP System(s) to be provided and may modify the location(s) without penalty or additional cost to the Municipality if the parties agree in writing.

3. BLS will promptly perform a preliminary review of recorded event data for the purpose of filtering recorded event data that is not of sufficient quality for further use. For example, BLS may filter Recorded Event data in which no motor vehicle registration plate information or only partial information is reasonably discernible from the Recorded Event. The Municipality will have the sole and exclusive responsibility for the final review of Recorded Events data not filtered by BLS and the authorization and issuance of a citation thereafter.

4. BLS will promptly retrieve applicable Motor Vehicle Administration ("MVA") records for motor vehicles photographed in Recorded Events using registration plate information from such vehicles where such information is reasonably discernible from the Recorded Event. The retrieval of MVA records by BLS is solely for the purpose of presenting such information to the Municipality, and the Municipality shall be responsible for confirming the accuracy of and matching the information to the subject motor vehicle in each instance. BLS agrees that it will use all MVA databases in accordance with any use limitations and restrictions imposed by the owner of the database, any government or Municipality.

5. BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Liability resulting from the APE, or MLP System(s) at no additional cost to the Municipality.

6. BLS shall provide an automated, web-based processing program for all valid Notices of Liability, including image processing, mailing of the initial Notice and a reminder Notice, printing, and mailing costs. The program shall be conducted in a timely manner to comply with any applicable statute of limitations for filing Notices of Liability. Subject to the approval and authorization from the Municipality, each Notice shall be delivered by first-class mail to the registered owner within the agreed or statutory period. Subsequent notifications may be delivered by First Class, Certified Mail-Return Receipt Requested, or by process servers for additional compensation to BLS as agreed by the parties.

7. BLS will make available, at BLS' expense, a qualified expert representative to attend and provide testimony for the initial court hearing for citations provided that BLS received at least thirty (30) days prior written notice of each such hearing. BLS is not responsible for the outcome of any such hearing. Additionally, BLS shall prepare and submit to the applicable hearing officer, Agency, or Court an

Evidence Package to include all paperwork, images, and/or video and other documentation necessary for hearings on all citations/violations contested throughout the life of the program.

In the event of additional expert testimony requests, the Municipality will reimburse BLS for costs incurred in making such expert available to testify, including reasonable travel, lodging, and related expenses and time at the expert's then-current hourly rate.

8. As part of our full-service program, BLS will assume responsibility for all services necessary for the operation of APE system(s), including power, data, and connectivity. BLS will establish and maintain all required contracts to ensure continuity of service. Any costs associated with operating these services will be identified and deducted from the monthly program revenue. The Municipality will not be responsible for managing or maintaining any connectivity, power, or data services related to the program.

9. BLS, at no additional charge to Municipality, will be responsible for training the persons designated to review and approve violations. This includes training new operators, as staffing assignments may change at the sole discretion of the Agency

10. BLS shall maintain files with regular updates of specific Notices of Liability issued and shall update the status of all accounts based on the disposition information provided by the General District Court, indicating payments received, Notices of Liability outstanding, and cases otherwise closed, dismissed, or resolved.

11. BLS shall provide to the Municipality and the Agency a monthly report of APE and MPL Systems results within fifteen days of the end of each calendar month. The report shall include the following information:

a. Total number of Violation events.

b. Total number of actionable Violation events.

c. Total number of Notices of Liability issued.

d. Total number of Notices of Liability paid.

e. Reports on ongoing operations as required or such other reports and documents as are mutually agreed upon between BLS and the Municipality.

12. BLS shall provide all routine maintenance of APE, or MPL or VBE System(s) equipment and timely respond to equipment repairs.

13. BLS will provide services and data for public information and education (PI&E) campaigns before deploying any school zone and/or construction zone enforcement program. BLS will continue to assist the agency with ongoing PI&E throughout the program's life.

14. BLS will provide the municipality one (1) Thirty-Day warning period at no charge as part of this agreement. Additional warning periods, as requested by the municipality, will be subject to the fees per “Exhibit C.”

15. As related to the MPL System only, BLS agrees, upon request by the Agency, to provide reimbursement for overtime or part-time officer pay for hours of MPL System use outside of the officer's normal working hours provided; however, the foregoing shall not apply to warning periods (the first thirty (30) days following the implementation of each MPL system) and the following additional conditions shall apply:

a. personnel shall be selected by the Agency.

b. the MPL Systems and accompanying personnel shall only be deployed in areas not prohibited or restricted by state or local statute and tracked daily for all court documents; and

c. if and when this option of deployment with personnel is exercised:

i. The location(s) shall be mutually agreed upon by both BLS and the Municipality.

ii. BLS will reimburse the Municipality for the officer(s) utilizing the equipment at the following rates: ***(Pay rate to be provided by agency and agreed to by BLS)***

1. Full-time officer Overtime – 1.5 times the officer's rate of pay.

2. Full or Part-time officer Regular Time – Officer's rate of pay.

3. The Agency shall be responsible for normal on-duty use of the MPL System by on-duty officers.

iii. The Agency will provide an invoice and timesheet to BLS for reimbursement of officer pay by the fifth (5^{th}) day of the month following the closing of the preceding month. All payments for the deployed personnel will be delivered to the Municipality on or before the 15^{th} day of the month following the closing of the preceding month. The first officer pay reimbursement will accompany the agency's first 30-day cycle summons revenue check. All payments shall be delivered to the address designated by the Municipality in this Agreement.

iv. BLS has the right to audit the hours of use as logged by the MPL system for verification of hours submitted for payment. Reimbursement will be provided for only those hours in which officers utilize the MPL system for its intended purpose as associated with this agreement.

Exhibit B

Municipality Obligations and Scope of Work

1. The Agency shall ensure the programs and their enforcement procedures comply with all applicable laws and/or policies.

2. The Municipality agrees to direct its Agencies and departments to work with BLS to the best of their ability on the required system and program implementation and provide reasonable access to the Municipality's personnel and facilities to permit BLS and the Municipality to fulfill the obligations under this Agreement.

3. The Municipality agrees to use due diligence in working with BLS to secure all necessary permits or other documentation to install and operate APE, or MLP System(s) under its control. The responsibility for all documentation required to obtain permits is the responsibility of BLS. The municipality will assist, to the best of its ability, in obtaining any other permits or authorizations from the appropriate school district, Department of Transportation, Municipality, or other government agency, as applicable, for operation in such locations. The municipality shall provide any necessary permits at no cost to BLS.

4. The Municipality will make their Public Works Department, Electricians, or other staff available to BLS to help identify, coordinate, and permit pole locations, gain access to electricity hookups, etc., as needed. If the APE system(s) are to be mounted on existing structures, the Municipality will issue a letter to BLS authorizing the use of the location identified.

5. The Municipality shall issue a letter to BLS showing its authorized use for the pole identified for the APE System to be mounted.

6. Unless required by the municipality to maintain contracts for power, data, and connectivity, BLS will assume responsibility for all services necessary for the operation of APE system(s), as outlined in Exhibit A, 8.

7. The Agency shall ensure that each APE, or MPL System(s) shall be in place and operating each month in areas of speed safety concern, barring unusual downtime for maintenance, weather, act of God, or court order.

8. BLS has the responsibility for identifying vehicle ownership record data through NLETS, USPS, and other sources. The Municipality shall complete and sign any necessary letters to NLETS authorizing BLS to retrieve vehicle data records for processing.

9. BLS will train the municipality in the procedures for setting up and operating the citation review and approval system. Upon request, BLS will certify the Agency has completed training.

10. The Agency shall diligently prosecute each valid Notice of Liability and collect all fines. Further, the Municipality shall automatically transmit an electronic file in an agreed format to BLS with monthly

updates of all Notice of Liability disposition information provided by the Municipality indicating payments received or cases otherwise closed, dismissed, or resolved for contested violations.

11. The Municipality and/or Agency shall authorize an agency officer to carefully review each potential Violation captured by the APE and MPL System and transmit an electronic signature to each Notice of Liability approved by the Municipality.

12. The Municipality hereby acknowledges and agrees that the decision to issue a Notice of Liability shall be the sole, unilateral, and exclusive decision of the authorized officer in such officer's sole discretion, and in no event shall BLS have the ability or authorization to make a Notice of Liability decision.

13. The Municipality agrees to reasonably pursue payments of valid Notices of Liability and serve follow-up letters or summons as required for contested violations.

14. The Municipality shall coordinate a hearing officer (a judge, magistrate, or otherwise) and a hearing location to schedule and hear disputed citations.

15. BLS is responsible for issuing and collecting all fines and fees associated with violations. The Municipality shall approve customary fine collection services on behalf of BLS to reach a final disposition for all unpaid or contested violations. In States where issued violations are able or required to be converted into Uniform Traffic Citations (UTCs), BLS and the Municipality will determine the course of action to follow, either civil collections or conversion into a UTC.

16. If the Agency operates APE systems in a School Zone or other designated Traffic Safety Corridor that utilizes or requires physical flashing lights ("Flashers"), the Municipality must provide BLS with the appropriate schedules and activation times necessary for initial and ongoing programming of enforcement cameras and related system equipment. The Municipality and/or the Agency must also promptly notify BLS of any unscheduled school closings, holidays, or disruptions affecting the regular schedule within School Zones or Traffic Safety Corridors.

Unless otherwise required by law or contract, BLS shall delay processing violations by one (1) business day to allow time for receipt of any such notifications. To the extent permitted by law, the Municipality agrees to hold harmless BLS from any liabilities, claims, or expenses resulting from the Municipality's failure to provide timely notice of schedule changes or closures.

17. The Municipality shall promptly reimburse BLS for negligent or intentional damage to the APE and MPL System caused by the Municipality, its employees, or authorized agents.

18. The Municipality shall provide a project manager or other designated individual with authority to execute the Municipality's responsibilities under the Agreement.

19. The Municipality shall be responsible for reporting unpaid citations to the Department of Revenue in accordance with statutory requirements, if applicable. BLS will assume this responsibility with the written authority provided by the Municipality.

20. The Municipality agrees to notify BLS of any resignations or terminations of its personnel so that they can be removed from all applicable systems. This is required to maintain CJIS access and compliance.

21. The Municipality agrees to compensate BLS for any damages caused by the Municipality, regardless of Agency or Department. All costs will be deducted from the program funds in the next billing cycle(s). BLS will notify the Agency and the Municipality of all damages to its system prior to deducting the funds required to pay for the damages.

22. The Municipality agrees to operate all APE systems as outlined in Exhibit E, "Automated Photo Enforcement (APE) System Operations."

23. The Municipality agrees to provide and maintain current all information requested in "Attachment A."

Exhibit C

Tennessee Service Fees & Pricing Schedule

Tennessee Code, § 55-8-198 authorizes municipalities to use unmanned traffic enforcement cameras to issue civil penalty notices for speed violations of ten (10) miles-per-hour or more within the designated distance of a marked school zone, and on any S-curve of a public road or highway as defined therein. As such, BLS is compensated for providing all related equipment, support services, consulting, operations, and program administration. The Municipality agrees to the below financial terms:

1. Fees/costs due Blue Line Solutions for providing a turn-key Automated Photo Enforcement System and/or Manned Photo-Laser (MPL) System and/or Automated Noise Enforcement system and all associated equipment include;

a. Infrastructure installation and provisioning; and
b. Communications and wireless integration (*the Municipality will assume network provider costs*); and
c. Ongoing service and maintenance; and
d. Ongoing Public Information & Education programs; and
e. Access to a secure, web-based violation processing and review system; and
f. All website and Call Center Support and back-office operations; and
g. Violation processing services, DMV and NCIC records access, including;
    i. Citation processing speeding violations
    ii. Violation/Liability notice issuance and mailing; subsequent reminder mailed notice
    iii. Agency summons approval process
    iv. Citation Mailing
    v. Returned Mail
    vi. Change of Address (COA) lookup
    vii. COA Summons Reissue
h. Credit Card and other payment processing services

2. ***ASE Fee-for-Service Program***

The municipality agrees to pay BLS a fee of $25 per incident processed and submitted to the Municipality for approval. This fee will be subtracted from the Municipality's gross receipts of paid citations/summonses.

If the Municipality reduces the time of operation of APE systems from the maximum time allowed by law and/or the minimum speed enforcement threshold, the Municipality agrees that the agreed-upon costs will automatically adjust to $27.50 per violation incident.

3. Program & System Fees

Blue Line Solutions assumes all risk, costs & fees associated with, and required for, APE/MLP System installation, maintenance, infrastructure, development, implementation, and ongoing support. As such, costs & fees are recovered monthly by BLS over the first eighteen to twenty-four (18-24) months of this agreement from revenue apportioned to BLS under this agreement. In the event the agreement is terminated by the Municipality as allowed by Section 3.a.(i), prior to the end of the initial term of this agreement and, hence, the full recovery of the above-stated costs by BLS, the Municipality will be responsible for the balance.

a. Automated Photo Speed: The parties agree the cost of installation, infrastructure, development, and implementation of the APE System is $75,000 per installed APE System zone, and upon early termination under Section 4 prior to the end of the initial term of this agreement. Full payment of all such costs will be due within sixty (60) days after the date of termination.

4. No-balance Billing

Notwithstanding the provisions of Section 3 above, BLS agrees that the services shall be provided to the Municipality on a no-balance billing basis. If the total monthly fees/costs realized by BLS in a given month exceed the current monthly gross of fines collected, the remaining unpaid portion of the BLS total monthly fees/costs will roll over and be added to the following month's total. In the event that the contract ends or is terminated, and a balance is still owed to the contractor, all subsequent receipts generated from the BLS system prior to termination from automated speed programs for a period of 12 months from the date of termination will be applied to such balance and paid to BLS. At the end of the 12-month period outlined above, any unpaid rollover amounts owed to BLS shall be forfeited by the Contractor and not owed by the Municipality.

5. Legislative Change Affecting Compensation

If legislative changes should limit or alter the structure or amount of fines levied for speed infractions. In that case, the Municipality may request to renegotiate the compensation as specified above. Any failure of the parties to agree on such compensation changes shall not be grounds for termination of this Agreement for cause by the Municipality.

6. Additional Warning Periods

BLS will provide one (1) thirty-calendar-day warning period at no charge to the Municipality as part of this agreement. The fee for additional warnings shall be $25.00 per processed warning and shall be subtracted from the Municipality's gross receipts of paid summonses.

7. **Additional & Special Reporting Requests**

Additional requests for special reports for Freedom of Information Act (FOIA) Requests, Open Records requests, or additional information such as historical program data, captured data, audit, and/or financial information beyond the scope of this agreement may be subject to additional fees. Additional reporting work and report generation done solely by BLS and exceeding five (5) hours to complete, excluding those required by law, will incur a fee of one-hundred-and-fifty ($150) dollars per hour, which will be subtracted from the Municipality's gross receipts of paid summonses. A time estimate will be provided if the estimated completion time exceeds five (5) hours

8. **Credit Card Administration Fee** *(Violator Paid)*

There is no cost for violation payments made by check, or money order. Violation payments processed manually by phone or paid electronically are charged an additional Administration Fee (paid by the violator). Administration Fees are not included in the Municipality's Revenue.

9. **Pricing Alteration**

In order to ensure fairness in payment for services based on the amount of work required to operate the speed monitoring system, BLS and the Municipality will re-evaluate the pricing provided above (in Exhibit C) six months after the system "start date" and adjust as appropriate. This pricing may be changed by agreement of both parties or in the event of changes to the empowering statute.

Exhibit D

1. Number and Locations of APE and MPL System Equipment

The number of APE and MLP Systems, as well as the locations for equipment installation, will be determined after a careful analysis by the Municipality, the Agency, and BLS personnel, considering traffic dynamics, volume, and safety assessments on the Municipality's roadways. Prior to the study, the initial quantity is expected to be:

a. (_____) APE System(s) will be provided: Unit quantity may be changed without contract amendment.

b. (_____) MPL System(s) will be provided: Unit quantity may be changed without contract amendment.

c. (_____) VBE System(s) will be provided: Unit quantity may be changed without contract amendment

2. Radar Feedback Signs

Blue Line Solutions ("BLS") may, at its sole discretion, provide and install radar speed signs for use in connection with the Automated Speed Enforcement (ASE) System in school zones where permitted by law and approved by the Municipality and/or any applicable regulatory agency. If installed, the radar speed signs shall be placed in accordance with approved site construction plans, generally one (1) sign per ASE System. The Municipality shall assist BLS with placement coordination, installation access, and obtaining any required regulatory approvals. All costs associated with the procurement, installation, service, maintenance, and replacement of the radar speed signs shall be recouped from program citation revenue. During the manufacturer's warranty period, one (1) year, *BLS will provide service and maintenance as needed. Upon expiration of the warranty, they will become the sole responsibility of the Municipality.* If requested, BLS can provide service and replacement after the warranty period, but any costs associated with that service and replacement will be deducted from the program revenue.

3. Automated License Plate Recognition (ALPR) Cameras

BLS may choose to provide Automated License Plate Recognition (ALPR) cameras with an APE System under this agreement, as long as this agreement remains in effect and provided that the Municipality agrees to operate each APE system for the maximum time and at the minimum enforceable speed as allowed by law. Such ALPR cameras must be installed as part of the APE infrastructure. Additional ALPR systems may be purchased as described in "Additional Services" section of this agreement.

4. Expert Witness

BLS shall provide an expert witness as reasonably necessary to establish judicial notice for contested Violations to establish the accuracy and technical operations of the APE and MPL Systems. Expert testimony relating to specific LiDAR equipment requires coordination with the manufacturer and will need to be arranged at least thirty (30) days prior to required court appearances.

Exhibit E

Automated Photo Enforcement (APE) System Operations

1. **Operating Times**

   The municipality agrees to operate APE Systems in designated areas for the maximum time permitted by law or as identified in "Attachment A."

2. **Operating Speeds**

   The municipality agrees to operate APE Systems in areas at the minimum enforceable speed limit permitted by law or as identified in "Attachment A."

3. **School Zone Flasher Schedule**

   The municipality agrees to provide active school zone flasher times to BLS and maintain the schedule, updating each semester or as needed. The municipality will ensure that the Flasher programming matches the school zone flasher schedule.

   - Time(s) for school zone speed limit reduction, while flashers are in operation.
   - Posted speed limit during hours when flashers are operational
   - Posted speed limit during normal operational times (non-school times)
     - Mid-day enforcement, or non-flasher time
   - Speed limit (enforcement speed) at which citations can be issued
     - School zone times when flashers are flashing

_____ _____

Authorized Signature *(Municipality)* Date

_____ _____

Signature Date

Blue Line Solutions, LLC
4409 Oakwood Dr.
Chattanooga, TN 37416

Criminal Justice Information Services (CJIS) Security Policy

Version 5.9.3
09/14/2023

CJISD-ITS-DOC-08140-5.9.3

Prepared by:
FBI CJIS Information Security Officer

Approved by:
CJIS Advisory Policy Board

ADDENDUM TO THE CONTRACT BETWEEN LA VERGNE POLICE DEPARTMENT AND BLUE LINE SOLUTIONS

[Name of Law Enforcement Agency] and Blue Line Solutions, LLC., the contract entered into by these parties and entitled *"AUTOMATED PHOTO ENFORCEMENT SERVICES AGREEMENT"*, is hereby amended and revised to include the following:

1. Access to and use of criminal history record information and other sensitive information maintained in the Phoenix, AZ, and FBI-managed criminal justice information systems by NOVA are subject to the following restrictions:
    a. The Security Addendum appended hereto, which is incorporated by reference and made a part thereof as if fully appearing herein.
    b.
    c.
    d.

This amendment is effective the_____day of_____,2026 On behalf of Blue Line Solutions.

Mark Hutchinson	Founder & CEO
Printed Name	Title
Mark Hutchinson	3/01/2026
Signature	Date

On behalf of [Law Enforcement Agency]:

Printed Name	Title
Signature	Date

FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SERVICES SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A- 130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA)- the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI 1000

Custer Hollow Road

Clarksburg, West Virginia 26306

ITEM REPORT

Board of Mayor and Aldermen

Date: September 1, 2026

Item #: 9.A.1.	Bid - Pavement Markings.		
Department:	Public Works	**Presented By:**	Alex Thompson, Michael Dietz
Item Attachments:	1. Bid Form and Contract - Pavement Markings		

Purpose:
This item will award the bid for pavement markings on city streets and projects.

Background:
The City received one bid, from Kerr Brothers, for the Pavement Markings contract with competitive pricing. The contract is for 2 years with the option to extend for two 1-year terms and the City would like to select Kerr Brothers for the Pavement Markings contract. There are not many vendors that provide this service. Another vendor was contacted during the bid process, but they did not submit a bid.

Financial Summary:
The prices are unit prices and will be used as needed for paving projects as budgeted and approved by the Board of Mayor and Aldermen.

Staff Recommendation:
Staff recommends awarding the bid to Kerr Brothers.

LA VERGNE
TENNESSEE

REVISED

Pavement Markings
BID SUBMITTAL FORM

A required form from Bidders and Proposers

Bid prices must include all costs. The Contractor shall furnish all labor, supervision, materials, equipment, transportation, traffic control, layout, surface preparation, cleanup, and incidentals necessary to install, replace, or remove pavement markings at locations designated by the City of La Vergne. Pricing for each component shall be effective for two (2) years from date of bid award with the possibility of two (2) one (1) year extensions. The City is not subject to sales tax.

Item #	Description	Unit	Unit Price
1	Painted Pavement Marking - 4-Inch Line Sherwin Williams	Linear Foot	0.25
2	Painted Pavement Marking - 4-Inch Dotted Line Sherwin Williams	Linear Foot	0.28
3	Painted Pavement Marking - 6-Inch Line Sherwin Williams	Linear Foot	0.30
4	Painted Pavement Marking - 6-Inch Dotted Line Sherwin Williams	Linear Foot	0.32
5	Painted Pavement Marking - 24-Inch Stop Line Sherwin Williams	Linear Foot	15.00
6	Painted Pavement Marking - 8-Inch Crosswalk Striping Sherwin Williams	Linear Foot	6.00
7	Painted Pavement Marking - Longitudinal Crosswalk Striping "	Linear Foot	15.00
8	Painted Pavement Marking - Channelization Striping "	Square Yard	18.00
9	Painted Pavement Marking - Turn Arrow Sherwin Williams	Each	125.00
10	Thermoplastic Pavement Marking - 4-Inch Line Swarco	Linear Foot	1.05
11	Thermoplastic Pavement Marking - 4-Inch Dotted Line Swarco	Linear Foot	1.15
12	Thermoplastic Pavement Marking - 6-Inch Line Swarco	Linear Foot	1.25
13	Thermoplastic Pavement Marking - 6-Inch Dotted Line Swarco	Linear Foot	1.30
14	Thermoplastic Pavement Marking - 24-Inch Stop Line Swarco	Linear Foot	28.00
15	Thermoplastic Pavement Marking – 8-Inch Crosswalk Striping Swarco	Linear Foot	14.00
16	Thermoplastic Pavement Marking – Longitudinal Crosswalk Striping "	Linear Foot	50.00
17	Thermoplastic Pavement Marking - Channelization Striping Swarco	Square Yard	30.00
18	Thermoplastic Pavement Marking – Bike Lane Symbol Swarco	Each	500.00
19	Thermoplastic Pavement Marking – Traffic Circle Fish-hooks with 1 arrow) Swarco	Each	750.00
20	Thermoplastic Pavement Marking – Traffic Circle Fish-hooks with 2 arrows) Swarco	Each	900.00
21	Thermoplastic Pavement Marking – Traffic Circle Fish-hooks with 3 arrows) Swarco	Each	1,200.00
22	Thermoplastic Pavement Marking – Turn Lane Arrow Swarco	Each	250.00
23	Thermoplastic Pavement Marking – Straight Arrow Swarco	Each	250.00
24	Thermoplastic Pavement Marking – Double Turn Arrow Swarco	Each	550.00
25	Thermoplastic Pavement Marking - Word Swarco	Each Letter	130.00
26	Snowplowable Retroreflective Pavement Marker Ennis/Flint	Each	100.00
27	Removal of Existing Pavement Marking – 4-Inch Line Kerr Bros	Linear Foot	1.25
28	Removal of Existing Pavement Marking – 4-Inch Dotted Line "	Linear Foot	1.50
29	Removal of Existing Pavement Marking – 6-Inch Line "	Linear Foot	2.50

30	Removal of Existing Pavement Marking – 6-Inch Dotted Line Kerr Bros	Linear Foot	1.50
31	Removal of Existing Pavement Marking – Turn Lane Arrow Kerr Bros	Each	100.00
32	Removal of Existing Pavement Marking – 8-inch Crosswalk Kerr Bros	Linear Foot	4.00
33	Removal of Existing Pavement Marking – 24-inch Stop Line Kerr Bros	Linear Foot	10.00
34	Removal of Existing Pavement Marking - Channelization Striping "	Square Yard	27.00
35	Removal of Existing Pavement Marking - Word Kerr Bros.	Each Letter	25.00
36	Hydroblast Removal of Existing Pavement Marking – 4-Inch Line "	Linear Foot	5.00
37	Hydroblast Removal of Existing Pavement Marking – 4-Inch Dotted Line Kerr Bros	Linear Foot	5.00
38	Hydroblast Removal of Existing Pavement Marking – 6-Inch Line "	Linear Foot	6.00
39	Hydroblast Removal of Existing Pavement Marking – 6-Inch Dotted Line Kerr Bros	Linear Foot	6.00
40	Hydroblast Removal of Existing Pavement Marking – Turn Lane Arrow Kerr Bros.	Each	200.00
41	Hydroblast Removal of Existing Pavement Marking – 8-inch Crosswalk Kerr Bros.	Linear Foot	7.00
42	Hydroblast Removal of Existing Pavement Marking – Stop Line "	Linear Foot	40.00
43	Hydroblast Removal of Existing Pavement Marking - Channelization Striping Kerr Bros	Square Yard	40.00
44	Hydroblast Removal of Existing Pavement Marking - Word Kerr Bros.	Each Letter	75.00

In compliance with this Invitation to Bid, and subject to all conditions thereof, the undersigned agrees that if this bid response is accepted within ninety (90) days from the date of opening, to furnish any or all of the items upon which price(s) are quoted, at the price set opposite each item unless otherwise specified.

Company Name: Kerr Bros. & Assoc., Inc.	**Telephone Number:** 615-255-8614
Representative Name: Robert A. Mallory, III	**Title:** Vice President
Signature: Robert A. Mallory III	**Email Address:** kerrbros@Comcast.net
Date: 8/14/26	**Contractor License Number:** 8780

Pavement Markings
BID CONTRACT

A required form from Bidders and Proposers

This Contract is entered into on this _____ day of _____, 20____, by and between The City of La Vergne, a Tennessee Municipal Corporation, its elected and appropriate officials, and employees (the "City") and Kerr Bros. & Assoc., Inc., (the "Contractor").

This Contract consists of the following documents:

- This document;
- Invitation to Bid entitled Pavement Markings; (the "Solicitation");
- Contractor's Bid Submittal Form/Proposal dated _____ ("Contractor's Proposal");

In the event of conflicting provisions, all documents will be construed according to the following priorities:

- First, any properly executed amendment or change order to this Agreement (most recent amendment or change order given first priority);
- Second, this Agreement;
- Third, the Solicitation; and
- Lastly, Contractor's Proposal.

1. ***Purpose.*** Contractor shall provide and City shall purchase Pavement Markings based on Contractor's proposal and specifications as set forth in the Solicitation.

2. ***Term.*** The term of this Contract shall be as described in the Solicitation. However, in no event shall the term of this Contract last more than five (5) years.

3. ***Compensation.*** Compensation shall be as described in the Contractor's Proposal and the Solicitation.

4. ***Copyright, Trademark, Service Mark, or Patent Infringement.*** Contractor shall, at its own expense, shall defend any legal action which may be brought against City to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor shall further indemnify and hold harmless City against any award of damages and costs made against City by a final judgment of a court of last resort in any such legal action. City shall provide Contractor notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. City reserves the right to participate in the defense of any such legal action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon the City unless approved by the City's mayor and where required the City's board of mayor and aldermen.

5. ***Termination - Breach.*** Should Contractor fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, City shall have the right to immediately terminate the Contract. Such termination shall not relieve Contractor of any liability to City for damages sustained by virtue of any breach by Contractor.

6. ***Termination - Funding.*** Should funding for this Contract be discontinued, City shall have the right to terminate the Contract immediately upon written notice to Contractor.

7. ***Termination - Notice.*** City may terminate this Contract at any time upon sixty (60) days written notice to Contractor.

8. ***Compliance with Laws.*** Contractor agrees to comply with all applicable federal, state and local law and regulations in its performance under this Contract.

9. ***Notices and Designation of Agent for Service of Process.*** All other notices to the City shall be mailed or hand delivered to:

City Administrator
City of La Vergne
La Vergne City Hall
5093 Murfreesboro Road
La Vergne, TN 37086

Notices to Contractor shall be mailed or hand delivered to:

Kerr Bros. & Assoc, Inc.
935 3rd Ave. S.
Nashville, Tn. 37210
Robert A. Mallory, III

Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Kerr Bros. & Assoc, Inc.
935 3rd Ave S.
Nashville, Tn 37211

10. ***Maintenance of Records.*** Contractor shall maintain documentation for all charges against the City. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by the City or its duly appointed representative. The record shall be maintained in accordance with generally accepted accounting principles.

11. ***Monitoring.*** The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the City or its duly appointed representative.

12. ***City's Property.*** Any of the City's property, including but not limited to books, records

and equipment, that is in Contractor's possession shall be maintained by Contractor in good condition and repair, and shall be returned to the City by Contractor upon termination of the Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be City's property.

13. ***Modification of Contract.*** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.

14. ***Partnership/Joint Venture.*** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

15. ***Waiver.*** No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

16. ***Employment.*** Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities, or otherwise in violation of law.

17. ***Non-Discrimination.*** It is the policy of the City not to discriminate on the basis of age, race, sex, color, national origin, disability, or other protected class in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the City's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or state law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the City or in the employment practices of City's Contractor.

18. ***Insurance.*** During the term of this Contract, Contractor shall maintain liability insurance with limits of not less than described in the Solicitation, as well as automotive insurance policies. A certificate of insurance, in a form satisfactory to the City, evidencing said coverage shall be provided to the City prior to commencement of performance of this Contract. Throughout the term of this Contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.

19. ***Contingent Fees.*** Contractor hereby represents that Contractor has not been retained or retained any persons to solicit or secure a City contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under City contracts.

20. ***Gratuities and Kickbacks.*** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefor. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under City contracts.

21. ***Indemnification and Hold Harmless.*** Contractor shall indemnify and hold harmless the City, its officers, agents and employees from:

a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Contract, and,

b. Any claims, damages, penalties, costs and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent Contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

c. Pursuant to Tennessee Attorney General Opinion 93-01, the City will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

d. Contractor shall pay the City any expenses incurred as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

22. ***Attorney Fees.*** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the contract, and in the event the City prevails, Contractor shall pay all expenses of such action including the City's attorney fees and costs at all stages of the litigation.

23. ***Assignment - Consent Required.*** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of the City. Any such assignment or transfer shall not release Contractor from its obligations hereunder. NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF CITY ADMINISTRATOR, CITY OF LA VERGNE, LA VERGNE CITY HALL, 5093 MURFREESBORO ROAD, LA VERGNE, TN 37086.

24. ***Entire Contract.*** This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

25. ***Force Majeure.*** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

26. ***Governing Law.*** The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide.

27. ***Venue.*** Any action between the parties arising from this agreement shall be maintained in the courts of Rutherford County, Tennessee.

28. ***Severability.*** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

29. ***Effective Date.*** This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of the City and has been filed in the office of the City Recorder. When it has been so signed and filed, this Contract shall be effective as of the date first written above.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the parties herein have affixed their signatures to be effective on the day and year first written above.

THE CITY OF LA VERGNE, TENNESSEE:

BY: _____
Jason Cole, Mayor

ATTEST:

BY: _____
Joshua Miller
City Recorder

CONTRACTOR:

BY: Robert A. Mallory III

Printed Name: Robert A. Mallory, ~~III~~

Title: Vice President

Sworn and subscribed to before me, a Notary Public, this the _____ day of _____, 20____, by _____, the Vice-President of the Contractor, who is duly authorized to execute this instrument on the Contractor's behalf.

_____
Notary Public

Commission Expires: July 14, 2030

(SEAL)

MADELINE WYMAN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
My Commission Expires
July 14, 2030

Pavement Markings SPECIFICATIONS

A. Overview

The Contractor shall furnish all labor, supervision, materials, equipment, transportation, traffic control, layout, surface preparation, cleanup, and incidentals necessary to install, replace, or remove pavement markings at locations designated by the City of La Vergne.

Work may include, but is not limited to:

1. Painted longitudinal pavement markings;
2. Thermoplastic longitudinal pavement markings;
3. Spray thermoplastic pavement markings;
4. Preformed plastic pavement markings;
5. Stop lines;
6. Crosswalk markings;
7. Channelization markings;
8. Directional arrows, words, symbols, and other designs;
9. Raised retroreflective pavement markers;
10. Snowplowable retroreflective pavement markers;
11. Temporary pavement markings; and
12. Removal of existing pavement markings.

The Contractor shall perform all work in accordance with these Specifications, the Contract Documents, the latest edition of the Manual on Uniform Traffic Control Devices, applicable City standards, and the current edition of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction.

B. Applicable Standards

All work shall comply with the following:

1. Section 716, "Pavement Markings," of the current edition of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction;
2. All material specifications referenced by TDOT Section 716, including Sections 910 and 919, as applicable;
3. Applicable TDOT standard drawings and supplemental specifications;
4. The latest edition of the Manual on Uniform Traffic Control Devices;
5. The Contract Documents; and
6. Directions issued by the City.

References in the TDOT specifications to the "Department" shall mean the City of La Vergne. References to the "Engineer" shall mean the City Administrator, Public Works Director, City Engineer, or another authorized representative designated by the City.

If a conflict exists, the requirements of the City's Contract Documents shall govern.

C. Materials

All pavement-marking materials shall be new, unused, and suitable for the intended pavement surface.

Materials shall comply with the applicable TDOT specifications and shall be included on the applicable TDOT Qualified Products List when required.

Upon request, the Contractor shall provide product information, manufacturer's installation instructions, batch or lot numbers, certifications, test reports, and documentation of TDOT approval.

D. Installation

The Contractor shall install all pavement markings in accordance with TDOT Section 716, the manufacturer's instructions, the MUTCD, and the locations and configurations designated by the City.

Before applying markings, the Contractor shall ensure that pavement surfaces are clean, dry, and free from dirt, dust, grease, oil, loose material, existing deteriorated markings, and other substances that may interfere with adhesion.

The Contractor shall establish the proper location, alignment, width, color, pattern, and sequence of each marking. The City may review and approve the proposed layout before installation.

Markings shall be straight, uniform, clearly defined, properly aligned, and free of excessive waviness, overspray, drips, splatter, tracking, or other defects.

Markings that are improperly located, misaligned, damaged, or otherwise fail to comply with the Contract Documents shall be removed and replaced by the Contractor at no additional cost to the City.

E. Temporary Markings

The Contractor shall provide temporary pavement markings whenever permanent markings cannot be installed before the roadway is opened to traffic.

Temporary markings shall comply with TDOT Section 716 and the MUTCD. Short, unmarked sections of roadway shall not be left open to traffic.

Unless otherwise provided in the Bid Schedule, temporary markings shall be considered incidental to the permanent pavement-marking work.

F. Traffic Control and Protection of Work

The Contractor shall provide all signs, cones, flaggers, vehicles, and other traffic-control devices necessary to protect workers, motorists, pedestrians, newly applied markings, and the public.

Traffic control shall comply with the MUTCD, applicable TDOT requirements, and directions issued by the City.

Newly applied markings shall be protected from traffic until sufficiently dry, cured, or hardened. Markings damaged before acceptance shall be replaced at no additional cost to the City.

Unless separately listed in the Bid Schedule, traffic-control costs shall be included in the applicable pavement-marking unit prices.

G. Removal of Existing Markings

Existing pavement markings shall be removed where shown in the Contract Documents or directed by the City.

The proposed removal method shall be approved by the City before work begins. Existing markings shall not be concealed by painting over them with black paint, asphalt, or similar material.

Removal shall cause the least practical damage to the pavement. The Contractor shall remove residue as work progresses

and repair any pavement damage caused by the removal operation at no additional cost to the City.

H. Inspection and Acceptance

The City may inspect materials, equipment, surface preparation, layout, application, workmanship, and completed markings at any time.

Only pavement markings that are complete, properly installed, and accepted by the City will be eligible for payment.

Inspection or acceptance does not relieve the Contractor of responsibility for defective materials, workmanship, or warranty obligations.

I. Measurement and Payment

Pavement markings shall be measured and paid for in accordance with TDOT Sections 716.08 and 716.09 and the units identified in the Bid Schedule.

Payment shall be based on actual quantities installed and accepted by the City.

Unless separately identified in the Bid Schedule, the applicable unit prices shall include full compensation for:

- Layout and alignment;
- Materials and glass beads;
- Labor and supervision;
- Equipment and transportation;
- Surface cleaning and preparation;
- Primers, adhesives, binder-sealers, and activators;
- Traffic control;
- Protection of newly applied markings;
- Cleanup and disposal; and
- All other incidentals necessary to complete the work.

J. Warranty

Thermoplastic pavement markings shall be subject to the one-year adhesion requirement contained in TDOT Section 716.

The Contractor shall replace, at no additional cost to the City, any pavement marking that fails because of defective materials, improper installation, or failure to comply with the Contract Documents during the applicable warranty period.

ITEM REPORT

Board of Mayor and Aldermen

Date: September 1, 2026

Item #: 9.A.2.	Sole Source Purchase - Technical Rescue Tool Appliances for the Fire Department.		
Department:	Fire	**Presented By:**	Ronny Beasley
Item Attachments:	1. Nafeco - Paratech		

Purpose:
The Fire Department is seeking approval of the purchase of Paratech Air Shores from North America Fire Equip. Inc., D.B.A. NAFECO as a sole source provider.

Background:
The Fire Department is seeking approval to purchase Paratech Air Shores under a Sole Source letter. This is the same equipment provider for other local departments and will save time in case of a mutual aid situation.

This will provide critical appliances for trench and technical rescue. This is a new service for La Vergne Fire and Rescue.

Financial Summary:
The appliances will cost $24,656.00, which is included in the 2026-2027 Fire Department Impact Fees Budget.

Staff Recommendation:
Staff recommends approval of the purchase.

North America Fire Equip. Inc.
D.B.A. NAFECO
P.O. Box 2928
Decatur, AL 35602-2928
(800) 628-6233

Quotation

Q991826060165052

Date: 2026-08-13
Expires: 2026-09-14
FOB: Origin

Customer Number: LAV040
Customer Information: LAVERGNE FIRE DEPARTMENT
Address: 468 Stones River Road
Lavergne, TN 37086-2103

Attention: John Partridge
Phone: 615-587-3940
Email: jpartridge@lavergnetn.gov
Prepared By: Chris Patterson

Qty	Item #	Description	Each	Total
1	22-796860	Paratech Basic 12 Shore Trench Kit	$24,256.00	$24,256.00
			Subtotal	**$24,256.00**
			Freight	**$400.00**
			Total	**$24,656.00**

tax to be determined

Notes: Price includes training.

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: nafeco.com

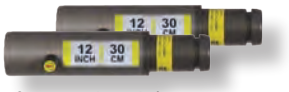
Mailing: P.O. Box 2928, Physical: 2601 Beltline Road Decatur, AL 35602-2928, (800) 628-6233

BASIC 12 SHORE TRENCH KIT

This kit gives the rescuer the ability to construct up to 12 shores for use in a trench rescue. With the available air controls and vibrant colored hoses, this is a great starter trench kit.

Kit Part No.		Net Weight: lb	kg
22-796860	US	374.6	
22-796860D	Metric		170.2

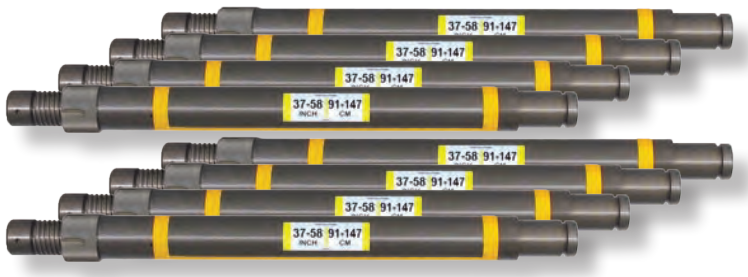
Part No.	Description	Quantity
22-796200	AcmeThread Strut 25-36 in / 64-91 cm	4
22-796202	AcmeThread Strut 37-58 in / 94-147 cm	8
22-796012	Strut Extension 12 in / 30 cm	2
22-796024	Strut Extension 24 in / 61 cm	4
22-796060	Square Swivel Base 6 in / 15.2 cm	18
22-796070	Square Rigid Base 6 in / 15.2 cm	6
22-796103G2	Dual Deadman Strut Controller G2 250 psi / 17.2 bar	1
22-895400G2	Strut/Airgun Regulator 5,500-0 psi / 379.2-0 bar	1
22-890515	Air Hose 3/8 in / 9.5 mm dia. x 16 ft / 5 m Yellow	2
22-890520	Air Hose 3/8 in / 9.5 mm dia. x 32 ft / 10 m Yellow	2
22-890516	Air Hose 3/8 in / 9.5 mm dia. x 16 ft / 5 m Red	2
22-890521	Air Hose 3/8 in / 9.5 mm dia. x 32 ft / 10 m Red	2
22-796430	Shoring Hammer	4



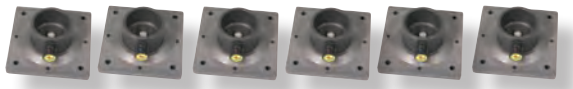
2 - Strut Extension 12 in / 30 cm 22-796012

4 - Strut Extension 24 in / 61 cm 22-796024

4 - AcmeThread Struts 25-36 in / 64-91 cm 22-796200

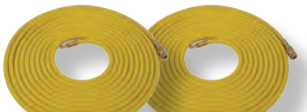


8 - AcmeThread Struts 37-58 in / 91-147 cm 22-796202

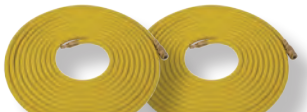


6 - Square Rigid Base 6 in / 15.2 cm 22-796070

18 - Square Swivel Base 6 in / 15.2 cm 22-796060



2 - Air Hose 3/8 in / 9.5 mm dia. x 16 ft / 5 m Yellow 22-890515



2 - Air Hose 3/8 in / 9.5 mm dia. x 32 ft / 10 m Yellow 22-890520

1 - Dual Deadman Strut Controller G2 250 psi / 17.2 bar 22-796103G2

4 - Shoring Hammer 22-796430

1 - Strut/Airgun Regulator 5,500-0 psi / 379.2-0 bar 22-895400G2

Basic 12 Shore Trench Kit
22-796860, 22-796860D

Part No.	Description	Qty
22-796012	Strut Extension 12	2
22-796024	Strut Extension 24	4
22-796060	Swivel Base 6	18
22-796070	Rigid Base 6	6
22-796103G3	Dual Deadman Strut Controller	1
22-796200	Acmethread Strut 25-36	4
22-796202	Acmethread Strut 37-58	8
22-796430	Shoring Hammer	4
22-890515	Hose 16′ Yellow W/ Couplings	2
22-890516	Hose 16′ Red W/ Couplings	2
22-890520	Hose 32′ Yellow W/ Couplings	2
22-890521	Hose 32′ Red W/ Couplings	2
22-895400G2	Regulator G2 300 psi CGA	1

To whom it may concern

Frankfort, November 2023

I am pleased to inform you that NAFECO is the only authorized Master Distributor of the Paratech Product Line and the only dealer providing product familiarization of our products in the states of Alabama, Mississippi, Oklahoma, and Tennessee.

Please feel free to refer your product inquiries to NAFECO in those states.

They are well trained and properly equipped to service your requirements for Paratech products.

I am quite proud of our long-standing relationship with NAFECO and know they will serve you well before and after the sale.

I appreciate your interest in our fine products and along with NAFECO look forward to providing you with the most advanced and highest quality equipment available for today's hazardous rescue operations.

Best Regards
PARATECH INC.

Hans Frank Normolle
Chief Sales Officer

ITEM REPORT

Board of Mayor and Aldermen

Date: September 1, 2026

Item #: 9.A.3.	State Contract Pricing - Approve The Verizon Wireless 2026 State of Tennessee Contract.		
Department:	Information Technology	**Presented By:**	Glenn Green
Item Attachments:	1. Verizon Proforma 2. State of TN Pricing Catalog 3. State of Tennesse Customer Agreement AUA		

Purpose:
Approve the 2026 contract between the State of Tennessee and Verizon Wireless Cellco for the City of La Vergne.

Background:
The State of Tennessee has entered into a new contract with Verizon Wireless for cellular communication services and equipment. The city is currently operating under the State of Tennessee 2019 contract. The new 2026 contract provides a reduction in pricing for services and equipment as well as access to new features and services.

Financial Summary:
The city should realize a $5.00 reduction in cost per cellular line, per month, as well as a reduction in equipment costs (which varies by device) with the new contract.

Staff Recommendation:
Staff recommends approval.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE
AND
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

This Contract, by and between the State of Tennessee, Department of General Services, Central Procurement Office ("State") and Cellco Partnership d/b/a Verizon Wireless ("Contractor"), is for the provision of, Cellular Devices, Services, and Business Solutions as further defined in the "SCOPE." State and Contractor may be referred to individually as a "Party" or collectively as the "Parties" to this Contract.

The Contractor is a General Partnership.
Contractor Place of Incorporation or Organization: Delaware

A. SCOPE

A.1. The Contractor shall provide all goods or services and deliverables as required, described, and detailed below and shall meet all service and delivery timelines as specified by this Contract.

a. The purpose of this document is to describe the requirements to establish a Restricted Statewide Contract to be used by the State in providing cellular services including Cellular Devices/Equipment, Service Plans, accessories and Business Solutions.

A.2. DEFINITIONS. For purposes of this Contract, definitions shall be as follows and as set forth in the Contract;

a. **3rd** Generation Partnership Project (3GPP). The term shall refer to the international standards body that covers wireless telecommunications network technologies (http://www.gpp.org)

b. 4G. The term "4G" shall mean fourth (4^{th}) generation of Cellular Device technology.

c. 5G.The term "5G" shall mean fifth (5^{th}) generation of Cellular Device technology.

d. Access Point. The term "Access Point" shall refer to a device, such as a wireless router, that allows wireless devices to connect to a network. Use one definition for devices and one for Service Plans

e. Access Point Name ("APN"). The term "APN" shall refer to the segmentation of a private network. APN is the name for the settings a Cellular Device reads to set up a connection to the gateway between a Carrier's cellular network and the internet.

f. Accessories. The term "Accessories" shall mean any equipment, add-on, or component intended for use with a Cellular Device or Devices.

g. Android. The term "Android" shall refer to cellular Smartphones running on the Android operating system developed by Google.

h. Apple Business Manager. The term "Apple Business Manager" (also known as ABM) shall refer to a set of Apple's business solutions including: Device enrollment, mobile device management, Device deployment, and automatic configuration.

i. Business Solutions. The term "Business Solutions" shall refer to a combination of ideas, services, and products that resolve a specific problem.

j. Cellular Device. The term "Cellular Device" shall mean a phone or other equipment that connects over wireless services. The State shall request in good faith that all Cellular Devices provided to the State be unlocked from the Carrier's network after sixty (60) days of activation.

k. Central Procurement Office ("CPO"). The term "CPO" shall refer to the State office established and empowered by Tenn. Code Ann. § 4-56-104.

l. Connection Rights. The term “Connection Rights” shall refer to the State’s right to connect to the Contractor’s network through APN.

m. Coverage Area. The term “Coverage Area” shall mean the geographic area in which the Carrier provides service. When located within this area, a Subscriber with a device that is compatible with the Carrier’s network should be able to access wireless services on the Carrier’s network or its partner networks.

n. Device. The term “Device” shall refer to an object or piece of equipment including but not limited to; Phone, iPads, Hotspot’s, routers, Femtocells, modems, and signal boosters.

o. Disaster Recovery. Shall mean a set of policies and procedures to enable recovery or continuation of vital technology infrastructure and systems following a natural or human induced disaster.

p. Electronic Data Interchange (“EDI”). The term “EDI” shall refer to the computer-to computer exchange of documents in an electronic format between the State and Contractor.

q. Electronic Serial Number (“ESN”). The term “ESN” shall mean a unique identification number embedded by manufacturers on a microchip in wireless Devices.

r. Flat Rate. The term “Flat Rate” shall mean a fixed monthly fee or fixed rate on a per minute basis for a Service Plan.

s. iOS Phones. The term “iOS Phones” shall refer to cellular Smartphones running on the operating system created and developed by Apple Inc.

t. iPad. The term “iPad” shall refer to a tablet computer, developed by Apple Inc. more generic

u. International Mobile Equipment Identity (“IMEI”). The term “IMEI” shall mean a fifteen (15) or seventeen (17) digit code that uniquely identifies Cellular Devices’.

v. Port. The term “Port" shall mean to take a current phone number away from the current Carrier and transport it to another Carrier. This same definition shall apply, regardless of verb tense: e.g., Ported, Porting.

w. Service Plans. The term “Service Plans” shall mean a bundled subscription offering from a cellular carrier providing some combination of Services.

x. “STS” shall mean the State’s Strategic Technology Solutions division of the Department of Finance and Administration.

y. Subscriber Identity Module Card (“SIM Card”). The term “SIM Card” shall mean a portable or electronic memory chip used in Devices.

z. Subscriber. The term “Subscriber” shall mean a State employee or contractor that a service account has been established with a cellular Device Carrier.

aa. Wireless Priority Service (“WPS”). The term “WPS” shall refer to the nationwide system in the United States that allows high-priority emergency telephone calls to avoid congestion on Cellular Device networks.

A.3. GENERAL CONTRACTOR REQUIREMENTS

a. The State shall not be charged any activation or termination fee for any cellular service.

b. All Cellular Devices shall be compliant with the State’s need to have generational compatibility (typically 3 or 4 generation of devices) and provide a replacement at no cost to the State of all Cellular Devices whose operating system is no longer supported by the manufacturer.

c. During the Term of the Contract, the Contractor shall provide, at no cost to the State, SIM Cards for all Cellular Devices and other Devices which require one. In those cases where a dual carrier is

required each carrier shall provide the required device.

d. Contractor shall provide, at no cost to the State, wall chargers, and a hard case with the initial purchase for all Cellular Devices purchased. Wall chargers will be provided with every replacement cellular device throughout the Term of the Contract

e. In the event the State engages the services of a third party to access the accuracy of invoices from the Contractor, the Contractor shall support the transfer of billing information as required to the third party at no cost to the State.

f. All goods furnished under this Contract must be new, of current manufacturer production, and must have been formally announced by the manufacturer or provider of services as being commercially available as of the date of ordering.

g. Throughout the Contract Term, the Contractor shall provide to the State Cellular Devices which are compatible with the latest software release and supported by the latest security patches and updates. Contractor may go back up to three (3) product generations as long as the compatibility requirement in Section A.3.2. is maintained. Any Cellular Device that is no longer compatible shall be replaced by the Contractor at no cost to the State.

(1) The Contractor will implement a support process for the inclusion of software applications, such as Microsoft Intune prior to shipping devices to customers.

h. During the Contract Term, the Contractor shall provide one (1) free Cellular Device per Service Year per Subscriber, in the event the Cellular Device becomes inoperable or will not update to the latest operating system.

i. The Contractor shall allow State Subscribers to upgrade their Cellular Devices once every two (2) years at no cost to the State. In some cases, subject to acceptance, Contractor may make custom offers for Cellular Devices which include an upgrade term for thirty-six (36) months.

j. Cloud Hosting Statement:

All applications must be hosted in the State's cloud tenant unless an exception has been issued by STS Security and Risk Management Team.

k. Offshore Resources Statement:

(1) With the exception of State approved Offshore Resources exceptions, all State data must remain in the United States, regardless of whether the data is processed, stored, in-transit, or at rest.

(2) Access to State data shall be limited to US-based (onshore) resources only.

(3) Configuration or development of software and code is permitted outside of the United States. However, software applications designed, developed, manufactured, or supplied by persons owned or controlled by, or subject to the jurisdiction or direction of, a foreign adversary, which the U.S. Secretary of Commerce acting pursuant to 15 CFR 791 has defined to include the People's Republic of China, among others are prohibited.

(4) Any testing of code outside of the United States must use fake data. A copy of production data may not be transmitted or used outside the United States.

A.4. DELIVERY AND SETUP

a. Normal delivery. All Cellular Devices and other Devices ordered shall be delivered to the State and activation shall be completed within a maximum of three (3) business days of receipt of request for service unless an extension has been previously approved by the State.

b. Emergency Overnight. Contractor shall support emergency overnight delivery, upon request, by the State. All orders placed by the State before 3:00 pm Central Time shall be overnighted by the

Contractor at no cost to the State. All orders placed by the State after 3:00 pm Central Time shall be delivered to the State within two (2) business days.

c. Local Expedited Delivery. Contractor shall maintain an adequate stock of the designated free iPhone models to support same day activation and delivery of Devices within ten (10) miles of the State Capitol, when ordered prior to noon of the requested delivery date. For avoidance of doubt, "adequate stock" is no more than five (5) of the designated free iPhone models. Contractor may increase the quantity of stocked devices if the demands of the State increase. The Contractor is responsible for inside delivery of device to the designated locations.

d. All Cellular Devices shall contain a customer setup sheet in the product's box on a single sheet of paper. The customer setup sheet shall contain:

(1) Contractor's device activation phone number

(2) Contractor's customer support phone number

(3) Contractor's setup instructions for provisioning

The State reserves the right to modify the requirements for the customer setup sheet as needed.

e. The Contractor shall allow the State to temporarily, and permanently block, the following inbound and or outbound services on Cellular Devices and other Devices:

(1) Nationwide voice calls

(2) International voice calls

(3) Text messages

(4) Roaming

(5) Picture message

f. All Cellular Device phones provided under this Contract shall include the following capabilities or be capable of having:

(1) Voicemail

(2) Caller ID

(3) Call forwarding

(4) Conference calling

(5) SMS/MMS

(6) Call waiting

g. The Contractor shall be a participating Apple authorized reseller or Carrier and support the automatic enrollment of Cellular Devices and other applicable Devices through the Apple Business Manager (ABM) program. Contractor will facilitate the management (such as input into ABM) of Apple, Inc products purchased by Agencies where necessary.

h. The Contractor shall be required to utilize an ITSM platform of the State's choosing. The ITSM platform will play a critical role as the key communication link between the State and the Contractor. This platform shall be used by the State to send trouble tickets and procurement tickets to the Contractor.

The total length of time required to resolve an ITSM ticket shall be tracked in the State's ITSM platform. The State shall use this information to determine whether tickets are being completed within a timely manner.

The Contractor shall complete all State ITSM ticket requests at no additional charge to the State. There shall be no limit to the number of tickets that the State may initiate for these tasks during the Contract Term.

The Contractor shall be responsible for the procurement and cost associated with all ITSM licenses needed for Contractor employees

The State reserves the right to change the ITSM platform at any time during the Contract Term, and the State will disclose to the Contractor if and when these changes will occur. In the event the State changes the ITSM platform, the State shall require the Contractor to use the new ticket tracking system, at no cost to the State.

A.5. CUSTOMER PORTALS, GATEWAYS, AND WEB LINKS

a. Contractor shall have a system capable of providing reporting within 7-10 business days after each completed bill cycle and include, but not limited to: the number of deliveries, the number of expedited deliveries, the number of emergency deliveries, the number of overnight deliveries, number of deliveries to a location and any other pertinent information regarding delivery performance. If non performance is due to inability to process received bulk orders or other ordering issue provide explanations. Financial /Invoice information, disposal certifications, network status reporting and Catalog information.

b. The State will conduct audits of the performance data accessed or received from the Contractor every six months for the purpose of validating the output data/ reports received from the Customer Portals, Gateways or Web Links. The Contractor shall support these audits at no cost to the State.

A.6. CONTRACTOR'S SUPPORT REQUIREMENTS

a. Contractor shall provide product information and technical assistance, as requested by the State, to ensure the following:

(1) Operation

(2) Troubleshooting SOW

(3) Problem resolution

(4) Administrative remote technical support - this support shall provide assistance to the State's personnel in dealing with administrative software issues or trouble shooting for all Devices and services.

b. Contractor shall provide a dedicated account team during normal State business hours to support at a minimum:

(1) Provisioning

(2) Shipping

(3) Billing Issues

(4) Contract Management

Contractor shall provide to the State primary and secondary names and contact information. In the event a named individual is no longer assigned to the account team, the Contractor shall notify the State of the replacements name and contact information.

c. Contractor must, upon the Effective Date of the Contract provide a local Nashville, Tennessee telephone number or toll-free telephone number for reporting critical outages after normal business hours. Criticality levels are outlined in section **A.10.**

d. Contract support shall be provided to the State 24x7x365, twenty-four (24) hours a day, seven (7)

days a week, three hundred sixty-five (365) days per year, including weekends and holidays. Contractor shall provide to the State telephone technical support services such as troubleshooting hardware and/or service problems with individuals authorized by State personnel designated as authorized. The Contractor shall provide the names, and contact information for support personal required in section A.4. In addition, the Contractor shall also provide the names and contact information that can be contacted when the primary individual is not available.

A.7. REPLACEMENT EQUIPMENT

a. The Contractor shall ship replacement Cellular Devices, meeting or exceeding the specifications of the Device being replaced. The State will accept Certified, by Verizon, like new Cellular Devices with the remainder of Manufacturer's Warranty to apply, or ninety (90) days, whichever is greater.

(1) Delivery. The Contractor shall ship replacement Cellular Devices, within one (1) business day after receiving the request from the State

A.8. DISPOSAL AND REUSE OF DEVICES

a. Destruction

(1) At no additional cost to the State, the Contractor must securely dispose of Cellular Devices and other Devices. This applies when:

i. Cellular Devices or other Devices become obsolete;
ii. Cellular Devices or other Devices are returned to the Contractor for replacement; or
iii. Cellular Devices or other Devices are no longer needed by the State, including any pre-existing Cellular Devices that are on hand at the start of the Contract and no longer needed by the State.

(2) Contractor shall respond to requests, from STS, for pick-up of Devices by sending prepaid shipping materials to the address(s) specified by STS within three (3) business days. Contractor will be notified, by the State, as to the schedule and place(s) for the pick-up once the prepaid shipping materials have been received.

(3) Contractor shall ensure all Devices are purged using the most current NIST 800.88 standards for data wiping prior to disposal. The State reserves the right to audit the certificates and supporting documentation.

(4) Contractor shall provide to STS a Certificate(s) of Destruction/Disposal within thirty (30) Business days of receipt of the device for Destruction or Disposal. At the end of each month Certificate(s) identifying each device that was destroyed during the month shall be sent to STS. Failure to account for the devices destroyed (Certificate) or still in the Contractors inventory, beyond the 30 day destruction period of such product, shall result in the Contractor being assessed Service Credits in accordance with Attachment 4 - Service Credits. The Certificate shall identify the Cellular Devices by EIN or Phone Number and for other Devices by Model/Serial Number.

b. Reuse

(1) The State may choose to implement a program to reuse and or partner with the Carrier to sell surplus devices. The Contractor shall work with the State to develop the parameters for Implementing the program. Determining which devices are to be destroyed or resold/reused, determination of value of devices to be reused or sold and determining method of crediting the State for a portion of the device value. All devices shall have all data wiped in accordance with the most current NIST 800.88 Standard prior to any resale or reuse.

A.9. SOFTWARE

a. For devices sold by the Contractor to the State, the Contractor shall maintain the compatibility and adherence to functional requirements and specifications of all software as offered by the

manufacturer as the most current version. In addition, all software offered must migrate over time to later, more current manufacturer versions and upgrades. Throughout the Contract Term, the Contractor shall ensure that software upgrades and patches purchased under these specifications shall adhere to this requirement. If the Contractor cannot meet this requirement, they shall at no cost to the State provide replacement Cellular Devices and other Devices.

b. Technology additions and insertion of software within the original scope of the Contract shall be subject to acceptance by the State. All software (including operating systems) provided on Devices shall be the standard, commercially available software provided by the manufacturer, with no substitutions or additional software (including plugins or enhancements) installed by the Contractor without the prior approval of the State.

c. Where applicable, the Contractor shall offer to the State desktop synchronization software. This is software installed by the user for synchronization of personal information management data between the user's computer and the Cellular Device and/or other Device.

d. Required MDM applications are to be pre-loaded on the device prior to shipment. Additionally, the Contractor may be required to pre-load other applications such as Microsoft Intune.

A.10. OUTAGES

a. The Contractor will provide the State's named contacts with a minimum two-week advanced notification when practicable of planned network outage or maintenance. The advanced notification must include the geographical area affected, the expected impact to normal service operations, and the expected start and end time of the maintenance, including the time when network services are expected to be returned to normal service operational thresholds.

b. Contractor will provide the State's named contacts with notification of an unplanned network event (in accordance with the Contractor's Disaster Recovery Plan) within one (1) hour of the Contractor's confirmation that there is an unplanned disruption of normal service operations and an estimated time to restoration of normal service operational thresholds. The Contractor will provide updates to the State's named contacts every half hour until service is restored.

A.11. ACCOUNTING NUMBERS

a. All Porting of numbers, new lines, service add-ons, changes to service plans, or terminations of services for all Cellular Devices shall be approved by STS. The Contractor shall provide a toll-free telephone number and a method to identify State authorized personnel serial identification number, ESN, or SIM changes. These changes shall only be made by authorized State personnel. The Contractor shall provide a toll-free telephone number and password to authorized State personnel.

b. Only securely identified State authorized personnel shall be able to make any changes on any active telephone numbers serviced by the Contractor. Only voicemail changes such as password reset shall be performed by the user calling customer service. ESN or Subscriber information module changes requested shall be authorized by the State or certain other persons designated as authorized. Passwords must be assigned to these designated personnel with authorization from those listed above. Username and password authentication shall be required for any changes made on any active telephone numbers serviced by the Contractor. These changes shall be performed using secure web portals provided by the Contractor.

A.12. WIRELESS PRIORITY SERVICE (WPS)

a. The Contractor shall support WPS. The State will notify the Contractor when WPS is required. Eligibility for WPS is determined by the Department of Homeland Security's Office of Emergency Communications (OEC). To take advantage of WPS on the Contractor's network, authorized National Security and Emergency Preparedness (NS/EP) users must first apply to the OEC to receive this service. Once OEC confirms eligibility, the OEC will then notify Contractor that the official has been approved for WPS and that the service can be added to the user's account.

b. The Contractor shall support WPS for Cellular Device calling. During the Contract Term, the State

has the right to require the Contractor to cover WPS Data.

c. The State shall not pay monthly service charges, activation fees, or per minute's usage charges for WPS.

A.13. BUSINESS SOLUTIONS

a. The State may request for the Contractor to provide Business Solutions for cellular services. These Business Solutions may include, but not be limited to, the following:

(1) Tracking

(2) Asset Management

(3) Applications

(4) Professional Services Automation

(5) Fleet Management

(6) Remote Monitoring Analytics

(7) Access Point

b. Each Business Solution shall provide the following information:

(1) Product name

(2) Executive summary of the product capabilities

(3) Specific applications

(4) Any potential impacts on costs and benefits

(5) Partners and or subcontractors that would be involved in the implementation, operation and servicing of the product offering: NOTE: Responsibility and liabilities for the performance/use of the product of a Partner or Subcontractor for Business Solutions shall rest with the Contractor.

A.14. CATALOG AND CATALOG MANAGEMENT

a. The Contractor shall provide a Catalog Excel format for all Cellular Service Plans for Voice/Data (including Public Safety). Add-on features such as E911, PTT, National and international calling/data plans, and Radio and Satellite Services should be included. Service Plans that are currently in use by the State shall remain active for the duration of the Contract unless the State informs the Contractor that the service is no longer required. Equipment to be included are, but not limited to, phones, accessories, Hotspots, ipads, Tablets, routers, sensors, signal boosters, and Business Solutions-See A.13. above.

b. Pricing: the Catalog shall contain all retail pricing, discounts to the State, net pricing, add-on pricing (such as PTT). Pricing for Cellular Voice and or Data Plans shall be fixed for the Term of the Contract including options. Equipment and Accessories Pricing may be adjusted quarterly.

c. The Catalog (ATTACHMENT 3) may be updated, as required, and approved by CPO, to remain technologically current pursuant to Section E.5, Additional lines, items, or options (below).

d. The Contractor's Catalog will exclude all State and Local Sales/Excise Taxes, Surcharges and Fees. Appropriate Taxes, Fees and Surcharges will be submitted as separate lines in the invoice.

A.15. ACCESS POINT NAME

a. The Contractor shall ensure Cellular Devices establish a wireless data connection to the Contractor's

Cellular Data network as a member of a specific APN.

The Contractor shall provide options for two (2) APNs, both Private and Public connections, at no additional cost to the State:

(1) Public APN service will provide an APN that is limited to public Internet access only.

(2) Private APN service will provide a Private APN distinct from the Public APN.

i. Private APN customer traffic will be isolated from all other customer traffic.
ii. Private APN customers will be assigned private addresses within the State's private address space (i.e. 10.x.x.x); the scope and range of IP pools to be designate by the State
iii. Private APN customers will have secured encrypted tunnel(s) terminating into the States Data Center(s).

b. The Contractor shall allow the State Connection Rights for use with Host Applications. The State shall develop, procure, and/or implement any Host Application at its own expense.

A.16. WARRANTY

Contractor represents and warrants that the term of the warranty ("Warranty Period") shall be the greater of: (a) twelve (12) months after the provision and acceptance by the State of goods or services provided by Contractor; or (b) any other warranty generally offered by Contractor, its suppliers, or manufacturers to customers of its goods or services. The goods or services provided under this Contract shall conform to the terms and conditions of this Contract throughout the Warranty Period. Any nonconformance of the goods or services to the terms and conditions of this Contract shall constitute a "Defect" and shall be considered "Defective." If Contractor receives notice of a Defect during the Warranty Period, then Contractor shall correct the Defect, at no additional charge.

Contractor represents and warrants that the State is authorized to possess and use all equipment, materials, software, and deliverables provided under this Contract.

Contractor represents and warrants that all goods or services provided under this Contract shall be provided in a timely and professional manner, by qualified and skilled individuals, and in conformity with standards generally accepted in Contractor's industry.

If Contractor fails to provide the goods or services as warranted, then Contractor will re-provide the goods or services at no additional charge. If Contractor is unable or unwilling to re-provide the goods or services as warranted, then the State shall be entitled to recover the fees paid to Contractor for the Defective goods or services. Any exercise of the State's rights under this Section shall not prejudice the State's rights to seek any other remedies available under this Contract or applicable law.

A.17. INSPECTION AND ACCEPTANCE. The State shall have the right to inspect all goods or services provided by Contractor under this Contract. If, upon inspection, the State reasonably determines that the goods or services are Defective, the State shall notify Contractor, and Contractor shall re deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

B. TERM OF CONTRACT:

B.1. This Contract shall be effective as of the February 1, 2026 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to two (2) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months

B.3. Term Extension. The State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Contract, under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS

C.1. Estimated Liability. The total purchases of any goods or services under the Contract are not known. The State estimates the purchases during the Term shall be EIGHTY MILLION DOLLARS ($80,000,000) ("Estimated Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

C.2. Price Changes. Prices listed in awarded published catalog, price lists or price schedule shall remain firm for the periods stated in Section A.14 Catalog ("Firm Price Periods").

a. Price Decreases. After the Firm Price Period, prices may be adjusted.

b. Price Increases. After the Firm Price Period, Contractor may request price increases. The request shall: include copies of the new price lists or catalog that reflect a change in the Contractor's cost; not constitute an increase in profit; and apply to all of the Contractor's customers.

c. Approval of Price Changes. The State may at its sole option: (1) grant the Contractor's request; (2) cancel the Contract and award it to the next apparent best evaluated Respondent; (3) cancel the Contract and reissue the solicitation; or (4) deny the Contractor's request. If approved, any price changes of less than seven percent (7%) will become effective upon the State's approval in writing. Price changes exceeding seven percent (7%) shall require a Contract amendment. The Contractor shall honor all purchase orders dated prior to the approved price change. Upon request from the State, the Contractor shall furnish the approved catalog, price schedule or price list as applicable to the State at no charge.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates for goods or services contained in Contract Attachment 3 and as authorized by the State in a total amount as set forth in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory provision of goods or services as set forth in Section A.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

C.5. Invoice Requirements. The Contractor(s) shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in Section C.3., above. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

a. The Contractor shall comply with the following invoicing requirements:

(1) Monthly Bill Files shall be sent to the State electronically through a secure connection to be agreed upon. Monthly Bill Files will be uploaded to the State server no later than 4:30pm Central Time on the last calendar of every month. Failure to comply with this requirement may result in the Contractor being assessed service credits as stated in attachment 4.

(2) The billing cycle shall start on the 20th of the previous month and end on the 19th of the current month. Or the billing cycle will start on the 21st of the previous month and end on the 20th of the current month.

(3) Contractor raw billing data utilized for bill file compilation shall be available in the Contractor's portal no later than seven (7) calendar days after the bill cycle end date.

(4) Contractor's invoice must be available in the Contractor's portal no later than 4:30pm Central

Time on the last calendar of every month. The bill cycle shall be the same or as close to the invoice date as possible.

(5) Upon satisfactory completion of a ninety (90) calendar day billing acceptance period, the State's billing services team shall issue written notification of billing acceptance. If the Contractor fails to gain billing services acceptance within ninety (90) calendar days from contract award effective date, the State may terminate the contract without penalty.

(6) The Contractor shall work with the State on processing the billing file through the State's billing system. If within 90 days a satisfactory resolution to processing the file cannot be reached, the State may cancel the contract without penalty.

(7) The Contractor shall provide a single point of contact for all billing issues/inquiries including the name, toll-free telephone number, and email address. The Contractor shall notify the State's billing services team and STS Mobility Team when changes in personnel occur.

(8) The Contractor shall establish and document a billing escalation process to resolve any billing issues including discrepancies, errors, omissions, or unrecognized charges.

(9) The Contractor shall utilize an ITSM platform of the State's choosing for ordering, order fulfillments, and tracking.

(10) The Contractor shall provide the State's STS Mobility Team with billed and unbilled call record details within seventy-two (72) calendar hours of the requests. Access to the Contractor's portal with call record detail that can be generated by the State is an acceptable substitute

(11) A standard Contractor invoice file format shall be provided to the State's billing services team, in writing, within thirty (30) days upon award of contract. The State has the right to request modifications to the format if needed. Data elements should include but not be limited to the following:

Billing date
Account Number
Invoice Number
Wireless Number
Wireless Customer Name
Usage Charge
Allowable Taxes
Allowable Surcharges
Minutes Used

(12) The Contractor shall ensure all charges are billed to the number that incurred the charges.

b. Contractor's invoices shall:

(1) Only include charges for goods delivered or services provided as described in Section A and in accordance with payment terms and conditions set forth in Section C;

(2) Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;

(3) Not include Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal property taxes, or income taxes; and

(4) Include shipping or delivery charges only as authorized in this Contract.

c. The timeframe for payment (or any discounts) begins only when the State is in receipt of an invoice that meets the minimum requirements of this Section C.5.

d. The Contractor shall comply with the following invoicing dispute requirements:

(1) If the Contractor is unable to submit accurate invoice information, the State may refuse payment of the Contractor's invoice or may delay payments without penalty.

(2) The State shall provide the Contractor with a file listing of any disputed charges within 30 days of the State receiving the file for the month prior. The State shall identify each disputed charge and provide a reason that it has been disputed. The State waives the right to dispute any charge not documented within this time period.

(3) The portion of charges in dispute may be withheld and will not be considered due until the Contractor completes its investigation of the dispute e.g. numbers not associated with the State, taxes.

(4) Corrections for disputed charges shall be submitted as new invoices but must retain the original invoice date and be submitted no later than two (2) billing cycles from when the dispute was initiated.

(5) The Contractor cannot submit new charges to the State that are outside of the State's fiscal year which runs July 1 to June 30. Corrections to disputed charges are addressed in Section C.5.d.4. above.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

C.7.Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, to not constitute proper compensation for goods delivered or services provided.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation. At the State's option, it may make payments to Contractor by automated clearing house ("ACH") or the State Purchasing Card ("P-Card").

a. The Contractor shall complete, sign, and present to the State:

(1) An "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

(2) An "Authorization to Receive Payments by Purchasing Card Form" provided by the State. By doing so, the Contractor agrees that payments to the Contractor under this Contract may be made using the State P-Card and Contractor will provide level III data reporting information.

b. The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information

D. MANDATORY TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer.

Approvals shall be evidenced by a signature or electronic approval.

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided in writing by a Party.

The State:

Richard Kotler Category Specialist
Department of General Services, Central Procurement Office
3rd Floor, WRS Tennessee Tower
312 Rosa L. Parks Ave.
Nashville, Tennessee 37243
Email Address: Richard.Kotler@tn.gov
Telephone Number: 615-253-4723

The Contractor:

David Hall, Contract Management - Senior Manager
Cellco Partnership d/b/a Verizon Wireless
10170 Junction Drive, Floor 02
Annapolis Junction, MD 20701
Email Address: david.hall4@verizonwireless.com
Telephone # Number: 404-977-8653
FAX # Number: 240-280-3686

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

D.3. Modification and Amendment. This Contract may be modified only by a written amendment signed by all Parties and approved by all applicable State officials.

D.4. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon thirty (30) days written notice to the Contractor. The State's exercise of its right to terminate this Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

D.5. Termination for Convenience. The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

D.6. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"),the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Contractor shall not

be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

D.7. Assignment and Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the goods or services provided under this Contract without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

D.8. Conflicts of Interest. The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

D.9. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.10. Prohibition of Illegal Immigrants. The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a. The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation by submitting to the State a completed Attestation (accessible through the Edison Supplier Portal) and included at Attachment 1, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b. Prior to the use of any subcontractor in the performance of this Contract, and semi annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the

United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

D.11. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.12. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.13. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.

D.14. Strict Performance. Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

D.15. Independent Contractor. The Parties shall not act as employees, partners, joint venturers, or associates of one another. The Parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either Party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one Party are not employees or agents of the other Party.

D.16. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless from any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

D.17. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident

D.18. Limitation of Contractor's Liability. In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Total Spend or FIVE MILLION (5,000,000.00) DOLLARS whichever is greater, PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

D.19. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be

liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other prompt notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

D.20. HIPAA Compliance. To the extent applicable, the State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

D.21. Tennessee Consolidated Retirement System. Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, *et seq.*, the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8- 35-101, *et seq.*, accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

D.22. Tennessee Department of Revenue Registration. The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Contract.

D.23. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded, disqualified, or presently fall under any of the prohibitions of sections a-d.

D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) business day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

D.25. State and Federal Compliance. The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

D.26. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 - 408.

D.27. Entire Agreement. This Contract is complete and contains the entire understanding between the Parties relating to its subject matter, including all the terms and conditions of the Parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the Parties, whether written or oral.

D.28. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

D.29. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D.30. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract

by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below:

a. any amendment to this Contract, with the latter in time controlling over any earlier amendments;

b. this Contract with any attachments or exhibits (excluding the items listed at subsections c. through f., below), which includes Attachment 1- Attestation; Attachment 2 – RESERVED; Attachment 3 – Catalog of Product and Pricing; and Attachment 4 – Service Credits

c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;

d. the State solicitation, as may be amended, requesting responses in competition for this Contract;

e. any technical specifications provided to proposers during the procurement process to award this Contract; and

f. the Contractor's response seeking this Contract.

D.31. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq*., addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.32. Insurance. Contractor shall maintain insurance coverage as specified in this Section. The State reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Contract. Contractor's failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Contract. If Contractor loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, Contractor shall immediately notify the State. All insurance companies providing coverage must be: (a) reasonably acceptable to the State; (b) authorized by the Tennessee Department of Commerce and Insurance ("TDCI"); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the State. Contractor agrees to include the State as an additional insured as their interest may appear under this Agreement on any insurance policy with the exception of workers' compensation and (employer's liability), and professional liability (errors and omissions) insurance. All policies must contain an endorsement for a waiver of subrogation in favor of the State. The deductible or SIR and any premiums are the Contractor's sole responsibility. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and limits specified in this Section. The COI must be on a form approved by the TDCI (standard ACORD form preferred). The COI must list each insurer's National Association of Insurance Commissioners (NAIC) number and be signed by an authorized representative of the insurer. The COI must list the State of Tennessee – CPO Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 as the certificate holder. Contractor shall provide the COI within ten (10) business days of the Effective Date and again upon renewal or replacement of coverage. Contractor shall provide the State evidence that all subcontractors maintain the same insurance coverages, limits, and endorsements as required of Contractor under this Contract. Notwithstanding the foregoing, upon request the State may waive, in its sole discretion, any coverage requirement not applicable to the work to be performed by a subcontractor engaged by Contractor... At any time, the State may require Contractor to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Contract. If Contractor self-insures, then a COI will not be required to prove coverage. Instead Contractor shall provide a certificate of self-insurance or a letter, on Contractor's letterhead, detailing its coverage, policy amounts The The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the

State is governed by Tenn. Code Ann. § 8-6-106.

The insurance obligations under this Contract shall be: the insurance coverage requirements and policy limits shown in this Contract No representation is made that the insurance requirements of the Contract are sufficient to cover the obligations of the Contractor arising under this Contract. The Contractor shall obtain and maintain, the following insurance coverages and policy limits.

a. Commercial General Liability ("CGL") Insurance

(1) The Contractor shall maintain commercial general liability insurance with limits of one million dollars ($1,000,000) per occurrence and $2,000,000 general aggregate~~,~~ which shall be written on an occurrence coverage form (ISO or a substitute form providing equivalent coverage) and shall include liability coverage for bodily injury, premises and operations, products and completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

b. Workers' Compensation and Employer's Liability Insurance

(1) For Contractors statutorily required to carry workers' compensation and employer's liability insurance, the Contractor shall maintain:

i. Workers' compensation in compliance with the statutory requirements of the state(s) of operation and Employer's Liability an amount of one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

(2) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 – 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

i. The Contractor employs fewer than five (5) employees;
ii. The Contractor is a sole proprietor;
iii. The Contractor is in the construction business or trades with no employees;
iv. The Contractor is in the coal mining industry with no employees;
v. The Contractor is a state or local government; or
vi. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

c. Automobile Liability Insurance

(1) The Contractor shall maintain automobile liability insurance in the amount of one million dollars ($1,000,000) combined single limit each accident for bodily injury and property damage, covering all owned, leased, hired, and non-owned automobiles.

d. Telecommunications, Media & Technology Professional Liability (Errors & Omissions) and Cyber Liability Insurance

(1) The Contractor shall maintain telecommunications, media & technology liability (errors & omissions) and cyber liability insurance in an amount of ten million dollars ($10,000,000) per occurrence and annual aggregate, covering liability arising out of the negligent acts, errors, and/or omissions of Contractor in connection with this Agreement including, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks such as unauthorized access, failure of security, information theft, damage to

destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties.

(2) Such policy or policies shall also include coverage for data breach response expenses, payable whether incurred by the State or Contractor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

e. Crime Insurance

(1) The Contractor shall maintain crime insurance, which shall be written on a "loss sustained form" or "loss discovered form" providing coverage for third party fidelity, including cyber theft and extortion. The policy must allow for reporting of circumstances or incidents that may give rise to future claims, include an extended reporting period of no less than two (2) years with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction.

(2) Any crime insurance policy shall have a limit of one million dollars ($1,000,000) per claim. Any crime insurance policy shall contain a Social Engineering Fraud Endorsement with a limit of two hundred and fifty thousand dollars ($250,000). This insurance may be written on a claims-made basis, but in the event that coverage is cancelled or non-renewed, the Contractor shall purchase an extended reporting or "tail coverage" of at least two (2) years after the Term.

D.33. Major Procurement Contract Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

D.34. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

D.35. Boycott of Israel. The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

D.36. Prohibited Contract Terms. The prohibited contract terms and conditions enumerated in Tenn. Code Ann. § 12-3-515, shall be a material provision of this Contract. The Contractor acknowledges, understands, and agrees that the inclusion of a term or condition prohibited by Tenn. Code Ann. § 12-3-515, shall be null and void and the Contract shall be enforceable as if the Contract did not contain such term or condition.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's

other terms and conditions.

E.2. RESERVED

E.3. Survival. The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

E.4. State Ownership of Goods. The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties

E.5. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:

(1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;

(2) Any pricing related to the new lines, items, or options;

(3) The expected effective date for the availability of the new lines, items, or options; and

(4) Any additional information requested by the State.

b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.

c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.

d. Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

E.6. Intellectual Property Indemnity. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State which concern or arise out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement by any product or service provided by Contractor to the State under this Agreement. In any such claim or action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Contractor shall be responsible for all reasonable legal or other fees or expenses incurred by the State arising from the defense of any such claim. The State shall give the Contractor prompt notice of any such claim or suit, however, the failure of the State to give such notice shall only relieve Contractor of its obligations under this Section to the extent Contractor can demonstrate actual prejudice arising from the State's failure to give notice. The Contractor shall have no liability for and no obligation to indemnify against claims or suits to the extent the alleged infringement arises out of or results from any of the following: (a) any illegal or unauthorized use of the cellular services or Devices by the State; (b) modifications of the Devices or software made by the State which are not contemplated by this Contract; (c) any action taken at the State's explicit direction, to the extent the allegedly infringing activity was specifically required by said direction; (d) the State's continuance of an allegedly infringing activity after being notified thereof; (e) any negligent or willful act or omission by or attributable to the State; or (f) the combination of cellular services with services and/or equipment not authorized by the Contractor. This Section shall not grant the Contractor, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tenn. Code Ann. § 8-6-106.

E.7. Software License Warranty. Contractor grants a license to the State to use all software provided under this Contract in the course of the State's business and purposes.

E.8. Software Support and Maintenance Warranty. Contractor shall provide to the State all software upgrades, modifications, bug fixes, or other improvements in its software that it makes generally available to its customers.

E.9. Extraneous Terms and Conditions. Contractor shall fill all orders submitted by the State under this Contract. No purchase order, invoice, or other documents associated with any sales, orders, or supply of any good or service under this Contract shall contain any terms or conditions other than as set forth in the Contract. Any such extraneous terms and conditions shall be void, invalid and unenforceable against the State. Any refusal by Contractor to supply any goods or services under this Contract conditioned upon the State submitting to any extraneous terms and conditions shall be a material breach of the Contract and constitute an act of bad faith by Contractor. The foregoing terms do not apply to third-party products or services sold under this contract which shall be subject to commercial terms and conditions as provided by the third-party solution provider.

E.10. Contractor Hosted Services Confidential Data, Audit, and Other Requirements

a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:

(1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.

(2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 or 140-3 (current applicable version) validated encryption technologies. The State shall control all access to encryption keys. The Contractor shall provide installation and maintenance support at no cost to the State.

(3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s) or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

(4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this

Contract. “Penetration Tests” shall be in the form of attacks on the Contractor’s computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment’s features and data. The “Vulnerability Assessment” shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

(5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State

(6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology (“NIST”) Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

(1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State’s Enterprise Information Security Policies as amended periodically. The State’s Enterprise Information Security Policies document is found at the following URL: https://www.tn.gov/finance/strategic-technology-solutions/strategic-technology solutions/sts-security-policies.html.

(2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. “Operating System” shall mean the software that supports a computer's basic functions, such as scheduling tasks, executing applications, and controlling peripherals.

(3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice and at any reasonable time, the Contractor and Subcontractor(s) agree to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor and all Subcontractors used by the Contractor. Contractor will maintain and cause its Subcontractors to maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor and Subcontractor(s) personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor’s or Subcontractor’s information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor’s and Subcontractor’s compliance with the State’s Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation.

For any audit issues identified, the Contractor and Subcontractor(s) shall provide a corrective action

plan to the State within 30 days from the Contractor or Subcontractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:

(1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:

i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: 48 HOURS

ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: 72 HOURS

These RPO and RTO targets do not apply to Contractor's wireless network.

(2) The Contractor and the Subcontractor(s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer

E.11. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no

cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Contract.

E.12. Statewide Contract. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
b. Tennessee local government, its agencies, boards, commissions, instrumentalities, or authorities;
c. the board of trustees of the University of Tennessee system; the Tennessee Board of Regents systems; the state university boards; the Tennessee higher education commission; and the Tennessee student assistance corporation;
d. any private nonprofit institution of higher education chartered in Tennessee; and,
e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse Services to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. An Authorized User shall have the right to request additional terms as may be necessary to ensure compliance with applicable local, State and federal laws, regulations, or requirements. Any requested changes should not impact the competitive nature of the contractor selection process. Any modification pursuant to this section is subject to the procurement policies and procedures of the Authorized User and subject to agreement by the Contractor and Authorized User. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

E.13. Statewide Contract Reports. All reports shall be submitted electronically in Microsoft Excel format. Reports shall include the ability to sort or summarize data in accordance with the Contract Administrator's specifications. All reports shall be provided at no additional cost to the State.

Quarterly Reports: Contractor(s) will submit quarterly reports to the Contract Administrator no later than ten (10) days after the end of the State's quarter (e.g. a fiscal year quarter 2 report for October - December is due no later than January 10th). At the Contract Administrator's sole discretion, the State may extend the time allowed to complete quarterly reports. Quarterly reports shall provide statistical data on all purchases under this Contract by Tennessee State Agencies and Authorized Users. The quarterly report's statistical data shall be detailed and broken down by line item to include information agreed to by the Parties during the Implementation Phase of the Contract, which shall at a minimum include:

(1) Edison contract number

(2) Contract line item number

(3) Invoice date

(4) Invoice number

(5) Supplier part number

(6) Item or bundle description

(7) Quantity purchased

(8) Unit of measure

(9) Unit of measure description

(10)Name of State Agency or Authorized User

(11)Identity of purchaser: State entity or non-State entity

(12)State Agency location

(13)Unit/Contract price per line item

(14)List price as listed in supplier's catalog if catalog item

(15)Subtotals for each category above

(16)Grand totals for each category above

Custom Reports: When requested by the State, the Contractor shall submit custom reports to the Contract Administrator within thirty (30) days of the request.

E.14. Prohibited Advertising or Marketing. The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State.

The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

E.15. Administrative Fee The Contractor shall pay the State an Administrative Fee of one (1) percent (1.0% or 0.01) in accordance with the Terms and Conditions of the Contract no later than thirty (30) days following the end of each calendar quarter. The State's Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping).

Period End	Admin Fee Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The administrative fee shall be submitted to the following address:

Director of Financial Management
Department of General Services
W.R. Snodgrass TN. Tower 24th Floor
312 Rosa L. Parks Avenue
Nashville, TN 37243

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME: CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS

Brenton Ferrara (Dec 22, 2025 10:53:38 EST) December 22, 2025

CONTRACTOR SIGNATURE **DATE**

Brenton Ferrara, VP- Contract Management

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

STATE AGENCY NAME: STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE

Digitally signed by Michael F. Perry
DN: cn=Michael F. Perry, o=State of TN CPO , ou=Dept of General Services, email=mike.perry@tn.gov, c=US
Date: 2025.12.31 08:44:36 -06'00'

MICHAEL F PERRY, CHIEF PROCUREMENT OFFICER **DATE**

ATTACHMENT 1

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	32110-00811
CONTRACTOR LEGAL ENTITY NAME:	Cellco Partnership d/b/a Verizon Wireless

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

Brenton Ferrara (Dec 22, 2025 10:53:38 EST)

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. Attach evidence documenting the individual's authority to contractually bind the Contractor, unless the signatory is the Contractor's chief executive or president.

Brenton Ferrara, VP- Contract Management

PRINTED NAME AND TITLE OF SIGNATORY

December 22, 2025

DATE OF ATTESTATION

ATTACHMENT 2

RESERVED

CATALOG

Format of Catalog

The Catalog shall be an Excel Spreadsheet utilizing three (3) Tabs

Tab 1. **This tab shall contain the listing of all the service plans the respondent makes available to other States, whether Standard offering or custom. Offered Plans will be given a name (i.e, Unlimited Voice/ Data Plan), description of the Plan including the service, i.e. Unlimited Voice/Data, any restrictions and or limitations and cost showing (at a minimum) the List Price, The Discount, and The Net Price to the State (without Taxes and Surcharges). In addition, the list is to contain such add-ons as International Calling/Data Plans (including the definition of International and Domestic), Push-to- Talk, etc.**

Tab 2. **This Tab shall contain a listing of equipment offerings such as Phones, Hotspots, Cellular Routers, Extenders, etc.**

Tab 3. **This Tab shall contain the listing of the Business Solutions Offerings (refer to A.11 of the Scope), and costs (depending on the specific solution pricing may have to be negotiated at the time a solution is considered for implementation), and any required licenses. The Contracted Party is responsible for the performance for Third Party Business Solutions providers. Orders would be placed on the Contractor and payments would be made to the Contractor. The Contractor is responsible for paying the Third Party.**

Approved Verizon Catalog 12/2025

Verizon Pro Forma
Attachment 3 Catalo

SERVICE CREDITS

SERVICE LEVEL	CREDITS	CONVERSION TO DOLLARS (ONE CREDIT EQUALS $1.00)
1. Certificate(s) of Data Destruction		
Not Received within thirty (30) business days after receipt of device	500	$500.00
Continued 30 day periods without receipt	500	$500.00
2. Monthly Bill File Received		
Failure to comply with C.5.a.1 "Last Day of Month"	5000	$5,000.00
Each day not received after Last day of Month requirement	500	$500.00

A. Service Credits shall be limited to Contractor-provided devices. Contractor shall not be subject to Service Credits or other penalties for Cellular Devices provided by other Carriers. If the Contractor misses providing a Disposal Certificate containing multiple Devices, the Contractor will be assessed for missing one Certificate. The State may waive Service Credits if Contractor communicates receipt of devices and status of Disposal Certificates.

B. State of Tennessee F&A Billing Services shall invoice the Contractor for the Service Credit amount accrued each month if applicable. The State may waive Service Credits if the Contractor works in good faith and communicates with State of Tennessee F&A Billing Services.

verizon

State of Tennessee Pricing Catalog

Description of Product(s)

Solicitation #: RFQ 32110-00811

Cellular Devices, Services and Business Solutions

Table of Contents

1. Terms & Definitions
2. Offer Summary
3. Proposed Wireless Service Plans
4. Voice Plans
5. Data Plans
6. Public Safety
7. Business Internet/FWA
8. Machine To Machine (M2M)
9. Additional Features
10. Legacy Plans
11. BUSS (Business Solutions Store)
12. Additional Product Information (Terms & Conditions)

Terms & Definitions

1. **Access Discount:** Government Subscribers are eligible for a 20% access discount on qualified plans and features where noted.
2. **Accessory Discount.** Government Subscribers are eligible to receive a 25% discount from the retail price of qualifying accessories.
3. **Administrative Charge:** The Administrative Charge (Admin Charge) is a surcharge that recovers some of the administrative expenses and costs of complying with regulatory requirements incurred to provide service. Admin Charges are subject to change from time to time. The Admin Charge is not a tax or government-imposed fee that Verizon is required to collect, but are retained by Verizon.
4. **Customer:** State of Tennessee
5. **Eligible Data Feature(s):** Any generally available Verizon Wireless data feature with a monthly access fee of $24.99 or higher, added to an Eligible Calling Plan, that does not prohibit discounts.
6. **Eligible Plan(s):** Any generally available Verizon Wireless voice, data or M2M plan with a monthly access fee of $34.99 or higher that does not prohibit discounts.
7. **Employee Discount Program:** Employee End Users are eligible for 15% off discount eligible consumer plans.
8. **Equipment:** Wireless telephones, data modems and similar devices and ancillary accessories used in conjunction with Wireless Service. Verizon provides Equipment at “Open Market” pricing. Speak with your Verizon Account Manager for current Equipment pricing and availability.
9. **Government Subscriber:** An employee of Customer utilizing Wireless Service whose account is set up in Customer’s name and for which Customer bears payment responsibility.
10. **Machine to Machine Service (M2M Service):** M2M refers to use of the Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.
11. **M2M Line(s):** An individual line of M2M Service used under this Pricing and Equipment Proposal which is set up in Customer’s name and for which Customer bears responsibility.
12. **M2M Management Center (ThingSpace Manage):** The Machine-to-Machine Management Center (“M2M Management Center”) provides Customer with the ability to remotely monitor and manage its M2M devices. If Customer desires to access and use the M2M Management Center, it must so request in writing, and Verizon Wireless shall provision the M2M Management Center on Customer’s account. Applicable rates and charges, if any, shall be set forth in this Addendum. The M2M Management Center set-up time is estimated to take four to six weeks. The rights granted to Customer herein for access to and use of the M2M Management Center are specific to Customer and may not be transferred to another party without Verizon Wireless’ prior written consent. Verizon Wireless retains full and exclusive ownership of all intellectual property rights associated with the M2M Management Center including any alterations, modifications, improvements and derivative works thereof.
13. **Offer Recovery Fee:** We are able to make Equipment available to our government customers at significantly lower prices than the manufacturer’s list prices by offering various subsidies in exchange for the customer meeting certain conditions. Here, if the Customer purchases Equipment from Verizon Wireless at a discounted price and then fails to activate the Equipment under the designated price plan within thirty (30) days following delivery, or, prior to the expiration of 24 months after the date of activation, disconnects the Equipment from the Verizon network or moves the Equipment to a Lesser Price Plan, Verizon Wireless may recover an Offer Recovery Fee for the disconnected Equipment. The Offer Recovery Fee will be the difference between the full retail price of the Equipment at time of purchase and the discounted price paid by the Customer for the Equipment, plus any additional service discounts, credits, waived fees, and other offers provided, less 1/24 of that amount for each month the Equipment was connected to the line of service.
14. **Plans, Features, Rates and Charges:** The voice, data or M2M plan and any options, features or applications that are selected by the Customer determine the applicable rates, charges, allowance of minutes or megabytes and Wireless Service coverage area for each line. Some plans may have restrictions on the type of Equipment that can be activated on them. Commercially Available Plans options, features, and applications may be made available under this agreement. Information about Commercially Available Plans, options, features, and applications (i.e., any calling plan, IoT solution, or turnkey solution that is made commercially available to Verizon’s B2B and/or Consumer customers) and their terms and conditions may be obtained on verizonwireless.com or from Verizon Wireless government sales representatives. Commercially Available Plans, options, features, and applications may be modified and/or removed from the contract at any time as they are modified or discontinued commercially. The voice, data or M2M plan monthly access fees and non-promotional allowance of minutes and/or megabytes for each line will not change during the Line Term as long as Customer does not change plans on that line. If Customer changes or upgrades Equipment, Verizon Wireless may require it to change to a then-current plan that is compatible with the changed or upgraded Equipment. Customer may not activate Equipment purchased at a discount from Verizon Wireless on M2M Lines. Government discounts and pricing may not be available to purchases made through agents or at retail store locations.

15. **Regulatory Charge:** The Regulatory Charge is an assessment that helps defray our ongoing costs of complying with various governmental mandates and assessments. Examples include: the cost of the license fees assessed by the FCC and costs assessed by the FCC to administer local number portability requirements. This charge is subject to change over time upon notice and is taxable in most jurisdictions.
16. **Regulatory Surcharges and Fees:** In addition to taxes, charges and fees that Verizon is required to collect, we also collect charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. These charges include both state-specific surcharges and surcharges that are imposed nationwide. These nationwide surcharges include the Federal Universal Service Charge, the Regulatory Charge and the Administrative Charge. These surcharges are Verizon charges, not taxes, and are subject to change. Because these surcharges are not taxes, your tax exemptions, if any, will not apply to these charges. So long as the customer has not elected to suppress bill notices, we provide notice of surcharge rate changes on the monthly bill.
17. **Subsidized Equipment:** Subsidized equipment (Equipment) purchased under this agreement is provided to the Customer at a significant discount, subject to the Customer meeting certain conditions. If the Customer fails to activate the Equipment under the designated price plan within thirty (30) days following delivery, or, at any time during the first 24 months after the Equipment is activated, moves the Equipment to a Lesser Price Plan or disconnects the Equipment from the network, the Customer shall pay an Offer Recovery Fee (as defined above). A Lesser Price Plan is; a) for smartphones, any plan that is less than $19.99 per month, plus required data feature (voice and data bundles qualify) after any applicable discounts; b) for internet devices, any plan that is less than $19.99 per month after any applicable discounts; and c) for basic phones, any plan that is less than $14.99 per month after any applicable discounts
18. **Subsidized Plan:** Verizon Wireless voice, data or M2M plan under this agreement eligible for Subsidized Equipment purchase.
19. **Term of Lines (Line Term):** The term for each line (the “Line Term”) begins on the date Wireless Service is activated for that line and continues for the period required by the calling plan or Equipment selected for that line (24 months or 2 years). Line Term extensions are required when Customer: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades Equipment except for ancillary accessories used in conjunction with Wireless Service. When the Line Term expires, Wireless Service continues on a month-to-month basis. Activation fees are waived for Government Subscribers on voice and data plans and for M2M Lines.
20. **Wireless Service:** Each and every radio service provided directly or indirectly by Verizon Wireless.

Offer Summary

Monthly Access Fee Discount on Eligible Calling Plans and Eligible Data Features
20%
Note: Subject to any limitations as indicated elsewhere in this Pricing Catalog and any Exhibits. Government Subscribers qualify for monthly access fee discounts on eligible voice and data plans with monthly access fees of $34.99 and higher available for Government Subscribers. Qualifying data features of $24.99 or higher will also receive a discount of 20% off the Monthly Access Fee on data features available for Government Subscribers. Please note that promotional price plans may become available to the State that may already be discounted and not eligible for further discounting. Verizon Wireless has applied various discounts on Custom Plans and Features for Government Subscribers, please see tables below**.** The pricing offered to the State of Tennessee under the scope of the final contract between the State of Tennessee and Verizon Wireless will be subject to the assumptions as stated in this Pricing Catalog. Pricing and availability, as specifically detailed within the attached Pricing Catalog, is subject to change and allowed, upon mutual agreement between the State and Contract Vendor.

Accessory Discount (Discount applies to eligible accessories)
25%
Note: Excluded categories currently include: Waterproof Cases (Lifeproof & Atlas Cases, etc.), Smart Accessories, Apple-branded Products, Portable Power (Mophie products, Motorola Power Packs, etc), Memory Cards, Stereo Headphones (Bluetooth and Wired, Headphones and Buds), Cables, Home Solutions, Mounts and Docks, Keyboards (Bluetooth and Folios). This exclusions list is subject to change. Accessory pricing is subject to change and availability and quantities may be limited. Resale of accessories is expressly prohibited outside of the State of Tennessee agencies. Please note that equipment availability and subject to change without notice.

Equipment Pricing Open Market	
Equipment Discount	0%

State of Tennessee Device Offers

Device	Retail Price	State of Tennessee Price
IPhone 14 128GB (Any Color)	$729.99	$0.00
IPhone 16e 128GB (Any Color)	$599.99	$0.00
Reliance Orbic Speed	$79.99	$0.00

Notes: We offer a selection of wireless devices, including smartphones and basic phones, tablets and laptops. Each is thoroughly tested before it can be used on any of our networks.

- Smartphones on Apple iOS or Android operating platforms use our high-speed data services. Some may meet rugged standards as well.
- Basic phones come with or without cameras and many meet rugged performance standards.
- Our Apple iOS or Android Tablets can access the internet via our 4G LTE and 5G networks.
- Mobile hotspots provide customers with a 4G LTE or 5G connection to the internet when Wi-Fi isn't available or need a secure network connection.
- Customers can also access the internet wirelessly at broadband speeds using data cards, USB modems or embedded 4G LTE and 5G mobile broadband modules.
- 5G devices may be used where 5G Ultra-Wideband or 5G coverage is available with a compatible service plan or bolt-on.

Devices are provided at open market pricing as device availability and pricing is subject to frequent change. Your Verizon Account Team can provide a current device price list, including any then-available promotions upon request.

An **Offer Recovery Fee** will apply to subsidized devices that do not fulfill the required line term.

Offer Recovery Fee: We are able to make Equipment available to our government customers at significantly lower prices than the manufacturer's list prices by offering various subsidies in exchange for the customer meeting certain conditions. Here, if the Customer purchases Equipment from Verizon Wireless at a discounted price and then fails to activate the Equipment under the designated price plan within thirty (30) days following delivery, or, prior to the expiration of 24 months after the date of activation, disconnects the Equipment from the Verizon network or moves the Equipment to a Lesser Price Plan, Verizon Wireless may recover an Offer Recovery Fee for the disconnected Equipment. The Offer Recovery Fee will be the difference between the full retail price of the Equipment at time of purchase and the discounted price paid by the Customer for the Equipment, plus any additional service discounts, credits, waived fees, and other offers provided, less 1/24 of that amount for each month the Equipment was connected to the line of service.

Verizon Wireless Plan & Feature Details

Plans and Associated Charges: Billing, shipping and end-user address must be within an area where Verizon Wireless is licensed and provides service. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even

when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Unused monthly minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber presses **SEND** or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses **END** or the call disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free. Airtime may be charged when dialing toll free numbers.

Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial *228 to update roaming information from voice or Smartphone devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the plan's rate and coverage area, unless otherwise specified in the plan.

Unlimited Messaging: Unlimited Messaging is included with select plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States,

(ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. **Friends & Family for Business:** Calls directed to and received from an account's listed Friends & Family numbers shall not use Monthly Anytime Voice Minutes. For Nationwide for Business plans with 900 minutes or more or 450 minute plan with the share option can add up to ten (10) Friends & Family numbers. Only calls from Nationwide Coverage Area to designated domestic landline or wireless numbers (excluding Directory Assistance, 900 numbers, or customer's own wireless or Voicemail access numbers) may be added; all qualifying lines on an account share the same Friends & Family numbers, up to account's eligibility limits; My Verizon, My Business Account or Verizon Enterprise Center is required to set up and manage Friends & Family numbers.

Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile-to-Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk Plus calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the International services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viiii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.

Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 12:00 am Saturday through 11:59 pm Sunday and 9:01 pm to 5:59 am Monday through Friday. If both Night and Weekend and Mobile to Mobile Calling minute allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

Nationwide for Business Share Option: The Share Option is available to businesses with a minimum of five (5) Nationwide for Business lines on the same account with the share option. The Monthly Anytime Minutes of all lines on an account will be aggregated, and then allocated first to the line with the highest anytime minute usage, and then to the line with the next highest usage.

Push to Talk Plus: Push to Talk Plus (PTT+) capable Equipment required. Push to Talk Plus capable Equipment can only be used with a Push to Talk Plus calling plan. **Subscribers switching from a Push to Talk** Plus **Calling Plan to another calling plan may not be able to use certain Push to Talk** Plus **capable Equipment with the new plan.** Push to Talk Plus calls may only be made with other Verizon Wireless Push to Talk Plus subscribers. Push to Talk Plus Subscribers may initiate or participate on a call, simultaneously, with as many as 250 total participants (total is limited to (50) if interoperating between 3G and 4G participants). Administrators can be designated to manage the Push to Talk contact lists via a single website interface with a single user name/password. . Existing Push to Talk Subscriber Equipment may require a software upgrade to use Push to Talk Plus or replacement with a Push to Talk Plus capable device. Push to Talk Plus is only available within the National Enhanced Services Rate and Coverage Area and WiFi access points. There will be a delay from the time a Push to Talk Plus call is initiated until the Push to Talk Plus call is first received by the called party. If an incoming voice call is received while on a Push to Talk Plus call the voice call may be answered and the Push to Talk Plus placed on hold. If an incoming Push to Talk Plus call is received while

on a Push to Talk Plus call the PTT call icon can be selected to connect to the Push to Talk Plus call. If the incoming voice or Push to Talk Plus call is not answered a missed call alert will display. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk Plus call. In-Call Talker Override (Talker Priority) allows a predetermined user priority to take the floor to communicate urgent message over participant. Push to Talk Plus services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk Plus information.

International Long Distance: You need International Eligibility to make international calls to most countries, but you can make calls to some North American destinations without it. Additional surcharges may apply when calling certain countries; see verizonwireless.com/International for details.

Verizon Wireless International Long Distance Value Plan: International Eligibility required to call most countries. Value Plan feature is not available on all Plans. Rates are subject to change without notice. Standard International Long-Distance rates apply in addition to airtime charges per your Plan on calls made from the Verizon Wireless network. Rates and service availability may vary when your phone's banner displays "Extended Network." Value Plan rates apply only on calls to Value Plan Countries made from your Plan's Rate and Coverage Area. If a subscriber's Plan's Rate and Coverage Area includes calls to any Value Plan country, those calls will be billed per the Plan. Except when roaming on another carrier's network, in which case that carrier's rates, taxes and surcharges apply. For Value Plan subscribers, calls made from the Verizon Wireless network to countries not included in the Value Plan will be billed at standard International Long -Distance rates. Additional surcharges may apply when calling certain destinations, see www.verizonwireless.com/international for details.

International Roaming: Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using International Phone, or International Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. See verizonwireless.com/International for rates and destinations, which are subject to change without notice. International Eligibility required for GSM roaming, and for roaming in many destinations. Rates, terms and conditions apply only when roaming on participating GSM networks in published destinations. Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. You must add International Eligibility to your account to roam in many destinations. Visit verizonwireless.com/naroaming. By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from subscriber's failure to comply with Foreign Laws. Pay as you go rates apply for international voice and data usage when subscriber does not choose a global travel feature.

Roaming in GSM countries: GSM International Phone, activated in the United States with compatible subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published International Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for coverage and airtime rates. Service in certain countries may be blocked without prior notice.
Where Text messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers.

Data Services: Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the SEND or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the

data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed at $0.25/minute.

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers. To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. For a further more detailed explanation of these techniques please visit www.verizonwireless.com/networkoptimization. Data transfer amounts will vary based on application. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

Data Services: Permitted Uses: You can use Verizon Wireless Data Services for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email ; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or syst ems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive" functions, unless they adhere to Verizon Wireless" requirements for such usage, which may be changed from time to time.

Verizon Wireless further reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with or without notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network. **Verizon Wireless may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law. [See verizonwireless.com/privacy]**

Unlimited Data Plans and Features (such as Mobile BroadbandAccess, Push to Talk Plus, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine–to–machine connections or peer–to–peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We will protect our network from harm, which may impact legitimate data flows. We will limit throughput or amount of data transferred exceeding 25 GB in any given billing cycle on any line, in any given billing cycle, for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage, and reserve the right to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 25 GB per line in a given billing cycle is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB in with prior written notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited VZAccess and VZEmail: Mobile Broadband Access, and

International Access data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk Plus services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync. Unlimited BroadbandAccess and data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment

Data Roaming: International Eligibility is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International.

International Data Optional Features: International PC Card required for international use. International PC Cards will not work in the United States or Canada and International Data Optional Features subscribers will need a Mobile Broadband PC card for domestic use. The domestic and International PC Cards cannot be used at the same time. Prior to leaving the United States, subscribers must install International Data Optional Features VZAccess Manager[SM] and run the OTA wizard. International Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. .

International Email SIM Cards: SIM Cards are available for use with your International PC Card, International Smartphone, or International Phone. Verizon Wireless is not responsible for any unauthorized use of subscriber's SIM Cards and subscriber must safeguard security codes. Placing your International Email SIM in any other non-Smartphone device could result in additional charges or termination of service. Upon termination of service, subscriber must destroy SIM Card.

M2M Data Plan Terms and Conditions

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device. **Megabyte (MB) Data Plans:** M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

M2M Data Plan Share Options

Share Options: Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans.

Account Share: Customer may activate up to 15 share groups per account. Sharing is available only among M2M Lines on the Mobile Broadband M2M Account Share Plans **on the same billing account, in the same usage group** (Low Usage and High Usage plans cannot share with each other). Unused KBs will be distributed to M2M Lines with an overage on an as needed basis to M2M Lines **on the same billing account** that have exceeded their MB allowance during the same monthly billing period. At the end of each bill cycle any unused KBs allowances will be applied to the overages of the other M2M Lines on the same account beginning with the line with the lowest overage need until depleted. Customers subscribing to Mobile Broadband M2M Account Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Profile Share Plans.

Profile (Multi-Account) Share: Customer may activate one (1) share group per profile (Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share Plans **on the same profile, in the same usage group**. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines **on the same profile**. Customers subscribing toMobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

Regulatory Surcharges and Fees

In addition to taxes, charges and fees that Verizon is required to collect, we also collect charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. These charges include state-specific surcharges and surcharges that are imposed nationwide. These nationwide

surcharges include the Federal Universal Service Charge, the Regulatory Charge and the Administrative Charge. These surcharges are Verizon charges, not taxes, and are subject to change. Because these surcharges are not taxes, your tax exemptions, if any, will not apply to these charges. So long as the customer has not elected to suppress bill notices, we provide notice of surcharge rate changes on the monthly bill.

Federal Universal Service Charge

The FCC collects a fee from all carriers for the Federal Universal Service Fund (FUSF). The FCC uses the FUSF monies to promote universally affordable telecommunications and information services to all Americans, including low-income consumers, eligible schools, libraries and rural healthcare providers. The FCC allows carriers to pass through this fee to customers. The Federal Universal Service Charge (FUSC) collected by Verizon is a percentage of the customer's monthly bill and is used to defray the costs of the FUSF. The FUSC is collected on most items on the bill, other than data charges for wireless broadband Internet access, equipment charges and taxes. We also impose state universal service charges. These charges vary by jurisdiction and are subject to change.

Regulatory Charge

The Regulatory Charge is an assessment that helps defray our ongoing costs of complying with various governmental mandates and assessments. Examples include:

- The cost of the license fees assessed by the FCC
- Costs assessed by the FCC to administer local number portability requirements This charge is subject to change over time upon notice and is taxable in most jurisdictions.

Proposed Wireless Service Plans

1. Unlimited Device Service Plan for Smartphones

Custom 4G Unlimited Smartphone Plan for the State of Tennessee Government Subscribers Only The plan below reflects the monthly access fee discount. No additional discounts apply.	
Monthly Access Fee with Business Email	$30.00 (TBD)
Domestic Data Allowance[1]	Unlimited
Domestic Monthly Minutes	Unlimited
Domestic Long-Distance Toll Free	Included
Domestic Messaging Allowance	Unlimited
Optional Service Features	
Domestic Mobile Hotspot[2]	$5.00 additional per month (76440)
4G Push-to-Talk Plus	$0.00 additional per month (81295, 81814)

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide® network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on this plan must be on 5G Nationwide or 4G LTE smartphones.

[1]If 22 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

[2]Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices.

2. Unlimited Mobile Broadband Data Plan for Tablets/iPads, Modems and Mifi

Custom 4G Unlimited Mobile Broadband Plan for Tablets/iPads, Modems, and MiFi Government Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$20.00 (TBD)
Data Allowance[1]	Unlimited[1]

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on this plan must be on 5G Nationwide or 4G LTE mobile broadband data devices including USB's, air cards, tablets, jetpacks, notebooks, and netbooks.

[1]If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

3. Wireless Device Service Plan for Feature Phones

Custom 4G Unlimited Voice Plan for the State of Tennessee Government Subscribers Only The plan below reflects the monthly access fee discount. No additional discounts apply.	
Monthly Access Fee	$10.00 (TBD)
Domestic Monthly Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Domestic Long-Distance Toll Free	Included
Domestic Messaging Allowance	Unlimited
Domestic Data Sent or Received[1]	Per data package
Optional Features	
Domestic Mobile Hotspot[2]	$5.00 additional per month (76440)
4G Push-to-Talk Plus	$0.00 additional per month (81295, 81814)
Custom Unlimited Email and Data Smartphone Feature[3]	$22.00 additional per month (87500)

Notes: Current coverage details can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on this plan must be on 4G LTE basic phones; or, 5G Nationwide or 4G LTE smartphones.
[1]4G Basic phones have data blocked until a data package is selected; smartphones require a data package.
[2]Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices.
[3]This feature can only be added to 4G LTE/5G Nationwide Smartphones on the $10.00 Custom 4G Unlimited Voice Plan. Verizon Wireless will limit the data throughput speeds should 22 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited up to 600kbps for the remainder of the then-current bill cycle for the line(s) that exceed the 22 GB data usage threshold. This feature is not eligible for monthly access fee discounts.

4. Flat-Rate Calling Plan (per voice minute rate)

Custom Nationwide Voice Flat Rate Plan Government Subscribers Only The plan below is not eligible for monthly access fee discounts.	
Monthly Access Fee	$0.00 (83155)
Monthly Voice Minutes Allowance	0 Minutes
Nationwide Voice Per Minute Rate	$0.05
Domestic Long Distance	Included
Data Sent or Received[1]	Per data package
Optional Features	
Unlimited Domestic Mobile to Mobile Calling Minutes	Included (68994)
Unlimited Domestic Text Messaging	$2.00 per month (74285)
Unlimited Picture Messaging	$5.00 per month (74355)
4G Push to Talk Plus	$0.00 additional per month (81295, 81814)
Custom Unlimited Email and Data Smartphone Feature	$22.00 per month (87500)

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on this plan must be on 4G LTE basic phones, 4G LTE smartphones, or 5G Nationwide smartphones.
[1]The 4G Basic phones have data blocked as default; Smartphones require a data package.

5. Device Service Plan for Smartphone Broadband Priority and Preemption – Public Safety

Custom 4G/5G Verizon Wireless Smartphone Plan for National Security, Public Safety, and First Responders Government Subscribers Only The plan below reflects the monthly access fee discount. No additional discounts apply.	
Monthly Access Fee	$30.00
Plan #	(TBD)
Monthly Access Fee (CPE – 20 Months)	14.99
Data Allowance in U.S., Canada, Mexico [1,2]	Unlimited
Monthly Anytime Minutes in U.S., Canada, Mexico, Puerto Rico, U.S. Virgin Islands	Unlimited
International Travel Data Allowance – Rest of World†	1 MB
International Travel Data Overage Rate - Rest of World	$10 per 5 GB
International Travel Voice Rate – Rest of World	$0.20 per minute
Domestic, Canada & Mexico Long Distance Toll Free[3]	Included
Domestic and International Messaging Allowance[4]	Unlimited
Optional Features	
4G Push-to-Talk Plus	$0.00 additional per month (81295, 81814)
Mobile Hotspot (4G LTE and 5G Nationwide)	$3.00 additional per month (89736)

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Usage outside of the United States requires a World-capable smartphone and will be billed at the international travel rates, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. †The international travel data allowance applies in the rest of the world where coverage is available; aircraft and cruise ship data usage is not included. Lines activating on this plan must be on 5G UWB-compatible, 5G Nationwide, or 4G LTE smartphones.

[1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600 kbps for data usage exceeding 25 GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle.
[2]A 5G device is required to receive 5G UWB service.
To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 480p while in 4G LTE and 5G Nationwide network service areas; and, will apply video streaming up to 4K while in 5G UWB network service areas.
[3]Includes domestic toll-free calling and toll-free calling from the United States to Canada and Mexico.
[4]Unlimited messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.
[5]Verizon Wireless provides a special Customer Provided Equipment ("CPE") rate for its 4G/5G Smartphone Plan designed for National Security, Public Safety, and First Responders. This plan costs $14.99 per month for the first 20 months of service. This reduced rate is achieved by applying a $15.01 monthly credit after activation. After the initial 20-month period, the monthly charge for this plan will be $30.00.

This plan includes Domestic Mobile Broadband Priority and Domestic Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

Custom 4G/5G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders - USA Only Government Liable Subscribers Only The plan below reflects the monthly access charge discount. No additional discounts apply.	
Monthly Access Fee	$30.00

Plan #	TBD
Monthly Access Fee (CPE – 20 Months)	14.99
Monthly Minutes in U.S.	Unlimited
Domestic Data Allowance[1,2]	Unlimited
Domestic Messaging Allowance	Unlimited
5G Ultra Wideband	Included (device dependent)
Optional Features	
4G Push-to-Talk Plus	$0.00 additional per month (81295/81814)
Mobile Hotspot (4G LTE and 5G Nationwide)	$3.00 additional per month (89736)

NOTE: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network in the USA only. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on 5G UWB-compatible, 5G Nationwide, or 4G LTE smartphones.

[1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds may automatically be reduced to 600kbps for data usage exceeding 25 GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle.

[2]A 5G device is required to receive 5G UWB service.
To maximize high-speed data use for business applications, video applications will stream at up to 480p while in 4G LTE and 5G Nationwide network service areas; and, will apply video streaming up to 4K while in 5G UWB network service areas.

[3]Verizon Wireless provides a special Customer Provided Equipment ("CPE") rate for its 4G/5G Smartphone Plan designed for National Security, Public Safety, and First Responders. This plan costs $14.99 per month for the first 20 months of service. This reduced rate is achieved by applying a $15.01 monthly credit after activation. After the initial 20-month period, the monthly charge for this plan will be $30.00.

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

6. Public Safety Unlimited Mobile Internet for Tablets

Custom 4G Unlimited Mobile Broadband Plan for Tablets
with Mobile Broadband Priority and Preemption for Public Safety
Government Liable Subscribers Only

The plan below reflects the monthly access charge discount. No additional discounts apply.	
Monthly Access Fee	$20.00 (73828)
Domestic Data Allowance[1]	Unlimited

NOTES: Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Only 5G Nationwide and 4G LTE tablets can be activated on this plan.

[1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25 GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p.

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to tablet applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this plan.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

Public Safety	HealthCare
Transportation	Utilities
Government	Education

5G UWB Unlimited Tablet Plan with Priority and Preemption for First Responders Government Subscribers Only This plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$20.00
4G LTE and 5G Ultra Wideband Data Allowance[1,2,3]	Unlimited
Plan #	80071

Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on a 5G tablet. [1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 100 GB each billing cycle, QoS for First Responders will automatically be reduced to QCI8 premium data for the remainder of the billing cycle. [2]Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. **Video Streaming -** to ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas. [3]***Mobile hotspot is not*** available on this plan. Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area. This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines. **This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**

First Responders	National Security

5G UWB Unlimited Tablet Plan with Priority and Preemption for Public Safety **Government Subscribers Only** **This plan is NOT eligible for monthly access fee discounts.**	
Monthly Access Fee	$20.00
4G LTE and 5G Ultra Wideband Data Allowance[1,2,3]	Unlimited
Plan #	73944
Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on a 5G tablet.	

[1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 35 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 35 GB per billing cycle on a go-forward basis.
[2]Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. **Video Streaming -** to ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.
[3]***Mobile hotspot is not*** available on this plan.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

Public Safety	HealthCare
Transportation	Utilities
Government	Education

Custom Business TravelPass Feature **Corporate Subscribers Only** **Rates are not eligible for discounts.**	
Canada and Mexico Daily Rate[2]	$0.00 (1107)
Rest of World Daily Rate[2,3]	$10.00
Non-Travel Pass Countries[4]	Pay As You Go Rates

Notes: [1]This feature requires a 4G World Device or a 5G World Device. [2]The daily rate covers a 24-hour time period. [3]For eligible countries, [4]non-TravelPass country rates, and additional information, go to www.verizonwireless.com/international. For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. For data-only devices, this feature may be added to lines that have an unlimited or capped data allowance using the account share option. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 2 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer.

This feature can only be added to lines activated on the following plan(s): Plan # 73944, Plan # 80071

6. Internet Router Plans

Custom 4G Unlimited Mobile Broadband Plan **Government Subscribers Only** **This plan reflects the monthly access fee discount. No additional discounts apply.**	
Monthly Access Fee	$29.99
Data Allowance[1]	Unlimited
Plan # (Most Routers and Permitted Stationary Devices)	53933

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which

can be found at www.verizonwireless.com/international. Only 5G Nationwide and 4G LTE devices can be activated on this plan. Dedicated streaming internet connections, streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this plan.
[1]If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage.

8. Wireless Device Service Plan Add Push-to-Talk

Service Plan- Custom 4G Unlimited Smartphone Plan for the State of Tennessee (TBD)

Optional Features	
Domestic Mobile Hotspot[2]	$5.00 additional per month (76440)
4G Push-to-Talk Plus	$0.00 additional per month (81295, 81814)

Service Plan- Custom 4G/5G Verizon Wireless Smartphone Plan for National Security, Public Safety, and First Responders Government Subscribers Only (TBD)

Optional Feature(s)	
4G Push-to-Talk Plus	$0.00 additional per month (81295, 81814)
Mobile Hotspot (4G LTE and 5G Nationwide)	$3.00 additional per month

Service Plan- Custom 4G Unlimited Voice Plan for the State of Tennessee (TBD)

Optional Features	
Domestic Mobile Hotspot[2]	$5.00 additional per month (76440)
4G Push-to-Talk Plus	$0.00 additional per month (81295, 81814)

Service Plan- Custom Nationwide Voice Flat Rate Plan (83155)

Optional Features	
Domestic Mobile Hotspot[2]	$5.00 additional per month (76440)
4G Push-to-Talk Plus	$0.00 additional per month (81295, 81814)

Additional Service Options

Voice Plans

4G/5G Custom Verizon Wireless Unlimited Smartphone Plan for Public Sector Government Subscribers Only The plan below reflects the monthly access fee discount. No additional discounts apply.	
Monthly Access Fee	$36.99
Plan #	61576
Data Allowance[1,2]	Unlimited

Mobile Hotspot[3]	Unlimited
Monthly Anytime Minutes	Unlimited
Domestic, Canada & Mexico Long Distance Toll Free[4]	Included
Domestic and International Messaging Allowance[5]	Unlimited
Optional Feature	
TravelPass International Service[6]	$5.00 daily rate (SPO 1115)
4G Push-to-Talk Plus	$0.00 additional per month (81295, 81814)

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on this plan must be on 5G UWB-compatible, 5G Nationwide, or 4G LTE smartphones.

[1]After 22 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of 4G LTE and 5G Nationwide network service area congestion.

[2]A 5G device is required to receive 5G UWB service.

To maximize high-speed data use for business applications, video applications will stream at up to 480p while in 4G LTE and 5G Nationwide network service areas; and, will apply video streaming up to 4K while in 5G UWB network service areas.

[3]Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices. If the combined 4G and 5G Mobile Hotspot data usage exceeds 10 GB on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while in 4G LTE and 5G Nationwide network service areas; and, will apply up to 3 Mbps while in 5G UWB network service areas for the remainder of the then-current billing cycle for the line that exceeds the data usage.

[4]Includes domestic toll-free calling and toll-free calling from the United States to Canada and Mexico.

[5]Unlimited messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

[6]The optional TravelPass International Service feature extends the plan voice, messaging, and data allowances into Canada and Mexico at no additional cost. A $5.00 daily rate will apply when used in all other Rest of World TravelPass countries. For data usage in Canada and Mexico and all Rest of World TravelPass countries, after the first 5 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer. For eligible countries, non-TravelPass country rates, and additional information, go to www.verizonwireless.com/international.

*** A brief service outage and device reboot may be required in order for the new service plan to take effect. Verizon Wireless may proactively contact Customers to facilitate a plan migration.**

5G Public Sector 2nd Number Smartphone Backup Plan **Government Subscribers Only** **This plan is not eligible for monthly access fee discounts.**	
Monthly Access Fee	$10.00
Anytime Minutes in US/Canada/Mexico[2]	Unlimited
Data Allowance in US/Canada/Mexico[2]	250 MB
Data Overage Rate in US/Canada/Mexico[2]	$15.00 per 5 GB
Domestic and International Messaging Allowance[3]	Unlimited
Plan #	75132

Notes: Current coverage details can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network.

Lines activating on this plan must be on 5G Ultra Wideband-compatible, 5G Nationwide, or 4G LTE Dual SIM capable smartphones. This plan is only available on (i) lines activated on non-discounted smartphones, (ii) a device provided by Customer, (iii) a line that is no longer under a Line Term, or (iv) a device purchased at the full retail price. Verizon Wireless feature functionality may be limited if the smartphone was not purchased from Verizon Wireless.

[1]The 5G Public Sector 2nd Number Smartphone Backup Plan provides a secondary line of service with its own mobile number added to a Dual **eSIM** capable smartphone that is compatible with the Verizon Wireless network.
[2]The 5G Public Sector 2nd Number Smartphone Backup Plan includes unlimited voice, and 250 MB of data, in the United States, Mexico, and Canada. If more than 50% of the total voice and data usage in a 60-day period is in Canada or Mexico, use of those services in those countries may be removed or limited. Includes domestic toll-free calling and toll-free calling from the United States to Canada and Mexico.
[3]Unlimited text messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

4G Nationwide Push to Talk Plus Only Plan **Government Subscribers Only** **The plan below reflects the monthly access fee discount. No additional discounts apply.**	
Monthly Access Fee	$19.99 (94244/92857)
Monthly Push to Talk Plus[1]	Unlimited
Monthly Voice Minutes[2]	None
Data Usage Rate[3]	Per data package

Notes: Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Current coverage details can be found at www.verizonwireless.com. Usage outside the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.
[1]Push to Talk Plus is only available in the United States and can only be used with a 5G or 4G Push to Talk Plus-compatible device.
[2]Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a $0.25 per minute charge for voice calls.
[3]Smartphones require a data package; 4G Basic phones have data blocked until a data package is selected.

4G Wireless Home Phone Voice Plan **Government Subscribers Only** **This plan is NOT eligible for monthly access fee discounts**	
Monthly Access Fee	$20.00 (93792)
Monthly Anytime Minutes	Unlimited
Domestic Long Distance	Included

Notes: This is a generally available retail plan, and is subject to change without notice. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Activation on this plan requires a separate billing account. Activations on this plan are limited to no more than 9 lines per account. This is not a Home Phone service. This service is generally utilized to replace POTS lines.
[1]Lines activated on this plan must be on a 4G Verizon Wireless Home Phone approved voice-only device. Lines activated on this plan cannot be used outside the United States. Data usage is not available with devices on this plan.

4G Smartwatch with NumberShare[1] Unlimited Plan - Government **This plan is not eligible for monthly access fee discounts.**	
Monthly Access Fee	$10.00 (13413)
Domestic Anytime Minutes	Unlimited
Domestic Data Allowance[2]	Unlimited
Domestic and International Messaging Allowance[3]	Unlimited

Notes: This is a generally available retail plan, and is subject to change without notice. Current coverage details and additional plan information can be found at www.verizonwireless.com. This plan is for use only in the United States on the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network.
When NumberShare is active on a 4G Smartwatch, certain services will not work on the Smartwatch device including: Call Forwarding, No Answer Transfer, Busy Transfer, Caller Name ID, Voicemail (access voicemail on the Smartwatch device by dialing the host smartphone number and pin), and RingBack Tones. Calls and messages to/from blocked contacts will not be blocked on the Smartwatch when NumberSharing with a host smartphone. Verizon does not guarantee that NumberShare will work at all times in every situation and the service works only with eligible devices.
[1]Only lines on select smartwatches with the NumberShare service can be activated on this plan. Certain conditions must be met prior to activation. This plan can only be used when paired with a Verizon Wireless Smartphone that has unlimited data.

[2]Usage may be prioritized behind other customers in the event of network congestion.
[3]Unlimited messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

Data Plans

5G UWB Government Unlimited Jetpack/MiFi Data Device Plan Government Subscribers Only This plan not eligible for monthly access fee discounts.	
Monthly Access Fee	$34.00
4G and 5G Ultra Wideband Data Allowance[2]	Unlimited
Service Rate Plan #	71019

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on a 5G mobile broadband data device such as, Jetpacks or MiFis. A 5G device is required to receive 5G Ultra Wideband (UWB) service.

[1]Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a $0.25 per minute charge for voice calls.

[2]If the combined 4G and 5G data usage exceeds 60 GB of domestic data usage on any line in any given billing cycle, usage may be prioritized behind other customers in the event of 4G and 5G Nationwide network area congestion. And, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while on the 4G and 5G Nationwide network, and up to 3 Mbps when on the 5G UWB network for the remainder of the then-current billing cycle for the line that exceeds the data usage.

To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 720p while on the 4G and 5G Nationwide networks, and, will apply video streaming up to 4K when on the 5G UWB network.

Government 5G UWB Unlimited Tablet Plan
Government Subscribers Only
This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	$20.00
4G LTE and 5G Ultra Wideband Data Allowance	Unlimited
Mobile Hotspot	Unlimited
Plan #	70989

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband (UWB) network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on a 5G tablet device. A 5G device is required to receive 5G Ultra Wideband service.

[1]Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a $0.25 per minute charge for voice calls.

[2]If the combined 4G and 5G data usage exceeds 35 GB of domestic data usage on any line in any given billing cycle, usage may be prioritized behind other customers in the event of 4G LTE and 5G Nationwide network area congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

[3]Mobile hotspot is available on all capable devices and allows the line to share its data allowance with multiple Wi-Fi enabled devices. If the combined 4G and 5G mobile hotspot data usage exceeds 15 GB on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while in 4G LTE and 5G Nationwide network service areas, and will apply up to 3 Mbps when in 5G UWB network service areas for the remainder of the then-current billing cycle for the line that exceeds the data usage.

Government 5G UWB Unlimited Connected Laptop Plan
Government Subscribers Only
This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	$20.00
4G LTE and 5G Ultra Wideband Data Allowance	Unlimited
Mobile Hotspot[3]	Unlimited
Plan #	70991

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband (UWB) network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on a 5G connected laptop. A 5G device is required to receive 5G Ultra Wideband service.

[1]Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a $0.25 per minute charge for voice calls.

[2]If the combined 4G and 5G data usage exceeds 35 GB of domestic data usage on any line in any given billing cycle, usage may be prioritized behind other customers in the event of 4G LTE and 5G Nationwide network area congestion. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

[3]Mobile hotspot is available on all capable devices and allows the line to share its data allowance with multiple Wi-Fi enabled devices. If the combined 4G and 5G mobile hotspot data usage exceeds 15 GB on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while in 4G LTE and 5G Nationwide network service areas, and will apply up to 3 Mbps while in 5G UWB network service areas for the remainder of the then-current billing cycle for the line that exceeds the data usage.

Business Unlimited Tablet Pro Plan **Government Subscribers Only** **This plan is NOT eligible for monthly access fee discounts.**	
Monthly Access Fee	$40.00 (52599)
Data Allowance[1]	Unlimited
5G Ultra Wideband Data Allowance	Unlimited
Mobile Hotspot[2]	Unlimited

Notes: This is a generally available retail plan, and is subject to change without notice. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on a 5G or 4G LTE tablet.

1This plan includes the United States, Canada, and Mexico for voice, messaging, and data. After 35 GB of data usage on a line during any billing cycle, usage may be prioritized behind other customers in the event of 4G LTE and 5G Nationwide network service area congestion. A 5G device is required to receive 5G UWB service. To ensure users are able to maximize their high- speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K when in 5G UWB network service areas. For data usage in Canada and Mexico, after the first 2 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 5G or 4G LTE GSM/UMTS global-capable device.

2Mobile hotspot is available on all capable devices and allows the line to share its data allowance with multiple Wi-Fi enabled devices. If the combined 4G and 5G mobile hotspot data usage exceeds 15 GB on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while in 4G LTE and 5G Nationwide network service areas, and will apply up to 3 Mbps when in 5G UWB network service areas for the remainder of the then- current billing cycle for the line that exceeds the data usage.

***Plan 52599 is eligible to use Travel Pass SPO 1255. Please visit verizonwireless.com/international for rates and destinations, which are subject to change without notice. ***

Business Unlimited Plus Data Device Plan **Government Subscribers Only** **This plan is NOT eligible for monthly access fee discounts.**	
Monthly Access Fee	$45.00 (53537)
4G and 5G Ultra Wideband Data Allowance including Mobile Hotspot[2,3]	Unlimited

Notes: This is a generally available retail plan, and is subject to change without notice. Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on a 5G or 4G mobile broadband data device, including jetpacks, USBs/air cards, netbooks, and notebooks. A 5G device is required to receive 5G UWB service.

[1]Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a $0.25 per minute charge for voice calls.
[2]If the combined 4G and 5G data usage exceeds 60 GB of domestic data usage on any line in any given billing cycle, usage may be prioritized behind other customers in the event of 4G and 5G Nationwide network area congestion. And, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage while on the 4G and 5G Nationwide network, and up to 3 Mbps when on the 5G UWB network for the remainder of the then-current billing cycle for the line that exceeds the data usage.
For data usage in Canada and Mexico, after the first 2 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. Usage outside of the United States requires a 5G or 4G LTE GSM/UMTS global-capable device.
[3]Mobile Hotspot is available on all capable devices and allows the line to share data allowance with multiple Wi-Fi enabled devices.

To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 720p while on the 4G LTE and 5G Nationwide networks, and will apply video streaming up to 4K when on the 5G UWB network.

***Plan 53537 is eligible to use Travel Pass SPO 1255. Please visit verizonwireless.com/international for rates and destinations, which are subject to change without notice. ***

Government 5G UWB Mobile Broadband Tablet Share Plan Government Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$10.00
4G LTE and 5G Ultra Wideband Data Allowance (Shared)	2 GB
Data Overage Rate	$5.00 per GB
Plan #	71010

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband (UWB) network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on a 5G tablet device. A 5G device is required to receive 5G Ultra Wideband service.
[1]Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a $0.25 per minute charge for voice calls.
Data Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

Custom 4G Mobile Broadband Plans Government Subscribers Only The plans below reflect the monthly access fee discount. No additional discounts apply.				
Monthly Access Fee	$40.00 (36005)	$80.00 (36006)	$150.00 (36007)	$250.00 (36008)
Data Allowance	10 GB	25 GB	50 GB	100 GB
Data Overage Rate	$40.00 per 5 GB			

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on these plans must be on 5G Nationwide or 4G LTE mobile broadband data devices such as USB's, air cards, tablets, jetpacks, notebooks, and netbooks. Lines activated on these plans cannot be used outside the United States.

Custom 4G Mobile Broadband United States Only Plans Government Subscribers Only The plans below are NOT eligible for monthly access fee discounts.					
Monthly Access Fee	$20.00 (36052)	$22.00 (36054)	$24.00 (36055)	$26.00 (36056)	$28.00 (36058)
Data Allowance	2 GB	5 GB	10 GB	15 GB	25 GB
Data Overage Rate	$10 per GB				

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on these plans must be on 5G Nationwide or 4G LTE mobile broadband data devices such as USB's, air cards, tablets, jetpacks, notebooks, and netbooks. Lines activated on these plans cannot be used outside the United States.

4G FWA Backup Mobile Broadband Share Plan This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$20.00
Domestic Data Allowance	2 GB
Domestic Data Allowance Overage	$10.00 per GB
Rate Plan #	52913

Note: This plan is intended for business use only. Current coverage details and additional plan information can be found at www.verizonwireless.com. This plan is restricted to the Verizon Wireless 5G Nationwide® network and 4G LTE network (domestic and international roaming are not available). For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Only Customer-provided, 5G Nationwide or 4G LTE router devices may be activated on this plan.

During an outage of the primary connection, all usage within the billing cycle in excess of the domestic data allowance will be charged at the overage rate of $10.00 per GB.

Data Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

This plan is approved for use as a backup solution for business continuity only and is not to be used for primary connectivity. This plan may be used with a private network. Router devices must be approved for use on the Verizon Wireless network; no other device types may be activated on this plan. Lines on this plan cannot place or receive voice calls or send/receive text, picture or multimedia messages.

72007

Public Safety

Custom 4G Unlimited Basic Phone Plan for National Security, Public Safety, and First Responders Government Subscribers Only The plan below reflects the monthly access charge discount. No additional discounts apply.	
Monthly Access Fee	$22.99 (16810)
Domestic Monthly Voice Minutes	Unlimited
Domestic Roaming and Long Distance	Included
Domestic Messaging Allowance	Unlimited
Domestic Data Allowance	100MB
Domestic Data Overage	$10.00 per GB
Optional Feature	
Domestic 4G Push to Talk Plus	$2.00 additional per month (81174)

NOTES: Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on 4G LTE basic phones. **This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**	
First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

Custom 4G Unlimited Push to Talk Plus Only Plan for National Security, Public Safety, and First Responders **Government Liable Subscribers Only** **The plan below reflects the monthly access charge discount. No additional discounts apply.**	
Monthly Access Fee	$17.99 (96626)
Monthly Push to Talk Plus[1]	Unlimited
Domestic Voice Per Minute Rate[2]	$0.25
Notes: Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Current coverage details can be found at www.verizonwireless.com. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. [1]Push to Talk Plus is only available in the United States and can only be used with a 5G or 4G Push to Talk Plus-compatible device. [2]Lines on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a $0.25 per minute charge for voice calls. **This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**	
First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

5G Public Safety 2nd Number Smartphone Backup Plan **(includes Mobile Broadband Priority)** **Government Subscribers Only** **This plan is not eligible for monthly access fee discounts.**	
Monthly Access Fee	$10.00
Anytime Minutes in US/Canada/Mexico[2]	Unlimited
Data Allowance in US/Canada/Mexico[2]	250 MB
Data Overage Rate in US/Canada/Mexico[2]	$15.00 per 5 GB
Domestic and International Messaging Allowance[3]	Unlimited
Plan #	75088
Notes: Current coverage details can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on 5G Ultra Wideband-compatible, 5G Nationwide, or 4G LTE Dual SIM capable smartphones. This plan is only available on (i) lines activated on non-discounted smartphones, (ii) a device provided by Customer, (iii) a line that is no longer under a	

Line Term, or (iv) a device purchased at the full retail price. Verizon Wireless feature functionality may be limited if the smartphone was not purchased from Verizon Wireless.

[1]The 5G Public Safety 2nd Number Smartphone Backup Plan provides a secondary line of service with its own mobile number added to a Dual **eSIM** capable smartphone that is compatible with the Verizon Wireless network.
[2]The 5G Public Safety 2nd Number Smartphone Backup Plan includes unlimited voice, and 250 MB of data, in the United States, Mexico, and Canada. If more than 50% of the total voice and data usage in a 60-day period is in Canada or Mexico, use of those services in those countries may be removed or limited. Includes domestic toll-free calling and toll-free calling from the United States to Canada and Mexico.
[3]Unlimited text messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

This plan includes Mobile Broadband Priority. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and First Responders **Government Liable Subscribers Only** **The plan below reflects the monthly access charge discount. No additional discounts apply.**	
Monthly Access Fee	$34.00
Domestic Data Allowance[1]	Unlimited
Plan # (Jetpack, USB, Tablet, Misc. Eligible Data Devices)[2]	20662
Plan # (Most Routers and Permitted Stationary Devices)[3]	53917

NOTES: Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. No domestic roaming charges or long distance charges. Only 5G Nationwide and 4G LTE devices can be activated on this plan.
[1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25 GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p.
This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority

identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to mobile and fixed device applications. [2]Dedicated streaming internet connections streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this plan. [3]Devices utilized in conjunction with this plan are limited to routers.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.:

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

Custom Public Safety 4G/5G UWB Mobile Broadband Unlimited Primary Access Plan with Mobile Broadband Priority and Preemption **Government Subscribers Only** **This plan is not eligible for monthly access fee discounts.**	
Monthly Access Fee	$40.00
4G LTE and 5G Ultra Wideband Data Allowance[2]	Unlimited
Plan #	70996

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, 5G Ultra Wideband (UWB) network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on 5G routers installed in mobile vehicle units. A 5G device is required to receive 5G Ultra Wideband service.

[1]Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area). If the voice block feature is removed, there will be a $0.25 per minute charge for voice calls.
[2]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 50 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 50 GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p.
This plan includes Mobile Broadband Priority and Preemption services, which are available while on the domestic 4G LTE network.

Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to mobile device applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this plan.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

5G UWB Jetpack – MiFi Unlimited Plan with Priority and Preemption for Public Safety **Government Subscribers Only** **This plan is NOT eligible for monthly access fee discounts.**	
Monthly Access Fee	$39.99
4G LTE and 5G Ultra Wideband Data Allowance[1,2]	Unlimited
Plan #	73977

Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on 5G mobile broadband data devices, including jetpacks, USBs/air cards, netbooks, and notebooks.

[1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 35 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 35 GB per billing cycle on a go-forward basis.
[2]Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. **Video Streaming -** to ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting.

Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

Public Safety	HealthCare
Transportation	Utilities
Government	Education

Verizon Frontline Network Slice: Connected Vehicle Solution with Mobile Broadband Priority and Preemption First Responder Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$40.00
VFNS, 5G Ultra Wideband and 4G LTE Data Allowance[2]	Unlimited
Plan #	77158

Notes: Verizon will provide Customer with the Verizon Frontline Network Slice (VFNS) - Connected Vehicle solution where 5G is available, in select markets. Pre-qualification is required. The VFNS - Connected Vehicle solution is only available on Verizon's Wireless 5G Nationwide® network and 5G Ultra Wideband (UWB) network. The VFNS - Connected Vehicle solution may fall back to the 4G LTE network if the Verizon Wireless 5G Nationwide® network or 5G Ultra Wideband network becomes temporarily unavailable. A VFNS compatible 5G router and antenna installed in mobile vehicle units is required to activate lines on this plan.

[1]This is a data-only plan
[2]Data usage on this plan is not subject to speed reductions ("throttling")

This plan includes Mobile Broadband Priority and Preemption services on Verizon's end-to-end network for First Responders. Mobile Broadband Priority identifies the user with an access priority setting, giving the user higher priority for network access than lower access class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

While the best performance will be experienced in 5G VFNS coverage areas, Customer will still experience improved performance with Mobile Broadband Priority and Preemption services while in Verizon's Wireless 5G Nationwide® and 4G LTE networks.

This plan is limited to usage only with a VFNS compatible 5G router installed within a mobile vehicle unit and devices utilized in conjunction with this plan are limited to devices within the mobile vehicle unit. Prohibited uses include, but is not limited to, (i) any usage of the VFNS compatible

5G router outside of the mobile vehicle unit; (ii) any dedicated internet connections (including but not limited to, stationary wireless networking router devices); and (iii) stationary video surveillance cameras, and IoT devices.

In order to protect its network, Verizon reserves the right to modify or discontinue this service at any time to Customer for (i) abusive content or data that excessively contributes to congestion on Verizon's network; or (ii) in a manner that, in Verizon's sole discretion, has an adverse impact on its network, operations or customers.

*** A brief service outage and device reboot may be required in order for the new service plan to take effect. Verizon Wireless may proactively contact Customers to facilitate a plan migration.**

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders only	
Police Protection	Fire Protection (except private)
Ambulance Services/EMS	National Security

Custom 4G Unlimited Mobile Broadband Plan for Laptops with Mobile Broadband Priority and Preemption for Public Safety **Government Liable Subscribers Only** **The plan below reflects the monthly access charge discount. No additional discounts apply.**	
Monthly Access Fee	$20.00 (73728)
Domestic Data Allowance[1]	Unlimited

NOTES: Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Only 5G Nationwide and 4G LTE laptops can be activated on this plan.

[1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25 GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p.

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. Devices utilized in conjunction with this plan are limited to laptop applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this plan.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education

Government	Utilities

5G UWB Unlimited Connected Laptop Plan with Priority and Preemption for Public Safety Government Subscribers Only This plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$20.00
4G LTE and 5G Ultra Wideband Data Allowance[1,2,3]	Unlimited
Plan #	73964

Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on an eligible 5G connected laptop.

[1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 35 GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 35 GB per billing cycle on a go-forward basis.
[2]Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. **Video Streaming -** to ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.
[3]***Mobile hotspot is not*** available on this plan.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

Public Safety	HealthCare
Transportation	Utilities
Government	Education

5G UWB Unlimited Connected Laptop Plan with Priority and Preemption for First Responders Government Subscribers Only This plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$20.00
4G LTE and 5G Ultra Wideband Data Allowance[1,2,3]	Unlimited
Plan #	80076

Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on an eligible 5G connected laptop.

[1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 100 GB each billing cycle, QoS for First Responders will automatically be reduced to QCI8 premium data for the remainder of the billing cycle.
[2]Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. **Video Streaming -** to ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.
[3]***Mobile hotspot is not*** available on this plan.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	National Security

5G UWB Jetpack – MiFi Unlimited Plan with Priority and Preemption for First Responders Government Subscribers Only This plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$39.99
4G LTE and 5G Ultra Wideband Data Allowance[1,2]	Unlimited
Plan #	80081

Notes: Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on this plan must be on 5G mobile broadband data devices, including jetpacks, USBs/air cards, netbooks, and notebooks.

[1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 100 GB each billing cycle, QoS for First Responders will automatically be reduced to QCI8 premium data for the remainder of the billing cycle. [2]Data can be used in 4G LTE, 5G Nationwide, or 5G UWB network service areas. A 5G device is required to receive 5G UWB service. **Video Streaming -** to ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 1080p while in 4G LTE and 5G Nationwide network service areas, and will apply video streaming up to 4K while in 5G UWB network service areas.

Government Subscribers on this plan cannot place or receive voice calls other than to 611 or 911 (these calls may be placed anywhere in the domestic Verizon Wireless coverage area).

This plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

A brief service outage and device reboot may be required in order for this plan to take effect on existing 5G UWB lines.

This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	National Security

4G/5G Public Safety Bodycam Shared Data Plans National Security, Public Safety, and First Responders Government Subscribers Only These plans are NOT eligible for monthly access fee discounts.				
Monthly Access Fee	$5.00	$7.50	$15.00	$20.00
4G/5G Nationwide and 5G Ultra Wideband Shared Data Allowance in U.S.[1,2]	500 MB	1 GB	3 GB	5 GB
Domestic Data Overage Rate	$5.00 per GB			
Plan #	63689	63690	63732	63735

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband (UWB) network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G UWB network. Lines activating on these plans must be on 5G UWB-compatible, 5G Nationwide, or 4G LTE mobile broadband devices.

[1]A 5G device is required to receive 5G UWB service.

[2] Devices activated on these plans cannot be used outside of the United States.

Data Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

These plans include Domestic Mobile Broadband Priority and Domestic Preemption. Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings on the 4G LTE and 5G Nationwide network. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted.

*** A brief service outage and device reboot may be required in order for the new plan to take effect. Verizon Wireless may proactively contact Customers to facilitate a plan migration.**

These plans are available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.

First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

Business Internet/Fixed Wireless Access

5G Business Internet Ultra Wideband Plan (C-Band) for Public Sector This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$45.00
5G Ultra Wideband (C-Band) Speed Tier Limit (Up to)[1]	100 Mbps
5G Ultra Wideband (C-Band) Domestic Data Allowance	Unlimited
Plan #	53974

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. This plan is restricted to the Verizon Wireless 5G Ultra Wideband network and 4G LTE network (domestic and international roaming are not available). Service may fall back to the 4G LTE network if the Verizon Wireless 5G Ultra Wideband network becomes temporarily unavailable. The Verizon Wireless 4G LTE network is a separate network from the Verizon Wireless 5G Ultra Wideband network. *This plan is for mobile broadband service and can only be activated on select compatible Customer-provided data routers that enable 5G Ultra Wideband (specifically C-Band) service. Customer will be required to purchase or provide a Verizon Wireless approved, compatible 5G-enabled C-Band receiver/router, and any necessary installation or connection to the Verizon Wireless network. Customer should contact Customer's account representative to determine if a Customer-provided router is compatible.

[1]Speed represents the maximum download speed but may be lower in the event of network congestion. Uplink speeds may be lower than downlink speeds.

This plan is a fixed location plan, and 5G Ultra Wide service is being provided at the qualified service address that Verizon Wireless approved at the time the Service was activated. Where Customer chooses to use the Service in a mobile environment, Customer acknowledges and agrees that Service may fall back to the Verizon Wireless 4G LTE network where Verizon Wireless 5G Ultra Wideband service is not available. In order to protect its network, operations, and other customers, Verizon Wireless may suspend or terminate service to affected lines with prior written notice, deny activation of new lines or, upon Legal Notice, may terminate the Service, if Customer uses the Wireless Service or Devices (a) in an illegal or improper manner (including "spamming" or other abusive messaging or calling); (b) in a manner prohibited by these terms; or (c) in a manner that, in Verizon Wireless's sole discretion, has an adverse impact on its network, operations or customers.

5G Business Internet Ultra Wideband Plan 200 Mbps (C-Band) for Public Sector This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$65.00
5G Ultra Wideband (C-Band) Speed Tier Limit (Up to)[1]	200 Mbps
5G Ultra Wideband (C-Band) Domestic Data Allowance	Unlimited
Plan #	73757

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. This plan is restricted to the Verizon Wireless 5G Ultra Wideband network and 4G LTE network (domestic and international roaming are not available). Service may fall back to the 4G LTE network if the Verizon Wireless 5G Ultra Wideband network becomes temporarily unavailable. The Verizon Wireless 4G LTE network is a separate network from the Verizon Wireless 5G Ultra Wideband network. *This plan is for mobile broadband service and can only be activated on select compatible Customer-provided data routers that enable 5G Ultra Wideband (specifically C-Band) service. Customer will be required to purchase or provide a Verizon Wireless approved, compatible 5G-enabled C-Band receiver/router, and any necessary installation or connection to the Verizon Wireless network. Customer should contact Customer's account representative to determine if a Customer-provided router is compatible.

[1]Speed Tier Limit represents the maximum download speed but may be lower in the event of network congestion. Uplink speeds may be lower than downlink speeds.

This plan is a fixed location plan, and 5G Ultra Wideband service is being provided at the qualified service address that Verizon Wireless approved at the time the Service was activated. Where Customer chooses to use the Service in a mobile environment, Customer acknowledges and agrees that Service may fall back to the Verizon Wireless 4G LTE network where Verizon Wireless 5G Ultra Wideband service is not available. In order to protect its network, operations, and other customers, Verizon Wireless may suspend or terminate service to affected lines with prior written notice, deny activation of new lines or, upon Legal Notice, may terminate the Service, if Customer uses the Wireless Service or Devices (a) in an illegal or improper manner (including "spamming" or other abusive messaging or calling); (b) in a manner prohibited by these terms; or (c) in a manner that, in Verizon Wireless's sole discretion, has an adverse impact on its network, operations or customers.

Machine To Machine (M2M)

***See below for M2M Data Plan Terms and Conditions.**

Machine to Machine (M2M) Share Plans - Low Usage The plans below reflect the monthly access fee discount. No additional discounts apply.		
Monthly Shared Data Allowance	200 KB (35915)	500 KB (35916)
Monthly Access Fee	$1.00	$2.00
Data Overage Rate	$1.00 per MB	

Machine to Machine (M2M) Share Plans - High Usage The plans below reflect the monthly access fee discount. No additional discounts apply.					
Monthly Shared Data Allowance	25 MB (35939)	100 MB (35914)	250 MB (35946)	500 MB (36001)	1 GB (36002)
Monthly Access Fee	$3.00	$4.00	$5.00	$8.00	$12.00
Data Overage Rate	$10.00 per GB				

Notes: These are commercially available plans, and are subject to change without notice. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Current data coverage details can be found at www.verizonwireless.com. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Only Customer-provided, 5G Nationwide and 4G LTE machine-to-machine devices may be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for M2M pricing.

Sharing Groups: the 200 KB and 500 KB Plans are able to share with each other only.

Account Share Data Sharing: Sharing among M2M Lines is available only among M2M Lines active on these plans. At the end of each billing cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need.

4G Machine-to-Machine Wireless Backup Router Plan

Government Subscribers Only

The plan below reflects the monthly access fee discount. No additional discounts apply.	
Monthly Access Fee	$10.00 (86848)
Monthly Data Allowance	25 MB
Data Overage Rate	$10.00 per GB
Text Messaging	$0.20 per message, sent or received (device dependent)

Notes: This is a commercially available plan and is subject to change without notice. Current data coverage details can be found at www.verizonwireless.com. This plan is restricted to the Verizon Wireless 5G Nationwide® network and 4G LTE network (domestic roaming and international roaming are not available). This plan cannot be back dated. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Only Customer-provided, 5G Nationwide and 4G LTE machine-to-machine router devices may be activated on this plan.

During an outage of the primary connection, all usage within the billing cycle in excess of the 25 MB allowance will be charged at the overage rate of $10.00 per GB. Text messaging feature packages may be added to this plan. This Wireless Backup Router Plan is approved for use as a backup solution for business continuity only and is not to be used for primary connectivity. Verizon Wireless reserves the right to move Customer to the standard commercial 5 GB M2M plan should usage on the lines provisioned on the M2M Wireless Backup Router Plan exceed 1 GB for three (3) consecutive months. This M2M Wireless Backup Router Plan may be used with Private Network. M2M router devices must be approved for use on the Verizon Wireless network; no other device types may be activated on this plan.

Additional Features

4G Business TravelPass Feature[1] Government Subscribers Only Rates are not eligible for discounts.	
Canada and Mexico Daily Rate[2]	$0.00 (SPO 1255)
Rest of World Daily Rate[2,3]	$12.00
Non-Travel Pass Countries[4]	Pay As You Go Rates

Notes: [1]This feature requires a 4G World Device or 5G World Device. [2]The daily rate covers a 24-hour time period. [3]For eligible countries, [4]non-TravelPass country rates, and additional information, go to www.verizonwireless.com/international.

For voice-capable devices, this feature may be added to plans that have an unlimited voice and messaging allowance and an unlimited or capped data allowance using the account share option. For data-only devices, this feature may be added to lines that have an unlimited or capped data allowance using the account share option.

For data usage in Canada and Mexico, after the first 2 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. For data usage in Rest of World countries, after the first 5 GB of usage in a day, throughput speeds for additional usage will be reduced for the remainder of the day. All data usage decrements from the domestic data allowance when added to a capped allowance plan. Verizon Wireless will terminate a line if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer. This is a generally available retail feature and is subject to change without notice.

This feature can only be added to lines activated on the following plan(s) under this Agreement: PP 53537-Business Unlimited Plus Data Device Plan; PP 52599-Business Unlimited Tablet Pro Plan.

Name ID Features

The features below reflect the monthly access charge discount. No additional discounts apply

Feature	Monthly Access
Share Name ID	$0.00
Company Name ID	$1.99 per line

Note: Depending upon the service provider and/or carrier to which the called party is subscribed, the called party (terminating device) may or may not be able to view the caller's name. The Call Filter Plus feature is purchased separately.

Company Name ID

- Allows Government customers to display their agency name, number and logo on outbound calls on a line-by-line basis to Verizon Call Filter Plus subscribers. It may also display on other carrier devices.
- The ***Logo display service*** is compatible only with Android Devices.
- Users must be subscribed to the My Business portal to use this feature.

Share Name ID

- A free service that allows Government customers to personalize their name (as per Account Owner's Billing Name) on outbound calls to Verizon Call Filter Plus subscribers. It may also display on other carrier devices.
- Users must be subscribed to the My Business portal to use this feature.

Call Filter Service

This feature is NOT eligible for monthly access fee discounts.

Monthly Access Fee[1]	$0.00

Notes: Additional feature information can be found at www.verizonwireless.com. [1]This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call Filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. * Once enabled all lines have the ability to access call filter. ** 4G LTE GSM/UMTS capable devices, require VoLTE/HD Voice.
Call Filter features are billed separately; however, all supported options will appear and cannot be blocked.

Call Filter Plus

This feature is NOT eligible for monthly access fee

Monthly Access Fee[1]	$0.75 (87867)

Notes: Additional feature information can be found at www.verizonwireless.com. [1]This feature can only be added onto an eligible device. Call Filter service is eligible for Android and iOS customers when they enroll and activate on a smartphone device. Call filter is not available on all call, all devices and in all areas. The Call Filter app is pre-loaded on most capable devices or can be downloaded from the app store. * Once enabled all lines have the ability to access call filter.
Call filter features are billed separately; however, all supported options will appear and cannot be blocked. SFO 87867

Call Filter Terms & Conditions

Mobile Broadband Priority Feature for National Security, Public Safety, and First Responders Government Liable Subscribers Only	
Monthly Access Fee Per MDN	$0.00 (86124)
Notes: Mobile Broadband Priority provides a dedicated pool of radio resources to enable Customer connection to the network based on access hierarchy settings. Mobile Broadband Priority identifies the user with an access priority setting which provides that user with network access ahead of users with a lower access setting. **This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**	
First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

Verizon Wireless Preemption Service Feature for National Security, Public Safety, and First Responders Government Liable Subscribers Only	
Monthly Access Fee Per MDN	$0.00 (86428 Basic/Smart Phone and 86433 Non-Phone)
Notes: Preemption Service ("Preemption") is a capability that reallocates network resources to customers so that they can connect in emergencies. In those uncommon times when the network is fully utilized, Preemption automatically activates to provide approved personnel uninterrupted access to the network. It helps ensure our national security, public safety, and first responder customers can continue to communicate with each other during times of high network use. Preemption capability is available on the Verizon Wireless 4G LTE data network. While Preemption capability may also be available on the networks of Verizon Wireless's domestic roaming partners, Verizon Wireless makes no representation of Preemption availability or reliability on such networks. Preemption is limited to select service rate plans and cannot be used in conjunction with devices or service plans utilized with dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited from using this feature. Please note: calls to 911 are never preempted. **This plan is available to Select NAICS (formerly SIC) Codes in the following industries at the discretion of Verizon Wireless.**	
First Responders	Public Safety
National Security	HealthCare
Transportation	Education
Government	Utilities

Legacy Plan's

Legacy Voice Calling Plans

Custom 4G Unlimited Data Feature with Mobile Hotspot for Smartphones Government Subscribers Only The feature below reflects the monthly access fee discount. No additional discounts apply.	
Monthly Access Fee	$32.00 (87785)
Domestic Data Allowance with Mobile Hotspot[1]	Unlimited[1]
Notes: Current coverage details and additional feature information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this feature must be on 5G Nationwide or 4G LTE smartphones. [1]If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage for the remainder of the then-current billing cycle for the line(s) that exceed(s) the data usage. Verizon Wireless reserves the right to adjust data throughput limitation thresholds to as low as 5 GB with prior written notice.	

Wireless Priority Service (WPS) Access The calling features below are not eligible for the monthly access fee discount.	
WPS Access Feature Initiation Fee	Waived
WPS Access Monthly Access Charge	Waived
WPS Access Per Minute Charge	Waived
NOTE: Wireless Priority Service Access (WPS Access) is subject to the terms and conditions of the Contract and calling plan. A WPS Access function is available on a limited portion of the Verizon Wireless owned and operated 800/1900 MHz CDMA network, and is available only to individuals authorized by the Office of the Manager National Communications System (NCS). WPS Access provides end users with the ability to be placed into a queue for the next available wireless voice channel ahead of end users not subscribing to WPS Access. Verizon Wireless makes no assurances regarding waiting times associated with WPS, nor can Verizon Wireless ensure that WPS Access calls will be connected. Contact your Verizon Wireless representative for complete details on WPS Access.	

Legacy Wireless Data Plans

Custom 4G Unlimited Data Feature for Smartphones Government Subscribers Only The feature below reflects the monthly access fee discount. No additional discounts apply.

Monthly Access Fee	$23.00 (86800)
Domestic Data Allowance[1]	Unlimited[1]

Notes: Current coverage details and additional feature information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this feature must be on 5G Nationwide or 4G LTE smartphones.
[1]If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage for the remainder of the then-current billing cycle for the line(s) that exceed(s) the data usage. Verizon Wireless reserves the right to adjust data throughput limitation thresholds to as low as 5 GB with prior written notice.

Custom 4G Mobile Broadband 2GB Plan

Government Subscribers Only
The plan below reflects the monthly access fee discount. No additional discounts apply.

Monthly Access Fee	$24.00 (86410)
Data Allowance	2 GB
Data Overage Rate	$10.00 per GB

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this plan must be on 5G Nationwide or 4G LTE mobile broadband data devices such as USB's, air cards, tablets, jetpacks, notebooks, and netbooks.

Custom 4G Unlimited Domestic and International Travel Data Feature for Smartphones

Government Subscribers Only
The feature below reflects the monthly access fee discount. No additional discounts apply.

Monthly Access Fee	$55.00 (87556)
Domestic Data Allowance[1]	Unlimited[1]
International Travel Data Allowance[2]	Unlimited[2]

Notes: Current coverage details and additional feature information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on this feature must be on 5G Nationwide or 4G LTE smartphones.
[1]If 25 GB of domestic data usage is exceeded on any line in any given billing cycle, Verizon Wireless will limit the data throughput speeds to up to 600 Kbps for additional usage for the remainder of the then-current billing cycle for the line that exceeds the data usage. Verizon Wireless reserves the right to adjust data throughput limitation thresholds to as low as 5 GB with prior written notice.
[2]The International travel data allowance applies in Canada, Mexico, and the rest of the world where coverage is available; aircraft and cruise ship data usage is not included. For supported countries and rates for services such as voice, messaging, and non-terrestrial (aircraft and cruise ship) voice rates, go to verizonwireless.com/international. Verizon Wireless will terminate a line of service if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer.

Custom 4G International Travel Data Features Government Subscribers Only These features are eligible for monthly access fee discounts.				
Monthly Access Fee[1]	$25.00 (82691)	$30.00 (81776)	$60.00 (81793)	$120.00 (81796)
International Travel Data Allowance[2,3]	100 MB	150 MB	350 MB	1 GB
International Travel Data Overage Rate[2]	$0.25 per MB			
International Travel Data Rate - Rest of World	$12.99 per MB			

Notes: Current coverage details and additional feature information can be found at www.verizonwireless.com.

[1]These features requires a 5G World or 4G World Mobile Broadband device (MiFi, USB, tablet, embedded laptop) and may only be added onto an eligible Mobile Broadband plan with a monthly access fee of $29.99 or higher.

[2]The International Travel Data Allowance and International Travel Data Overage Rate apply in these locations: Aland Islands, Albania, Andorra, Anguilla, Antigua, Argentina, Armenia, Aruba, Australia, Austria, Azerbaijan, Bahamas, Barbados, Barbuda, Belarus, Belgium, Bermuda, Bolivia, Bonaire, Bosnia and Herzegovina, Brazil, Bulgaria, Canada, Cayman Islands, Chatham Island, Chile, China, Christmas Island, Colombia, Croatia, Curaçao, Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, Egypt, England, Estonia, Faroe Islands, Finland, France, French Guiana, Georgia, Germany, Gibraltar, Grand Bahamas, Greece, Greenland, Grenada, Guadeloupe, Guam, Guernsey, Guyana, Haiti, Hong Kong, Hungary, Iceland, India, Ireland, Northern Ireland, Isle of Man, Israel, Italy, Jamaica, Japan, Jersey, Kazakhstan, South Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Macao, Macedonia, Malta, Martinique, Mayotte Island, Mexico, Moldova, Monaco, Montenegro, Montserrat, Netherlands, Netherlands Antilles, New Providence (Nassau), New Zealand, Northern Mariana Islands, Norway, Palestinian Authority, Paradise Island, Paraguay, Peru, Philippines, Poland, Portugal, Reunion, Romania, Russia, Saba, Saipan, Samoa, San Marino, Scotland, Serbia, Singapore, Slovakia, Slovenia, South Africa, Spain, St. Barthelemy, St. Eustatius, St. Kitts and Nevis, St. Lucia, St. Maarten, St. Martin, St. Vincent and Grenadines, Svalbard, Sweden, Switzerland, Taiwan, Thailand, Tortola, Trinidad and Tobago, Turkey, Turks and Caicos Islands, Ukraine, United Kingdom, Uruguay, Uzbekistan, Vatican City, Venezuela, Vietnam, Virgin Gorda, British Virgin Islands, Wales.

[3]Aircraft and cruise ship data usage is not included. To see supported countries and rates for services such as voice, messaging, and non-terrestrial (aircraft and cruise ship) voice rates, go to www.verizonwireless.com/international. Verizon Wireless will terminate a line of service if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer.

Public Sector 4G Mobile Broadband Share Plans Government Subscribers Only The plans below reflect the monthly access charge discount. No additional discounts apply.			
Monthly Access Fee	**$34.00** (90221)	**$59.99** (90240)	**$99.99** (90241)
Data Allowance (Shared)	5 GB	10 GB	20 GB
Data Overage Rate	$8.00 per GB		

Notes: These plans are for domestic data-only devices, on the Verizon Wireless network only. Current coverage details can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network (no domestic roaming or international roaming.) For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on these plans must be on 5G Nationwide or 4G LTE mobile broadband devices.

Data Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

Legacy Machine to Machine / Telemetry Plans

Custom 4G Machine to Machine 2GB On-Net Plan Government Subscribers Only The plan below reflects the monthly access fee discount. No additional discounts apply.	
Monthly Access Fee	$24.00 (36504)
Data Allowance	2 GB
Data Overage Rate	$10.00 per GB

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. This plan is restricted to the Verizon Wireless 5G Nationwide® network and 4G LTE network (domestic roaming and international roaming are not available). This plan cannot be back dated. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Only Customer-provided, 5G Nationwide and 4G LTE machine-to-machine devices may be activated on this plan. This plan is only available during the initial term of the contract.

Public Sector 4G Machine-to-Machine Share Plans Government Subscribers Only The plans below reflect the monthly access charge discount. No additional discounts apply.			
Monthly Access Fee	**$34.00** (90220)	**$59.99** (90234)	**$99.99** (90235)
Data Allowance (Shared)	5 GB	10 GB	20 GB
Data Overage Rate	$8.00 per GB		

Notes: These plans are for domestic machine to machine data-only devices, on the Verizon Wireless network only. Current coverage details can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network (no domestic roaming or international roaming.) For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Lines activating on these plans must be on 5G Nationwide or 4G LTE machine-to-machine devices. Netbook, Smartphone, and Tablet devices are not eligible for Machine-to-Machine pricing.
Data Sharing: Lines on the same billing account on custom share plans with the same data overage rate can share data. At the end of each billing cycle, any unused data allowances will be applied to the overages of other lines, beginning with the line with the lowest overage.

Machine to Machine (M2M) Share Group 1 Plans - Low Usage The plans below reflect the monthly access fee discount. No additional discounts apply.					
Domestic Profile Shared Data Allowance	1 MB (87660)	5 MB (87661)	25 MB (87662)	50 MB (87663)	150MB (87664)
Domestic Account Shared Data Allowance	1 MB (87640)	5 MB (87641)	25 MB (87642)	50 MB (87643)	150MB (87644)
Monthly Access Fee	$5.00	$7.00	$10.00	$15.00	$18.00
Data Overage Rate	$1.00 per MB				

Machine to Machine (M2M) Share Group 2 Plans - High Usage The plans below reflect the monthly access fee discount. No additional discounts apply.				
Domestic Profile Shared Data Allowance	250 MB (87665)	1 GB (87668)	5 GB (87671)	10 GB (87673)
Domestic Account Shared Data Allowance	250 MB (87645)	1 GB (87646)	5 GB (87647)	10 GB (87648)
Monthly Access Fee	$20.00	$25.00	$50.00	$80.00
Monthly Access Fee less discount	$20.00	$25.00	$40.00	$64.00
Data Overage Rate	$0.015 per MB			

Notes: These are commercially available plans, and are subject to change without notice. Coverage includes the Verizon Wireless 5G Nationwide® network and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network. Current data coverage details can be found at www.verizonwireless.com. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Only Customer-provided, 5G Nationwide and 4G LTE machine-to-machine devices may be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for M2M pricing.

Account Share Data Sharing: Sharing among M2M Lines is available only among M2M Lines active on these plans. At the end of each billing cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need.

Profile Share Data Sharing: Sharing among M2M Lines on the same profile/Company ID is available only among M2M Lines active on these plans. At the end of each billing cycle, any unused data allowances for lines sharing across multiple accounts unused data allowances will be applied proportionally to all lines with overages and bills overage as KB. (If using profile share the data allowance must be a least 1 MB.)

BUSS (Business Solution Store)

eFax Corporate

The pricing below reflects the monthly access fee discount. No additional discounts apply..

eFax Corporate® is the world's leading cloud fax solution, providing state-of-the-art Digital Cloud Fax Technology (DCFT) to customers seeking an internet-based alternative to traditional paper-based fax machines.

SKU#	Description	Monthly Cost	Annual Cost
GOV_SELECT	Provides up to 2 fax numbers and up to 200 pages.	$7.99 (730005)	$86.29 (730004)
GOV_STANDARD	Up to 5 fax numbers and up to 500 pages.	$17.99 (729957)	$194.29 (729956)
GOV_PRO	Up to 10 fax numbers and up to 1000 pages per month	$35.99 (729953)	$388.29 (729952)
EFAX_OVERAGE	Overage charges for exceeding fax sent/received page allowance per month	Overage (730053)	$0.10 per page

Note: Customers must have an active email address to initiate service and receive eFax welcome email. eFax page allowance is per page (sent/received). Multiple licenses and stacking are permitted. eFax licenses on the same account will share page allowances. The eFax application may be used from any internet connection. eFax is compatible with One Talk service and connected multifunction printers with the eFax app installed. eFax licenses are for a 12 month term, no proration. Faxing to International phone numbers is not currently available. Government customers must use the eFax numbers provided by Verizon to receive onshore eFax support (833) 753-2563. Please also refer to the terms of service and privacy statement provided at the links below for additional governing terms.

Terms of Service
https://enterprise.efax.com/company/customer-agreement

Privacy Statement
https://enterprise.efax.com/company/privacy-policy

IBM® MaaS360® Enterprise Mobility Management (EMM) / Unified Endpoint Management (UEM)

IBM® MaaS360® Enterprise Mobility Management (EMM) A discount has been applied. IBM MaaS360 licenses and services are not eligible for any further discounts.					
IBM MaaS360 UEM offers a comprehensive, highly secure platform that manages and protects Devices and Things (smartphones, tablets, laptops, desktops,), People and Identity (authentication, authorization, Single Sign On, secure use access), Apps and Content combined with cognitive technology.					
Enterprise Mobility Suites: Core Products					
License Type	Product	SKU	Description	Monthly	Annual
Per Device: One (1) license per device	Essentials	D1P3GLL	Essentials Suite per Device	$2.25 598456	$27.00 598455
	Deluxe	D1P3LLL	Deluxe Suite per Device	$3.75 598457	$45.00 598458
	Premiere	D1P3RLL	Premier Suite per Device	$4.69 598459	$56.25 598460
	Enterprise	D1P3WLL	Enterprise Suite per Device	$6.75 598461	$81.00 598462
Per User: One (1) license per single user with multiple devices	Essentials	D1P3ILL	Essentials Suite Per User	$4.50 598463	$54.00 598464
	Deluxe	D1P3NLL	Deluxe Suite per User	$7.50 598465	$90.00 598466
	Premiere	D1P3TLL	Premier Suite per User	$9.38 598467	$112.50 598468
	Enterprise	D1P3YLL	Enterprise Suite per User	$13.50 598469	$162.00 598470

Notes:

- No setup or deployment fee for 50 licenses and up.
- All subscriptions are a 1-year term, and customer has the option to pay annually or monthly.
- Any reduction in the number of licenses can only be made at the time of renewal for both annual and monthly plans. No proration.
- **IBM Fast Start Customer Setup is** required for less than 50 licenses.

IBM® MaaS360® Enterprise Mobility Management: Add-On Products A discount has been applied. IBM MaaS360 licenses and services are not eligible for any further discounts.					
✔ These SKUs require an active subscription from the **Core Products** list (see above). ✔ This SKU must match the core product exactly (i.e., 1:1). Example: If the customer has 100 Essential Core Products then the customer must order 100 Team Viewer add-ons.					
License Type	**Product**	**SKU**	**Description**	**Monthly**	**Annual**
Per Device: One (1) license per device	Mobile Threat Management	D1AJPLL	Mobile Threat Mgmt per Device	$0.75 598473	$9.00 598474
	Secure Mobile Browser	D1AGWLL	Secure Mobile Browser per Device	$0.75 598953	$9.00 598954
	TeamViewer	D0048ZX	TeamViewer Remote Support SaaS for IBM MaaS360 per Device	$0.75 625453	$9.00 714502

Per User: One (1) license per single user with multiple devices	Mobile Threat Management	D1AJSLL	Mobile Threat Mgmt per User	$1.88 599454	$22.50 599455
	Secure Mobile Browser	D1AGZLL	Secure Mobile Browser per User	$1.88 598955	$22.50 598956
	TeamViewer	D0047ZX	TeamViewer Remote Support SaaS for IBM MaaS360 per User	$1.50 625454	$18.00 714452

Product	SKU	Description	Plan ID	Monthly	Annual
Laptop Location	D1AM8LL	Laptop Location	598471	$0.38	N/A
			598472	N/A	$4.50

IBM® MaaS360®Enterprise Mobility Management Professional Services IBM MaaS360 EEM Professional Services are not eligible for discounts.				
Product	**SKU**	**Plan ID**	**Description**	**One-time Cost**
IBM Email Setup - One Time Charge	D01XLZX	741452	Provides remotely delivered expertise and guidance in setting up and configuring the MaaS360 Email Access Gateway. The IBM consultant will participate in the discussions and setup remotely via WebEx. Through the initial conversation, the consultant will recommend the appropriate scenario to leverage, and also provide recommendations for redundancy and load balancing as needed. The consultant will assist in deploying any of the following scenarios: (1) Email gateway for any access, (2) Email gateway to allow only MaaS360 Secure Mail clients, (3) Email gateway with client authentication using corporate credentials.	$730.00
Health Check Success Service	D1RTALL	644452	IBM will assess your current deployment against your use cases, future goals, and industry best practices in a 1 day session. Receive a report with a score and recommendations on how to utilize MaaS360 to its full potential.	$2,800.00
IBM Fast Start Customer Setup Service	D1X6SLL	636958	Fast Start is required for accounts activating less than 50 licenses. Provides set up assistance during a 2-hour phone call with a MaaS360 expert	$500.00
EMM 30-Day Trial	D1P3TRL	598957	One-Time EMM 30-Day Trial. Customer can trial MaaS360 for 30 days. At the conclusion of the trial (but before the 30 day period ends), customer may convert the account to a paid subscription. Once the order is processed, the number of paid licenses can be provisioned to the account. Note. If the trial expires past the 30 day period customer must contact Verizon.	$0.00
Mobility Training Success Service	D1RTBLL	644453	A 2 day, curriculum based training workshop to skill up your helpdesk, operations team, and administrators on enterprise mobility and IBM MaaS360. Get hands-on with the product in this course with real world scenarios and demos.	$5,700.00

Quick Start Success Service	D1RT9LL	644454	Quick Start Services deliver fast and exceptional enterprise mobility implementation guidance to maximize your investment in less than a week.	$14,000.00

IBM MaaS360 EMM Core Products Included features are determined by IBM MaaS360 UEM License Type					
Feature	**Functionality**	**Included Features by License**			
		EMM Essential	**EMM Deluxe**	**EMM Premier**	**EMM Enterprise**
Device Management	Manage smartphones, tablets & laptops featuring iOS, Android, Windows 10 Mobile, Windows 7, Windows 10 & macOS	✔	✔	✔	✔
App Management	Deploy custom enterprise app catalogs Blacklist, whitelist & require apps	✔	✔	✔	✔
Patch and Update Management	Identify & report on missing OS patches Schedule distribution and installation of Windows OS & macOS patches	✔	✔	✔	✔
Identity Management	Single sign-on & touch access Conditional access to trusted devices Identity federation with apps	✔	✔	✔	✔
Advisor	Improve IT operational efficiency by applying best practices & learning from industry & peer benchmarks	✔	✔	✔	✔
Container App	A separate, corporate mobile workplace for iOS, Android & Windows Productivity apps for work in one place	✔	✔	✔	✔
Mobile Expense Management	Monitor mobile data usage with real-time alerts Set policies to restrict or limit data & voice roaming	✔	✔	✔	✔
Secure Mobile Email	Contain emails, attachments & chat to prevent data leakage Enforce authentication, copy/paste & forwarding restrictions FIPS 140-2 compliant, AES-256 bit encryption for data at res	×	✔	✔	✔
Secure Mobile Chat	Contain all chat mobile conversations and data Establish quick connections via corporate directory lookup	×	✔	✔	✔
OS VPN	Leverages the hosted MaaS360 Certificate Authority to issue authentication certs Deployed alongside your corporate VPN solution	×	×	✔	✔
Secure Browser	A feature-rich web browser for secure access to intranet sites Define URL filters & security policies based on categories Block known malicious websites	×	×	✔	✔

Gateway for Browser	Enable MaaS360 Secure Mobile Browser to access enterprise intranet sites, web apps & network resources Access seamlessly & securely without needing a VPN session on mobile device	×	×	✔	✔
Content Management	Enforce authentication, copy/paste & view-only restrictions	×	×	✔	✔
Gateway for Documents	Secure access to internal files: e.g., SharePoint & Windows File Share	×	×	✔	✔
App Security	Enforce authentication & copy/paste restrictions	×	×	✔	✔
Gateway for Apps	Add per app VPN to Application Security to integrate behind-the-firewall data in private apps	×	×	✔	✔
Mobile Document Editor	Create, edit & save content in a secure, encrypted container	×	×	×	✔
Mobile Document Sync	Restrict copy/paste & opening in unmanaged apps Store content securely, both in the cloud & on devices	×	×	×	✔
Mobile Threat Management	Detect and analyze mobile malware on compromised devices Automate remediation via near real-time compliance engine Take action on jailbroken/rooted devices overthe-air	×	×	×	✔

Notes. Customer may purchase IBM MaaS360 software licenses and services ("IBM MaaS360 Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the IBM MaaS360 Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. IBM MaaS360 Services are manufactured by International Business Machines Corporation, Inc. Any license for IBM MaaS360 Services must be obtained directly from IBM MaaS360 either upon purchase or receipt of notification from IBM of access to IBM MaaS360 Services. IBM MaaS360 Services are subject to IBM MaaS360's terms and conditions and can be viewed here: http://www-03.ibm.com/software/sla/sladb.nsf/sla/saas. Verizon Wireless will direct IBM MaaS360 to fulfill Customer's IBM MaaS360 Services order. Customer support for IBM MaaS360 Services must be obtained directly from International Business Machines Corporation, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to IBM MaaS360 Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate IBM MaaS360 representatives.

Verizon Mobile Device Management (MDM): Government Subscribers

These calling features reflect the monthly access charge discount. No additional discounts apply.

Verizon MDM Feature	Access Fee
Broadband Hotspot Management[1]	$1.49/device per month or $15/device per year
Unified Endpoint Management[2]	$1.00/device per month or $10/device per year
UEM Advance Features	$1.00/device per month
UEM with Advance Features	$2.00/device per month

Note: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Verizon MDM supports select devices and operating systems and may require installation of a software agent. Verizon MDM features are ordered and billed separately. The Verizon MDM portal is a ***CLOUD BASED SYSTEM*** and accessed via an Internet Browser.

- [1] Broadband Hotspot Management (BBHS) currently supports Broadband Hotspots also known as Jetpacks.
- [2] Unified Endpoint Management (UEM) requires smartphones and Tablets to be under supervision with their respective device enrollment programs, prior to managing device configurations within the Verizon MDM's customers' instance.
  - Requires iOS 12 or Higher
  - Requires iPad OS 13 and higher
- UEM Advance Features
  - Requires Unified Endpoint Management (UEM)
- All services are billed at the account level

**Due to a number of features that require HTML 5, the Verizon MDM portal requires the latest generation browsers (Google Chrome and Microsoft Edge) or two generations earlier.

See below for Verizon Mobile Device Management Service Terms & Conditions.

Zero Trust Dynamic Access

Powered by iboss

These licenses are not eligible for monthly access discounts.

Zero Trust Dynamic Access can help to prevent breaches by helping to make applications, data and services inaccessible to attackers while allowing trusted users to securely and directly connect to protected resources from almost anywhere. Zero Trust Dynamic Access provides a zero-trust cloud security solution for secure access to the open internet, cloud applications, private applications and data, and public cloud services helping to ensure security, conformance to NIST 800-207 guidelines, and provides reporting and analytics in a web-based portal.

SKU	Description	PPID	Billing	Price
CF-WIRELESS-NNI-SLED	Zero Trust Dynamic Access Core Package from Verizon Wireless	697955	Monthly	$2.72
MDF-WIRELESS-NNI-SLED	Zero Trust Dynamic Access Advanced Package from Verizon Wireless	699514	Monthly	$4.17

Note: Zero Trust Dynamic Access powered by iboss solution may require a Mobile Private Network Tiered Hierarchy design where iboss operates the parent private network and each mutual customer of iboss and Verizon Wireless must have a private network built as a child of the iboss parent.

- A minimum quantity of 50 user licenses per order is required.
- For monthly, subscription is payed monthly up front and is a month-to-month term, no proration *Devices that are certified for private network include:
- Verizon Jetpacks
- LTE and 5G Enabled routers – [Consult with sales and product manager for the number of licenses associated with multi user devices.]
- LTE and 5G enabled tablets, phones and laptops

[1]These SKUs are mutually exclusive and cannot be combined.

Verizon Zero Trust Dynamic Access Professional Services

Powered by iboss

These licenses are not eligible for monthly access discounts

The below packages are the implementation services and professional services for Zero Trust Dynamic Access.

SKU ID	Description	Maximum # of Hours	PPID	Price
IBOSS-IMPLE-PKG-1	Implementation Package 1 - up to 1,000 users. 4 implementation service hours included	4	705454	$ 1,814.00
IBOSS-IMPLE-PKG-2	Implementation Package 2 - up to 5,000 users. 20 implementation service hours included	20	705455	$ 9,070.00
IBOSS-IMPLE-PKG-3	Implementation Package 3 - up to 10,000 users. 40 implementation service hours included	40	705558	$ 18,140.00
IBOSS-IMPLE-PKG-4	Implementation Package 4 - up to 20,000 users. 60 implementation service hours included	60	705510	$ 27,211.00
IBOSS-IMPLE-PKG-5	Implementation Package 5 - up to 100,000 users. 120 implementation service hours included	120	705511	$ 54,422.00
IBOSS-IMPLE-PKG-6	Implementation Package 6 - up to 200,000 users. 200 implementation service hours included	200	705608	$ 90,704.00
IBOSS-PS*	iboss Professional Services - provides additional implementation support. Requires 2 hours minimum.		736452	$ 380.00

Notes: Implementation services are subject to the maximum service hours allotted for each implementation package SKU (the "Maximum Package Hours"). If implementation cannot be completed within the Maximum Package Hours, then additional Implementation Services packages may be purchased.

- If support is unable to complete the implementation within the maximum package hours purchased for onboarding, then additional implementation packages may be purchased.
- *IBOSS –PS SKU needs to have a scope of work definition to be sold. This Sku cannot be combined with any implementation packages.

Implementation Services Include:

- Implementation Kickoff Call
- Coordination of project and implementation plan with identified milestone and completion dates
- Live technical assistance configuring the SCG platform for activities such as ○ Assistance creating users in the platform ○ Assistance enabling MFA for admin users ○ Time zone configuration ○ Platform maintenance scheduling ○ Email setting configuration ○ Backup configuration ○ Assistance creating a customized SSL decryption certificate ○ Assistance downloading and configuring iboss cloud connectors ○ Policy configuration guidance ○ Creation of IPSEC or GRE tunnel ○ Creation of custom branded block page ○ Creation of custom report schedule ○ Creation of custom IPS rule (requires malware defense package) ○ Customization of PAC script
    - Integration with External SIEM for logging

The following services are out of scope and not included in the implementation package SKU Implementation Services:

- Bulk deployment of cloud connectors to customer devices
- Active Directory, Azure, eDirectory or other directory service configuration or support · ○ MDM configuration or support
- Policy migration from legacy secure gateway or firewall

Configuration of customer Firewalls, Routers, Switches, Computers, or Third Party Software or Applications

One Talk Solution: Government Subscribers Only

The plans/features below reflect any applicable discount. No additional discounts apply.

One Talk is a mobile first business telephone system that combines Smartphones and Desk phones (standard and 4G) capabilities into a fully integrated office solution providing a single telephone number ("Mobile Data Number/MDN") with the same type of advanced calling and messaging features.

Desk Phone/Mobile Client (app)/eSIM Price Plan			
Price Plan Type	**Monthly Access**	**Domestic Data Allowance**	**Data Overage Rate**
One Talk IP Desk Phone (Plan ID 28849)	$5.00	100 MB	$15 per GB
One Talk LTE Desk Phone (Plan ID 30186)	$5.00	5 GB	$15 per GB
One Talk Mobile Client for Government (Plan ID 32769)	$0.00	100 MB	$15 per GB
One Talk Native Dialer	Requires smartphone to be activated on Flexible Business plans or Business Unlimited plans. Monthly access is subject to the selected smartphone price plan.		

Auto Receptionist (AR) and Call Queue (CQ)	
Price Plan Type	Monthly Access
One Talk Auto Receptionist (Plan ID 30194)	$5
Auto Receptionist Feature mandatory to plan	$15
One Talk Call Queue Standard (Plan ID 30197)	$5
Call Queue Feature mandatory to plan	$15

One Talk Tiered Pricing Service Feature	
Feature Price Tiers (SFO 90540)	Monthly Service Price
1 - 9 lines	$15
10 - 24 lines	$14
25 – 99 lines	$13
100+ lines	$12

Active desk phone, eSIM, mobile client, native dialer, auto receptionist and call queue lines on this pricing at the end of each bill cycle for all accounts under the customer's government profile with Verizon will aggregate together to determine the volume pricing tier.

Hunt Group (HG)	
Price Plan & Feature	Monthly Access
One Talk Hunt Group Plan (Plan ID 30206)	$0
One Talk Hunt Group Feature	$0

Optional Features	
One Talk Premium Visual Voicemail for Android Smartphone (84968)	$2.99

One Talk Premium Visual Voicemail for Desk Phone & Mobile App (87720)	
One Talk Voicemail to Text for iOS Smartphones (84969)	
One Talk Caller Name ID and Spam Filter (86064)	$0.00
Hunt Group Messaging (88212)	$9.99
Call Queue Agent (1757)	$1.00

Additional Devices per MDN[1]
One Talk pricing for user lines supports multiple devices sharing the single One Talk number. There are two configuration options. Option 1 allows up to 7 devices sharing the number, and option 2 allows up to 8 devices sharing the number. Option 1: 1 LTE Desk Phone, 1 IP Desk Phone, 5 Mobile Applications Option 2: 2 IP Desk Phones, 1 Smartphone, 5 Mobile Applications

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network. One Talk service is applied to the Verizon Wireless MDN and is available on all of the user's devices.

Applicable One Talk tiered pricing service features are a required part of the
One Talk is not compatible with Fax machines, credit card POS solutions, or Security Systems. One Talk calls originated from a Smartphone, or Mobile drop if either party leaves Verizon 4G and/or Wi-FI coverage. When outside of the 4G coverage area and without 4G or WiFi service, the Smartphone device operates as a standard device (1X calling) with standard voice and SMS messaging capabilities with no One Talk features available to the user.

For the Service to work on wireless devices, Customer must select the line on your agency's profile to which you wish to add the One Talk feature. [1]Each One Talk phone number can be shared between devices with the following limits: Up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, two standard desk phones and a single smartphone using One Talk. You may only make voice and/or video calls with up to three (3) devices per One Talk phone number at the same time. [2]The Mobile App can be used on eligible devices (includes devices from other carriers); Smartphones (without One Talk Dialers (Basic, Enhanced, and Native)), wireless and WiFi tablets. The Desktop app can be used in Windows PCs and Mac OS devices, limit five (5) total per MDN (including primary device. Installing the One Talk Mobile App consumes an estimated 30MB of data, the Desktop App consumes approximately 110MB of data.

The Service is not compatible with all price plans and desk phones are not available under all contracts. Check with your sales representative for plan compatibility with the Service and the availability of desk phones under the Contract.

You may be assessed additional 911 surcharges if required by law, for up to a maximum of three devices on each One Talk phone number during the applicable billing cycle.

This is a current retail plan and is subject to change or be discontinued without notice to the customer. .

Hunt Group Messaging: Allows up to 20 assigned mobile client user the ability to receive and reply to SMS/MMS messages sent to the phone number assigned to the hunt group. The service provides unlimited SMS/MMS messaging.

Call Queue: Up to 40 agents can be assigned to a call queue and up to 25 calls can be held in queue. To be assigned as a call queue agent, the One Talk user's line must have the $1 call queue agent feature.

For additional information regarding One Talk please visit:
https://www.verizon.com/business/products/voicecollaboration/unified-communications/one-talk/

One Talk eSim Plan Unlimited Talk and Text Government Subscribers Only This plan is not eligible for monthly access fee discounts.	
Monthly Access Fee	$5.00
Anytime Minutes in US/Canada/Mexico[2]	Unlimited
Data Allowance in US/Canada/Mexico[2]	Unlimited
Data Overage Rate in US/Canada/Mexico[2]	$15 per 5GB
Domestic and International Messaging Allowance[3]	Unlimited
International Dialing (within the U.S.)[4]	Enabled
Plan #	**28798**

Notes: Current coverage details can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra Wideband network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra Wideband network.

Lines activating on this plan must be on 5G Ultra Wideband-compatible, 5G Nationwide, or 4G LTE Dual SIM capable smartphones. This plan is only available on (i) lines activated on non-discounted smartphones, (i) a device provided by Customer, (ii) a line that is no longer under a Line Term, or (iii) a device purchased at the full retail price. Verizon Wireless feature functionality may be limited if the smartphone was not purchased from Verizon Wireless.

[1]The One Talk eSim Plan provides a secondary line of service with its own mobile number added to a Dual **eSIM** capable smartphone that is compatible with the Verizon Wireless network.

[2] Throughput speeds on the One Talk eSim Plan will be limited up to 256 kbps throughput for the duration of each billing cycle while on the Verizon Wireless 5G Ultra-Wideband 5G Nationwide and 4G LTE networks. Data speeds are not guaranteed while on extended or roaming partner networks.

[3]Unlimited text messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com.

[4] International Dialing is enabled at a pay per use rate.

*** One Talk eSim plan requires the $15 One Talk tier SFO**

See below for One Talk from Verizon Terms & Conditions.

Verizon Mobile for Microsoft Teams is a service that utilizes existing Verizon Wireless network services to route calls through Microsoft Teams. The wireless feature, when applied to an eligible Verizon Wireless voice plan, will fully integrate your chosen Verizon Wireless Telephone number into the cloud calling and team collaboration solution offered by Microsoft. Once connected, you are able to use your wireless numbers to receive inbound and make outbound calls directly through your Enterprise Microsoft Teams instance for treatment and management.

Verizon Mobile for Microsoft Teams

Government Subscribers Only

Features are NOT eligible for monthly access discounts.

Description	Feature Code	Monthly Service Fee
Verizon Mobile for MS Teams GOVT	89561	$4.00

Note: Verizon Mobile for Teams feature works with 5G Nationwide@ network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide@ network is a separate network from Verizon's 5G Ultra-Wideband network. **Lines activating on this feature must be on 5G Nationwide or 4G LTE smartphones**.

https://www.verizon.com/support/verizon-mobile-for-ms-teams-legal/

****Disclaimer: Customers should be aware of the following service limitations:

Emergency 911 Calls. 911 will be terminated by Verizon Wireless according to the end user's cellular geo-location if dialed from an assigned mobile device native dialer using the Verizon cellular network. If 911 is dialed from a Microsoft provided app on the phone, laptop, tablet, or desktop; or from a stationary desk IP Phone using a data network connection, the location defined for 911 by your Microsoft Administrator within Microsoft Teams will be used for routing purposes. ***Please see Verizon Mobile for Microsoft Teams Terms and Conditions Addendum for other important information about 911 configuration and other service limitations. ***

Voice Mail Removal and Retention. Adding the Verizon Mobile for Microsoft Teams feature will remove the Verizon voice mail associated to any existing and identified wireless line. It is the customer responsibility to move and save any needed voicemail prior to activation of the service with Verizon. Verizon does not guarantee that voice mail will be retained in any form. The end user will switch to Microsoft Teams provided voice mail and must setup according to established Microsoft configuration and procedures.

Wireless Priority Service. Wireless Priority Service (WPS) is impacted by call routing to Microsoft. Verizon will support WPS call prioritization at its radio access network. Such prioritization will be removed when the call is transferred to the Microsoft Data network for PBX call routing.

Vendor Privacy. Verizon Mobile for Microsoft Teams enables Verizon wireless smartphone voice communications by routing calling through Microsoft Teams. When you enable this feature, Verizon shares information with Microsoft about end users, such as the phone number and call-related data. This information will be handled by Microsoft in accordance with Microsoft's privacy practices. You authorize Verizon to share your data with Microsoft and acknowledge that any customer requirements for data security will be covered under your separate agreement with Microsoft.

Please see Verizon Mobile for Microsoft Teams Terms and Conditions Addendum for other important information about 911 configuration and other service limitations.

Availability:
This feature is available to any U.S. federal, state and local government customers ("USG Customers") that do not require high security FED RAMP compliance and utilize Microsoft Teams GCC Low or Medium government security platforms. Access to the feature is also regulated appropriately by governing State or Federal contract independently

See below for Verizon Mobile for Microsoft Teams Terms and Conditions Addendum.

Intrepid Networks®: Government Subscribers

Discount reflected below. No additional discounts apply.

Intrepid Networks provides a real-time situational awareness solution for both public and private organizations. Intrepid Networks solution suite is suited for emergency response agencies within the public sector, as well as any private sector companies that require day-to-day operational efficiencies and tracking needs. The solution provides critical end-userlevel situational awareness which substantially improves operational efficiency and reduces the communication loop.

SKU	Name	Description	Price Plan ID	Cost
INT_RESPONSE_LOCATE	INTREPID RESPONSE: LOCATE MODULE ANNUAL SUBSCRIPTION	One year subscription for an Intrepid Response: Locate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	690053	$60.75
INT_RESPONSE_CONNECT	INTREPID RESPONSE: CONNECT MODULE ANNUAL SUBSCRIPTION	One year subscription for an Intrepid Response: Connect Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689460	$60.75
INT_RESPONSE_ACTIVATE	INTREPID RESPONSE: ACTIVATE MODULE ANNUAL SUBSCRIPTION	One year subscription for an Intrepid Response: Activate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689952	$27.00
INT_RESPONSE_LOCATE+	INTREPID RESPONSE: Locate+	One year subscription for an Intrepid Response: Locate+ Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single	689953	$135.00

		device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates. Locate+ contains all the features of Locate plus additional capabilities directed at surveillance, undercover, cell phone tracking and technical operations teams. These include faster GPS ping rates, live cell phone locations, cell tower analytics and finishing tool integrations		
INT_RESPONSE_LOCATE_ TRIAL	INTREPID RESPONSE: LOCATE MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Locate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689956	$0.00
INT_RESPONSE_CONNECT _TRIAL	INTREPID RESPONSE: CONNECT MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Connect Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.	689954	$0.00
INT_RESPONSE_ACTIVATE _TRIAL	INTREPID RESPONSE: ACTIVATE MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Activate Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time.	689955	$0.00
INT_RESPONSE_LOCATE+ _TRIAL	INTREPID RESPONSE: LOCATE+ MODULE 30 DAY FREE TRIAL	30 DAY trial for an Intrepid Response: Locate+ Module user license, which enables secure user access to the Intrepid Response: Locate mobile capability on a single device and the	690003	$0.00

		Intrepid Response: Locate web application on a single device. The same unique credentials can be used for the web application and mobile application at the same time. Includes hosting, standard support, and routine product updates.		
TRAINING_AT_CUST	One (1) TRAINING DAY AT CUSTOMER'S SITE ANY PRODUCT(S)	One (1) day of on-site training for any product at client's desired location (U.S. only). Cost includes travel, training materials & instructor.	597972	$1,875.00
TRAINING_AT_INTREPID	1 TRAINING DAY AT INTREPID FACILITY ANY PRODUCT(S)	One (1) day of training for any product at Intrepid location. Cost includes training materials & instructor.	597971	$750.00

See below for Intrepid Service Agreement.

Wireless Network Performance Fees

Wireless Network Performance (WNP) is a self-serve portal that allows a customer quick, convenient access to network and device analytics. The tool allows a customer to better manage devices, track usage, be notified of outages and use the best information available to make long-term plans or develop on-the-fly contingency plans.

Wireless Network Performance Network Performance The licenses are not eligible for further monthly access discounts.						
Basic License						
Description	**SKU Name**	**Perpetual Plan ID**	**Monthly Plan ID**	**Tiers**	**Monthly Cost**	**Annual Cost**
WNP-BASICGOV	WNP-BASICGOV	709053	709052	1-499	$ 7.70	$ 88.55
				500 – 999	$ 11.55	$ 123.20
				1,000 – 4,999	$ 19.25	$ 207.90
				5,000 -9,999	$ 38.50	$ 415.80
				10,000 – 99,999	$ $57.75	$ 616.00
				100K -5M	$ 77.00	$ 770.00
Premium License						
WNP-PREMIUMGOV	WNP-PREMIUMGOV	709103	709102	1-499	$ 77.00	$ 770.00
				500 – 999	$ 385.00	$ 4,158.00
				1,000 – 4,999	$ 770.00	$ 8,316.00
				5,000 -9,999	$ 1,925.00	$20,790.00
				10,000 – 99,999	$ 3,850.00	$41,580.00
				100K -5M	$ 7,700.00	$80,850.00

Note: Verizon's Wireless Network Performance (WNP) is a central portal that will provide two broadband capabilities that can be leveraged:

- Analytics
- Mapping

Customers will be able to access WNP through My Business after purchase and must be subscribed to the MyBiz portal to use these licenses. Customer's Tier is determined by the number of active lines in service at the time of purchase. See your account representative for additional information.

[See below for Verizon Wireless Network Performance Service Addendum.]

Enterprise Messaging

Enterprise Gateway for Public Safety

Enterprise Messaging for Public Safety is NOT eligible for monthly access fee discounts.

# Messages Included	Monthly Access	Per Message Rate After Allowance
Public Safety Unlimited* (83431)	$0.00 (For Public Safety/First Responders only as defined below*)	N/A
Note: This plan is limited to Verizon On-Net Messaging Only and customers are not provided with an Inter-Carrier code for this offer; therefore, this plan does not even attempt best effort delivery to other carriers.		

Enhanced Messaging Plans

SMS Only for EMAG Enhanced Plans

The monthly access fee discounts are reflected in the pricing below. ***No additional discounts apply.***.

# Messages Included	Monthly Access	Per Message Rate After Allowance
Enhanced Public Safety Unlimited* (67772)	$0.00 (For Public Safety/First Responders only as defined below*)	N/A
Note: This plan is text only (SMS only, not MMS) for business customers who need to send bulk messaging to Verizon and non-Verizon devices. For cross-carrier messaging, the customer must pay special attention to the Third-Party spam filtering guidelines in the Resources section.		

* The $0.00 Monthly Access Unlimited plan and the $0 Enhanced Messaging Plans above are only available to Public Safety/First Responders classified with the following NAICS Codes:

485111 Mixed Mode Transit Systems (Rail & Buses)	922190 Other Justice, Public Order, and Safety Activities
485112 Commuter Rail Systems	923120 Administration of Public Health Programs
621910 Ambulance Services	928110 National Security
922110 Courts	926120 Regulation and Administration of Transportation Programs
922120 Police Protection	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922130 Legal Counsel and Prosecution	926130 Regulation and Administration of Comms, Electric, Gas, Utilities
922140 Correctional Institutions	921150 American Indian and Alaska Native Tribal Governments
922150 Parole Offices and Probation Offices	921190 Other General Government Support
922160 Fire Protection (except private)	921110 Executive Offices

The monthly access fee discounts are reflected in the pricing below. ***No additional discounts apply.***.

Text Only (SMS)			
# Messages Included		**Monthly Access**	**Per Message Rate After Allowance**
15,000	(98209)	$37.50	$0.01
100,000	(98212)	$150	$0.01
500,000	(98213)	$731.25	$0.01
1,000,000	(98215)	$1,387.50	$0.01
5,000,000	(98233)	$6,750	$0.005
Note: This feature is limited to Verizon On-Net Messaging Only and customers are not provided with an Inter-Carrier code for this offer; therefore, this plan does not even attempt best effort delivery to other carriers.			
Text & Multimedia (SMS/MMS)			
# Messages Included		**Monthly Access**	**Per Message Rate After Allowance**
15,000	(98234)	$75	$0.02
100,000	(98235)	$300	$0.02
500,000	(98236)	$1,462.50	$0.02
1,000,000	(98238)	$2,775	$0.02
5,000,000	(98239)	$13,500	$0.01

Enhanced Messaging Plans

SMS Only for EMAG Enhanced Plans

The monthly access fee discounts are reflected in the pricing below. ***No additional discounts apply.***.

Enhanced Messaging Features (SMS Only)			
# Messages Included		**Monthly Access**	**Per Message Rate After Allowance**
15,000	(22041)	$75	$0.02
100,000	(22054)	$468.75	$0.02
500,000	(22088)	$2,250	$0.015
1,000,000	(22119)	$4,200	$0.013
5,000,000	(22127)	$20,250	$0.008
Note: This plan is text only (SMS only, not MMS) for business customers who need to send bulk messaging to Verizon and non-Verizon devices. For cross-carrier messaging, the customer must pay special attention to the Third-Party spam filtering guidelines in the Resources section.			

See below for Enterprise Messaging Terms of Service (Public Safety).

Absolute NetMotion

These products Do Not qualify for additional discounts

Absolute NetMotion is a Mobile Performance Management (MPM) - Software that accelerates, optimizes and secures all traffic with mobile devices across any network, application or operating system. It provides adaptive policies so that IT can specify parameters to fine tune the mobile user experience by prioritizing applications and network access. Absolute NetMotion provides insight into both user behavior and network activity enabling diagnostics to pinpoint and resolve issues. It has highly optimized connectivity even across coverage gaps or when switching networks. Absolute NetMotion prevents data from being lost, applications from crashing and users from having to repeat logins. Absolute NetMotion provides faster throughput with optimized data delivery across even the most bandwidth constrained network.

SKU	Description	Function	Term	Price
NMSVZW-GOV-SILVER	Mobility VPN - Mobility Only	"Mobility VPN" (Virtual Private Network for wireless connections) - An encrypted, secure tunnel for mobile devices	Monthly	$4.33
			Annual	$52.00
			2 Year	$104.00
			3 Year	$156.00
NMSVZW-GOV-GOLD	Mobility VPN + Modules	"Mobility VPN" + "Modules" (Policy, Network Access Control, Mobile Analysis)	Monthly	$6.93
			Annual	$83.20
			2 Year	$166.40
			3 Year	$249.60
NMSVZW-GOV-DIAMOND	MIQ - Operational Intelligence	Mobility VPN + "Modules" + "Diagnostics" + "Mobile IQ" which includes performance assessment, threat defense, cost control, location intelligence and inventory, troubleshooting and system-wide status	Monthly	$8.67
			Annual	$104.00
			2 Year	$208.00
			3 Year	$312.00
NMSVZW-GOV-DIAGS	Diagnostics (add-on)	Comprehensive data collection and root cause detection software (add-on feature)	Monthly	$4.33
			Annual	$52.00
			2 Year	$104.00
			3 Year	$156.00
NMSVZW-GOV-MIQ	MobileIQ (add-on)	Visual troubleshooting, analytics and alerting dashboards (add-on feature)	Monthly	$4.33
			Annual	$52.00

			2 Year	$104.00
			3 Year	$156.00
ABSA-EdgeC	Absolute Secure Access Edge Cloud	Hosted access to Absolute Secure Access Edge, a secure remote access platform including SDP/ZTNA, enterprise VPN and experience monitoring features. Secure Access Edge for Cloud is a cost- effective, hardware-free deployment option, optimized for Azure. This hosted offering includes 10GB per device, per month. Minimum 100 License deployment requirement.	Monthly	$20.00
			Annual	$240.00
'11NMPS-GOV-8HR-S	Prof. Services - Up to 8 Hours	Professional Services - Up to 8 Hours	One time Charge	$2,000.00
11NMPS-GOV-4HR-S	Prof. Services - Up to 4 Hours	Professional Services - Up to 4 Hours	One time Charge	$1,000.00
11NMTR-GOV-C	Mobility Cert. Training	Mobility Certification Training	One time Charge	$2,295.00
11NMETS-GOV	Elite Tech Svc. 0 - 4999 lic's	Elite Technical Service (0 - 4,999 licenses)	One time Charge	$30,000.00
11NMETS5K-GOV	Elite Tech Svc. 5000+ lic's	Elite Technical Service (5,000+ licenses)	One time Charge	$50,000.00
11NMPS-GOV-TAM	Dedicated Tech Acc't Mgr--1 yr	Dedicated Technical Account Manager (1 year)	One time Charge	$40,000.00

Note: Customer may purchase Absolute NetMotion Software, Inc. ("Absolute NetMotion") licenses and services ("Absolute NetMotion Services") at the prices listed above. Absolute NetMotion Services listed in the pricing sheet marked with an asterisks *** cannot be mixed or matched with other Absolute NetMotion Licenses or Services. Verizon Wireless is not the licensor of the Absolute NetMotion Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Absolute NetMotion Services are manufactured by Absolute NetMotion. Absolute NetMotion Software is subject to a separate End User License Agreement (EULA) with Absolute NetMotion, found at https://www.Absolute NetMotionsoftware.com/legal-and-copyright. Use of the Absolute NetMotion licenses or Absolute NetMotion Services is deemed to be the Customer's acceptance of the terms of the EULA. Customer must accept the EULA as the party liable for each license, and agrees that the Customer will comply with the obligations under the EULA.
Verizon Wireless reserves the right to (i) modify or discontinue the Solution in whole or in part and/or (ii) terminate the Solution at any time without cause. Customer's sole and exclusive remedy for any damages, losses, claims, costs, and expenses arising out of or relating to use of the Solution will be termination of service.

Any additional Absolute NetMotion Services must be obtained directly from Absolute NetMotion either upon purchase or installation of the Absolute NetMotion Services. Absolute NetMotion Services are subject to Absolute NetMotion's terms and conditions and can be viewed here: https://www.Absolute NetMotionsoftware.com/legal-and-copyright.

Verizon Wireless will direct Absolute NetMotion to fulfill Customer's Absolute NetMotion Services order. Basic functionality questions and other general customer support can be obtained by calling Verizon Wireless Customer Support. All other customer support questions and issues for Absolute NetMotion Services must be obtained directly from Absolute NetMotion Software, Inc. If Verizon Wireless, in its sole discretion, determines that an inquiry from a subscriber is related to Absolute NetMotion Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Absolute NetMotion representatives.

Verizon Wireless Private Responder Core Service for National Security, Public Safety, and First Responders **Government Liable Subscribers Only**	
Monthly Access Fee	$0.00
Notes: Verizon Wireless Private Responder Core Service for National Security, Public Safety, and First Responders ("Private Core"): Private Core separates wireless data communications from commercial and consumer traffic on the Verizon Wireless network. This service is available to National Security, Public Safety, and First Responder customers only as defined by the following NAICS (formerly SIC) Codes:	
National Security / First Responders / Public Safety • 621910 Ambulance Service • 922110 Courts • 922120 Police Protection • 922130 Legal Counsel and Prosecution • 922140 Correctional Institutions • 922150 Parole Offices and Probation Offices • 922160 Fire Protection (except private) • 922190 Other Justice, Public Order and Safety Activities • 928110 National Security • 921190 Other General Government Support • 921110 Executive Offices	Chemical • 561612 Protective Services • 541330, 541690 Chemical Engineering and Consulting • 239210 Pharmaceutical Communications • 517110 Telecommunications, Wired • 517212 Cellular and other Wireless Telecommunications • 238210, 334290 and 561620 Alarm Systems Critical Manufacturing • 237310 Highway, Street and Bridge Construction

• 921150 American Indian/Alaska Native Tribal Governments

Water
• 924110 Water Infrastructure
• 221320 Sewage Treatment Facilities
• 221310 Water Supply and Irrigation Systems

Transportation
• 482111 Railway Transportation
• 481111 Passenger Air Transportation
• 481112 Freight Air Transportation
• 483111 Shipping Transportation
• 926120 Transportation Administration
• 491110 Postal Service
• 926120 Public Transportation
• 926120 Regulation and Administration of Transportation Programs
• 485111 Mixed Mode Transit Systems (Rail & Buses)
• 485112 Commuter Rail Systems

Information Technology
• 541512 Computer Integration
• 541519 Computer Disaster Recovery
• 811310 Industry Equipment Repair
• 236210 Industrial Building Construction
• 211113 Extraction; 236220 Construction Management
• 926150 Regulation, Licensing and Inspection of Miscellaneous Commercial Sectors

Energy
• 333611 Wind Turbine
• 221111 Hydroelectric Power Generation
• 221122 Electric Power Distribution
• 221118 Other Electric Power Generation
• 221210 Natural Gas Distribution
• 926130 Regulation and Administration of Communications, Electric, Gas and Other Utilities
• 221113 Nuclear Electric Power Generation
• 562211 Hazardous Waste Treatment and Disposal

Healthcare and Public Health
• 621112 Health Care Practitioners
• 923120 Public Health Programs

Group First Response provides the next tier, in terms of Push To Talk features. Specifically, it allows, fast setup time, ability to handle very large groups, and a strong security and priority handling. Group First Response is based on international 3GPP standards (Mission Critical Push To Talk (MCPTT)) that ensures that the user gets “LMR like” features.

Group First Response for National Security, Public Safety, and First Responders

Government Subscribers Only

Features are NOT eligible for monthly access discounts.

Description	Feature Code	Monthly Access Fee
^Group First Response[1]	87781	$23.75
Push to Talk Plus Video[1]	87787	$20.00

Note: Group First Response features work with 5G Nationwide@ network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide@ network is a separate network from Verizon's 5G Ultra-Wideband network.
[1]**Group First Response is a Push to Talk Plus bolt-on feature. All lines must have a Push to Talk Plus feature to be eligible to purchase Group First Response and/or Push To Talk Plus Video.**

^As a condition for accessing and using Group First Response, the Purchasing Entity must have authorized access from Verizon to use Responder Private Core Internet Access.

Group First Response compatible device required. Group First Response is only supported on certain devices, as it requires the device to support specific hardware capabilities.
****Disclaimer: These direct services (plus any development or modification of software related to the services) may be performed outside of the borders of the United States, and restricted and sensitive data or other secure or sensitive data or personal customer data, may be collected, developed, analyzed, or otherwise used or obtained by persons or entities working outside the boundaries of the United States. These services cannot be subject to any requirements to limit the performance of the services or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction.**

These features are available to National Security, Public Safety, and First Responder customers only as defined by the below NAICS (formerly SIC) codes.

National Security/ First Responders / Public Safety • 485111 Mixed Mode Transit Systems (Rail & Buses) • 485112 Commuter Rail Systems • 621910 Ambulance Services • 922110 Courts • 922120 Police Protection • 922130 Legal Counsel and Prosecution • 922140 Correctional Institutions • 922150 Parole Offices and Probation Offices • 922160 Fire Protection (except private) • 922190 Other Justice, Public Order, and Safety **Activities** • 923120 Administration of Public Health Programs	• 928110 National Security • 926120 Regulation and Administration of Transportation Programs • 926150 Regulation, Licensing, and Inspection of Commercial Sectors • 926130 Regulation and Administration of Comms, Electric, Gas, Utilities • 921150 American Indian and Alaska Native Tribal **Governments** • 921190 Other General Government Support • 921110 Executive Offices

Group First Response for Non Public Safety Customers

Features are NOT eligible for monthly access discounts.

Description	Feature Code	Monthly Access Fee
^Group First Response[1]	89355	$30.00
Push to Talk Plus Video[1]	87787	$20.00

Note: Group First Response features work with 5G Nationwide@ network and 4G network plans. For avoidance of doubt, Verizon's 5G Nationwide@ network is a separate network from Verizon's 5G Ultra-Wideband network.

[1]**Group First Response is a Push to Talk Plus bolt-on feature. All lines must have an active Push to Talk Plus feature to be eligible to purchase Group First Response and/or Push To Talk Plus Video.**

^Group First Response requires each line to have Responder Private Core Internet Access (RPC IAC) on their lines to enable the feature.

Group First Response compatible device required. Group First Response is only supported on certain devices, as it requires the device to support specific hardware capabilities.

******Disclaimer: These direct services (plus any development or modification of software related to the services) may be performed outside of the borders of the United States, and restricted and sensitive data or other secure or sensitive data or personal customer data, may be collected, developed, analyzed, or otherwise used or obtained by persons or entities working outside the boundaries of the United States. These services cannot be subject to any requirements to limit the performance of the services or storage of data within the United States and should not be ordered if these are requirements in your jurisdiction.**

These features are available to the below NAICS codes.

Water
924110 Water Infrastructure
221320 Sewage Treatment Facilities
221310 Water Supply and Irrigation Systems

Transportation
482111 Railway Transportation
0 Passenger Air Transportation
1 Freight Air Transportation
483111 Shipping Transportation
491110 Postal Service

Information Technology
541512 Computer Integration
541519 Computer Disaster Recovery

Chemical
561612 Protective Services
541330, 541690 Chemical Engineering and

Consulting
239210 Pharmaceutical

Communications
517110 Telecommunications, Wired
517212 Cellular and other Wireless

Telecommunications
238210, 334290 and 561620 Alarm Systems

Critical Manufacturing
237310 Highway, Street and Bridge Construction
811310 Industry Equipment Repair
236210 Industrial Building Construction
211113 Extraction;
236220 Construction Management

Energy
333611 Wind Turbine
221111 Hydroelectric Power Generation
221122 Electric Power Distribution
221118 Other Electric Power Generation
221210 Natural Gas Distribution
221113 Nuclear Electric Power Generation
562211 Hazardous Waste Treatment and Disposal

Healthcare and Public Health
621112 Health Care Practitioners
923120 Public Health Programs

Education
610000 Educational Services
611110 Elementary and Secondary Schools
611200 Junior Colleges
611300 Colleges, Universities, and Professional Schools
611400 Business Schools and Computer and Management Training 611500 Technical and Trade Schools

Group First Response Dispatch and Video Bundles

Government Subscribers Only

License bundles are NOT eligible for a monthly access discount

Description	License Bundles	Frequency	Price
Dispatch Group Command With Video	DIS_PTT_GROUP_CMD_VIDEO	Monthly	$300.00
Dispatch Group Advance with LMR and Video	DIS_PTT_GROUP_ADV_LMR_VIDEO	Monthly	$281.00

Dispatch Group Command with LMR and Video	DIS_PTT_GROUP_CMD_LMR_VIDEO	Monthly	$306.00
Dispatch PTT+ with LMR and Video	DIS_PTT_LMR_VIDEO	Monthly	$236.00
Dispatch Group Advance with Video	DIS_PTT_GROUP_ADV_VIDEO	Monthly	$275.00
Dispatch PTT+ with Video	DIS_PTT_VIDEO	Monthly	$230.00
PTT Cross Carrier Group Advance LMR Video	PTT_CC_GROUP_ADV_LMR_VIDEO	Monthly	$35
PTT Cross Carrier Group Advance Video	PTT_CC_GROUP_ADV_VIDEO	Monthly	$29
PTT Cross Carrier Group Command LMR Video	PTT_CC_GROUP_CMD_LMR_VIDEO	Monthly	$41
PTT Cross Carrier Group Command Video	PTT_CC_GROUP_CMD_VIDEO	Monthly	$35
PTT Cross Carrier LMR Video	PTT_CROSS_CARRIER_LMR_VIDEO	Monthly	$31
PTT Cross Carrier Video	PTT_CROSS_CARRIER_VIDEO	Monthly	$25
PTT Tablet Group Advance LMR Video	PTT_TABLET_GROUP_ADV_LMR_VIDEO	Monthly	$35
PTT Tablet Group Advance Video	PTT_TABLET_GROUP_ADV_VIDEO	Monthly	$29
PTT Tablet Group Command LMR Video	PTT_TABLET_GROUP_CMD_LMR_VIDEO	Monthly	$41
PTT Tablet Group Command Video	PTT_TABLET_GROUP_CMD_VIDEO	Monthly	$35
PTT Tablet LMR Video	PTT_TABLET_LMR_VIDEO	Monthly	$31
PTT Tablet Video	PTT_TABLET_VIDEO	Monthly	$25
Note: All Licenses must have a Group First Response compatible device with an active Push to Talk Plus and MCPTT feature to be eligible to purchase Group First Response Dispatch and Video Bundles.			
Description	**License Bundles**	**Frequency**	**Price**
PTT Dispatch Group First Response	DISP_PTT_GFR	Monthly	$300
PTT Dispatch LMR Group First Response	DISP_PTT_LMR_GFR	Monthly	$306
PTT Dispatch Video LMR Group First Response	DISP_PTT_LMR_VIDEO_GFR	Monthly	$506
PTT Dispatch Video Group First Response	DISP_PTT_VIDEO_GFR	Monthly	$500
Note: All Licenses must have a Group First Response compatible device with an active MCPTT feature to be eligible to purchase Group First Response Dispatch and Video Bundles.			

Push to Talk Plus Group Command Feature Only (when added to a Basic/Smartphone Device with PTT+) No additional discounts apply.	
Basic/Smartphone Device Feature (87382)	$7.50

Note: Group Command cannot be added to any device without Domestic Push To talk Plus. Push To Talk Plus requires a PTT+ capable device. Customers cannot combine Group Advanced and Group Command on the same device.

The new features, effective 5/2/19, include:

- Discreet listening. Enables an authorized user or dispatcher to remotely listen to a user's PTT+ voice communication.
- User Check. Allows an authorized PTT+ user or dispatcher to obtain user information from another Group Command user, such as:
  - ○ Presence and location ○ Device signal strength
  - (Wi-Fi and cellular) ○ Device battery level
- Enable/Disable Radio ○ The ability to temporarily remove a device from a group conversation • Includes Group Advanced functionality (large groups and urgent calling)

Group Command Feature Requirements

- PTT+ Group Command feature requires Push to Talk Plus (PTT+) feature
- This bundle works on Smartphones, Tablets and basic phones
- End users must upgrade the PTT+ application to R9.0.0 or later (available in stores on 3/28/2019) for the functionality to show on both the device as well as the PTT+ management portal (ECM).
- End users MUST enable RADIO MODE for the PTT+ Group Command features to work
- PTT+ Group Command SFO works with the optional LMR feature / functionality
- PTT+ Group Advanced and PTT+ Group Command features are mutually exclusive

Push to Connect – (PTT+)

Customers who use Smartphones, Tablets and basic phones are able to leverage Push to Connect to:

- Share pictures and videos from Gallery, as well as use native device camera
- Share location (current location or meeting location)
- Group Supervisor can set a Geofence, and receive messages when members come or leave area
- Leave a voice message, or create a voice message, and send to an individual or a group
- Send a PDF file to a contact or group

For customers who are familiar with PTT+ LMR Interoperability, PTT+ now has an optional "LMR Client" look, which provides a streamlined interface which simplifies the user experience to 1 screen.

Customers can now leverage Web Browsers to access the PTT+ Dispatch solution, rather than downloading software.

Verizon also has a developer portal for any third-party companies that are interested in integrating the PTT+ voice functionality (developer.pushtotalkplus.com)

PTT+ also has an option to preset the PTT+ button (Programmable key) to a contact or group and works, even when the security screen is enabled.

Push to Talk Plus Group Advanced Feature Only (when added to a Basic/Smartphone Device with PTT+) No additional discounts apply.	
Basic/Smartphone Device Feature (87381)	$3.00

Note: Group Advanced cannot be added to any device without Domestic Push To talk Plus. Push To Talk Plus requires a PTT+ capable device. Customers cannot combine Group Command and Group Advanced on the same device. The new Group Advanced features include:

- Large Groups. Increased group sizes up to 3000 members.
- Urgent Calling. Urgent calling can be initiated by a user or remotely by an authorized user. This call provides a distinct tone and is the highest priority call within the PTT+ application.
    - If a Dispatch license is the "Authorized User," the location of the Urgent Caller displays on the map. ○ Either the Initiator of the call or the Authorized User can end the "urgent call". ○ The "destination" of Urgent call must be on PTT+ client version R9.0 or later.
- Location-Based Temporary Groups. These are dispatcher-managed geographic groups. Members inside the geographic area can be added to Dispatch selected contacts or pre-defined groups.
    - Requires new PTT+ Group Advanced Dispatch software license.

Note: Push to Talk Group Advanced requires Push to Talk Plus (PTT+).
Group Advanced Feature Requirements

- PTT+ Group Advanced feature requires the Push to Talk Plus (PTT+) feature.
- At launch (3/28/19), this bundle only works on smartphones. Select basic devices are supported, beginning in 2Q2019.
- End users must upgrade the PTT+ application to R9.0.0 or later (available in stores on 3/28/19) for the functionality to show on devices as well as the PTT+ management portal (ECM).
- PTT+ Group Advanced works with the optional LMR feature/functionality.

PTT+ Portal Information

- Large Groups ○ Within the PTT+ portal (ECM), there is a new group type "Large Group" under the Create Groups tab. When the group is created, only those contacts with the new PTT+ Group Advanced feature / SKU can be added to the group.
- Urgent Calling ○ The company POC is able to set the "Authorized User" as well as the primary and secondary contacts that are recipients when the Urgent Call is initiated. "Authorized users" also have to have the PTT+ Group Advanced feature / SKU.
- Location-Based Temporary Groups ○ No impact on the PTT+ management portal (ECM).

Group Command Software Sku's

No additional discounts apply.

SKU Name	SKU Description	Term	Cost
PTT+ Group Command for Dispatch	PTT+ Group Command for Dispatch includes PTT+ for Dispatch functionality and support for PTT+ Group Command features (large group and urgent calling).	Monthly (658952)	$100.00

PTT+ Group Command for Dispatch-LMR	PTT+ Group Command for Dispatch-LMR includes support for PTT+ Group Command features (large group and urgent calling), LMR Interoperability, and PTT+ for Dispatch features.	Monthly (658953)	$106.00
PTT+ Group Command for Cross-Carrier	PTT+ Group Command for Cross Carrier-LMR supports the PTT+ Group Command functionality (large group and urgent calling), LMR interoperability including base PTT+ functionality. This works on a variety of Android and iOS phones. Supports PTT+ functionality on AT&T, Sprint and T-Mobile devices.	Monthly (658954)	$11.25
PTT+ Group Command for Cross CarrierLMR	PTT+ Group Command for Cross Carrier-LMR supports the PTT+ Group Command functionality (large group and urgent calling), LMR interoperability including base PTT+ functionality. This works on a variety of Android and iOS phones. Supports PTT+ functionality on AT&T, Sprint and T-Mobile devices.	Monthly (658955)	$15.75
PTT+ Group Command for Tablet	PTT+ Group Command for Tablet supports the PTT+ Group Command functionality (large group and urgent calling) including base PTT+ functionality. Works on a variety of 4G LTE and WiFi Android and iOS tablets.	Monthly (658956)	$11.25
PTT+ Group Command for Tablet-LMR	PTT+ Group Command for Tablet-LMR supports the PTT+ Group Command functionality (large group and urgent calling), LMR interoperability, and includes base PTT+ functionality. Works on a variety of 4G LTE and WiFi Android and iOS tablets.	Monthly (658957)	$15.75
Group Advanced Software Sku's No additional discounts apply.			
PTT+ Group Advanced for Dispatch	PTT+ Group Advanced for Dispatch includes PTT+ for Dispatch functionality and support for PTT+ Group Advanced features (large group and urgent calling).	Monthly (657452)	$75.00
PTT+ Group Advanced for Dispatch LMR includes PTT+ for	PTT+ Group Advanced for Dispatch-LMR includes support for PTT+ Group Advanced features (large group and urgent calling), LMR Interoperability, and PTT+ for Dispatch features.	Monthly (657453)	$81.00
Dispatch functionality and support for PTT+ Group Advanced features (large group and urgent calling).			

PTT+ Group Advanced for Cross-Carrier	PTT+ Group Advanced for Cross Carrier supports the PTT+ Group Advanced functionality (large group and urgent calling) including base PTT+ functionality. This works on a variety of Android and iOS phones. SupportsPTT+ functionality on AT&T, Sprint and T-Mobile devices.	Monthly (657454)	$6.75
PTT+ Group Advanced for Cross CarrierLMR	PTT+ Group Advanced for Cross Carrier-LMR supports the PTT+ Group Advanced functionality (large group and urgent calling), LMR interoperability including base PTT+ functionality. This works on a variety of Android and iOS phones. Supports PTT+ functionality on AT&T, Sprint and T-Mobile devices.	Monthly (657455)	$11.25
PTT+ Group Advanced for Tablet	PTT+ Group Advanced for Tablet supports the PTT+ Group Advanced functionality (large group and urgent calling) including base PTT+ functionality. Works on a variety of 4G LTE and WiFi Android and iOS tablets.	Monthly (657456)	$6.75
PTT+ Group Advanced for Tablet-LMR	PTT+ Group Advanced for Tablet-LMR supports the PTT+ Group Advanced functionality (large group and urgent calling), LMR interoperability, and includes base PTT+ functionality. Works on a variety of 4G LTE and WiFi Android and iOS tablets.	Monthly (657457)	$11.25
Note: Sku's are not interchangeable. Group advance Sku's must be used with the group advanced feature code and Group command Sku's must be used with the group command feature code.			

Push to Talk Plus License (PTT+): Government Subscribers Only

Push to Talk License licenses are not eligible for any further discounts.

Product	Monthly Access
Tablet	$3.75
Inter-carrier (only any device)	$3.75
Dispatch (License) Windows PC with PTT and mapping	$22.50

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Push to Talk license only. Push to Talk Plus requires PTT+ capable device.

Land Mobile Radio (LMR) for PTT+ : Government Subscribers Only

Push to Talk Plus service is required.

LMR licenses are not eligible for any further discounts.

Product	Monthly Access
LMR Channel per account	$0.00
Notes: Customer may have multiple channels.	
LMR FEATURE Only (When added to a Basic/Smartphone Device with PTT+)	
Basic/Smartphone Devices (FEATURE)	$4.50 (85280)
Notes: LMR cannot be added to any device without Domestic Push to Talk Plus. Push to Talk Plus requires PTT+ capable device.	
LMR License bundled with PTT+ License	
To Tablet	$8.25
Inter-carrier (any device)	$8.25
LMR with Dispatch (for Windows PC with PTT+ and mapping)	$27.00

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Land Mobile Radio (LMR) Interoperability works with all PTT+ capable devices. To use PTT+, Customer needs a PTT+ feature (or a software license for tablets and dispatch) and a PTT+ compatible device. An Internet Protocol (IP) link is required to connect Verizon's PTT+ service with the customer's LMR network through the "IP Gateway". By purchasing the Land Mobile Radio for PTT+ Customer consents to the tracking of Land Mobile Radio for PTT+ equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data.

Radio Over Internet Protocol (ROIP) and Inter Sub-System Interface (ISSI) Virtual Deployment

Additional Discounts Not to Apply for Virtual Deployments.

*Virtual Deployment type	Price	Provided Via Email	Provided Via Phone	Project Management	Configuration of Equipment	Testing of Equipment	Up to 4 Talk Groups
	Software Plan Id and Description						
Onetime Fee							

ROIP Assisted Virtual Deployment	$2,500 623458: PTT+/LMR Assisted Install: ONE TIME	Included	Not Included	Not Included	Not Included	Not Included	Not Included
Onetime Fee							
ROIP Managed Virtual Deployment	$8,000 623459: PTT+/LMR Managed Remote: ONE TIME	Included	Included	Included	Included	Included	Included
Onetime Fee							
ISSI Managed Virtual Deployment	$25,000 623461: PTT+/LMR Managed Plus P25: ONE TIME	Included	Included	Included	Included	Included	Included

Note: *Customer must select a type of Virtual Deployment; selection cannot be mixed and/or matched**.** Customer must also purchase separately a ROIP gateway and cables. Customer must physically install the gateway and provide Virtual Private Network ("VPN") connectivity to the gateway. In addition, Customer must purchase an associated Land Mobile Radio ("LMR") feature and associated authorizations.

Virtual Deployments include on-boarding one single facility, accessible by Customer site to site VPN (Verizon Wireless will not go on-site for any Virtual Deployment).Warranty: Verizon Wireless makes no warranties, express or implied, with respect to ROIP or ISSI Virtual Deployment which it provides to Customer on an "AS IS" basis "WITH ALL FAULTS" and "AS AVAILABLE." The accuracy, timeliness, completeness, suitability, or availability of any aspect of ROIP or ISSI Virtual Deployment cannot be guaranteed. THE IMPLIED WARRANTIES OF MERCHANTABILTY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED IN THEIR ENTIRETY. **ROIP Assisted Virtual Deployment** *Customer Requirements:*

Physical Installation and configuration.	Access to add network elements to Customer's network (IT administration).
VPN turn up capability (IP Network expertise).	Purchase and configure ROIP Gateway(s) and cables for connected LMR.
Assign a single point of contact.	Provide mobile radio for connectivity to each channel connected to ROIP Gateway(s).
Assign individual to receive and program ROIP Gateway(s) (The customer must have an acute	Provide VPN peer details.

knowledge on how to program land mobile radio equipment).

Virtual Deployment provided: ROIP Assisted Virtual Deployment is only provided via email. Requests for deployment assistance can be reached at KODVZLMRSupport@motorolasolutions.com.
ROIP Assisted Virtual Deployment ends once a successful configuration and functional test occur:
A successful configuration for ROIP and ISSI occurs when:

- Backhaul connectivity successfully verified with IP gateway VPN
- Two-way traffic observed inside backhaul interface
- LMR Group Mobile Directory Number's (MDN) ordered and recorded A successful functional test occurs when based on the following criteria:

RoIP Virtual Deployment:

- Verizon Push to Talk (PTT) Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to RoIP Gateway successful
- RoIP Gateway originated group calls to Verizon PTT Plus Service successful *ISSI Virtual Deployment:*
- Verizon PTT Plus Service has LMR linked group published over the air to handsets
- Verizon PTT Plus Service originated group calls to ISSI Interconnect successful
- Talker ID Alias of LMR Group MDN observed on Verizon Push to Talk Plus Service handsets when LMR User is speaking

ROIP Managed Virtual Deployment and ISSI Managed Virtual Deployment *Virtual Deployment Includes:*

Working with Customer to engineer network segments for ROIP	Engage with Customer on VPN solution completion
Develop milestones	Verify Customer is configured in PTT Plus Service
Project manage critical milestones	Finalize ROIP Gateway tuning settings including latency and call setup timers based on Customer's network.
Present final design	Validate all configuration steps of the IP Gateway
Define technical parameters for VPN	Configure ROIP Gateway(s)

Requests for managed deployment assistance can be reached at:
Phone Requests: (469) 476-0820
Email Requests: KODVZLMRSupport@motorolasolutions.com.
Customer Requirements: Customer shall be required to do the following:

Provide mobile / portable radio for connectivity to
Assign a project Single Point of Contact. each channel connected to ROIP Gateway(s).

Backhaul Technology Selection.	Manage schedule and report availability for turn up.
Provide VPN Peer Details.	Approve necessary authorizations to be billed to the account.
Order IP Gateway.	Review designs.
Complete Site Survey Web Form.	Provide resulting LMR Group MDN authorization numbers assigned in Enterprise Contact Management (ECM) Tool to Verizon.
Physical Installation.	Approve the one-time Virtual Deployment charges for managed install.
Build Talk Groups in PTT+ online portal Enterprise Contact Management (ECM), including ROIP Gateway authorization.	Configure VPN on local network to data center.

Assign single point of contact for VPN configuration.	Customer to confirm the required networking elements completed.
Assign individual to receive ROIP Gateway(s).	Configure network elements as needed (if sourced as a part of project).
Access to add network elements to Customer's network.	Test and successfully complete calls between Push to Talk Plus Service and the LMR network.

Purchase separately ROIP Gateway(s) and cables for connected LMR.

Managed Virtual Deployment and ISSI Managed Virtual Deployment end once a successful configuration and functional
ccur:
cessful configuration for ROIP or ISSI occurs when:

- Backhaul connectivity successfully verified with IP gateway VPN
- Two-way traffic observed inside backhaul interface
- LMR Group MDN(s) ordered and recorded

cessful functional test occurs when based on the following criteria:

- *Virtual Deployment:*
  - Verizon PTT Plus Service has LMR linked group published over the air to handsets
  - Verizon PTT Plus Service originated group calls to RoIP Gateway successful
  - RoIP Gateway originated group calls to Verizon PTT Plus Service successful
- *Virtual Deployment:*
  - Verizon PTT Plus Service has LMR linked group published over the air to handsets
  - Verizon PTT Plus Service originated group calls to ISSI Interconnect successful
  - Talker ID Alias of LMR Group MDN observed on Verizon PTT Plus Service handsets when LMR User is speakin

Verizon Wireless Private Network Service
Implementation Fees

Network Service	One-Time Implementation fees

Verizon Private Network	$375.00
Dynamic Mobile Network Routing Implementation	$187.50
Service Based Access Implementation	$187.50

1. **Verizon Wireless Private Network Service ("Private Network"):** Private Network extends Customer's IP network to its wireless equipment by segregating the data between such devices and Customer's servers from the public Internet (the "Internet"). Customer's use of Private Network is subject to the Private Network Roles and Responsibilities Customer Guidelines, which are available from Customer's sales representative.
2. **Customer Minimum Line Requirement:** Customer must maintain a minimum of 100 Machine-to-Machine lines at all times during the term of its Agreement in order to remain eligible for Private Network. If Customer falls below the 100-line minimum, Verizon Wireless reserves the right to discontinue Private Network for non-use.
3. **Connection to Verizon Wireless Facility:** Customer must establish a direct-connect circuit from its facilities to Verizon Wireless's facilities by the use of Virtual Private Network, Verizon Private IP, or Fixed End System connections. Customer is solely responsible for making arrangements with a local access provider for installation and ongoing maintenance of such a connection, with sufficient data throughput to meet Customer's anticipated data needs. Customer is also responsible for all charges incurred directly or through a third party associated with establishing the connection, as well as for accessing Private Network, including Internet access fees, hardware, software, license fees, and telecommunications charges**.**
4. **Private Network Traffic Management (PNTM):** PNTM is an optional configuration of Private Network which permits Customer to allow differentiated Quality of Service (QoS) by application over Verizon Wireless's LTE network using standards-based IP packet marking. Customer can identify applications on its 4G LTE devices to get priority QoS over its Private Network. Verizon Wireless makes no guarantee of PNTM bandwidth allocations, which are subject to the limitations of wireless service availability as detailed in the Agreement. Customer is responsible for any charges associated with the customization of its CPE to support PNTM.

Private Network Traffic Management Pricing		
Quality of Service	**Bandwidth Allocation**	**Monthly Fee Per Line**
Enhanced (87513)	Up to 2.0 Mbps	$10.00
Premium (87514)	Up to 12.0 Mbps	$15.00

PNTM for Public Safety: Eligible public safety accounts can take advantage of priority access to a data channel over the Wireless Service for its data traffic during times of heavy network demand. While PNTM for Public Safety enables a dedicated data channel, Verizon Wireless makes no guarantee of Wireless Service availability, which is subject to the limitations of wireless service availability as detailed in the Agreement. PNTM for Public Safety is only available to select NAICS (formerly SIC) Codes in the following Industries at the discretion of Verizon Wireless.

Industries	
First Responder	Public Safety
National Security	Transportation
Healthcare	Utilities
Government	Education

5. **Direct Internet Access 2.0 (DIA2.0) and IP-Filtering:** DIA 2.0 and IP-Filtering are two optional features available with Private Network which enable Customer to route traffic to the Internet and to their data center according to predefined IP address designations.

a. With DIA2.0, public IP addresses are routed to the Internet while private IP addresses remain secure within the Private Network, according to the RFC-1918 specification. Only mobile originated data traffic is supported. DIA2.0 can be implemented on its own or in combination with an IP-Filtering feature. With DIA 2.0, Customer's device data traffic will be routed to the Verizon Private Network gateway, and a destination IP look up will be made to determine if the destination IP address conforms to the RFC-1918 specification, which indicates a private IP address which is globally non-routable. If the destination IP address does not comply with RFC-1918 specification, Customer's device data traffic will be routed directly to the Internet.

b. With IP-Filtering, Customer can specify public IP addresses for customized Internet data traffic flows. Customer must order and maintain DIA2.0 in order to receive IP-Filtering. Customer may choose from three configurations as follows: (1) Public over Private Network where (1.1) all non-RFC-1918 compliant IP addresses are sent to the Internet, except as otherwise noted in (1.2); and (1.2) all RFC-1918 compliant IP addresses plus Customer specified Public IP subnets (a maximum of 14) will remain within the Private Network; (2) Limited Internet where only

(2.1) Customer specified Public IP subnets (a maximum of 20) will be sent to the Internet; (2.2) all RFC-1918 compliant IP addresses and the remaining Public IP addresses not included in "(2.1)" above will remain within the Private Network; and (3) Filtered DIA2.0 where only Customer specified Public IP subnets (no limit) will be sent to the Internet and all RFC-1918 compliant IP addresses plus Customer specified Public IP subnets (a maximum of 14) will remain within Customer's network. With Filtered DIA, if an IP address does not comply with the configurations requirements specified in the foregoing, the IP address will be dropped.

c. Customer is responsible for setting up the destination IP addresses and Verizon Wireless accepts no responsibility for Customer's device data traffic incorrectly being sent to the Internet due to an incorrect destination IP address used by Customer. Only mobile originated data traffic will be routed to the Internet.

DIA2.0 and IP-Filtering are enabled at the account level. The pre-defined routing designations impact each line in the account. Pricing is based on a monthly subscription rate at the line level, with all lines in an account being charged.

Mobile Private Network for DIA 2.0 and IP-Filtering

Government Subscribers Only

The features are not eligible for any discounts

Feature Name	Monthly Fee	SFO ID
DIA 2.0	$0.25 per line	89550
IP Filtering	$0.10 per line	89563

NOTE: 5G devices operating on 4G/LTE networks are limited to the performance levels of these networks.

Direct Internet Access (DIA) 2.0

Direct Internet Access (DIA) 2.0 follows the data routing rules of RFC-1918, with mobile-originated traffic only:

- Non-RFC-1918 Addresses (Public IP): ○ Public-bound traffic is directed to the Internet

- RFC-1918 Addresses (Private IP): ○ Data routes to customer's Mobile Private Network (MPN) connection to their network ○ MPN (Mobile Private Network) SFO must be present on line as a dependency

IP - Filtering

- IP-Filtering (with DIA enabled) is available in 3 options, with only 1 selected during set up.
- Each requires subnet entries in VHAP.

  - ○ Public over Private ○ Limited Internet
  - ○ Filtered DIA (Hybrid of Public over Private and Limited)

  - ○ DIA 2.0 SFO must be present on the line as a dependency. ○ DIA2.0 and IP-Filtering can be added together to an existing MPN.
  - ○ A new MPN can be built with these features added in M2M OC (i.e., DIA 2.0 by itself or with DIA2.0 and IP-Filtering together)

6. **Wireless Devices/Network Access:** Customer can only use Private Network-compatible end-user Equipment. At Customer's expense, Customer may submit to Verizon Wireless any devices that have not been identified as Private Network compatible so that Verizon can determine whether these devices can be used on the Private Network. Private Network functionality is available on the Verizon Wireless 4G data network, subject to the limitations defined in this Addendum. 5G devices operating on 4G/LTE networks are limited to the performance levels of these networks. While Private Network functionality may also be available on the networks of Verizon Wireless's domestic and international roaming partners, Verizon Wireless makes no representation of Private Network availability or reliability on such networks.
7. **Permitted Use/Fraud:** Customer shall use Private Network only for lawful purposes and shall not send or enable via the Private Network connection, by way of example, any SPAM, viruses, worms, trap doors, back doors or timers, nor shall Customer engage in any mail-bombing or spoofing via Private Network. Customer is responsible for the security of its network and end-user devices and is responsible for any unauthorized access to the Private Network. Verizon Wireless will treat any traffic over the Private Network as authorized by Customer. Verizon Wireless reserves the right but is not obligated to filter fraudulent usage.
8. **Maintenance/Service Changes/Termination of Private Network Service:** Verizon Wireless may limit access to Private Network in order to perform maintenance to the service and will use reasonable efforts to provide Customer with prior notice of such maintenance. With reasonable advance notice, Verizon Wireless has the right to modify and reconfigure Private Network as it deems necessary to enhance Customer's experience or to safeguard the Verizon Wireless network. In addition, VERIZON WIRELESS CAN WITHOUT NOTICE LIMIT, SUSPEND OR CANCEL CUSTOMER'S ACCESS TO OR USE OF PRIVATE NETWORK IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS ADDENDUM OR FOR GOOD CAUSE. Good cause includes (a) breach of the terms of this Addendum or the Agreement; (b) unlawful use of Private Network; (c) using Private Network in a way that adversely affects the Verizon Wireless network or Verizon Wireless's customers; (d) breach of an obligation of Customer to comply with any applicable federal, state and local government laws, rules and regulations, industry practices, third-party guidelines, or other applicable policies and requirements; (e) the act by any governmental body of competent jurisdiction that interferes with the provision of Private Network.
9. **Subject to the Agreement:** The terms of this Addendum supplement the Agreement. The terms of the Agreement are applicable to Customer's use of Private Network. If there are any inconsistencies between the terms of this Addendum and the Agreement, the terms of this Addendum shall control with respect to Private Network.

Additional Product Information (Terms & Conditions)

Call Filter Service Attachment

This Call Filter Service Attachment ("Call Filter Attachment") to the Agreement between Customer and Verizon Wireless sets forth the terms and conditions specific to the Call Filter Service (described below) to be provided by Verizon Wireless to Customer hereunder. If there are any inconsistencies between this Call Filter Attachment and the Agreement, this Call Filter Attachment shall control with respect to the Call Filter Service functionality or operation. Any capitalized but undefined terms used in this Call Filter Attachment shall have the meanings given such terms in the Agreement.

1. **Call Filter Service Overview.** Verizon Wireless's Call Filter Service allows Customer to take manage its calls (the "Service").

2. **Call Filter and Call Filter Plus Service Description**. Call Filter is available to Customer for no additional monthly charges, and provides spam protection (spam alerts, blocking and reporting). Call Filter Plus provides added protection with caller ID and other premium features for a monthly charge, which are set forth in Exhibit A attached hereto. Call Filter utilizes network-based functionality to provide spam alerts and caller ID information on Customer's devices, and will not require the Call Filter application for these features. Spam blocking and other enhanced spam protection tools require the Call Filter application and a compatible device. Availability of certain features will vary depending on the device. For a full list of compatible devices and available features by device, click on Supported Devices at https://www.verizonwireless.com/solutions-and-services/call-filter/. Basic phones will receive network-based spam protection. Call Filter requires Verizon Wireless's 4G LTE network; limited features of the Service may be available if Customer is roaming on a VoLTE network outside of Verizon Wireless's 4G coverage area.

3. **Call Filter Limitations.** Call Filter is not available for incoming calls from restricted or unlisted numbers. Call Filter does not detect spam calls from international numbers, but Customer may choose to block calls from international numbers. Call Filter utilizes analytics and databases that are continually evolving, including spam reporting by customers. Call Filter may not work with some of our other services like NumberShare or eSIM lines.

4. **Spam Protection and the Call Filter Application**. Call Filter will alert Customer when Customer receives potential spam calls and allows Customer to turn on the spam filter to automatically block (send directly to voicemail) spam calls based on Customer's preferred risk level (as determined by Customer in the Call Filter application). If Customer enrolls in Call Filter through the Call Filter application, Verizon will automatically turn on Customer's spam filter to block all high-risk spam calls, but Customer can always turn off or adjust the blocking within the Call Filter application. Call Filter Plus, provides additional protection with caller ID for unknown numbers, access to a risk assessment meter for each spam call, reverse spam number lookup, and additional categories of spam alerts including "Robo Caller" or "Potential Fraud." With Call Filter Plus, depending upon Customer's device,
Customer may also be able to view a list of callers that have been identified as spam or blocked, and block and un-block specific numbers. Call Filter's spam detection and block management may inadvertently mislabel or block legitimate callers including those to whom Customer may have given consent to communicate with via Customer mobile number. Customer should check Customer voicemail to determine if the caller is legitimate (if they left a voice

message and if Customer have voicemail enabled). Verizon Wireless does not guarantee that all calls that are spam will be detected. Customer's spam settings such as spam filters and personal block and spam lists will be permanently deleted once Customer changes devices, uninstalls the Call Filter application, unsubscribes or downgrades the Service, or in the case of Android users, disables the Call Filter application or clear application cache or data.

5. **Caller ID**. Caller ID, available with Call Filter Plus, displays the name, phone number, city and state of a caller's phone number, if these details are available and supported by Customer's device (when available). Some devices may only display the caller's name as the Call Filter may not be available on all devices. Some devices also allow identification of text messages when using an eligible messaging application. Android users may also see the caller's uploaded photo if available.

6. The caller's identity may not show if they are labelled as Robo Caller, Potential Spam or Potential Fraud on certain operating systems. Customer's saved contact names will show instead of the caller identification (so if a call would normally show as a Robo Caller with the Service, but is in Customer's list of contacts, that contact name will show instead). If Customer uploads a photo, Customer's photo will be seen by other Verizon Wireless customers that use the Service but will not override a Customer's contact photo (uploading is not available for all devices).

7. **Data Charges**. Subject to the Agreement, data charges may apply for download of the application and use of the Service. Call Filter does not operate on Wi-Fi, so data charges may apply when using the Service even if Customer device is also connected to Wi-Fi. If Customer's device is eligible for the uploading or receiving of a picture, data charges apply to such uploading and also for receiving pictures. Such data charges will be billed to Customer's Verizon Wireless account according to Customer's data plan. The Service will automatically renew every month unless canceled. For Call Filter Plus, Customer will be billed a Monthly Access Fee as specified in Exhibit A.

8. **Privacy**. Verizon Wireless may use information about Customer's activity in the Service, subject to our Privacy Policy, which can be found at http://www.verizon.com/about/privacy/. In order to provide the Service to Customer, Verizon Wireless will access the following information: MTN, contacts, call log, and messages (Android devices only). Verizon Wireless does not share information for any other purposes other than to render the Service. While a Customer end user can review or turn off these permissions at any time in the device settings, without access to that information, the Service will not be provided to that device.

9. **Licenses and Restrictions**. Call Filter is the property of Verizon Wireless or its licensors. Call Filter software and any application installed on Customer devices are licensed and not sold to Customer. Verizon Wireless and its licensors grants to Customer a limited, nonexclusive, revocable, non-transferable, personal, non-commercial license to use the Service for its intended use, in the United States.

10. **Restrictions on Use**. Customer will not, or permit anyone else to, sell, resell, distribute, sublicense, loan, lease, otherwise transfer, alter, modify, merge, adapt, copy, delete, record, translate, publish, upload, transmit, export, create derivative works of, make any commercial use of, reverse engineer, decompile, attempt to derive the source code, or disassemble the Service of any software that forms part of the Service. Customer may not use the Service or any part of it for any improper use (including infringement of copyright or other intellectual property rights) and

must follow all laws. Customer will not alter, disable, or circumvent any features embedded in the software. All rights not expressly granted to Customer herein are reserved. Verizon Wireless may revoke this license at any time without notice.

11. **Branding**. All trademarks, service marks, trade names, logos, domain names, and any other features of Verizon Wireless's brand are the sole property of Verizon Wireless and Verizon Wireless does not grant any rights to such branding to Customer for any use at all. Customer may not remove or alter any copyright, trademark, or other intellectual property notices of the Service.

12. **User Content**. For certain eligible devices, the Service allows Customer to upload a photo to display. Customer may choose to attach a photo from Customer own photo gallery, a new photo that Customer take, or a photo available for use from an Internet search that Customer conducts. Customer is responsible for any content that Customer uploads to the Service. Verizon Wireless does not monitor or control the content Customer chooses to send via the Service and, Verizon Wireless disclaims all responsibility for such content. Photos that Customer did not take may be subject to copyright protection which limits or prohibits their copying, transmission and/or use. Customer agrees that Customer will not attach copyrighted content in a way that infringes any copyright, and that Customer is wholly responsible for any copyright infringement resulting from Customer's conduct. If Customer is unsure about whether Customer's conduct is lawful, Customer should not attach the content.

13. **Digital Millennium Copyright Act Notice**. If Customer believe that Customer content has been improperly used in the Service in a way that constitutes copyright infringement please contact Verizon at the address below. Pursuant to Title II of the DMCA, all claims alleging copyright infringement for material that is believed to be residing on Verizon's system or network should be promptly sent in the form of written notice to Verizon's Designated Agent. The Designated Agent for DMCA Notice is:

    Verizon Copyright Department
    1320 North Courthouse Road, Floor 9 Arlington,
    Virginia 22201, U.S.A.
    Fax 703.351.3669
    Email DMCA@verizon.com

    NOTE: No other notices or communications should be sent to the Designated Agent, who is appointed solely for the purpose of receiving notices of claims alleging copyright infringement under the DMCA. Specific requirements for proper notification of claimed infringement are set forth in the DMCA (see 17 U.S.C. § 512(c)(3)). Valid notification must be a written communication that includes all of the following elements:

    1. Signature of copyright owner or person authorized to act on behalf of the owner;
    2. Identification of copyrighted work claimed to be infringed;
    3. Identification of the material claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit the service provider to locate the material;
    4. Information reasonably sufficient to permit the service provider to contact the complaining party (address, phone number and, if available, email address);

5. A statement that the complaining party has a good faith belief that use of the material in the manner complained is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right allegedly being infringed.

It is the policy of Verizon that upon receipt of a valid DMCA notice Verizon will remove or disable access to allegedly infringing material. There are substantial penalties for false claims (see 17 U.S.C. § 512(f)).

14. **Open Source and Third Party Licenses**. Customer's use of the Service is subject to open source licenses that form part of the Service. Certain software or technical information is licensed from third parties, and may be covered by one or more U.S. Patents, pending U.S. patent applications, and pending counterpart European and international patents. The open source licenses that form part of the Service are as follows:
    - https://realm.io/legal/developer-license-terms/
    - https://github.com/CocoaLumberjack/CocoaLumberjack/blob/master/LICE NSE
    - https://developer.apple.com/library/archive/samplecode/GenericKeychain/Listings/LICENSE_txt.html#//apple_ref/doc/uid/DTS40007797-LICENSE_txtDontLinkElementID_8
    - https://developer.apple.com/library/archive/samplecode/Reachability/Listings/LICENSE_txt.html#//apple_ref/doc/uid/DTS40007324-LICENSE_txtDontLinkElementID_3
    - https://github.com/rnapier/RNPinnedCertValidator/blob/master/LICENSE
    - https://github.com/scalessec/Toast/blob/master/license
    - http://www.apache.org/licenses/LICENSE-2.0
    - https://Mozilla.org/MPL/2.0/
    - https://github.com/RestComm/jain-sip/blob/master/licenses/NISTCONDITIONS-OF-USE.txt
    - https://github.com/RestComm/Jain-Sip/blob/master/licenses/JSIP%20Spec%20license.pdf
15. **Termination**. Subject to the dispute resolution provision in the Agreement, Verizon may limit, suspend, terminate or discontinue the Service, or certain features or functions of the Service, at any time without notice, including if Customer breaches this Call Filter Attachment. Customer may terminate Customer's use of the Service at any time by unsubscribing to the Service.

16. **DISCLAIMER OF WARRANTIES**. THE SERVICE AND ANY INCLUDED APPLICATION IS PROVIDED BY VERIZON OR ITS LICENSORS 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OR CONDITIONS OF ANY KIND, INCLUDING FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CUSTOMER USES THE SERVICE AT ITS OWN RISK. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE ACCURACY, AVAILABILITY, COMPLETENESS, USEFULLNESS, SECURITY, RELIABILITY, INTEROPERABILITY, OR THAT THE SERVICE WILL BE UNINTERRUPED, VIRUS FREE, OR COMPATIBLE WITH YOUR DEVICE OR THAT THE SERVICE WILL MEET YOUR EXPECTATIONS AT ALL OR AS TO THE IDENTIFICATION, LABELING, SPAM OR BLOCK MANAGEMENT, OR BLOCKING OF CALLS. VERIZON WIRELESS AND ITS LICENSORS, AND VENDORS DO NOT PROVIDE ANY WARRANTY (EXPRESS OR IMPLIED) OR

GUARANTEE THAT ALL SPAM, ROBOCALLER AND FRAUDLENT CALLERS WILL BE IDENTIFIED, LABELED CORRECTLY OR BLOCKED. THE SERVICE COULD CAUSE DAMAGE TO CUSTOMER, ITS DATA, DEVICES, SOFTWARE OR HARDWARE.

17. **LIMITATIONS OF LIABILITY**. TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE LIABILITY OF VERIZON WIRELESS OR ITS LICENSORS, AND VENDORS FOR MONETARY DAMAGES FOR ANY CLAIMS, THAT CUSTOMER MAY HAVE UNDER THESE TERMS ARE LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD, AND THE MAXIMUM IN DAMAGES RECOVERABLE SHALL BE TEN ($10) U.S. DOLLARS. UNDER NO CIRCUMSTANCES ARE VERIZON WIRELESS, ITS LICENSORS, AND VENDORS LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, REPUTATION, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES ON ANY THEORY OF LIABILITY, ARISING OUT OF OR RELATED TO THE SERVICE OR THE INABILITY TO USE THE SERVICE IN ANY WAY WHETHER FORESEEABLE OR NOT OR WHETHER ADVISED OF THE POSSIBLITY OF SUCH DAMAGES. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR PENALTIES (DIRECT OR INDIRECT) AS A RESULT OF MISIDENTIFICATION, MIS-MANAGEMENT OR BLOCKING OF A CALLER OR FAILURE TO PROPERLY IDENTIFY, MANAGE OR BLOCK A CALLER.

18. **[Reserved]**

19. **Export Control**. Use of the Service may be subject to the export and import laws of the Unites States and other countries. Customer agrees to comply with all applicable export and import laws and regulations. By using the Service and/or by downloading the applicable Application, Customer agrees that Customer are not located in, under the control of, or a resident or national of any country, or person, on the United States Treasure Department's list of Specially Designated Nationals or the United States Commerce Department Table of Deny Orders. Customer also agrees that Customer are not located in a country that is subject to the U.S. government embargo, or that is designated by the U.S. as a terrorist supporting country and Customer are not listed on any U.S. government list of prohibited or restricted parties. Customer agrees also not to attempt to export or import any encrypted information, materials, hardware or software.

20. **Safety**. Customer must not endanger either Customer or others by using the Service while driving or engaging in any other activity that requires Customer’s full attention.

Enterprise Messaging Terms of Service (Public Safety)

Verizon Wireless's Enterprise Messaging Access Gateway platform and portal ("**EMAG**") allows public safety customers (**"Customer"**) to send high volumes of text messages. This agreement is between Customer as our subscriber and Verizon Wireless ("**VZW**") and it sets forth the terms and conditions under which Customer agrees to use and VZW agrees to provide access to EMAG. By using EMAG,
Customer accepts these Terms of Service ("**TOS**"), which may be modified by VZW from time to time.

1. **Enterprise Messaging.** VZW provides the EMAG Service through two different EMAG plans. The Enterprise Gateway features allows a Customer to send bulk short message service ("SMS") messages and/or bulk multimedia messaging service ("MMS") messages, as applicable, to VZW subscribers, and send individual-to-individual messages to subscribers of most domestic wireless carriers. The Enhanced Messaging Plans allow Customer to send bulk SMS messages to VZW subscribers and subscribers of eligible North American Numbering Plan ("NAMP") eligible carriers using VZW provided toll-free numbers. The Enhanced Messaging Plans supports the sending and receiving of SMS messages only and not all carriers are supported. Contact your VZW Sales Representative for a complete list of supported destination countries and carriers. Availability, quality of coverage and service is not guaranteed, and supported destination countries may change without notice. Customer acknowledges that intercarrier messaging may be subject to message size, throughput requirements, blocking, throttling and filtering. Delivery of traffic may be affected by another carrier's policies and messaging terms. Customers must have a valid Blanket Purchase Agreement with at least five (5) active Government lines ("**MDNs**") and a physical address within VZW's licensed service area. Public Safety/First Responders shall not be subject to the minimum five (5) Government lines requirement. Customer is solely responsible for monitoring its messaging operations. Customers using the EMAG Portal must provide a user ID and password and must safeguard the Portal credentials and prevent unauthorized use. VZW has the right to alter or not offer the EMAG service in part or at all. For the term of the TOS, Customer will receive for use the following depending on plan/features type: For the Enterprise On-Net Plan – Five (5) private On Network Messaging sending numbers for use on the VZW network only. For the Enhanced Messaging Plans – One (1) Toll Free Enhanced Messaging sending number to use with the Enhanced Plan. VZW reserves the right upon prior notice to reclaim any phone number used for EMAG if Customer does not send sufficient traffic over it and the number may be re-assigned to another customer.

2. **Term and TOS Termination.** The term of this TOS shall be one year from the date the Customer signs the TOS (**"Effective Date"**). The TOS shall automatically renew for additional terms of one (1) year each, unless either Party shall give notice of cancellation at least thirty (30) days prior to the expiration of the original term or any renewal term or the TOS or service is otherwise terminated as per the terms of this TOS. Either party may terminate this TOS upon thirty (30) day's written notice to the other party for any reason. Fees are payable on a monthly basis and subject to increase upon thirty (30) days' notice to the Customer. Upon termination by the Customer, fees are due and payable up to the end of the month of termination.

3. **Intellectual Property.** VZW owns all rights, including intellectual property rights, in EMAG and its components, software, tools, portal, documentation, and other materials relating thereto, including modifications, updates, revisions or enhancements. All rights not explicitly given are reserved by VZW.

4. **License Rights and Restrictions.** Subject to the TOS and all documentation provided by VZW, VZW grants to Customer a personal, revocable, limited, nonexclusive, non-transferable, nonsublicensable license during the Term to access and use EMAG solely to send text and picture messages for internal business use. Customer will not, and will not allow any Third Party to, (a)

modify, copy, or otherwise reproduce EMAG in whole or in part; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of any of the elements used in EMAG; (c) provide, lease or lend EMAG in whole or in part to any Third Party; (d) remove any proprietary notices or labels displayed on EMAG; (e) modify or create a derivative work of any part of EMAG; (f) use EMAG for any unlawful purpose; (g) use EMAG for any high risk or illegal activity; (h) use EMAG in contravention of any of VZW's policies, procedures, rules or guidelines provided or made available by VZW or use EMAG in such a way that it interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of VZW; (i) export or re-export EMAG without the appropriate U.S. or foreign government licenses; (j) incorporate or combine EMAG in whole or in part with any open source software in such a way that would cause EMAG, or any portion thereof, to be subject to all or part of the license terms of such open source software; or (k) provide access to or use of EMAG to any Third Party or sublicense any rights in EMAG to any Third Party. Customer is not entitled to resell the EMAG services without the express written approval of VZW.

5. **Content.** Customer is solely responsible for its content it transmits through EMAG (or use by any person or entity Customer permits to access EMAG). Provision of intercarrier messaging is provided through a third-party vendor. Customer agrees that its messaging will comply with applicable industry guidelines (e.g. Mobile Marketing Associate's best practices for messaging, and CTIA's Messaging Principles and Best Practices)), third-party vendor guidelines and content standards, and VZW content standards (attached hereto as Exhibit "A"), which may updated from time to time ("Messaging Guidelines"). Customer will not send any unsolicited bulk commercial messages (*i.e.*, spam), "phishing" messages intended to access private or confidential information through deception, other forms of abusive, harmful, or malicious, unlawful, or otherwise inappropriate messages, messages which required an opt-in that was not obtained, messages containing executable files or links to other content or premium or similar messages that require a subscription or surcharge, and as otherwise set forth in the Messaging Guidelines or as determined by VZW, in its sole discretion. Customer will not transmit any messages that would violate any federal, state or local law, court order, regulation or the Messaging Guidelines.

Customer will cooperate with VZW and/or any governmental authority in investigating any violation or prohibited use of EMAG.

6. **Consent Requirements**. Customer agrees that it will send messages only to subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber's consent to receive Customer's messages, informs subscribers of the nature and scope of Customer's messaging campaigns and any financial obligations associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a recipient's opt-in consent; and c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with the Messaging Guidelines. Customer will send messages that require opt-in consent only to those recipients that have affirmatively opted in to receive such messages. Although VZW may provide in the Portal a way to manage lists of opt-out records, it is up to the Customer to obtain the consents and maintain proper records and VZW accepts no responsibility for consents and retention of such records.

7. **HIPAA.** EMAG is not designed for secure transmission or storage of personal healthcare information. Customer will not use EMAG to store or transmit Protected Health Information (**"PHI"**) as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and accompanying regulations (collectively, "**HIPAA**"). If Customer is a Covered Entity or a Business Associate as defined by HIPAA, Customer will

not use EMAG to store or transmit PHI. To learn more about HIPAA, go to: http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html.

8. **Fees.** Customer will pay monthly to VZW the amount in the below chart for each SMS and/or MMS sent through EMAG. The billing and payment terms set forth in Customer's Government agreement with VZW will apply to the EMAG charges set forth on your VZW bill. VZW reserves the right to increase pricing upon thirty (30) days' notice.

9. **Public Safety/First Responders:** Additionally, for eligible NAICS Customers, Customer acknowledges and agrees that the SMS only $0.00 Enterprise Messaging Monthly Access Plan is being provided free of charge for the purpose of public safety only and hereby agrees that it will use this plan in good faith for purposes associated with public safety activities and no other activities.

10. **Pilot Mobile Phone.** VZW shall provide Customer with one pilot mobile phone at no charge to manage password setup and resets. Customer should safeguard the pilot mobile phone in case password resets are needed as VZW must rely on regular mail delivery of password resets if the phone is not available (password resets cannot be given over the phone or sent via email). This pilot mobile phone will not be capable of making any voice calls. Customer shall promptly notify VZW if the phone is lost, damaged or stolen and VZW reserves the right to charge Customer for replacement phones.

11. **Security and Unauthorized Code.** Customer will comply with VZW's information security requirements available at http://www.verizon.com/suppliers (or successor website) as updated from time to time. Customer will implement and maintain effective administrative, physical and technical security controls to protect VZW's assets, network and other facilities, information and EMAG that Customer accesses or uses. Customer will design, develop, build, operate and maintain your access to EMAG to sufficiently prevent the transmission of Unauthorized Code and mitigate security threats, including, but not limited to, unauthorized access, use or fraud. Customer will not send or introduce any Unauthorized Code to EMAG, VZW's network or any other VZW system or facility. Customer will not use EMAG, or permit any Third Party to use EMAG, to engage in any fraudulent, illegal, or unauthorized use. Customer will continually monitor for the presence of any Unauthorized Code. In the event you detect the presence of any Unauthorized Code, Customer will: (a) notify VZW in writing the same day the Unauthorized Code is detected; (b) promptly remove the Unauthorized Code; and (c) promptly remedy any condition caused by the Unauthorized Code. VZW may audit your use of EMAG. Should such audit request be denied, or should the audit reveal a violation of applicable laws, regulations, policies or procedures, or this TOS, VZW may immediately terminate this TOS and your use of EMAG. "**Unauthorized Code**" means any virus, Trojan horse, worm, rootkit, back door, trap door, time bomb, drop-dead device, timer, clock, counter or other limiting routine, as well as any other instructions, designs, software routines, or hardware components designed to: (a) disable, erase, or otherwise harm software, hardware, data, text or any other information stored in electronic form; (b) cause any of the foregoing with the passage of time; or (c) place a program or hardware under the positive control of a Third Party other than an owner or licensee of the program or hardware.

12. **Certification Tests.** VZW may conduct certification tests in its sole discretion. Customer will pass such certification tests furnished by VZW prior to using EMAG. If Customer fails any such certification tests, then VZW may, in its sole discretion, refrain from providing Customer with access to EMAG.

13. **Data Retention and Access**. VZW provides access to the metadata relating to the messages (time/date/sent/received) for up to one year. For messages sent or received over the EMAG APIs, VZW provides Customer access to messaging content for up to fourteen (14) days, after which time it is deleted. For messages sent or received over the Portal, VZW retains Customer message content for sixty (60) days, after which time it is deleted.

14. **Customer Contact.** Customer will provide to VZW contact information including a phone number and email address of an EMAG contact(s), who shall be available during business hours and during such time as Customer utilizes EMAG to assist with the resolving of service matters and trouble shooting. Customer must provide written notice of changes to contact information fourteen (14) days prior.

15. **Termination of Service.** VZW CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR CANCEL CUSTOMER'S ACCESS TO OR USE OF EMAG IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS TOS OR FOR GOOD CAUSE, which shall include, but is not limited to: (a) breaching this TOS or Customer's Government agreement with VZW; (b) spamming or other abusive messaging; (c) using EMAG in a way that adversely affects our network, our customers, or other customers; (d) allowing anyone to tamper with messaging applications in a manner contrary to this TOS; (e) any governmental body of competent jurisdiction suspends or terminates Customer's service or institutes a requirement, ruling or regulation that conflicts with this TOS; or (f) operational or other governmental reasons.

16. **Service Limitations.** VZW may establish limits on the use of EMAG, including, but not limited to, the number of messages sent over a limited time period (i.e., per minute, hourly and daily), the number of active connections, and recommended connections per group, as set out in our User's Guide (available on the EMAG Portal) which may be updated form time to time. VZW provides no service level commitments or quality of service standards for EMAG. VZW will provide to Customer maintenance, technical and support services for EMAG, as determined by VZW in its sole discretion. VZW may extend, enhance, or otherwise modify EMAG at any time and for any reason without notice. There are limitations to wireless messaging which by their nature do not permit or may delay the delivery of text messages. These limitations include, but are not limited to, network limitations, when a wireless phone is not in range of one of our transmission sites or those of another company that carries our customer calls, insufficient network capacity, interference due to subscriber's equipment, terrain, proximity to buildings, foliage, and weather. Further, VZW does not own or control all of the various facilities and communications lines between a Customer's site and VZW's EMAG access point. Experience by carrier and region may cause the experience to vary. Due to these limitations and the limitation in the number of messages that can be sent, EMAG SHOULD NOT BE USED AS THE SOLE MEANS TO SEND MESSAGES THAT CONTAIN INFORMATION THAT IS ESSENTIAL TO THE PROTECTION OF LIFE OR PROPERTY, OR IS MISSION ESSENTIAL OR CRITICAL IN OTHER WAYS. VZW reserves the right to block any messaging traffic that violates this TOS or harms or may harm VZW, EMAG or our assets, network or facilities.

17. **Disclaimer and Limitation of Liability.** EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF EMAG IS ITS SOLE RESPONSIBILITY. VZW (AND ITS OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES AND AFFILIATES), ITS THIRD PARTY LICENSORS, PROVIDERS VENDORS AND SUPPLIERS, DISCLAIM ANY AND ALL WARRANTIES FOR EMAG OR TEXT MESSAGE DELIVERY, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT

LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, NONINTERFERENCE, AND THOSE ARISING FROM COURSE OF DEALING, COURSE OF TRADE, OR ARISING UNDER STATUTE. VZW DOES NOT WARRANT THAT EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VZW SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE EMAG, FOR ANY CONTENT, AND MAKES NO GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED. NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, AGENTS OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. IN THE EVENT OF ANY BREACH BY VZW OF THIS TOS, VZW'S LIABILITY TO CUSTOMER SHALL NOT EXCEED THE AMOUNT PAID TO VZW BY CUSTOMER UNDER THIS TOS DURING THE PREVIOUS THREE MONTHS.

18. Indemnification. Customer shall defend, indemnify, and save harmless VZW and its successors, assigns, employees, and agents, and their heirs, legal representatives and assigns from any and all claims or demands, including claims for bodily injury or death, or damage to property, arising from Customer's use of EMAG, including reasonable counsel fees and costs.

19. Miscellaneous. Customer will not resell or aggregate EMAG or allow Third Parties to use or access EMAG without prior written permission from VZW. This TOS supplements Customer's Government agreement with VZW as it relates to EMAG. If there are any inconsistencies between this TOS and Customer's Government agreement with VZW, then this TOS shall control with respect to EMAG. Customer agrees that its use of EMAG will comply with any applicable local, state, national and international laws and regulations. This TOS may not be assigned in whole or in part by the Customer with prior written consent of VZW. Any failure of VZW to perform hereunder shall be excused if caused by failure of a third party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, acts of God, strikes, other labor disturbance, severe weather conditions, fire, terrorism, riots, war, earthquakes, or any other causes beyond VZW's reasonable control.

Exhibit A VZW Content Standards

Customer may only provide content that is legal and does not include or provide access to content or material that falls into the following categories:

- Contains anything that is obscene or indecent or anything with strong sexual, explicit or erotic themes or that links to such content;
- Contains hate speech;
- Contains excessive violence;
- Contains extreme profanity;
- Contains misleading or fraudulent claims;
- Promotes or glamorizes alcohol abuse, illegal drug use or use of tobacco products; or
- Promotes a competitor of VZW or its affiliates.

All content must comply with applicable industry standards (e.g., Mobile Marketing Association's Best Practices, CTIA's Wireless Content Guidelines, etc.) and VZW's commercial practices. Additionally, no content and materials included shall disparage VZW or its affiliates. VZW will decide, in its sole discretion, whether the content, material or services provided complies with these standards.

Intrepid Service Agreement

Terms and Conditions

1. DEFINITIONS

In this Agreement, capitalized terms shall have the meanings described on the Order Form or as set out below and in the text of the Agreement:

"**Customer Data**" means the customer-specific data, including personal data, available to the Customer through the Service. Customer data is further defined as Generic and Unique.

"Generic Customer Data" means information not personal or specific to operations including amount of traffic, usage patterns, and aggregate amounts of unique data.

"Unique Customer Data" means all other information that is not generic, including personal information, specific details of operations, locations, photographs, written communications, recordings, and biometric data.

"Confidential Information" means all information disclosed by one party to the other party that is identified in writing as "confidential" or "proprietary" (or, in the case of oral disclosures, is summarized in writing and delivered to the receiving party within 30 days).

"Devices" means all hardware devices of Customer utilizing the Service, whether provided by Intrepid or from any other third party.

"Initial Term" means the period commencing on the Effective Date and ending on the last day of the Service Period.

"Service" means the online, web-based, and mobile access business application services, including content and associated offline components as well as support and training made available by Intrepid to Customer.

"Service Period" means the period beginning on the Effective Date and continuing for the period set forth on the Order Form.

"User" means any of the Customer's employees, representatives, consultants, contractors or agents utilizing the Service, with each such person or party who is authorized to use the Service to be supplied with a user identification and/or password by Customer (or by Intrepid at Customer's request).

2. SERVICES

2.1 Subject to the terms and conditions of this Agreement and payment of all applicable fees and charges, Intrepid grants Customer a non-exclusive, non- transferable, revocable, limited right and license during the Term to use the Service for Customer's internal, in-house business use only within the United States of America. Intrepid reserves all rights in the Service not expressly granted herein.

2.2 Intrepid reserves the right to perform maintenance of the Service as needed and, except in the event of emergency maintenance, will use commercially reasonable efforts to provide prior notice to Customer of any Service unavailability and the reasons therefore.

2.3 A user account is required to access the Service, which may be used only by authorized Users. User accounts are non-transferable to other organizations or agencies but can be transferred to users in other departments within the purchasing organization or agency. User accounts shall not be shared or utilized by

Users in non-purchasing organizations or agencies. Notwithstanding the foregoing, Customer shall make available for audit a list of all Users within five (3) business days when requested by Intrepid.

2.4 Customer is responsible for any and all activities that occur under Customer's User accounts, including without limitation any loss or damage that results from such use or misuse. Customer shall: (a) report to Intrepid immediately any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to Intrepid immediately any copying or distribution of any content contained in, or accessible through, the Service that is known or suspected by Customer or its Users, and Customer shall take all necessary steps to stop or terminate such conduct; and (c) ensure that use of the Service shall at all times comply with the terms of this Agreement.

2.5 At all times during the Term of this Agreement, Customer will conduct its business and/or operations, and cause its Users to be, in compliance with all federal, state, provincial, local, or similar statutes, laws, ordinances, regulations, rules, codes, orders, conventions, or rules of law (including common law) and governmental orders (collectively, "Laws"), applicable to Customer and Customer's business and/or operations, including, but not limited to any such Laws with respect to the use of the Service in Customer's business and/or operations.

2.6 Customer warrants that it is legally entitled to allow Intrepid to monitor the Customer account and each User in the account to process for Generic Customer Data in order to provide improvements to Intrepid products or resolve product defects.

2.7 Customer acknowledges and agrees that Intrepid shall not be responsible for providing internet access or any equipment or services necessary to utilize internet access by Customer or any User.

3. LIMITATIONS AND RESTRICTIONS

3.1 Except as expressly set forth herein, Customer shall not (nor shall it permit others to) (a) copy, market, license, sublicense, sell, resell, transfer, assign, reproduce, distribute or otherwise make available to any third party the Service; (b) modify, adapt or make derivative works based on the software or intellectual property used in the Service; (c) retransmit or link the Service (including "framing" or "mirroring" any content contained in, or accessible from the Service) to any other server, wireless or Internet-based device. Customer shall ensure and be responsible for all of its Users' compliance with the terms of this Agreement; or (d) store or transmit any Content (as defined herein) that could give rise to civil or criminal liability.

3.2 To the extent that access to any software or other intellectual property is provided to Customer by Intrepid, Customer agrees that it will use such

software and intellectual property solely for Customer's own internal processing operations under this Agreement, and that Customer will not directly or indirectly disassemble, reverse engineer, or decompile, modify, create derivative works based on, or translate the Services, or any software or intellectual property included therein, or transfer or otherwise grant any rights in or access to such software or intellectual property in any form to any other party. Customer shall promptly report to Intrepid any actual or suspected violation of this Section 3.2 and shall take all further steps reasonably requested by Intrepid to prevent or remedy any such violation.

3.3 Users may be required to provide information about themselves in order to register for and/or use the Service. Intrepid shall not be responsible for the accuracy of any User information provided, and Customer agrees that any such information shall be accurate. Users are entirely responsible for maintaining the security of their user names and passwords and agree not to disclose such to any third party. Company acknowledges that it is necessary for Intrepid to send certain electronic communications to Users in order to deliver the Service and consents to such communications.

3.4 Customer is solely responsible for the pictures, audio, video, graphics, text, or other content ("Content") sent, displayed, or uploaded by Customer or its Users with or to the Service, either directly or through another application. Except for material that Intrepid licenses to Customer and as otherwise noted in this Agreement, Intrepid claims no ownership of any Content that is transmitted, stored, or processed in Customer's account(s). Intrepid also does not control, verify, or endorse the Content that Customer or its Users make available in the Service.

3.5 The Service provides functions that allow Customer and Users to control who may access Content. If Users enable the features that allow sharing Content with others, anyone with whom Content is shared (including the general public, in certain circumstances) may have access to Content. Customer hereby grants Intrepid and its agents the right to reproduce, distribute, display, and disclose Content with others authorized by Customer or its Users to view such Content as part of Intrepid's provision of the Service to such authorized users.

3.6 Customer represents and warrants that: (a) Customer has all the rights in the Content necessary to use the Service and to grant the rights in this Agreement, and (b) the storage, use, or transmission of the Content doesn't violate any law, this Agreement, or the rights of any third parties. Customer will: (i) be solely responsible for the nature, quality, and accuracy of the Content; (ii) ensure that the Content (including the storage or transmission thereof) complies with this Agreement and any and all applicable laws and regulations; (iii) promptly handle and resolve any notices and claims relating to the Content, including any notices sent by any person claiming that any Content violates any person's rights, such as take-down notices pursuant to the Digital Millennium Copyright Act and any other notices; and (iv) maintain appropriate security, protection, and backup copies of the Content, which may include, Customer's use of additional encryption technology to protect the Content from unauthorized access.
Although Intrepid is not responsible for any Content in violation of this provision, Intrepid may delete any Content in violation of any provision in this Agreement of which it becomes aware, at any time without notice. Customer must immediately notify Intrepid in writing of any unauthorized use of (a) any Content (b) any User account, or (c) the Service that comes to Customer's attention. In the event of any such unauthorized use by any third party that obtained access through Customer or its Users, Customer will take all steps necessary to terminate such unauthorized use. Customer will provide Intrepid with such cooperation and assistance related to any such unauthorized use as Intrepid may reasonably request.

3.7 If Customer becomes aware of any violation of this Agreement in connection with use of the Service by any User or person, Customer must notify Intrepid immediately. Intrepid may investigate any complaints and violations that come to its attention and may take any action that it believes is appropriate, including, but not limited to issuing warnings, removing Content, or terminating accounts and/or User profiles. Because situations and interpretations vary, Intrepid also reserves the right not to take any action. Under no circumstances will Intrepid be liable in any way for any data or other Content viewed while using the Service, including, but not limited to, any errors or omissions in any such data or Content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.

4. PROPERTY RIGHTS

Customer shall remain the sole and exclusive owner of Unique Customer Data. Unique Customer Data may be monitored or evaluated in an emergency situation or with permission or at the request of Customer or its Users for purposes such as assisting in customer operations, performing customerspecific analysis, or improving Intrepid's products. Customer explicitly grants Intrepid the right to monitor network traffic that includes Unique Customer Data for the purpose of optimizing the Service's performance. Intrepid is and shall remain the sole and exclusive owner of the Service and all documentation or other property provided by Intrepid during the Term of this Agreement, including any intellectual property developed, originated, or prepared on behalf of or in conjunction with Customer. This Agreement does not grant to Customer any shared development rights. Customer shall not reproduce in whole or in part (except as permitted under this Agreement), modify, merge, or incorporate any form or portion of the Service with other program material, create derivative work from the Service, reverse engineer, de-compile, or disassemble all or any portion of the Service, and/or disclose, sell, sublicense, or otherwise transfer or make available all or any portion of the Service to any third party without the prior written consent of Intrepid.

5. WARRANTIES, REMEDIES, LIMITATIONS OF LIABILITY, AND INDEMNIFICATIONS

5.1 Intrepid warrants to Customer that the Service will be provided in a professional and workmanlike manner. As Customer's exclusive remedy for breach of the foregoing warranty, Intrepid shall, at its option, repair or replace the nonconforming elements of the Service. Intrepid shall have no obligation hereunder if software or other intellectual property used in the Service, or hardware utilizing the Service, is modified, altered, merged or subjected to misuse, neglect, accident or improper use by Customer or any third party. If at any time Customer becomes unsatisfied with the Service, Customer's sole remedy is to cease using the Service.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND INTREPID, ITS SUPPLIERS AND VENDORS EXCLUDE ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. INTREPID AND ITS SUPPLIERS AND VENDORS SPECIFICALLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF DESIGN, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICE OR DEVICES WILL MEET ALL OF CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS FREE, OR ERROR-FREE. NOR DOES INTREPID (OR ITS VENDORS OR SUPPLIERS) MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR THAT ALL ERRORS IN THE SERVICE WILL BE CORRECTED.

5.2 INTREPID, ITS VENDORS AND SUPPLIERS ENTIRE LIABILITY FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE) FOR ALL CLAIMS RELATING TO THIS AGREEMENT AND ITS PERFORMANCE, SHALL BE LIMITED IN THE AGGREGATE TO THE LESSER OF THE FEES PAID BY CUSTOMER TO INTREPID DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM OR $25,000.

5.3 IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY LOST PROFITS, LOST REVENUE, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR COULD HAVE REASONABLY FORESEEN, THE POSSIBILITY OF SUCH DAMAGES.

5.4 Customer acknowledges that the limitations of liability and disclaimers of warranty set forth in this Agreement are independent of any remedies hereunder and apply regardless of whether any remedy fails its essential purpose. Customer acknowledges that Intrepid has set the pricing for the Service and other fees and charges in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in this Agreement and that the same form an essential basis of the bargain between the parties.

5.5 Intrepid shall indemnify Customer from and against any third-party liabilities, losses, damages, claims, suits, and expenses, including reasonable legal expenses, of whatever kind and nature ("Losses"), imposed upon, incurred by or asserted against Customer relating to or arising out of any third-party claim brought against Customer alleging that the Service used as contemplated by this Agreement violates any proprietary rights of such third party. This Section 5.5 states Intrepid's entire obligations regarding infringement of a third party's intellectual property rights with respect to the use of the Service.

5.6 Customer shall indemnify Intrepid, its suppliers and vendors from and against any and all Losses imposed upon, incurred by, or asserted against Intrepid relating to or arising out of a claim alleging that Intrepid's authorized use of the Customer Data violates the proprietary rights of, or has caused harm to, any third party (including, without limitation, any User).

5.7 In addition to, and without limiting, any and all obligations of Customer set forth herein, Customer hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature to all persons, and to all property, real or personal, caused by, resulting from or associated with the use by Customer, or any of Customer's employees, representatives or agents (whether a User or not), of the Service and agrees to indemnify, defend, and hold harmless Intrepid, its suppliers and vendors from and against any and all Losses or injury to persons or to property caused directly or indirectly by Customer or any of Customer's employees, representatives or agents (whether a User or not), Customer's property or equipment, or any and all persons acting on Customer's behalf or under Customer's supervision or control, whether direct or indirect.

5.8 In consideration of the obligations of Intrepid hereunder, Customer acknowledges that the use of the Service by Customer is voluntary and may involve known and unknown risks that could result in physical injury (including death) and/or property damage. Customer, on behalf of itself and its employees, representatives and agents, (the "Customer Parties") hereby releases, remises, requites, satisfies and forever discharges Intrepid, its suppliers and vendors and their respective heirs, personal representatives, successors and assigns from any and all Losses whatsoever, in law, in equity or in arbitration that the Customer Parties have, had or may have (through all stages of settlement and litigation, including all appeals and all collection proceedings) arising out of or resulting from the Customer Parties' voluntary use of the Service.

5.9 The indemnity obligations set forth in this Section 5 are contingent upon (a) the indemnified party giving prompt written notice of any indemnified claim,
(b) the indemnified party allowing the indemnifying party the sole control of the defense and related settlement negotiations for such claim; and (c) the indemnified party providing reasonable assistance and cooperating in the defense and settlement negotiations as requested by the indemnifying party and at the indemnifying party's expense.

6. CONFIDENTIALITY AND DATA PROTECTION

By virtue of this Agreement, each party may have access to the Confidential Information of the other party. The parties expressly acknowledge that the Customer Data shall be governed by Sections 2.7 and 4 and shall not constitute Confidential Information. Each party agrees to keep confidential all Confidential Information disclosed to it by the other party or a third party, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information). This Section 7 shall not apply to anything that: (i) is or becomes (through no improper action or inaction by the receiving party) generally available to the public, or (ii) was in the recipient's possession or known by it, without restriction, prior to receipt from the disclosing party, or (iii) was rightfully disclosed to the receiving party by a third party, or (iv) is required to be disclosed by a subpoena, request for documents, or other validly issued judicial or administrative process, provided that the party so required to disclose it promptly notifies the other party of the receipt of process and permits the other party a reasonable opportunity to respond to such process; or (v) is necessary to be disclosed by a party in order to meet its obligations under this Agreement. If a party wishes to rely on one of these exclusions it shall give prompt written notice to the other party detailing the relevant information and the reason for disclosure.

7. TERM AND TERMINATION

7.1 This Agreement shall commence on the Effective Date and shall remain in effect through the Initial Term unless earlier terminated as set forth below.

Either party may terminate this Agreement upon notice to the other party if the other party materially breaches this Agreement and such breach is not remedied within 30 days of such notice, except for breaches relating to non- payment for which such cure period shall be 5 business days.

Either party may terminate this Agreement immediately upon notice if the other party becomes subject to any proceeding under any statute of any governing authority relating to insolvency or the rights of creditors that is not dismissed within 60 days, or the equivalent occurs in any jurisdiction.
Upon termination of this Agreement for any reason, all accrued rights to payment shall become due, all licenses shall immediately terminate, Customer shall immediately discontinue all use of the Service and delete or remove any copies of the Service in its possession, and each party shall promptly return (or, if requested by the other party, destroy) all Confidential Information of the other party in its possession.

Upon termination, Intrepid may immediately terminate Customer's access to the Service without notice and within 30 days thereafter delete Customer's Data and any related data.

7.2 Sections 1, 2.4, 2.5, 2.6, 3, 4, 5, 6, 7, 8, and 9 shall survive the termination or expiration of this Agreement in accordance with their terms.

8. EXPORT

If, at the time or times of Intrepid's performance hereunder, a validated export license or other export authorization is required for Intrepid or its agents to lawfully export the goods, source code, or technical data from the United States of America or such other country of origin, then the issuance of such license or authorization to Intrepid or its agents in accordance with the rules and regulations of the applicable country(ies) shall constitute a condition precedent to Intrepid's performance of its obligations hereunder. Customer agrees to

comply with all applicable export laws and regulations of the United States of America or such other country of origin. Specifically, but without limitation, customer agrees that it will not resell or re-export Intrepid products, source code, or technical data in any form without obtaining appropriate export or re-export licenses from the respective governmental authority of the United States of America, other country of origin, or country of export or re- export. Violation of this provision shall constitute cause for termination of this Agreement by Intrepid without liability to customer.

9. MISCELLANEOUS

9.1 Neither party shall be liable for any delay or failure in performing any of its obligations under this Agreement if such delay or failure is caused by circumstances outside the reasonable control of the party concerned. The Service may be subject to limitations, unavailability, delays, and other problems inherent in the use of the internet, mobile telephone networks and electronic communications. Intrepid is not responsible for any delays, delivery failures, or any loss or damage resulting from the same.
Notwithstanding the foregoing, nothing herein shall relieve Customer of its obligations to pay monies due and owing to Intrepid hereunder.

9.2 Intrepid may reference Customer's status as a user of the Service on Intrepid's website, in marketing materials and in sale presentations.

9.3 The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

9.4 Customer may not assign or transfer any of its rights or obligations under this Agreement in whole or in part without Intrepid's prior written consent. Intrepid may freely assign, transfer, and sub-contract this Agreement and any or all of its obligations herein.

9.5 This Agreement shall not be amended or modified except in a writing executed by the duly authorized representatives of Intrepid and Customer.

9.6 If any provision of this Agreement is held to be invalid or unenforceable, the parties or any applicable tribunal shall substitute an enforceable provision that preserves the original intent and economic positions of the parties and the remaining provisions of this Agreement will remain in full force and effect.

9.7 All notices that are required to be given under this Agreement shall be in writing and sent to the addresses of the parties set out on the Order Form or to such other address as a party may designate by notice to the other party and shall be effective (a) on the date of delivery if sent by recorded delivery; (b) on the business day following the date of transmission of a fax as evidenced by a successful transmission report; or (c) immediately if delivered personally to the relevant address.

9.8 This Agreement forms the entire understanding of the parties in respect of the matters dealt with in it and supersedes all previous agreements, understandings, proposals, and negotiations between them.

9.9 This Agreement shall be governed by the laws of the State of Florida, without regard to its conflicts of laws principles. Any suit, action, or proceeding with respect to this Agreement shall be brought in the courts of

Orange County, Florida or in the U.S. District Court for the Middle District of Florida, and the parties hereby accept the exclusive jurisdiction of those courts for the purpose of any suit, action, or proceeding.

9.10 The parties acknowledge that they are familiar with transactions of this nature and agree that the fact one of the parties may have drafted or structured any provision of this Agreement shall not be considered in construing the particular provision either in favor of, or against, such party.

9.11 The parties hereto are independent contractors and this Agreement does not create a joint venture or partnership, and neither party has the authority to bind the other party to any third party.

9.12 This Agreement may be executed in any number of counterparts, each of which, when taken together, shall be an original.

Exhibit A

Response Times

I. Intrepid Service

1. Response Times

Intrepid shall use its commercially reasonable efforts to respond to all written requests for assistance in accordance with the following response times:

	Time to Respond	
Type of Problem	**During Normal Business Hours**	**Outside Normal Business Hours**
Level 1 – Service unavailable or data cannot be collected from > 20% of the Users	Within 24 hours Call Intrepid Support Hotline Phone Number or Email: support@intrepidnetworks.com	Within 24 hours Call Intrepid Support Hotline Phone Number or Email: support@intrepidnetworks.com
Level 2 – Part of the functionality of the Service is unavailable or data cannot be collected from <= 5% to 20% of the Users	By 6PM EST of the following 2 business days Email: support@intrepid-networks.com	By 6PM EST of the following 2 business days Email: support@intrepidnetworks.com
Level 3 – All other issues	Within 5 business days Email: support@intrepidnetworks.com	Within 5 business days Email: support@intrepid-networks.com

One Talk from Verizon Terms & Conditions

One Talk from Verizon, together with its related devices, software and applications ("**Service**" or "**One Talk**" or "**One Talk Standard**"), is a business telephone solution that brings together the functions of desk phones and mobile devices (smartphones and tablets) into a unified system, with all devices sharing the same communication features (see https://www.verizon.com/support/one-talk-features/ for a listing of features available with the Service). Before you start using the Service, we want you to know some important things.

This Addendum modifies the contract (the **"Agreement"**) between you as our Customer ("**You**") and Verizon Wireless ("**VZW**", "**We**" or "**Us**") under which you purchase cellular service. It sets forth the terms and conditions under which you agree to use and we agree to provide the Service. By using the Service, you accept these Terms and Conditions, which may be modified by us from time to time. By continuing to use the Service after we have notified you of changes, you agree to accept those changes.

1. Customer Agreement

Your use of the Service is subject to all of the terms in your Agreement, whether the Service is paid for by a business customer or by an end user.

2. Term

Notwithstanding any provisions to the contrary regarding service or term commitments in any other part of this Agreement, the following provision governs the use of the Service. When One Talk is activated, service for each line will be on a month-to-month basis, unless You elect an optional one or two-year contract for desk phone hardware only (for which early termination fees may apply). If You choose month-to-month service, You may terminate the Service for any line upon thirty (30) days prior written notice, without penalty.

3. How the Service Works

For the Service to work, you must select the lines on your company's profile to which you wish to add the One Talk feature. Each One Talk phone number can be shared between devices with the following limits: (a) up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft® Windows® and/or Apple® Mac® computers using the One Talk Desktop App, a single LTE Desk phone and a single standard desk phone or (b) up to five smartphones and/or tablets using the One Talk Mobile App or Microsoft Windows and/or Apple Mac computers using the One Talk Desktop App, two standard desk phones and a single smartphone using One Talk in Native Dialer or Enhanced Dialer mode. You may only make voice and/or video calls with up to three devices per One Talk phone number at the same time.

4. One Talk Available Options

Auto Receptionist. An automated Receptionist (AR) is a telephony system that transfers incoming calls to various extensions as specified by callers, without the intervention of a human operator. The settings for the line must be configured using the One Talk admin portal. You will be charged a monthly recurring fee for each Auto Receptionist line in your company's profile.

Hunt Group. Hunt Group is a set of connections and rules that route incoming calls to a group of users until someone is available or all users have been tried. If a call is routed through the Hunt Group and every user is busy, the call is then routed to a designated phone number. The settings for the line must be configured using the One Talk admin portal. You are eligible to activate a Hunt Group within your Enterprise Customer Profile Database (ECPD) profile if you have activated at least one One Talk line on a Smartphone, Desk Phone or Mobile App. You will not be charged a monthly recurring fee for any Hunt Group lines in your company's profile.

One Talk Call Queue. One Talk Call Queue allows callers to be virtually put on hold when all the call queue agents are busy, and once an agent becomes available, the call is released from the queue to the available agent. You must add the Call Queue Agent feature to each recipient line that will receive calls from the call queue. A Call Queue Agent is a designated person employed by your business who will receive the calls routed to them by Call Queue. You will be charged a monthly recurring fee for each Call Queue line and Call Queue Agent in your company's profile. The call queue settings must be configured in the One Talk admin portal.

One Talk Native Dialer and Enhanced Dialers. The One Talk Native Dialer and Enhanced Dialers add various business features to the native dialer on a compatible smartphone (see https://www.verizon.com/support/compatible-one-talk-devices/ for a current list of supported devices). With One Talk in Native Dialer or Enhanced Dialer mode, your One Talk phone number will be the same as your VZW phone number. You can obtain access to One Talk features by dialing numeric codes. Other devices that you select will share the same One Talk phone number.

One Talk Desk Phones. Each One Talk Desk Phone is a device that must be approved by and purchased from Verizon. At your location, you will need separate AC power and connectivity (e.g., through cellular service, broadband service, Ethernet or Wi-Fi).

One Talk Desktop App. The One Talk Desktop App is available for Microsoft Windows computers and Apple Mac computers. Please see the One Talk Supported Device List for minimum software requirements, located here https://www.verizon.com/support/compatible-one-talk-devices/. To use the Service, you must add a One Talk phone number to the Desktop App, and you must use the Desktop App to make voice and video calls and to send and receive messages. You can also obtain access to One Talk features through the Desktop App.

One Talk Mobile App. The One Talk Mobile App is available for smartphones and tablets via the Google Play™ Store or from the Apple App Store®. Please see the One Talk Supported Device List for minimum software requirements located here https://www.verizon.com/support/compatible-one-talk-devices/. To use the Service, you must add a One Talk phone number to the Mobile App, and you must use the Mobile App to make voice and video calls and to send and receive messages. You can also obtain access to One Talk features through the Mobile App. With the Mobile App, your device will have two phone numbers – one for its original native dialer and the other for the One Talk number. Other associated devices will share the same One Talk phone number. Users may install the One Talk Mobile App on any compatible device, including devices receiving service from other carriers. In such circumstances, One Talk phone numbers must be added to their devices, and the users will be VZW subscribers for purposes of the Service only, even if they continue to use a different carrier for their original mobile telephone numbers.

Premium Visual Voicemail. Premium Visual Voicemail is direct-access voicemail with a visual interface. Such an interface presents a list of messages for playback, as opposed to the sequential listening required using traditional voicemail, and includes a transcript of each message.

5. Charges

For each One Talk line activated in any of the available One Talk Service, Verizon will charge a monthly fee (Monthly Recurring Fee) for the Service, and either your wireless carrier or your broadband provider will bill data, voice, and messaging charges based on your existing service plan.

The One Talk monthly recurring fee charged to a customer is based on volume tiered pricing and only applies to paid One Talk lines of service:

- Smartphone with One Talk service
- One Talk Desk Phone (primary device)
- One Talk App (primary device) (mobile/desktop client)
- One Talk Auto Receptionist
- One Talk Call Queue

Volume tiered pricing is based on 4 volume tiers:

- 1 - 9 paid One Talk lines
- 10 - 24 paid One Talk lines
- 25 - 99 paid One Talk lines
- 100+ paid One Talk lines

Active lines at the end of each bill cycle for all accounts under the customer's business profile with Verizon will aggregate together to determine the volume pricing tier.

Charges for international use may apply. You may be assessed additional 911 surcharges if required by law, for up to a maximum of three devices on each One Talk phone number during the applicable billing cycle.

One Talk Native Dialer and Enhanced Dialer. If you are using a device on the VZW network and the device supports video calling, the voice portion of the video call will be billed as minutes of use and the video portion will be billed as data under your existing mobile service plan. If you are using a device on Wi-Fi and the device supports video calling, the voice and data portions of the video call will only be billed as data under your broadband plan. Voice calls will be billed as minutes of use only. Adding One Talk Native Dialer and Enhanced Dialer can be done in two ways:

- Add One Talk to your existing corporate liable Verizon Wireless smartphone plan, in which case your One Talk number will be the same as your current number on that plan.
- Add the One Talk eSIM Unlimited Voice and Text plan for Native and Enhanced Dialer to your dual SIM capable smartphone that is compatible with the Verizon network. This provides a secondary line of service with its own One Talk number. The One Talk eSIM plan includes unlimited talk and text in the United States, Mexico and Canada. If more than 50% of your total talk and text in a 60-day period is in Canada or Mexico, use of those services in those countries may be removed or limited. This plan does not include data. If you intend to use data on this smartphone line, you must have a data plan on your first line of service. Month-to-month agreement required. Verizon feature functionality may be limited if the smartphone was not purchased from Verizon. For more information about dual sim capable smartphones, visit https://www.verizon.com/support/dual-sim-with-esim-faqs/.

One Talk Mobile App. Your use of the Service (including your download of the One Talk Mobile App) will be billed as data under either the mobile service plan for the applicable device or by your Wi-Fi broadband provider.

One Talk Desktop App. Voice and video calls to and from the One Talk Desktop App will consume data on your existing broadband connection.

Desk Phones. Voice and video calls to and from One Talk Desk Phones may consume data from your existing connectivity provider. Any charges related to such use will depend on the costs associated with your connection (whether broadband, cellular, or otherwise). Customers who elect a one or two-year commitment must pay an Early Termination Fee (ETF) when disconnecting service prior to the end of the service term. The amount due is based on the length of time left on the service contract. The ETF is calculated based on the contract effective date and disconnect date.

Virtual Devices. For virtual devices including Auto Receptionist, Hunt Group and Call Queue, there are no data charges associated with the use of these lines.

Integrated Messaging Text Message Feature. The Integrated Messaging feature enables the messaging service for the One Talk mobile application. This allows the user to send and receive messages within the One Talk app, and allows those messages to be synchronized across up to five (5) One Talk apps that share the same One Talk number

- **HIPAA**. Integrated Messaging is not designed for secure transmission or storage of personal healthcare information. Therefore, Customer agrees not to use Service to store or transmit Protected Health Information (PHI) as defined in the Health Insurance Portability & Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act of 2009 and accompanying regulations (collectively "HIPAA"). Covered Entities and Business Associates (as defined by HIPAA) will not use Integrated Messaging to store or transmit PHI. Customers that do not want its end users to save messages to the cloud (including all Covered Entities and Business Associates, as defined by HIPAA), must have an authorized representative block Integrated Messaging. For further information, go to https://web.vma.vzw.com/BusinessProduct. To learn more about HIPAA, go to: http://www.hhs.gov/ocr/privacy/hipaa/understanding/index.html.

6. Emergency 911 Calls

Emergency calls to 911 can be placed without dialing a prefix. 911 calls are routed to the local emergency response center based on the 911 address information associated with the user. If it can't be routed directly to the local emergency response center, the 911 call will be routed to the national emergency response center. 911 address information for a user is assigned in the following ways:

- Desk Phones: The company's admin that is responsible for the One Talk service can edit/modify the 911 address associated with the user's desk phone within the One Talk portal. Within the One Talk portal, a valid street address, city, state, and zip code can be entered along with additional address information, i.e. suite, apartment, room numbers.
- Smartphone Mobile Client: The One Talk mobile client requires the user to place the 911 call through the user's smartphone device vs. using the mobile client. If the user tries to place the 911 call via the One Talk client, it will redirect the call via to the smartphone native phone application
- Tablet Mobile Client: The One Talk mobile client requires the user to enter a valid 911 address when setting up the mobile client. The user is prompted to confirm the 911 address when a change in location has been detected.

- PC/MAC Desktop Client: The One Talk desktop client requires the user to enter a valid 911 address when setting up the desktop client. The user is prompted to confirm the 911 address when a change in the location has been detected.
- Native Dialer Smartphone: 911 calls when using a native dialer smartphone use the e911 service within the wireless network. E911 compliance FAQs

You can make a 911 call over a Wi-Fi or Ethernet connection when using the service; however, calls over a Wi-Fi or Ethernet connection will not work if there is a failure of your connection, electrical power, or the 911 system does not recognize your address. If you have a power or connectivity loss, an alternate method for contacting 911 may be needed. Before any One Talk Desk Phone can be activated or the Service can be activated on any device, you must enter the U.S. address where you want emergency services to be sent if you call 911. It is not necessary to use the same address for all devices. It is very important that you update your 911 address whenever you change your location for any of these devices, because this is the location that will be given to emergency services when you dial 911. You can go to your Mobile App Settings and or One Talk Desktop App settings and change your 911 address at any time, or change the 911 address for a One Talk Desk Phone on the web portal.

7. Privacy

We may use information about your use of the Service in accordance with the Verizon Privacy Policy.

8. Confidentiality

You agree that any information (e.g., IP sourcing data) that is shared with you in configuring One Talk will remain our Confidential Information.

9. Third Party Products

A. General. If Customer uses any third party products or applications with One Talk, you authorize us to share information with third parties that is necessary for these services to operate. Some information from those third party products or applications may be transmitted into your account with us if you authorize such transmissions (Third Party Account Information) and any such Third Party Account Information transmitted to our applications or services will then be covered by our Privacy Policy. You may opt not to disclose such information to us from third party products or applications, but keep in mind some information may be needed in order for you to take advantage of some or all of the applications' or products' intended features.

B. Google Services. When you provide Google Account credentials to sign into Google services or applications, Verizon will not use any Third Party Account Information in any way except to present it to the user. VZW will retain the minimal amount of information necessary in log files for 30 days to troubleshoot any reported issues with the application. Verizon will not have access to any email content, use or transfer of any Third Party Account Information received from Google accounts will adhere to the Google API Services User Data Policy, including Limited Use Requirements.

C. Disclaimer. With respect to all third party products and applications, you agree that: (1) We disclaim all warranties, express or implied, (2) We are not responsible and shall have no liability for such products or applications, and (3) you are solely responsible and liable for your use of such products and applications.

10. Service Limitations

The Service is not compatible with certain devices, including fax machines, credit card machines or certain security systems. Your VZW representative can suggest other possible solutions for some of these functions. Please check with your provider to confirm the compatibility requirements of your security system.

11. Important Service Disclosures

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS IMPLEMENTED WITHOUT SPECIFIC CONTROLS THAT MAY GENERALLY BE REQUIRED OR CUSTOMARY FOR CUSTOMERS IN ANY PARTICULAR INDUSTRY AND ARE NOT DESIGNED TO SATISFY ANY SPECIFIC LEGAL OBLIGATIONS. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THAT THE SERVICE SATISFIES ANY LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS YOU MAY HAVE. YOU AGREE TO USE THE SERVICE IN ACCORDANCE WITH ALL APPLICABLE LAWS AND NOT TO USE THE SERVICE IN ANY MANNER THAT MAY IMPOSE LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS ON US, OTHER THAN THOSE WITH WHICH WE HAVE EXPRESSLY AGREED TO COMPLY IN THIS ADDENDUM.

12. Software

In connection with the Service, we will provide software that is owned by us, our affiliates or third-party licensors ("**Software**"). We may update the Software from time to time and your failure to install any update may affect your Service and/or use of the Software. You may use the Software only as part of, or for use with, the Service as authorized in this Addendum.

We grant you a limited, non-exclusive, non-transferable license to use the Service and the Software solely as authorized in this Addendum. All rights regarding use of the Service and Software not expressly granted in this Addendum are reserved by us and/or any third-party licensors. The Software contains some programming, scripts, tools, modules, libraries, components, or other items that were developed using "Open Source" code, which are available for download at www.verizon.com/opensource.

You may not adapt, alter, modify, reverse engineer, de-compile, disassemble, translate, attempt to derive source code from or create derivative works of the Service or Software, or otherwise tamper with or modify any security features or other Service components for any reason (or allow or help anyone else to do so). You also agree to follow all rules and policies applicable to the Service, including the installation of required or automated updates, modifications and/or reinstallations of Software and obtaining available patches to address security, interoperability and/or performance issues.

13. Disclaimer of Warranty

THE SERVICE, THIRD PARTY PRODUCTS AND SOFTWARE ARE PROVIDED "**AS IS**" AND "**AS AVAILABLE**" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER US, OUR AFFILIATES, OFFICERS, EMPLOYEES, LICENSORS, CONTRACTORS, AND AGENTS (TOGETHER, THE "**VERIZON PARTIES**"), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE VERIZON PARTIES AND ANY THIRD PARTY MOBILE APPLICATION STORE OPERATORS FROM WHICH YOU DOWNLOAD THE ONE TALK MOBILE APP OR THIRD PARTY PRODUCTS WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSSES OR DAMAGES OF ANY KIND OR ANY SECURITY ISSUES THAT MAY RESULT FROM YOUR USE OF THE SERVICE. NO ADVICE OR INFORMATION GIVEN BY THE VERIZON PARTIES SHALL CREATE ANY WARRANTY HEREUNDER.

Updated: September 2024

Verizon Mobile Device Management Service Terms & Conditions

Verizon Mobile Device Management (MDM) (the "Service") provides device management services from a cloud-based portal to entities to manage their remote assets, smart devices and Jetpacks. Through the Service, entities will be able to (1) manage smart phone and tablet configurations for devices running Android® and Apple® iOS with the Unified Endpoint Management license, and (2) manage security profiles and settings on selected Jetpacks and MiFi with the Broadband Hotpot Management license. By using the Service, the entity purchasing the Service (“Customer”) acknowledges that Customer has read all of the terms and conditions of this agreement (“Agreement”), understands them, and agrees to be bound by them. This Agreement is by and between the Customer and Cellco Partnership d/b/a Verizon Wireless, on behalf of itself and its controlled and/or managed affiliates (collectively, “VZW”). Customer may separately purchase the Verizon MDM Implementation Service for assistance with the setup, configuration, and onboarding of the Service, as further described in the separate VZMDM Implementation Service Terms referenced in Section 11 and provided as Attachment 1 below.

1. **Verizon Wireless Agreement.** This Service is subject to all of the terms in Customer’s agreement for wireless service with VZW, which is incorporated herein by reference. To purchase or use the Service, Customer must have an active VZW account.
2. **Billing.** Customer’s use of the Service will be billed according to the terms of Customer’s agreement for wireless service with VZW.
3. **Restrictions on Use.** Customer will use the Service solely for Customer’s internal use subject to any restrictions or exceptions as set forth in this Agreement. Customer will not: (i) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any information contained

in the Service; (ii) use the Service in order to build or support, or assist a third party in building or supporting, products or services competitive to VZW; or (iii) license, sell, rent, transfer, assign, or otherwise commercially exploit the Service or any content in the Service other than as expressly permitted in this Agreement.

4. **Security Measures.** Customer will implement and maintain security measures with respect to the Service that effectively restrict access to the Service to authorized personnel with a need to know, and that protects the Service from unauthorized use or access. Customer will ensure that the Service is not accessed, used, or made available to third parties or to Customer's employees who are not authorized to access the Service.
5. **License.** Subject to the terms and conditions of Customer's agreement with VZW for wireless service, VZW grants Customer a non-exclusive, non-transferable, non-assignable, royalty free license for use of the Service solely for internal business operations. The license granted herein is effective throughout the Term (defined in Section 10 below) of this Agreement.
6. **Intellectual Property Rights.** VZW and/or its applicable third party suppliers or vendors own all intellectual property rights in the Service and its devices, components, platform, software, tools, portal, documentation, and other materials relating thereto, including modifications, updates, revisions or enhancements. All rights not explicitly given are reserved by VZW and/or its applicable third party suppliers or vendors.
7. **Privacy; Notice and Consent.** "Mobile Device" means any mobile device, including smartphones, tablets, smartwatches and other wearables, laptops and netbook computers that Customer provides to its End Users and are enrolled in Verizon MDM. "End User" means any person (e.g., employee, contractor) with a Mobile Device whose Location Information can be viewed by Customer using the MDM. "Location Information" means data that can be used to describe, determine or identify the location of the Mobile Device. Location Information may be presented in many forms such as latitude/longitude data, cell site/sector data, WiFi SSID, device signal strength or other format regardless of accuracy, type or source. Customer will be able to access information about all Mobile Devices associated with Customer's VZW account.
    1. **Consent and Revocation.** Customer will be solely responsible for obtaining affirmative, opt-in consent from End Users as appropriate to access, use, copy, store, collect and disclose Location Information, and for retaining evidence of consent for the period required by law (typically, 5 years after cessation of use). Customer will not access, use, copy, store or disclose any Location Information until the consent outlined below has been obtained. Customer will ensure that each End User is provided with clear, conspicuous and comprehensive notice about how Location Information will be accessed, used, copied, stored, collected and disclosed by Customer and/or third parties acting on Customer's behalf (representatives, agents, etc. . .) in Customer's privacy policy and ensure that such notice is presented to End Users for acceptance prior to Customer's use of the Service and readily available and easily accessible by End Users. Customer will ensure that each End User may deny, revoke or withdraw consent, through readily available means at any time. If consent is denied, revoked or withdrawn by an End User, Customer may no longer use the Service to access or collect the End User's Location Information. 2. **Use and Storage of Location Information.** Customer may only use Location Information for the purpose of using the Service and only as provided in the notice to the End User for as long as Customer has their consent. VZW does not provide Customer with access to any stored Location Information. Customer must implement appropriate security measures and safeguards that protect End User privacy and safety.

8. **Representations and Warranties.** Customer's use of the Service must, at all times, comply with all applicable federal, state and local government laws, and industry guidelines, including the Federal Trade Commission Privacy Initiatives, and the CTIA Best Practices and Guidelines for Location-Based Services.
9. **Disclaimer of Warranty.** IN NO EVENT SHALL VZW BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH HEREOF. THE SERVICE AND ANY INCLUDED SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, VZW DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VZW OR ITS LICENSORS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. VZW DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE.
10. **Term.** The term of this Agreement ("Term") is subject to the term of Customer's agreement for wireless service with VZW, or while Customer still uses the Service.

Verizon Mobile for Microsoft Teams Terms and Conditions Addendum

Verizon Mobile for Microsoft Teams is a service that utilizes existing Verizon Wireless network services to route calls through Microsoft Teams (the "Service"). The service, when applied to an eligible Verizon Wireless voice plan, will fully integrate your chosen Verizon Wireless telephone number into the Microsoft Teams cloud calling and team collaboration solution. Once connected, your end user will be able to use their wireless numbers to receive inbound and make outbound calls integrated with their Enterprise Microsoft Teams instance. The end user's wireless number becomes a true Microsoft Teams endpoint allowing them to access the Microsoft Teams enterprise experience enabled by your Microsoft Teams license while utilizing the existing Verizon Wireless network services enumerated on your voice plan for PSTN and wireless termination. This provides the end user the option of placing outbound calls though the traditional collaboration enhanced Microsoft Teams application, integrated IP Phone, or now directly through the native dialer on the end user's Verizon mobile device.
Before you start using the Service, we want you to know some important things.

This Addendum modifies the contract (the "**Agreement**") between you as our Customer ("**you**") and Verizon Wireless ("**Verizon**", "**VZW**", "**we**" or "**us**") under which you purchase cellular service. It sets forth the terms and conditions under which you agree to use and we agree to provide the Service. By using the Service, you accept these Terms and Conditions, which may be modified by us from time to time. By continuing to use the Service after we have notified you of changes, you agree to accept those changes.

1. **Customer Agreement**. Your use of the Service is subject to all of the terms in your Agreement, whether the Service is paid for by a business customer or by an end user.

2. **Term**. Notwithstanding any provisions to the contrary regarding service or term commitments in any other part of the Agreement, the following provisions govern the use of the Service. When Verizon Mobile for Microsoft Teams is activated, service for each line will be on a month-to–month basis. You may terminate the Service for any line upon thirty (30) days prior written notice, without penalty.

3. **How the Service Works**. For the Service to work, you must select the lines on your companies' profile to which you wish to add the Verizon Mobile for Microsoft Teams feature. Each Verizon Mobile for Microsoft Teams phone number must be added to a single smartphone 4G or 5G capable device. Verizon will enable the Service and send the applicable telephone number(s) you assigned to the identified Microsoft Teams customer tenant. Once the telephone number is available to assign in Microsoft Teams it is your responsibility to complete setup with your Teams interface to create users and assign them to the appropriate telephone number. Once assigned Verizon will route all traffic to and from Teams to the PSTN as needed to complete calls utilizing the Verizon wireless cellular network.

4. Verizon Mobile for Microsoft Teams Management and Support

Verizon Management. Verizon will manage and support call routing into our platform, to Microsoft, and to the PSTN as needed for external termination. Verizon will provide appropriate administration tools to allow you to add or remove the feature from your Verizon line and to understand the feature routing status for each provisioned line. Verizon will communicate with Microsoft to send the telephone numbers assigned by you to Microsoft. Verizon will route calls to Microsoft once configuration is completed in Microsoft Teams to allow successful calling.

Microsoft Management. Microsoft is responsible to handle active calls once sent by Verizon and to apply any call treatments based on current Microsoft Teams PBX call configurations established by you. Microsoft is solely responsible for any voice mail or call recording as is set in the Microsoft Teams platform. All Microsoft Teams phone or device apps are managed and controlled exclusively by Microsoft. All licensing for feature management is similarly managed and controlled by Microsoft with capabilities available per your Microsoft Teams licensing agreements.

5. Feature Responsibilities

Verizon is removing many features from the Verizon subscriber wireless service so that there is no conflict with the Microsoft Teams PBX. Please see the responsibility matrix below to determine ownership and configuration management for each defined feature.

Feature	Verizon	Microsoft Teams
7 digit dialing		X
10 digit dialing	X	X

911 Call Delivery	X	
911 Location Configuration		X
Alternate Numbers with Disti Ring	n	X
Anonymous Call Rejection		X
Auto Receptionist		X
Barge-In Exempt		X
Busy Lamp Field (Monitoring)		X
Call Forwarding Always		X
Call Forwarding Busy		X
Call Forwarding No Answer		X
Call Forwarding Selective		X
Call Forwarding When Not Reachable (Business Continu		X
Call History		X
Call Hold and Resume		X
Call Intercept		X
Call Logs with Click to Dial		X
Call Notify		X
Call Queue Agent		X
Call Recording		X
Call Redial		X
Call Return		X
Call Transfer		X
Call Waiting (for up to 4 calls	) X	
Call Waiting ID	X	
Connected Line ID Restrictio		X

Directed Call Pickup		X
Directed Call Pickup with Bar		X
Do Not Disturb		X
Enterprise Phone Directory		X
Executive/Executive Assista		X
Extension Dialing, Variable L		X
Feature Access Codes / Star Codes		X
File Transfer		X
Hoteling		X
Hoteling Guest		X
Hunt Group		X
Inbound Caller ID Number*	X	
Inbound Caller ID Name*	X	
Inbound Fax to Call		X
Multiple Line Appearance		X
Native Dialer call routing	X	
N-Way Calling		X
Offnet call delivery	X	
Outbound Caller ID Blocking		X
Outbound Caller ID Name*	X	
Outbound Caller ID Number*		X
Personal Phone Directory		X
Priority Alert		X
Privacy		X
RTT/TTY	X	
Selective Call Acceptance		X

Selective Call Rejection		X
Sequential Ring		X
Shared Call Appearance		X
Share Name ID	X	
Simultaneous Ring		X
SMS/MMS/RCS	X	
Speed Dial 100		X
User Web Portal		X
Video (Point to Point)		X
Visual Voicemail		X
Voicemail		X
VZW VoLTE call delivery	X	

- "x" defines responsible party

Key Definitions

***Inbound Caller ID Number** – This is supported and displayed as received by Verizon. ***Inbound Caller ID Name –** Receipt of Inbound CNAM is dependent on the wireless subscriber's active subscription to the *Premium Caller ID Calling Name* service offered by Verizon. ***Outbound Caller ID Number** – Supported through Microsoft Teams Caller ID Policy Settings. ***Outbound Caller ID Name** – Verizon Mobile for Microsoft Teams end users must use Verizon services to set outbound Caller ID Name (CNAM). Corporate accounts may update all lines with *Share Name ID* feature or use the *Company Name ID* service for individual line identification.

6. Charges

Charge Initiation. For each Verizon Mobile for Microsoft Teams line activated, Verizon will charge a monthly fee (Monthly Recurring Fee) for the Service, and Verizon will bill data, voice, and messaging charges based on your existing service plan. The charge will begin when the Service has been successfully added and the telephone numbers are available for assignment to any identified user setup by your Microsoft Teams administrator.

Charge Termination. Line level Monthly Recurring Fee will be stopped only when your Verizon administrator removes the Service from the given telephone number and associated voice

service plan. Termination is not dependent on Microsoft Teams routing status and telephone number association.

General. Charges for international use may apply according to your Verizon Wireless calling plan. You may be assessed additional 911 surcharges if required by law, for up to a maximum of three devices on each mobile phone number during the applicable billing cycle.

7. Emergency 911 Calls

Description. 911 will be terminated by Verizon Wireless according to the end user's cellular geo-location if dialed from an assigned mobile device native dialer using the Verizon cellular network. If 911 is dialed from a Microsoft provided app on the phone, laptop, tablet, or desktop; or from a stationary desk IP Phone using a data network connection, the location defined for 911 by your Microsoft Administrator within Microsoft Teams will be used for routing purposes.

Microsoft Configuration. It is your responsibility to update the assigned 911 address for each user according to the management policies defined by Microsoft. If there is no address assigned within Microsoft Teams for a user initiating a 911 call from a Microsoft Teams client application or connected IP phone, Verizon will complete the call into an Emergency Call Relay Center for live address determination and or verification.

Data or Wi-Fi Origination. When using a Verizon Mobile for Microsoft Teams desk phone or data connected app, voice functionality (including the ability to make 911 calls) will not be available during a power outage, connectivity failure or other service disruption. Note: the end user can make a 911 call over a Wi-Fi connection when using the Service, but is advised that 911 calls over a Wi-Fi connection will not work if there is a failure of the connection, electrical power, or the 911 system does not recognize the end user's address.

Emergency Calling Testing. Emergency calling testing for both native and ported numbers must be performed by you unless additional professional services are ordered via a separate Professional Services Order. You must ensure that a test emergency call is placed and that the address as shown in the relevant local emergency number management system is validated as being correct.

End User Notification. You are solely responsible for informing your end users about any emergency calling restrictions. Your failure to do so may result in emergency calls failing to be delivered or being sent to the wrong location and thus delay or preclude emergency service response, which could result in injury or death.

8. **Privacy**. We may use information about your use of the Service in accordance with the Verizon Privacy Policy.

Vendor Privacy. Verizon Mobile for Microsoft Teams enables Verizon wireless smartphone voice communications by routing calling through Microsoft Teams. When you enable this

feature, Verizon shares information with Microsoft about end users, such as the phone number and call-related data. This information will be handled by Microsoft in accordance with Microsoft's privacy practices. You authorize Verizon to share your data with Microsoft and acknowledge that any customer requirements for data security will be covered under your separate agreement with Microsoft.

9. **Confidentiality**. You agree that any information (e.g., Microsoft Customer Tenant ID) that is shared with Verizon in configuring Verizon Mobile for Microsoft Teams will remain our Confidential Information.

10. Third Party Products

General. If you use any third party products or applications with Verizon Mobile for Microsoft Teams, you authorize us to share information with third parties, including Microsoft, that is necessary for these services to operate. Some information from those third party products or applications may be transmitted into your account with us if you authorize such transmissions (Third Party Account Information) and any such Third Party Account Information transmitted to our applications or services will then be covered by our Privacy Policy. You may opt not to disclose such information to us from third party products or applications, but keep in mind some information may be needed in order for you to take advantage of some or all of the applications' or products' intended features.

Disclaimer. With respect to all third party products and applications, you agree that: (1) we disclaim all warranties, express or implied, (2) we are not responsible and shall have no liability for such products or applications, and (3) you are solely responsible and liable for you and your end user's use of such products and applications.

11. Service Limitations

Services Compatibility. The Service is not compatible with certain Verizon services such as One Talk, Premium Voice Mail, Voice Mail Block, and Number Share. These services must be removed prior to feature enablement and may not be enabled while Verizon Mobile for Microsoft Teams service is active.

(x)11 Services. Verizon will support all (N)11 services from the users assigned mobile device native dialer. Microsoft does not support the following (N)11 services from their managed calling applications or IP phones accessed over a data network: 211, 311, 511, 711, 811.

Dial Plan Conflicts. Microsoft Teams is responsible for all dial plan permissions. For any calling permissions that Verizon allows but Microsoft Teams does not allow, the Microsoft Teams PBX will be in control of that permission. This includes for international dialing/calling capability, and any caller ID specified

Short Dial. Verizon will not support short dialing from the Verizon wireless phone native dialer to another Microsoft Teams Enterprise user.

Voice Mail Removal and Retention. Adding the Verizon Mobile for Microsoft Teams feature will remove the Verizon voice mail associated to any existing and identified wireless line. It is your or your end user's responsibility to move and save any needed voicemail prior to activation of the Service with Verizon. Verizon does not guarantee that voice mail will be retained in any form. The end user will switch to Microsoft Teams provided voice mail and must setup according to established Microsoft configuration and procedures.

Wireless Priority Service. Wireless Priority Service (WPS) is impacted by call routing to Microsoft. Verizon will support WPS call prioritization at its radio access network. Such prioritization will be removed when the call is transferred to the Microsoft data network for call routing.

Network Performance Dependency. Call routing and overall quality of service is dependent upon Microsoft for completion. Verizon is not responsible for call traffic while it is in the Microsoft Azure data center(s) or network for routing and termination, nor if delivered through customer specific non-Verizon owned data networks for app or IP phone connectivity.

Domestic (US Based) Data Handling Dependency. You must address directly with Microsoft Teams their handling of your data.

12. **Important Service Disclosures**. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICE IS IMPLEMENTED WITHOUT SPECIFIC CONTROLS THAT MAY GENERALLY BE REQUIRED OR CUSTOMARY FOR CUSTOMERS IN ANY PARTICULAR INDUSTRY AND ARE NOT DESIGNED TO SATISFY ANY SPECIFIC LEGAL OBLIGATIONS. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THAT THE SERVICE SATISFIES ANY LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS YOU MAY HAVE. YOU AGREE THAT YOU AND YOUR END USERS WILL USE THE SERVICE IN ACCORDANCE WITH ALL APPLICABLE LAWS AND NOT TO USE THE SERVICE IN ANY MANNER THAT MAY IMPOSE LEGAL, REGULATORY OR CONTRACTUAL OBLIGATIONS ON US, OTHER THAN THOSE WITH WHICH WE HAVE EXPRESSLY AGREED TO COMPLY IN THIS ADDENDUM.

13. **Service.** We grant you a limited, non-exclusive, non-transferable license to use the Service solely as authorized in this Addendum. All rights regarding use of the Service are not expressly granted in this Addendum are reserved by Us and/or any third-party licensors.

    You may not adapt, alter, modify, reverse engineer, de-compile, disassemble, translate, attempt to derive source code from or create derivative works of the Service, or otherwise tamper with or modify any security features or other Service components for any reason (or allow or help anyone else to do so). You also agree to follow all rules and policies applicable to the Service, including the installation of required or automated updates, modifications and obtaining available patches to address security, interoperability and/or performance issues.

Disclaimer of Warranty. THE SERVICE AND THIRD PARTY PRODUCTS ARE PROVIDED **"AS IS"** AND "**AS AVAILABLE**" WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER US, OUR AFFILIATES, OFFICERS, EMPLOYEES, LICENSORS, CONTRACTORS, AND AGENTS (TOGETHER, THE "**VERIZON PARTIES**"), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE VERIZON PARTIES AND ANY THIRD PARTY MOBILE APPLICATION STORE OPERATORS FROM WHICH YOU OR YOUR END USERS DOWNLOAD THE MICROSOFT TEAMS MOBILE APP OR THIRD PARTY PRODUCTS WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSSES OR DAMAGES OF ANY KIND OR ANY SECURITY ISSUES THAT MAY RESULT FROM YOU OR YOUR END USERS USE OF THE SERVICE. NO ADVICE OR INFORMATION GIVEN BY THE VERIZON PARTIES SHALL CREATE ANY WARRANTY HEREUNDER.

Verizon Push to Talk Plus (PTT+) Terms & Conditions

This Agreement is between you as our Customer and Verizon Wireless ("**VZW**") and it sets forth the terms and conditions under which you agree to use and we agree to provide PTT+. By using PTT+, you accept these Terms & Conditions. VZW may change these terms and conditions from time to time. By continuing to use the Service after VZW has notified you of changes, you're agreeing to accept those changes.

1. **Customer Agreement.** For consumers, when you signed up to be a customer of VZW, your company entered into a Customer Agreement with us and PTT+ is subject to all of the terms in that Customer Agreement. For business customers, PTT+ is subject to your company's major account agreement with VZW.
2. **How the Service Works**. You can access PTT+ in the following ways: (i) through a mobile application (the "**Mobile App**"), or (ii) by downloading computer software from the VZW website (the "**Computer Client**"). Not all PTT+ service features are available through all access methods.

2.1 **Service Features.** You can select from several PTT+ service features, including, but not limited to, the following:

- **PTT+ with Dispatch.** Verizon PTT+ with Dispatch is an application that allows instant communication to individuals or groups at the push of a button. With a dispatch console, your corporation's designated users can see group members on a map.
- **PTT+ Group Command.** PTT+ Group Command brings enhanced features such as user check and discreet listening. With user check, you can check the location of a device and also check the battery strength, WiFi and cellular signal strength. With discreet listening, you can listen to a PTT+ conversation for training and other business purposes.

3. **Charges.** Your download of PTT+ will be billed according to the applicable data plan. Your use of PTT+ will be billed according to the monthly recurring fee that you agreed to pay, and use on certain devices will be billed according to the applicable data plan. For a list of those devices that will be billed according to your data plan, please visit http://www.verizonwireless.com/businessportals/support/faqs/DataServices/faq_push_to_talk.html.

4. **Privacy.** VZW may use information about your activity in PTT+, subject to our Privacy Policy, which can be found at http://www.verizon.com/about/privacy/.
5. **Licenses.** You have a limited, non-exclusive, non-transferable license to use PTT+ and the object code version of PTT+'s software solely for the purposes for which it is provided and only in accordance with all documentation provided by VZW or its licensors or suppliers. The software contains some programming, scripts, tools, modules, libraries, components, or other items that were developed using "Open Source" code, and information about these items is available at www.verizon.com/opensource. Nothing in this Agreement will be construed to limit any rights granted under such open source licenses.
   PTT+ with Dispatch and PTT+ Group Command requires use of Google Maps. Use of Google Maps within PTT+ is subject to the Google Maps Terms of Service located at http://maps.google.com/help/terms_maps.html, the Google Legal Notices located at http://www.maps.google.com/help/legalnotices_maps.html, and the Google Privacy Policy, located at http://www.google.com/privacy.html. The Google Terms of Service and Google Legal Notices may be updated from time to time and are incorporated into these Terms and Conditions by reference, as if set forth fully herein. If you do not accept the Google Maps Terms or Google's Privacy Policy, including all limitations and restrictions therein as may be updated by Google from time to time, you may not use PTT+. Your use of the Google Maps service within PTT+ will constitute your acceptance of the Google Maps Terms and Google's Privacy Policy
6. **Consent to Share Location Information.** PTT+ with Dispatch and PTT+ Group Command requires sharing of your Location Information (data that can be used to describe, determine or identify the location of the mobile device you use while accessing PTT+). With your consent, your Location Information will be shared with your employer, for business purposes only.
7. **Additional Terms for Discreet Listening.** The discreet listening feature within PTT+ Group Command permits your employer to discreetly listen into your conversation while you are using the mobile device. By using PTT+, you consent to your mobile device being monitored by your employer and you consent to any person authorized by your employer listening into your conversation for training and other legitimate business purposes. Employers shall restrict access to the discreet listening feature of PTT+ Group Command to only authorized employees, who shall only use the feature during business hours for training and other legitimate business purposes.
8. **Restrictions on Use.** You may not, or allow others to, adapt, alter, modify, de-compile, reverse engineer, translate, or create derivative works of PTT+ or any included software.
9. **Termination**. VZW may terminate or discontinue PTT+ at any time without notice, including if you breach these Terms and Conditions.
10. **Disclaimer of Warranty; Limitation on Liability.** PTT+ AND ANY INCLUDED SOFTWARE IS PROVIDED 'AS IS', WITHOUT WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND BY EITHER VZW OR ITS LICENSORS OR SUPPLIERS. VZW'S LIABILITY SHALL BE LIMITED AS SET FORTH IN THE CUSTOMER AGREEMENT (AND THE LIABILITY OF EACH VZW LICENSOR AND SUPPLIER SHALL BE LIMITED TO THE SAME EXTENT).
11. **Export Control.** You shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and not export, or allow the export or re-export of PTT+ in violation of any such restrictions, laws or regulations. By downloading or using PTT+, you agree to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any restricted country or on any restricted parties list.
12. **Safety.** Please do not endanger yourself and others by using PTT+ while driving or engaging in any other activity that requires your full attention.

Verizon Wireless Network Performance Service Addendum

This Wireless Network Performance Service Addendum (the "Addendum") to the [Insert Name of Agreement] (the "Agreement"), between Cellco Partnership, a Delaware General Partnership doing business as Verizon Wireless, on behalf of itself and its controlled and/or managed affiliates ("Verizon Wireless") and [Insert Name of Customer] ("Customer"), Contract No. xxxx, effective as of xxxxx to which this Addendum is made a part of, together, set forth the terms and conditions governing the use or Wireless Network Performance. Except as otherwise provided in this Addendum, any capitalized but undefined terms used in this Addendum shall have the meanings given such terms in the Agreement.

1. **Service Description**. Verizon Wireless will provide Customer with Wireless Network Performance, which is a self-service tool that provides certain network transparency, including, but not limited to, device, account experience and additional features as described herein (the "Service"). The purpose of this tool is to assist customers make faster decisions with more information about the Verizon network. Key functionalities include near-real time LTE, device and account experience, and site proximity information.

2. **Service Features**. The Service includes basic and premium features. Premium can be added for an additional fee.
   1. **Basic features**. Basic features include the following:
      1. **Ticket Tracking**. Shows the number of network tickets in open status and the number of tickets opened in the last 30 days.
      2. **Unplanned Events**. Near real-time network events displayed on a map, hover over to get more details.
      3. **Planned Maintenance**. Details of planned maintenances in the next 2 weeks (data updates every 30 minutes). Table shows planned maintenance detail for the specific customer.
      4. **Data Usage**. Shows the enterprise level data usage for the time period of the 15th to the 14th of each month.
      5. **Device Models**. Bar chart for the top 10 devices used by the enterprise customer.
      6. **Static Coverage Map**. Verizon static coverage maps for 1X, EVDO, LTE, 5G (where available) AWS, CatM, 1X roaming and EVDO roaming.

2.2. **Premium features**. Premium features include all of the basic features in addition to the following:

1. **Experience**. Single device's overall performance, score trend and anomaly devices. Users can access decision tree to see components making up the score.
2. **Site Proximity**. Shows the azimuth and approximate distance for the nearest servicing nodes
3. **Near-Real Time LTE coverage**. Provides map of LTE and 5G network coverage, updated about every 15 minutes.
4. **Device Location**. Shows the general location (within 1000 meters) of connected 4G and 5G devices
5. **Connected Devices**. Number of devices connected to the network in the last one hour.
6. **Weather Overlays**. Provides weather overlays, including radar from last 2 hours.
7. **Custom map Analytics**. Check network and device analytics in a selected custom service area (Network Event Analytics and Impacted devices).
8. **Service Notifications**. Virtualized self-portal for setting up custom alert on different features.
9. **Service Diagnostics Tool**. Device level troubleshooting reports.

3. **Service Limitations**. The coverage maps depicted are not a guarantee of coverage and may contain areas with no service. These maps reflect a general depiction of predicted and approximate wireless coverage of the Verizon Wireless Network and the networks of other carriers. Even within a coverage area, there are many factors, including a customer's equipment, terrain, proximity to buildings, foliage, and weather that may impact service. An all-digital device will not operate or be able to make 911 calls when digital service is not available. Some of the coverage area includes networks run by other carriers whose coverage depiction is based on their information and public sources, and we cannot ensure its accuracy. Although some alerts displayed on this service may generally impact your coverage area, your wireless service may not be affected. Some alerts reflect scheduled maintenance and have no impact on services. Your authorized contact will receive notifications regarding potential outage impacts.

4. **Customer Obligations.**

1. Customer should use the user's guide before contacting Verizon Wireless for support. The user's guide contains many helpful tools and can be accessed by clicking on the question mark icon in the upper right corner of the tool.
2. Customer must provide its users access to the Wireless Network Performance tool through My Business. Customer acknowledges and agrees that the provision of such access to individual users will allow such users to have access to the Device Location feature, if Customer selects the Premium option. Customer shall be solely responsible for any use by its users of that Device Location functionality, including, but not limited to, providing any training that may be required regarding the appropriate business use of such functionality and ensuring compliance with the terms of section 6 below.

5. **Fees**. Customer can select between the basic and premium packages (the "Fees"). The Fees are set forth in Exhibit A for the features described in Section 2 above. Customer can choose between monthly or annual billing and can choose the auto renewal option. Customer may change its subscription to the Service within the MyBusiness portal as described in this Section 5. If Customer chooses the monthly billing option, Customer can upgrade to the annual billing and such upgrade will be effective at the beginning of the next monthly billing cycle. Customer acknowledges that in the event of such an upgrade, Customer's monthly charge for the current month will not be prorated. If Customer is on the monthly billing plan, the monthly fee will be determined on the billing cycle date based on the number of

active Devices that are on the same profile/Company ID and billing cycle. Any Active devices that are added or removed from Customer's account during a billing cycle will incur the monthly charge associated with such active devices, which will be reflected on the invoice for the following monthly billing cycle. If Customer selects annual billing, Customer will incur a one-time charge that will be included in Customer's next monthly invoice. If Customer requests a change from annual to monthly billing, Customer may only make such a selection at the end of the annual term and prior to such term auto renewing, if Customer selected the auto-renew option. For such a change from annual to monthly billing to be effective, Customer must cancel annual billing at the end of the annual billing term and place a new order for monthly billing. For any Customer requested downgrade from the Premium to Basic package, Customer must cancel the Premium package and place a new order for the Basic package. For any Customer requested upgrade from Basic to the Premium package, the monthly fee will be prorated.

6. **Privacy; Notice and Consent**. **"Mobile Device"** (means any mobile device, including, but not limited to, smartphones, tablets, smartwatches or other wearables, laptops and netbook computers) that Customer provides to its End Users with Verizon Wireless MTNs. **"End User"** means any person (e.g., employee, contractor) to whom Customer has provided a Mobile Device and whose Location Information can be viewed by Customer using the Wireless Network Performance Service. **"Location Information"** means data that can be used to describe, determine or identify the location of the Mobile Device. Location Information may be presented in many forms such as latitude/longitude data, cell site/sector data, WiFi SSID, device signal strength or other format regardless of accuracy, type or source. Customer will be able to access information about all Mobile Devices associated with Customer's Verizon Wireless account.
    1. **Customer will obtain affirmative, opt-in consent from End Users as appropriate to access, use, copy, store, collect or disclose Location Information**. Customer will not access, use, copy, store or disclose any Location Information until the consent outlined below has been obtained. Customer shall ensure that each End User is provided with clear, conspicuous and comprehensive notice about how Location Information will be accessed, used, copied, stored, collected or disclosed by Customer and/or third parties (as applicable) in Customer's privacy policy and ensure that such notice is presented to End Users for acceptance prior to use of the Service and readily available and easily accessible by End Users. Depending upon the type of service and the means by which the notices can be presented to the End User, the notices shall be displayed on a device, a website or a formal written paper contract or other mechanism as appropriate.
    2. **Revocation of Consent**. As appropriate, Customer will ensure that each End User may deny, revoke or withdraw consent, through readily available means and/or mechanisms at any time. If consent is denied, revoked or withdrawn, Customer may not access or collect End User's Location Information or perform any other actions for which the End User's consent has been denied, revoked or withdrawn.
    3. **Use and Storage of Location Information**. Customer may only use Location Information for the sole purpose of using the Service and as provided in the notice to the End User and shall only access, use, disclose and maintain Location Information as long as notice, consent and all other legal and End User requirements have been satisfied and maintained. Location Information shall not be accessed, used, copied, stored or disclosed for any other purpose without the explicit prior consent of the End User. Verizon does not provide Customer with access to any stored Location Information.
    4. **Privacy and Safeguard Considerations**. Customer must implement security measures and safeguards that protect End User privacy and safety. It may be necessary to encrypt Location Information, provide periodic notices to End Users, send reminder messages to End Users, utilize audible, visual or other types of notifications and/or implement report abuse processes as appropriate in order to mitigate the risk of End Users being located without their knowledge and consent.

5. **Record Retention**. Customer must maintain records of any notice, consent and revocation for as long as the Wireless Network Performance Services are in use, plus an additional five (5) years. VZW can request this information at any time and it shall be provided to VZW within seven (7) business days of request.

7. **Customer Representations and Warranties**. Customer understands and agrees that Customer and any Customer agents and representatives may be subject to additional unanticipated obligations and legal requirements as a result of developing, distributing, operating or permitting distribution and/or use of the Service. In addition and supplemental to Customer's compliance with laws and obligations under the Agreement, the Service must, at all times, comply with all applicable federal, state and local government laws, criminal, civil and statutory laws, rules and regulations, industry practices, third party guidelines, policies and requirements, including but not limited to (a) all applicable consumer protection, marketing, data security, export and privacy laws, (b) Federal Trade Commission Privacy Initiatives, and (c) the CTIA Best Practices and Guidelines for Location-Based Services.

verizon

State of Tennessee
Department of General Services Contract #32110-00811
Verizon Wireless Customer Agreement

This Customer Agreement, ("Customer Agreement") between Cellco Partnership d/b/a Verizon Wireless ("Verizon Wireless") and ("Customer") is effective as of the date signed by Customer.

WHEREAS, Customer desires to purchase wireless services and products ("Services") from Verizon Wireless pursuant to the terms and conditions of the State of Tennessee Department of General Services Contract #32110-00811, entered into by the State of Tennessee, Department of General Services Central Procurement Office and Verizon Wireless as of February 1, 2026, as it may be amended from time to time (together with all addendums and attachments 'the agreement').

As defined in the Master Agreement, this Customer Agreement is available to the following entities (Authorized Users):

a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
b. Tennessee local government, its agencies, boards, commissions, instrumentalities, or authorities;
c. the board of trustees of the University of Tennessee system; the Tennessee Board of Regents systems; the state university boards; the Tennessee higher education commission; and the Tennessee student assistance corporation;
d. any private nonprofit institution of higher education chartered in Tennessee; and,
e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3), as amended, and which contracts with the Department of Mental Health and Substance Abuse Services to provide services to the public (Tenn. Code Ann. § 33-2-1001).

THEREFORE, Customer agrees as follows:

This Customer Agreement and the rights and obligations of Customer and Verizon Wireless are governed by the terms and conditions of the Master Agreement and all exhibits included in the agreement, which is incorporated and made part of this Customer Agreement by this reference, and is available at Part of this Customer Agreement by this reference and is available at the State of Tennessee Sourcing Contract page.

Customer agrees to the disclosure of limited account information as part of Verizon Wireless's contractual reporting requirements to the State of Tennessee Department of General Services under 'the agreement'.

Customer is separately and solely liable for all obligations and purchases made under 'the Agreement' including the payment for equipment and services purchased or provided under the Agreement.

Verizon Wireless can terminate this Customer Agreement at any time if it is determined that Customer is not an eligible customer under the agreement within the meaning provided in The Agreement.

Customer designates the following individual(s) (the "Authorized Contact(s)") to purchase equipment, add lines of service, and cancel lines of service under Customer's Verizon Wireless account, and to make other changes to Customer's Verizon Wireless account that financially bind the Customer, in accordance with the terms of this Customer Agreement and the agreement.

The undersigned represents and warrants that he/she is authorized to execute this Customer Agreement on behalf of Customer, and bind Customer to the terms hereof, and that the execution and performance of this Customer Agreement has been duly authorized by all necessary Customer action.

verizon

State of Tennessee
Department of General Services Contract #32110-00811
Verizon Wireless Customer Agreement

Authorized Contact(s) List		
Name	**Phone**	**Email**

Customer Signature Section	
Entity Name	
Authorized Signature	
Printed Name	
Title	
Date	

Verizon Wireless Signature Section	
Name	Cellco Partnership d/b/a Verizon Wireless
Authorized Signature	Clif Miller (Feb 11, 2026 15:30:05 EST)
Printed Name	Clifton Miller Jr.
Title	Sr Director – Contract Management
Date	02/11/2026

The undersigned represents and warrants that he/she is authorized to execute this Customer Agreement on behalf of Customer, and bind Customer to the terms hereof, and that the execution and performance of this Customer Agreement has been duly authorized by all necessary Customer action.

ITEM REPORT

Board of Mayor and Aldermen

Date: September 1, 2026

Item #: 9.A.4.	OMNIA Contract Purchase - Brookside Park Playground Equipment.		
Department:	Parks & Recreation	**Presented By:**	David McGowen
Item Attachments:	1. Brookside Great Southern Rec Quote 2. Brookside Burke Quote		

Purpose:
To provide playground equipment at Brookside Park.

Background:
This is a proposal to provide playground equipment for Brookside Park. We met on site with three playground equipment suppliers and received quotes from two. Both quotes were based on the same basic elements: a 3-bay swing set, a 2–12 year-old play structure and a stand-alone spin/climbing structure. All borders and surfacing are included. The playground will be ADA compliant at completion.

Financial Summary:
This project was discussed at the annual budget workshops. Funds in the amount of $100,000 are available in the parks capital budget for completion of this project.

The quote from Great Southern Recreation totals $90,971.19 and is an OMNIA contract purchase. The quote from Carnes Recreation amounts to $102,225.00 and is a Sourcewell contract purchase. The costs from both vendors were determined by excluding the pavilion and pavilion installation items to allow for an equal comparison.

Staff Recommendation:
Staff recommends awarding the purchase to Great Southern Recreation.

1-800-390-8438
www.GreatSouthernRec.com

Beautiful Outdoor Spaces, we can ALL be proud of.

ORGANIZATION:	City of LaVergne
CONTACT:	Andrew Stophel
ADDRESS:	LaVergne TN
PHONE:	615-971-4086

PROJECT TITLE:	Brookside Park
REVISION:	1
OPTION:	2

Official Quote from Great Southern Recreation

OMNIA PURCHASING CONTRACT: R220203

TERRITORY MANAGER	DATE	TERRITORY	COUNTY	TERMS	COLORS
Kyle Peggram	3.19.26	1	Rutherford	N30	TBD

PART NUMBER	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
R3538776B	1	2-12 Age Group Climbing Structure	$ 33,557.00	$ 33,557.00
PC2476	1	Spin Max Climbing Tower	$ 9,456.00	$ 9,456.00
2123	1	Arch Swing Bay- 2 Seats	$ 3,944.00	$ 3,944.00
2123AB	2	Arch Swing Bay-Add A Bay - 2 Seats	$ 2,255.00	$ 4,510.00
4286-6G	1	6ft Bench with Back-In Ground Mount	$ 1,065.00	$ 1,065.00
1307	1	2-12 Saftey Sign	$ 531.00	$ 531.00
313010	4	Traditional Swing Belt Seat	$ 228.00	$ 912.00
311010	1	Toddler Seat Bucket	$ 482.00	$ 482.00
131410	1	ADA Inclusive Seat	$ 1,345.00	$ 1,345.00
		SUBTOTAL FOR EQUIPMENT		$ 55,802.00
37%		**Certified Southern-built ™ Installation**		$ 20,646.74
SAFETY SURFACE	3213	Engineered Wood Fiber Safety Surface	$ 2.05	$ 6,586.65
		IPEMA Certified Wood Mulch at 12" depth to meet ASTM guidelines		
BORDER	228	12" Interlocking Playground Borders	$ 14.50	$ 3,306.00
RAMP	1	*ADA Half Ramp-connecting to sidewalk if client prefers*	$ 850.00	$ 850.00
HIC TEST	1	*HIC Test by Playforce. Includes Report and data*	$ 2,970.00	$ 2,970.00
DISCOUNT	10%	OMNIA PURCHASING DISCOUNT		$ (5,580.20)
		SUBTOTAL		$ 84,581.19

TAX RATE	EX
SALES TAX	-

BONDS	
EQUIPMENT FREIGHT	5,965.00
SURFACE FREIGHT	425.00

TOTAL	$ 90,971.19

Please Note Exclusions and Expectations on Attached Contract Form

Carnes Recreation, LLC
923 Oldham Dr, PO Box 744
Nolensville, TN 37135

Quote Number: 2674-2
Created Date: 8/20/2026
Expiration Date: 5/13/2026

Project Information

PROJECT MANAGER
Courney Nelson
cnelson@carnesrec.com
615-785-0843

PROJECT LOCATION
Brookside Park
135 Stoneridge Pkwy
LaVergne, TN 37086

Customer Contact
David McGowen
dmcgowen@lavergnetn.gov
615-793-6295

Contract Information
Burke Sourcewell Contract # 101625-BUR
City of La Vergne Sourcewell Account # 19011

Billing & Shipping Information

BILL TO:
City of La Vergne Parks and Recreation Department
5093 Murfreesboro Rd
La Vergne, TN 37086

SHIP TO:
Brookside Park
135 Stoneridge Pkwy
LaVergne, TN 37086

Burke Product Code	Line Item Description	Quantity	Total Price
172-215740-2	Custom Burke Synergy Playground per Proposal	1	$ 46,488.00
172-215740-2	Single Post Swing Assembly Including: (3) Swing Bays & (6) Belt Seats	1	$ 5,315.00
560-2586	Comet I	1	$ 2,536.00
560-2735	Aro Spinning Chair	1	$ 1,582.00
580-0172	6' PVC Traditional Bench with Back	1	$ 826.00
580-0184	PVC Litter Container with Flat Cover	2	$ 1,652.00
580-0176	6' PVC Traditional Picnic Table, Portable	2	$ 3,188.00
DISCOUNT	Sourcewell Volume Discount (7%)	1	$ (4,311.09)
INSTALL	Installation of New Playground Equipment	1	$ 19,552.40
BORDERS	Supply and Installation of Black Plastic Playground Borders - (62) Total **Open Market**	1	$ 6,101.24
SURFACING	Supply and Installation of Filter Fabric - 3,648 sq. ft.	1	$ 3,897.49
SURFACING	Supply and Installation of EWF Surfacing - 136 cu. Yds	1	$ 12,489.24
DISCOUNT	Sourcewell Surfacing Discount (5%)	1	$ (624.46)
132406	Americana Outdoors: Illini Shelter - 20' x 20' **Open Market**	1	$ 24,265.58
INSTALL	Installation of Illini Shelter **Open Market**	1	$ 12,988.74

Total Price:	$	135,946.14
Equipment Freight:	$	3,532.35
Tax:		Tax Exempt
Grand Total:	**$**	**139,478.49**

Carnes Recreation, LLC
923 Oldham Dr, PO Box 744
Nolensville, TN 37135

Quote Number: 2674-2
Created Date: 8/20/2026
Expiration Date: 5/13/2026

Payment Terms

1st Deposit Amount: $ 60,808.26
1st Deposit Due Date: Due within 30 days of Burke equipment ship date

2nd Deposit Amount: $ 78,670.23
2nd Deposit Due Date: Due within 30 days of project completion

To place an order, please review the Terms of Sale below and sign and return this quote.
If applicable, include a copy of your tax exempt certificate to avoide state/local sales taxes.

Terms of Sale

Acceptance by either a signature or a purchase order based on this quotation indicates that you are in full agreement with all terms and conditions of this quotation including the following:

If a mutually agreed upon contractact has been signed, those terms and conditions will supersede these terms and conditions.

Prices are stated in USD and are valid for 30 days. After 30 days, prices are subject to change without notice. Sales tax will be charged unless a copy of a valid Sales Tax Exemption Certificate is presented with order.

Quoted lead times are based on normal production levels. Actual lead times may vary due to quantities ordered, seasonality and higher than normal production levels. Customer will receive an order acknowledgement which will state the anticipated ship date.

Specify all color selections in writing. Any discrepancies that arise due to oral color selections will be the responsibility of the customer. Custom colors, where available, would be an additional charge.

If customer is installing equipment, all equipment is to be installed per manufacturer's instructions and appropriate guidelines such as ASTM and CPSC.

Loss or Damage in Transit: A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of Lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Freight terms are FOB Fond du Lac, WI and charges are predicated on all items being ordered and shipped at the same time. Therefore, once the shipment leaves our plant, we are no longer responsible for any damage, looss or shortage.

Installation, site work, building permits, engineered drawings, etc. are not included unless noted in quotation.

Installation Terms:

A. Carnes Recreation Responsibilities (Applicable if Quoted)
Standard Services Include:
Shipping notification/receiving instructions.
Installation of equipment and materials.
Trash clean up (Not including cost of dumpsters and off-site trash disposal unless noted).
All Burke structure shipments include a FREE maintenance kit (Includes installation booklet, graffiti remover, tools and touch up paint).

Carnes Recreation, LLC
923 Oldham Dr, PO Box 744
Nolensville, TN 37135

Quote Number:	2674-2
Created Date:	8/20/2026
Expiration Date:	5/13/2026

Terms of Sale Continued

B. Optional Responsibilities (Must be clearly outlines in the applicable Carnes Recreation quotation/contract):
Removal of existing equipment.
Underground utility check.
Accept delivery and unload equipment.
Site preparations and grading, drainage systems, etc.
Engineered drawings for purchased equipment.
Other permits or engineered drawings (i.e. zoning permits, environmental permits, site surveys, etc.).
Provision of temporary fencing.

All other responsibilities must be clearly outlined in the applicable quotation/contract

Building Permits:
Building permits are the responsibility of the owner. If a building permit is required for your project, there will be an administrative, expeditor, and application fee included on project quote. This fee does not include the cost of the actual permit. Customer will be charged "actual permit" cost on final invoice.

NOTE - All zoning, planning, environmental, etc. permits and approvals are the responsibility of others.

Other Notes:
Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the oblication of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage such as providing plywood over sod for access. If access is not reasonably close to the jobise, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or underground obstructions such as rock, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed in conjunction with safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Acceptance

Accepted & Approved

The undersigned hereby agrees to the charges isted in this quotation and to the attached terms and conditions. An order will be placed in accordance to this quotation unless otherwise noted.

Signed: _____ **Dated:** _____
Print Full Name & Title: _____

ITEM REPORT

Board of Mayor and Aldermen

Date: September 1, 2026

Item #: 9.B.	Approve Contract with the Regional Transportation Authority for the Provision of Commuter Bus Service for Fiscal Year 2026-2027.		
Department:	City Administrator	**Presented By:**	Bruce Richardson
Item Attachments:	1. FY27 #86 - City of La Vergne - Bus Service Contract		

Purpose:
This is the annual contract with the RTA for the bus service that goes through La Vergne between Nashville and Smyrna.

Background:
This is the annual contract for La Vergne's share of the costs for the regional bus service through La Vergne. The cost this year is higher due to the La Vergne reserves being used in previous years.

Financial Summary:
La Vergne's share of the subsidy for the bus service is $25,100. The city budgeted a total of $23,850 based on a preliminary estimate for the contract and annual dues. A future budget amendment may be needed.

Staff Recommendation:
Staff recommends approval.

WeGo Public Transit

A Service of RTA

June 3, 2026

430 Myatt Drive
Nashville, TN 37115
WeGoTransit.com
615-862-5969

Randall Hutto, Chair
Mayor Wilson County

Paige Brown, Vice Chair
Mayor City of Gallatin

Edward Cole, Secretary
Governor Appointee
Davidson County

Stephen G. Bland
Chief Executive Officer

Debbie Frank
Deputy CEO
Growth and Development

Amanda Vandegrift
Deputy CEO
Finance and Administration

Andy Burke
Chief Operating Officer

Vince Malone
Chief of Staff & Administration

Nick Oldham
Chief Safety & Security Officer

Mayor Cole —

The Regional Transportation Authority of Middle Tennessee (RTA) was established in 1988 pursuant to Section 64-8-101, Tennessee Code Annotated,
to serve the counties of Davidson, Sumner, Williamson, Wilson, Robertson,
Cheatham, Maury, Dickson, and Rutherford for the following purposes:

• to plan, finance, construct, operate, maintain, and manage mass transit systems in response to the growing need for regional solutions to traffic congestion; and

• to develop multimodal transportation necessary for economic growth and environmental sustainability.

Because of your continued support, RTA can continue to provide transportation services that will help us make a difference long term.

The time has come to renew the annual Commuter Bus Service contract for the 86X Smyrna/ Lavergne services for FY27 (July 1,2026, to June 30, 2027).

I have attached the following documents for your review:

- Cover letter
- The proposed FY27 service contract
- The proposed FY27 service budget(s)
- The invoice for your FY27 subsidy support of $25,100
- The route schedule(s) with map

Once you have approved the bus service contract, please sign and return it to me by
email. An electronic copy of the fully executed contract will be returned to you by email once our CEO signs it.

Feel free to contact me if you have any questions.

Regards,

Melissa Brown
Grants and Special Projects Coordinator
Wego Public Transit | RTA of Middle Tennessee
430 Myatt Drive, Nashville, TN 37115
Direct: 615-880-3581, Fax: 615-862-4127
melissa.brown@nashville.gov

CONTRACT NO. 20270331-CLV
BETWEEN
REGIONAL TRANSPORTATION AUTHORITY
AND
CITY OF LAVERGNE

This Contract, entered on the 1st Day of July 2026, by and between the Regional Transportation Authority, located at 430 Myatt Drive, Nashville TN 37115, (hereinafter "RTA"), and the City of LaVergne, located at 5093 Murfreesboro Road, LaVergne, TN 37086, (hereinafter "the City"). This contract is for the provision of Commuter Bus Service (hereinafter "Service(s)") between Nashville/Davidson County and the City of LaVergne.

The RTA was established pursuant to statutory law enacted by the Tennessee General Assembly, T.C.A. 64-8-101 et seq.

A. SCOPE OF SERVICES

The RTA shall provide Service between Nashville/Davidson County, and City of LaVergne, Tennessee. The City shall have no obligation for Services rendered by the RTA which are not performed within the specified period or between the specified route terminuses.

B. TERM

The Contract term start date shall be July 1, 2026; the Contract end date shall be June 30, 2027.

C. PAYMENT

In consideration for RTA's provision of Services, the City shall provide RTA with the amount of twenty-five thousand one hundred dollars ($25,100.00 payment due).

The RTA shall invoice the City for its route subsidy share as stated above and shown in Attachments 1 & 2. RTA will send the city a lump sum invoice in the amount of $25,100.00 to be paid directly to RTA. The amount represents the full amount owed to RTA by the City.

The City shall send payment to RTA, 430 Myatt Drive, Nashville, TN 37115, ATTN: Accounting Department.

D. STANDARD TERMS AND CONDITIONS

1. Neither RTA nor the City are bound by this Contract until it is executed by the parties.
2. This Contract may be modified only by a written amendment executed by all parties hereto.
3. The RTA may terminate this Contract and the Service obligations if adequate Grant Funds are not available to continue the Service. In the event of termination, the City shall receive a share of any of their route subsidy that remains. The reimbursement will be determined by dividing the $25,100.00.00 by 12 and multiplying that amount by the number of months the city did not receive Service.
4. The RTA warrants that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the RTA on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The RTA shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
5. The RTA warrants that no part of the Contract amount shall be paid directly or indirectly to an employee or official of City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, or consultant to the RTA in connection with any work contemplated or performed relative to this Contract.
6. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee.
7. As part of the RTA yearly audit, a full audit of this project will be conducted by an outside auditing firm and made available to the city. All financial records will be consistent with internal accounting procedures.

IN WITNESS WHEREOF, as of the date written above, the parties have caused this Contract to be signed by their duly authorized representatives.

Regional Transportation Authority	City of LaVergne
Stephen G. Bland, CEO	
_____	_____
Date	Date

WeGo Public Transit

Murfreesboro/Smyrna/LaVergne Consolidated (84X) Commuter Bus Services

FY2027 Forecast Budget

	FY2027 JUL - DEC 84X	FY2027 JUL - DEC 86X	FY2027 JAN - JUN Combined
Days of Service [365 days - 104 days in weekends - 7 weekday holidays]	126	126	128
Number of Daily Trips	23	7	25
Ridership (estimate)	14,598	4,233	18,365
Operating Hours per Day (including deadhead)	43.19	15.70	58.89
Cost per hour of Service	$135.00	$135.00	$135.00
TOTAL Daily Cost of Service	$5,831	$2,120	$7,950
Cost of Service			
Cost of Runs [hrs/day X Cost/hr X 254 days]	734,662	267,057	1,017,619
Board-Initiated Bus RESERVE	(41,109)	20,640	(41,110)
Total Costs	693,553	287,697	976,509
Estimated Revenues			
Estimated Cash Fares/Pass Sales	48,554	20,141	68,362
CARES ACT Funding to "Keep Service Whole"			0
ADD: **CMAQ Funding**			
Federal	433,429	179,793	610,260
TDOT Match on CMAQ	54,179	22,474	76,282
TDOT Operating Subsidy	53,961	22,384	75,975
Total Estimated Revenues	590,123	244,792	830,879
*Estimated **Net** Cost*	103,430	42,905	145,630
Regional Subsidies *			
City of Murfreesboro	38,650		40,100
MTSU	31,200		33,375
Town of Smyrna		12,451	12,649
City of Lavergne		12,451	12,649
Rutherford County	16,790	9,001	23,429
Davidson County	16,790	9,002	23,428
Total Partner Contributions	103,430	42,905	145,630
Balance	0	0	0

* *includes funds contributed to or taken from respective RESERVE*

https://metronashville.sharepoint.com/sites/FinanceAccounting/Shared Documents/Grants Management/RTA/Coordinator Activities/4-BUS Partner Subsidy & Dues/FY27/3.Partner Budgets FY2027/

WeGo Public Transit

INVOICE
FY27-LAVGN
05/20/26

TO: CITY OF LAVERGNE
5093 MURFREESBORO ROAD
LAVERGNE, TN 37086
ATTN: JASON COLE, MAYOR

FROM: Regional Transportation Authority
430 Myatt Drive
Nashville, TN 37115
615-862-5969

	Description of Charges	AMOUNT
05/20/26	ANNUAL PARTNER SUBSIDY FOR COMMUTER BUS SERVICES FOR ROUTE 86X-SMYRNA/LAVERGNE FOR THE PERIOD JULY 1, 2026 THRU JUNE 30, 2027	$25,100.00
	QUESTIONS REGARDING THIS INVOICE PLEASE CONTACT Melissa Brown @ melissa.brown@nashville.gov	
Please send remittance to REGIONAL TRANSPORTATION AUTHORITY	**TOTAL**	$25,100.00

Weekdays to Nashville

4	3	1
Stars and Strikes	Rebecca Way	Duff/Central
5:44	5:49	6:45
6:05	6:10	7:15
6:30	6:35	7:45

Bold times denote p.m. hours.

Weekdays from Nashville

1	2	3	4
Duff/Central Bay 7	Greyhound Bus Station	Sunset Street	Stars and Strikes
3:25	3:37	4:25	4:31
3:55	4:09	5:01	5:07
4:25	4:40	5:33	5:39
4:55	5:10	6:03	6:09

The bus may leave this stop early.

No service Saturdays, Sundays or holidays.

ADA

WeGo Public Transit makes reasonable accommodations in order for individuals with disabilities to fully use transit services. All requests should be made in advance by filling out and submitting a Reasonable Accommodation Request form. For more information on Reasonable Accommodations, visit WeGoTransit.com.

Title VI

Title VI of the Civil Rights Act of 1964 states that "No Person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." For more information on Title VI, visit WeGoTransit.com.

Regional Fares

1-Ride Regional Bus $4.25
1-Ride Regional Bus Discounted*...$2.00
20-Ride Regional Bus $73.50
Star Shuttles (Routes 64 & 93) ...Free

Active military and veterans ride free with military ID.

Children age 4 and younger ride free.

*Youth, seniors, persons with disabilities, and medicare cardholders may be eligible for discounted fares and passes. Apply at Duff/Central.

QuickTicket is WeGo's fare payment system, available as a reloadable card or the QuickTicket by WeGo app. Exact cash is also accepted on the bus. However, no change, change cards, transfers, or on-bus passes will be given. Customers can also use their contactless credit card, debit card, or mobile wallet to ride with WeGo, using tap-to-pay.

For more information on QuickTicket, visit QuickTicketTN.com.

For More Information

Customer Care
615-862-5950
6:30 a.m. to 8:00 p.m. – Monday-Friday
8:00 a.m. to 5:00 p.m. – Saturday
10:30 a.m. to 2:30 p.m. – Sunday

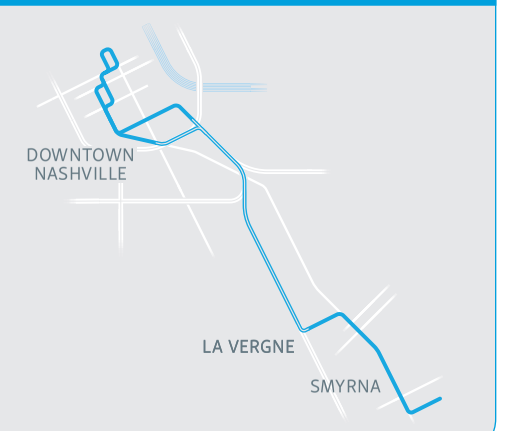
Elizabeth Duff Transit Center at WeGo Central
400 Dr. Martin L. King Jr. Blvd.
4:45 a.m. to 1:15 a.m. – Daily

Administrative Offices
615-862-5969
430 Myatt Drive
8:00 a.m. to 4:30 p.m. – Monday-Friday
Closed weekends and holidays

Stay Connected

WeGoTransit
@WeGoTransit
@WeGoTransit
WeGoTransit.com
WeGoTransit.com/ride/alerts
customer.comments@nashville.gov

86
Smyrna/La Vergne



WeGo Public Transit

January 4, 2026

86
Smyrna/ La Vergne

ITEM REPORT

Board of Mayor and Aldermen

Date: September 1, 2026

Item #: 9.C.	Approve an Intergovernmental Agreement with the Metropolitan Government of Nashville and Davidson County, Acting by and Through the Metropolitan Police Department for the Distribution of Certain Funds Granted by the State of Tennessee Pursuant to Grant Contract #49530 for Internet Crimes Against Children (ICAC) Investigations.		
Department:	Police	**Presented By:**	Christopher Moews
Item Attachments:	1. Intergovernmental Agreement - Metro Nashville - ICAC Investigations		

Purpose:
Approval of a three-year agreement with the Metropolitan Nashville Police Department (MNPD) for participation in the State Internet Crimes Against Children (ICAC) Grant Program. The agreement provides the La Vergne Police Department with $10,000 per fiscal year for three years to support eligible ICAC-related equipment, training, and licensing expenses.

Background:
The La Vergne Police Department has been selected to receive funding through MNPD's 2026–2029 State Internet Crimes Against Children (ICAC) Grant Program. Under the agreement, the department will receive $10,000 per fiscal year for three years, for a total potential award of $30,000. Grant funds may be used for approved equipment purchases, training expenses, and applicable software or license renewals that support ICAC-related investigations and operations. Detective Boleyjack will serve as the department's liaison with MNPD for administration and coordination of the grant. Approval of the agreement will allow the department to participate in the grant program and utilize the awarded funding in accordance with applicable grant and contractual requirements.

Financial Summary:
The La Vergne Police Department will receive $10,000 annually for three fiscal years, for a total grant award of $30,000.

Staff Recommendation:
Staff recommends approval.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, ACTING BY AND THROUGH
THE METROPOLITAN NASHVILLE POLICE DEPARTMENT,
AND
THE CITY OF LaVergne, ACTING BY AND THROUGH
THE LAVERGNE POLICE DEPARTMENT

This intergovernmental agreement by and between The Metropolitan Government of Nashville and Davidson County (hereinafter "Metropolitan Government" or "Metro"), by and through the Metropolitan Nashville Police Department (hereinafter "MNPD"), and the City of LaVergne, by and through the LaVergne Police Department (hereinafter "Grantee"), is to establish terms for the distribution of certain funds granted by the State of Tennessee to the Metropolitan Government pursuant to Grant Contract Number 49530, as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF PROGRAM:

A.1. Pursuant to Grant Contract Number 49530, Metro will distribute funds to surrounding Middle Tennessee Internet Crimes Against Children ("I.C.A.C.") agencies for the following:

- Equipment that will be used solely for I.C.A.C. investigations, as listed in Exhibit A to this Intergovernmental Agreement;
- Training to assist the agency in I.C.A.C. investigations; and
- Travel associated with I.C.A.C. training.

B. TERM OF AGREEMENT:

B.1. Term of Agreement. The term of this Agreement shall be for a period of three (3) years, commencing on August 1, 2026 and ending on June 30, 2029.

The Grantee hereby acknowledges and affirms that Metro shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Agreement exceed ten thousand dollars ($10,000) per fiscal year. This amount shall constitute the maximum amount to be provided to the Grantee by Metro pursuant to this Agreement.

C.2. Payment Methodology. The Grantee will send a reimbursement request to MNPD, along with copies of invoices for eligible expenditures. Requests for reimbursement shall be sent by Grantee to MNPD on a monthly basis until the maximum amount of $10,000 has been exhausted. Metro will reimburse Grantee for eligible expenditures.

C.3. Payment of Invoice. The payment of any funds by Metro shall not prejudice Metro's right to object to any matter in relation thereto. Such payment by Metro shall neither be construed as an approval of any of the costs included therein.

C.4. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, to constitute unallowable costs.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. Metro is not bound by this Agreement until it is approved by the appropriate

Metro representatives as indicated on the signature page of this Agreement.

D.2. Modification and Amendment. This Agreement may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.

D.3. Termination for Cause. Should the Grantee fail to properly perform its obligations under this Agreement or if the Grantee violates any terms of this Agreement, Metro shall have the right to immediately terminate the Agreement and the Grantee shall return to Metro any and all monies for services or programs under the Agreement expended for purposes contrary to the terms of the Agreement. Such termination shall not relieve the Grantee of any liability to Metro for damages sustained by virtue of any breach by the Grantee.

D.4. Termination for Convenience. Metro may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by Metro. Metro shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall Metro be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which Metro is liable shall be determined by Metro. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for Metro's exercise of its right to terminate for convenience.

D.5. Subcontracting. The Grantee shall not assign this Agreement without obtaining the prior written approval of Metro.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Agreement.

D.7. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Public Accountability. If the Grantee is subject to Tennessee Code Annotated § 8-4-401 *et seq*., or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which Grantees of services may present grievances about the operation of the service program. The Grantee shall display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A GRANTEE OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with all necessary signs.

D.9. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.10. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with Tennessee Code Annotated §§ 10-7-404 or 10-7-202, as appropriate. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board ("GASB") Accounting Standards or the Financial Accounting Standards Board ("FASB") Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control – Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.11. Monitoring. The Grantee's activities conducted, and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by the Metropolitan Government. The Grantee shall make all audit, accounting, or financial records, notes, and other documents pertinent to this Agreement available for review by Metro, upon request, during normal working hours.

D.12. Electronic Payment. Metro requires as a condition of this Agreement that the Grantee shall complete and sign Metro's form authorizing electronic payments to the Grantee (Exhibit B). The Grantee will have thirty (30) days to complete, sign, and return Exhibit B. Thereafter, all payments to the Grantee, under this or any other contract the Grantee has with Metro, must be made electronically.

D.13. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Agreement.

D.14. Insurance. The Grantee agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Agreement.

D.15. Metro Liability. Metro shall have no liability except as specifically provided in this Agreement. Metro shall not be liable for any claims related to equipment, services, or travel purchased by Grantee with funds obtained pursuant to this Agreement.

D.16. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Grantee and Metro or to create the relationship of principal and agent between or among the Grantee and Metro. The Grantee shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

D.17. Indemnification and Hold Harmless.

(a) Metro will not indemnify, defend or hold harmless in any fashion the Grantee from any claims, regardless of any language in any attachment or other document that the Grantee may provide. The Metropolitan Government and Grantee are political subdivisions of the State of Tennessee.

(c) Grantee shall pay Metro any expenses incurred as a result of Grantee's failure to fulfill any obligation in a professional and timely manner under this Agreement.

(d) Grantee's duties under this section shall survive the termination or expiration of the Agreement.

D.18. Force Majeure. The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.19. State, Local and Federal Compliance. The Grantee agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

D.20. Governing Law and Venue. The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Agreement shall be in the courts of Davidson County, Tennessee.

D.21. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.22. Headings. Section headings are for reference purposes only and shall not be construed as part of this Agreement.

D. 23. Assignment—Consent Required. The provisions of this agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Grantee under this contract, neither this contract nor any of the rights and obligations of Grantee hereunder shall be assigned or transferred in whole or in part without the prior written consent of Metro. Any such assignment or transfer shall not release Grantee from its obligations hereunder. Notice of assignment of any rights to money due to Grantee under this Contract must be sent to the attention of the Metropolitan Nashville Police Department.

D.24. Gratuities and Kickbacks. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparations of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim

or controversy in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from participation in Metropolitan Government contracts.

D.25. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Grantee required or contemplated by this Agreement shall be in writing and shall be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro:

Captain Johnnie Melzoni
Email address: Johnnie.Melzoni@nashville.gov

Metropolitan Nashville Police Department
600 Murfreesboro Pike
Nashville, TN 37210
Telephone Number: (615) 862-7919
Fax Number: (615) 880-3271

Grantee:

Lieutenant David Durham
Email address: ddurham@lavergnetn.gov

LaVergne Police Department
5093 Murfreesboro Rd,
LaVergne, TN 37086
Telephone Number: (615) 2878695
Fax Number: (615) 793-6025

D.26. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts

under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.27. Records Access. The funding authorities, including Metro, OCJP, the U.S. Department of Justice the Comptroller General of the United States, or any of their duly- authorized representatives, may have access, for purpose of audit and examination, to any records pertinent to the grant upon demand.

D. 28. Service/ Time Records. Service and time records should include at a minimum:

a. Hours and dates worked on the project for each professional service contract position/ staff person.
b. A description of services performed for each professional service contract position/ staff person; and
c. Records of actual supplies used and/ or operating expenses incurred that are allowable under the subcontract.

D.29. Patents and Copyrights. OCJP and/or the U.S. Department of Justice shall have irrevocable, nonexclusive royalty-free license to any invention and to reproduce, publish, and use any materials, in whole or in part, and authorize others to do so, which are produced utilizing federal and/or state funds provided under the terms of a sub-grant.

D.30 Disclosure of Personally Identifiable Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that comes to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.

D. 31. Restriction Regarding Non-Disclosure Agreements related to Confidentiality and Reporting Waste, Fraud, and Abuse. No Grantee under this subcontract or subaward or entity that receives any funds under this agreement, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud, and abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making the award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this subaward or contract, the Grantee

   a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

   b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or

purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the Grantee does or is authorized to make further subawards or contracts under this subaward,

   a. It represents that:

      (1) It has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements form employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

      (2) It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

   b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Effective Date. This Agreement shall not be binding upon the parties until it has been signed first by the Grantee and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

METROPOLITAN NASHVILLE POLICE DEPARTMENT:

_____

Chief John Drake

APPROVED AS TO AVAILABILITY OF FUNDS:

_____

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

_____

Metropolitan Attorney

APPROVED AS TO RISK AND INSURANCE:

_____

Director of Insurance

ATTEST:

_____

Metropolitan Clerk

CITY OF LA VERGNE:

By: _____

Title: _____

Sworn to and subscribed to before me, a Notary Public, on this day _____of _____, 2026.

NOTARY PUBLIC:

_____

My commission expires on

_____

ITEM REPORT

Board of Mayor and Aldermen

Date: September 1, 2026

Item #: 9.D.	Approve Final Change Order #3 with W&O Construction Company, Inc. for the Water System SCADA Upgrades Project.		
Department:	Engineering	**Presented By:**	Kyle Brown
Item Attachments:	1. Change Order #3 - Final - Water System SCADA Upgrades Project		

Purpose:
This will be the final change order to adjust the contract price to reflect the final contract amount, which is less than the original contract amount.

Background:
Please see the attached packet and letter from Jaimi Ensey, with Griggs and Maloney, explaining the change order.

Financial Summary:
This final change order will decrease the total contract cost by $2,158.00. The new contract price is $5,117,904.00.

Staff Recommendation:
Staff recommends approval.

GRIGGS & MALONEY
INCORPORATED
Engineering & Environmental Consulting

P.O. Box 2968
Murfreesboro, TN 37133-2968
(615) 895-8221
Fax: (615) 895-0632

August 7, 2026

Mr. Kyle Brown P.E.
Assistant City Administrator
City of La Vergne
5093 Murfreesboro Road
La Vergne, Tennessee 37086

RE: WATER SYSTEM SCADA UPGRADES – CHANGE ORDER #3 (FINAL ADJUSTING CONTRACT PRICE)
CITY OF LA VERGNE, TENNESSEE
G&M FILE #442-116; TDEC DW20230938; UTILITY ID 1745 ARP DW-COSTD-1

Dear Mr. Brown,

Please find enclosed the Change Order #3 Packet for the Water System SCADA Upgrades project, which is the "Final Adjusting Change Order" to establish the final Contract Price for Project Closeout. The overall, final Contract Price is based on adjustment of the Unit Price Bid Form quantities to reflect the scope of work installed during the project. The FF&E Allowance amount was not used in full and the unused balance has been deducted, resulting in a decrease of $2,158.00 in the current Contract Price established by Change Order #2 for a final Contract Price of $5,117,904.00.

Please do not hesitate to contact me if you have any questions or concerns at 615-895-8221 or jensey@griggsandmaloney.com.

Sincerely,
GRIGGS & MALONEY, INC.

Jaimi Ensey

Jaimi E. Ensey, P.E.

Encl: Change Order #3 C-941 Form (1 page)
Contract Unit Price Quantities Spreadsheet (1 page)

Copy: Mr. Bruce Richardson, City of La Vergne
Mr. Joshua Miller, City of La Vergne
Mr. Ryan Maloney, Griggs and Maloney, Inc.

SECTION 00941

CHANGE ORDER

Change Order No. 3 - Final

Date of Issuance:		**Effective Date:**	
Owner:	City of La Vergne	**Owner's Contract No.:**	442-116
Contractor:	W&O Construction Co., Inc.	**Contractor's Project No.:**	
Engineer:	Griggs & Maloney, Inc.	**Engineer's Project No.:**	442-116
Project:	Water System SCADA Upgrades	**Contract Name:**	Water System SCADA Upgrades

The Contract is modified as follows upon execution of this Change Order:

Description: This change order includes the final contract adjustment price based on final installed quantities of each unit price bid item and/or allowance amounts based on actual costs as per the Contract.

Attachments: Cover letter and Spreadsheet for Contract Price adjusted based on final, installed quantities to date.

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $ 4,891,532.00	Original Contract Times: Substantial Completion: 695 days -- March 27, 2026 Ready for Final Payment: 730 days -- May 1, 2026 days or dates
[Increase] ~~[Decrease]~~ from previously approved Change Orders No. 1 to No. 2: $ 3,405.00	~~[Increase]~~ [Decrease] from previously approved Change Orders No. 1 to No. 2: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: $ 5,120,062.00	Contract Times prior to this Change Order: Substantial Completion: 695 days -- March 27, 2026 Ready for Final Payment: 730 days -- May 1, 2026 days or dates
~~[Increase]~~ [Decrease] of this Change Order: $ 2,158.00	[Increase] [~~Decrease~~] of this Change Order: Substantial Completion: 95 days Ready for Final Payment: 105 days days or dates
Contract Price incorporating this Change Order: $ 5,117,904.00	Contract Times with all approved Change Orders: Substantial Completion: 790 days – June 30, 2026 Ready for Final Payment: 835 days – August 14, 2026 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Jaimi Ensey	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Engineer	Title:	Title:
Date: 8/7/26	Date	Date

Approved by Funding Agency (if applicable)

By: Date:

Title:

END OF SECTION 00941

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

WATER SYSTEM SCADA UPGRADES
LA VERGNE, TENNESSEE
CHANGE ORDER #3
FINAL INSTALLED CONTRACT QUANTITIES
AUGUST 8, 2026

Item No.	Description	Unit Price	Unit	Original Contract based on Bid Form		Final Contract based on Actual Installation	
				Estimated Quantity	Amount	Final Quantity	Amount
1	General Conditions, including but not limited to mobilizations, demobilizations, overhead, profit, subcontractor/System Integrator coordination, all fees (e.g. Bond Fees, Insurance, Permits) (Ref Section 01025, Para. 3.03.B)	$1,050,215.00	LS	1	$1,050,215.00	1	$1,050,215.00
2	Water Treatment Plant Site upgrades complete-in-place, includes but not limited to all work in and around the administrative offices, each Filter Plant building, Raw Water Intake, Electrical Building, High Service Pumps Vault, Lagoon area	$980,840.00	LS	1	$980,840.00	1	$980,840.00
3	Sanders Drive Ground Tanks Site upgrades complete-in-place	$59,422.00	LS	1	$59,422.00	1	$59,422.00
4	Sanford Knob Ground Tank Site upgrades complete-in-place	$76,608.00	LS	1	$76,608.00	1	$76,608.00
5	McFarlin Elevated Tank Site upgrades complete-in-place	$64,390.00	LS	1	$64,390.00	1	$64,390.00
6	Mason Road Booster Pump Station Site upgrades complete-in-place	$63,336.00	LS	1	$63,336.00	1	$63,336.00
7	Waldron Road Booster Pump Station Site upgrades complete-in-place	$63,138.00	LS	1	$63,138.00	1	$63,138.00
8	Lake Road Booster Pump Station site upgrades complete-in-place	$72,944.00	LS	1	$72,944.00	1	$72,944.00
9	Chaney Woods Pressure Regulating Station site upgrades complete-in-place	$66,013.00	LS	1	$66,013.00	1	$66,013.00
10	Farmingdale Pressure Regulating Station site upgrades complete-in-place	$69,626.00	LS	1	$69,626.00	1	$69,626.00
11	System Integrator Allowance per Specification Section 01025, Section 16900, Appendix A, & the Plans, including WaterMinds Visualization Setup & 1st Year Subscription Cost	$2,300,000.00	LS	1	$2,300,000.00	1	$2,300,000.00
12	FF&E Allowance per Specification Section 01025, Appendix D, and the Plans.	$25,000.00	LS	1	$25,000.00	1	$25,000.00
CO#1	Replacement of Corroded Transfomer in Fluoride Room/Relocated to WTP1 Electrical Room, Additional underground raceways from Elec Building to Lagoon PS & from Entrance Gate to Grinder PS, Replacement of 5 New HSP VFDs & SCADA Integration	$225,125.00	LS	1	$225,125.00	1	$225,125.00
CO#2	Electrical Work and SCADA Integration for bringing Bleach Bulk to Day Tanks Transfer Pump into SCADA System for monitoring	$3,405.00	LS	1	$3,405.00	1	$3,405.00
CO#3	Final adjustment to #12-FF&E Allowance based on actual costs spent	-$2,158.00	LS	0	$0.00	1	-$2,158.00
TOTAL CONTRACT AMOUNT				$5,120,062.00		$5,117,904.00	
CO #3 Net Difference				***-$2,158.00***			

ITEM REPORT

Board of Mayor and Aldermen

Date: September 1, 2026

Item #: 9.E.	Approve Resurfacing of the Mankin Park Walking Trail.		
Department:	Parks & Recreation	**Presented By:**	David McGowen
Item Attachments:	1. PROPOSAL- Mankin Park- 8-10-26		

Purpose:
This is a request to resurface the walking trail at Mankin Park.

Background:
This is a proposal from Hawkins Paving to resurface the walking trail at Mankin Park. This was discussed and approved during the annual fiscal year budget workshops. Hawkins has the paving contract for the city.

The concrete work needed to bring the project up to ADA standards will br brought back to the board for approval at a later time.

Financial Summary:
The proposed cost is $30,000 for resurfacing the trail. A total of $40,000 was budgeted in the Parks Capital Projects Fund.

Staff Recommendation:
Staff recommends approval.

PROPOSAL

P.O. Box 292 · 6013 Highway 64 E
Wartrace, TN 37183
(931) 389-9671

Organization: Lavergne Parks and Rec | Proposal Submitted: Andrew Stophel | Phone: 615-971-4086 | Date: 8/10/26

Email: | Job Name: Mankin Park

City, State and Zip Code: | Job Location: Lavergne

Estimator: Nolen Spencer | Date of Plans: **No Plans** | TDOT BBMI $751.15

We agree to furnish all Labor, Equipment and Materials to complete the following work:

ASPHALT PAVEMENT

Light Duty Pavement:

- Remove/ Mill asphalt as needed and haul off spoils
- Lay an average of **1.25"** of asphalt topping and compact (**800 sq yds**)
  - Cost ---------- **$30,000.00**

NOTE:

- No grade staking or blue topping included in price
- No prep of existing rock is included in this quote.
- No base stone is included in this quote.
- If there is an overrun of materials due to circumstances beyond Hawkins Asphalt Paving, LLC control unit prices will be added for any amount of overrun used (Improper grades, additional areas, build areas up, etc.)
- No landscaping, seeding, or sodding included in quote(s)
- No clean up from another contractor's work is included in quote(s)
- Hawkins Asphalt is not liable for damages due to construction traffic
- No pipe bollard(s) included in this quote
- No signs included in quote(s)
- Due to the flat grades on this project, small water pockets may be visible

- Hawkins Asphalt Paving, LLC is not responsible for damages to new asphalt pavement which may result from settlement of poor sub grade conditions due to sub grade being prepared by another contractor (or if utility trenches under asphalt pavement are not backfilled and compacted properly)
- Price(s) includes one (1) mobilization for paving crew; any additional mobilizations required, for reasons beyond Hawkins Asphalt Paving, LLC control, shall be at a rate of $4,500.00/each
- Hawkins Asphalt Paving, LLC will make every effort to perform work in a timely manner, but is not responsible for loss of business
- To insure stability of new asphalt pavement, some base stone will be exposed on both sides of driveway/parking area
- Areas where asphalt must be worked by hand versus mechanical equipment may have a different textured surface
- Hawkins Asphalt Paving, LLC is not responsible for any form of the following: asphalt cracking, water pockets, erosion control, or drainage problems
- Hawkins Asphalt Paving, LLC is not responsible for any form of asphalt settlement, underground utility damage, or vegetation growth
- Quote does not include any work that is not specifically stated in this proposal
- The above prices are based upon monthly TDOT BBMI prices. If the bituminous material index increases or decreases 5% more or less Hawkins asphalt will adjust accordingly, we also reserve the right to review and amend the base bid to recover any fuel or materials product increases over 10% from original base bid

If accepted, please sign and return the original copy for scheduling

Payment is due upon job completion. Failure to pay **promptly** will result in interest charges accrued at the rate of 1.5% for each thirty days or portion thereof that bill remains unpaid beginning no later than ten days following completion of job.

All material is guaranteed to be as specified for a period of one (1) year from the original date of completion. All work to be completed in a work-man like manner according to standard practices. Any alteration or deviation from above specifications involving extra cost (mass rock excavation, consequential damages resulting from underground utilities, excavation of unsuitable sub-grade material, underground aquifers, etc) will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by the Workmen's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above. In the event that default is made in payment of the amount due to Hawkins Asphalt Paving, LLC pursuant to this agreement, I agree to pay all costs of collections, including attorney's fees reasonably incurred, which in no event shall be less than 35% of the amount due. Any action, suit, or proceeding at law or in equity shall not be had or maintained under this contract unless same be commenced within one year from date of substantial completion of this job.

Date of Acceptance: _____ Signature: _____

ITEM REPORT

Board of Mayor and Aldermen

Date: September 1, 2026

Item #: 9.F.	Approve the Cybersecurity Response Plan for The City of La Vergne.		
Department:	Information Technology	**Presented By:**	Glenn Green
Item Attachments:	None		

Purpose:
Tennessee Code Annotated, Title 7, Chapter 51 requires the city to adopt a Cyber Security Response Plan and reapprove it every two years. The plan was prepared by the city's cyber security partner CyberGard (ThinkGard) and is based off the Department of Homeland Security guidelines.

Background:
Tennessee Code Annotated, Title 7, Chapter 51 requires any municipal-owned utility that provides electric, natural gas, or propane services to the public and any entity subject to the jurisdiction of either the Water and Wastewater Financing Board or the Utility Management Review Board to prepare and implement a cyber security plan to provide for the protection of the utility's facilities from unauthorized use, alteration, ransom, or destruction of electronic data.

Please note that we are not attaching a copy of the plan to the electronic packets. We will provide paper copies at the workshop. For risk management purposes, we feel that this is critical security information that should not be released online for just anyone to read and possibly use to attack our systems.

Financial Summary:
None.

Staff Recommendation:
Staff recommends approval.

ITEM REPORT

Board of Mayor and Aldermen

Date: September 1, 2026

Item #: 10.	First Reading - **Ordinance #2026-17** - An Ordinance to Amend Chapters 4 and 5 of the La Vergne Zoning Ordinance Regarding Planning Areas and Development Standards. (Received a favorable recommendation from the Planning Commission on July 28, 2026. A public hearing will be held at 5:45 p.m. on October 6, 2026.)		
Department:	Planning	**Presented By:**	Bo Logan
Item Attachments:	1. Ordinance #2026-17		

Purpose:
This is an ordinance to amend Chapter 4 and 5 of the La Vergne Zoning Ordinance regarding Planning Areas and Development Standards related to the locations of data centers in the City.

Background:
This amendment to the zoning ordinance is regarding the locations of data centers in the City.

Currently data centers are allowed in four (4) zoning districts including CC (Central Commercial), CI (Civic & Institutional District), LI (Innovation Dist.) and HI (Interchange Dist.)

This amendment would remove Data Centers from CC (Central Commercial), CI (Civic & Institutional District) and LI (Innovation Dist.).

If the amendment is approved data centers will only be allowed inside the HI (Interchange District). Additionally, there will be distance requirements applied to data centers as follows:

No data center shall be operated or maintained within one thousand feet of a residentially zoned district, the property line of a lot devoted to residential use, a church, a state licensed day care facility, public library, private or public educational facilities which serve persons age seventeen or younger, an elementary school, a high school, a public park, or another data center. Additionally, the distance limitations shall be measured in a straight line in all directions, without regard to intervening structures or objects, from the nearest point of the property line of a parcel containing a data center to the nearest point on the property line of the use, structure or property from which separation is required. In the event that the lot upon which the data center is located or is proposed to be located is contiguous to the lot upon which the use, structure or property being separated is located, the measurement shall be from the nearest point of the data center to the nearest point of the use, structure or property being separated. These distance limitations shall apply regardless of whether or not the use, structure or property from which separation is required is located inside the city limits of the City of La Vergne.

Financial Summary:
There is no financial impact to the City.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2026-17

AN ORDINANCE TO AMEND CHAPTERS 4 AND 5 OF THE LA VERGNE ZONING ORDINANCE REGARDING PLANNING AREAS AND DEVELOPMENT STANDARDS.

WHEREAS, the following changes have been reviewed and recommended by the La Vergne Planning Commission; and,

WHEREAS, a public hearing thereon has been held as required by law; and,

WHEREAS, the following changes have been approved by the La Vergne Board of Mayor and Aldermen.

BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF LA VERGNE THAT:

The Zoning Ordinance of La Vergne, Tennessee, is hereby amended as follows:

SECTION I. Amend Chapter 4 of the La Vergne Zoning Ordinance by amending the following portion of Table 4.2.9 (1) Central Commercial District Use Table to remove Data Centers:

Industrial / Wholesale / Storage	
~~• Data Centers~~	~~P~~

SECTION II. Amend Chapter 4 of the La Vergne Zoning Ordinance by amending the following portion of Table 4.2.12 (1) Innovation District Use Table to remove Data Centers:

Industrial / Wholesale / Storage	
~~• Data Centers~~	~~P~~

SECTION III. Amend Chapter 4 of the La Vergne Zoning Ordinance by amending the following portion of the Principal Use Table regarding Data Centers to read as follows:

Principal Use	**Planning Area Districts**												
Industrial/Wholesale/Storage	**AG**	**ER**	**R-1**	**R-2**	**R-3**	**R-4**	**NCD**	**GD**	**CC**	**CI**	**DD**	**LI**	**HI**
Data Centers									~~P~~	~~AR~~		~~P~~	P

SECTION IV. Amend Chapter 5 of the La Vergne Zoning Ordinance by amending Section 5.2.23, Data Centers to read as follows:

A. Data Centers within the Civic and Institutional District shall be pedestrian friendly with parking located in the rear and adjacent to the building.

B. Data Centers shall provide a plaza or other public gathering place to meet the open space requirements.

C. Separation. No data center shall be operated or maintained within one thousand feet of a residentially zoned district, the property line of a lot devoted to residential use, a church, a state licensed day care facility, public library, private or public educational facilities which serve persons age seventeen or younger, an elementary school, a high school, a public park, or another data center.

D. Measurement. The distance limitations in shall be measured in a straight line in all directions, without regard to intervening structures or objects, from the nearest point of the property line of a parcel containing a data center to the nearest point on the property line of the use, structure or property from which separation is required. In the event that the lot upon which the data center is located or is proposed to be located is contiguous to the lot upon which the use, structure or property being separated is located, the measurement shall be from the nearest point of the data center to the nearest point of the use, structure or property being separated. These distance limitations shall apply regardless of whether or not the use, structure or property from which separation is required is located inside the city limits of the City of La Vergne.

SECTION V. Each section, subsection, paragraph, sentence and clause of this ordinance is hereby declared to be separable and severable. The validity of any section, subsection, paragraph, sentence or clause shall not be effected by the invalidity of any other portion of this ordinance, and only any portion declared to be invalid by a court of competent jurisdiction shall be deleted herefrom.

SECTION VI. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION VII. That this Ordinance take effect forthwith upon its final passage, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved and certified by the Planning Commission:

_____ _____

Chairman Date

Public Hearing Held: _____

Approved by the Mayor and Board of Aldermen: _____

1st Reading

_____ _____

Jason Cole, Mayor 2nd Reading

ATTEST:

_____

Joshua Miller, City Recorder

Published in the Murfreesboro Post on _____.

ITEM REPORT

Board of Mayor and Aldermen

Date: September 1, 2026

Item #: 11.	**Resolution #2026-26** - A Resolution of the City of La Vergne Board of Mayor and Aldermen to Declare Property Owned by the City to be Surplus to the City's Needs and Directing Disposal of the Same.		
Department:	City Administrator	**Presented By:**	Bruce Richardson
Item Attachments:	1. Resolution #2026-26		

Purpose:
This resolution will authorize items to be declared as surplus to the city's needs and to be placed on GovDeals for public auction.

Background:
In Section 1 of the resolution, we have several vehicles from the Public Works Department all of which are older and have been replaced. We also have two vehicles that the Police Department obtained through drug seizures that can be auctioned off.

Financial Summary:
It is unknown how much the city will receive from the public auction of the items that will be placed on GovDeals.

Staff Recommendation:
Staff recommends approval.

RESOLUTION #2026-26

A RESOLUTION OF THE CITY OF LA VERGNE BOARD OF MAYOR AND ALDERMEN TO DECLARE PROPERTY OWNED BY THE CITY TO BE SURPLUS TO THE CITY'S NEEDS AND DIRECTING DISPOSAL OF THE SAME.

WHEREAS, the City of La Vergne has identified various items of city-owned property as being surplus to the needs of the city and has determined it to be in the public interest to offer them for sale or destruction.

NOW, THEREFORE, BE IT RESOLVED BY THE LA VERGNE BOARD OF MAYOR AND ALDERMEN, AS FOLLOWS:

Section 1. Property declared surplus to the needs of the city government. The following described property is hereby declared to be of low value and surplus to the needs of the city.

Item	Description	VIN / Serial Number
Public Works Department		
2014 F250 V-8 Truck	2014 F250 Truck with 134,381 mileage, still runs, has wear and tear.	1FT7X2A61FEB71540
2002 International 4200 Dump Truck	2002 International Dump Truck with 147,829 mileage, still runs, has AM/FM radio, has wear and tear.	1HTMLAFM93H590717
2007 International 4300 Box Truck	2007 International Box Truck with 35.868 mileage, still runs, has AM/FM radio, has wear and tear.	1HTMMAAM18H573664
1996 GM V-8 Utility Van	1996 GM Utility Van with 16,337 mileage, still runs, has no AC, has wear and tear and scratches and dents.	1GDKP32RXT3501879
2005 International 4300 V-6 VacCon Truck	2005 International VacCon Truck with 10,377 mileage, still runs, has AM/FM radio, has wear and tear and major rips in seats and headliner.	1HTMMAAL16H227375
Police Department		
2003 Chevy V-8 2500HD	2003 Chevy V-8, obtained from a drug seizure, vehicle runs, 207,147 mileage, seats appear to not be in good shape, aftermarket Kenwood radio.	1GCHC23U83F107545

1968 Chevy C10	1968 Chevy C10, obtained from a drug seizure, vehicle runs, 107,694 mileage, seats are worn, minor scratches, aftermarket Alpine radio.	CS148A134051

Section 2. City Administrator directed to dispose of surplus property. In compliance with Section 11.05 of the City of La Vergne Purchasing Policy (Ordinance #2023-01), the City is hereby directed to conduct a public auction for the sale of the surplus items enumerated in Section 1 of this Resolution. If said auction does not result in an acceptable bid, the City Administrator is authorized to sell any unsold items of surplus property for scrap, or at his option, have the items disposed of as solid waste.

Section 3. Effective Date. This Resolution take effect immediately after its passage, the welfare of the City requiring it.

Resolved this the 1st day of September, 2026.

CITY OF LA VERGNE, TENNESSEE

_____
Jason Cole, Mayor

ATTEST:

_____
Joshua Miller, City Recorder

CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

If you have any vehicles that are no longer needed in your department and you wish to sell them as surplus property, please use this form. Please return this form and pictures of all four sides and the interior to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Vehicle Description:

Year: 2014	Manufacturer: FORD	Make: FORD	Model: F250
VIN: 1FT7X2A61FEB71540		Mileage: 134381	
Vehicle: ☐ Starts ■ Starts with a boost and ■ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: 6.2 Liter, V- 8 ■ Gasoline ☐ Diesel		Condition: ■ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ■ Automatic ☐ Manual		Condition: ■ Operable ☐ Needs Repair ☐ Unknown	
Color: Exterior: WHITE		Interior: GRAY	

Interior Details:

Seat Material:	☐ Cloth ☐ Leather ■ Vinyl	AC Condition:	■ AC ☐ No AC ☐ Cold ■ Unknown
Minor Damage:	WEAR AND TEAR		
Major Damage:			
Power:	■ Windows ■ Door Locks ■ Steering ☐ Seats		
Miscellaneous:	■ Cruise Control ■ Tilt Steering ■ Remote Mirrors		
Radio:	Brand: ALPINE ☐ AM ■ AM/FM ☐ Cassette ■ CD		

Exterior Details:

Windows:	■ No Cracked Glass ☐ Cracked	Body Damage:	■ Dents ■ Scratches ■ Dings
Minor Damage:	WEAR AND TEAR. SCRATCHES AND DENTS		
Major Damage:			
Tire Condition:	■ Good Tread ☐ Low Tread	Flat or Low Tires:	☐ Yes ■ No How Many?
Emergency Equipment:	☐ None ■ Removed ☐ Holes in exterior ☐ No holes		
Decals:	☐ None ☐ Sprayed ■ Removed ■ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: $		Title Restriction: ☐ Yes ☐ No	
Seizure: ☐ Yes ☐ No	If yes, Seizure Date:	If yes, Drug Seizure? ☐ Yes ☐ No	
Location of Vehicle:		Suggested Minimum Sale Price:	
For more information, contact: JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664			

Department Information:

Your Name: JAMES PHILLIPS	Department: WATER
Signature:	Date: 8-21-2026

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

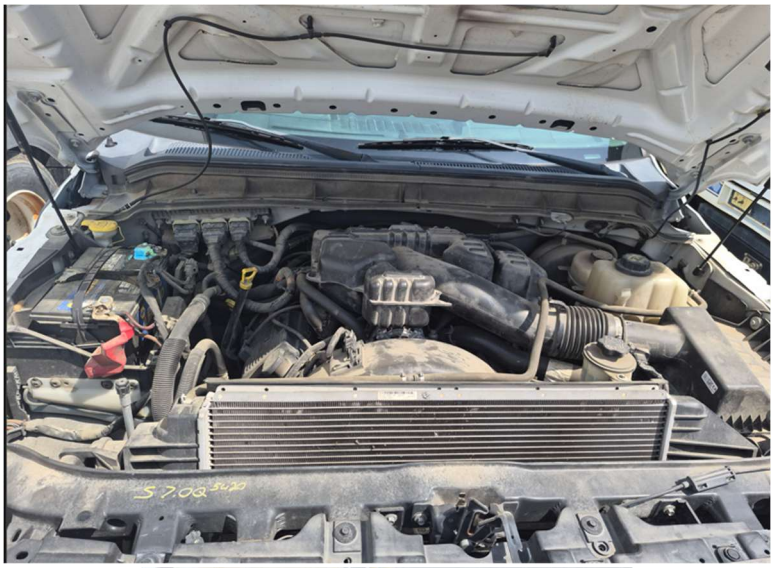
Approved by Resolution #_____ Date: _____

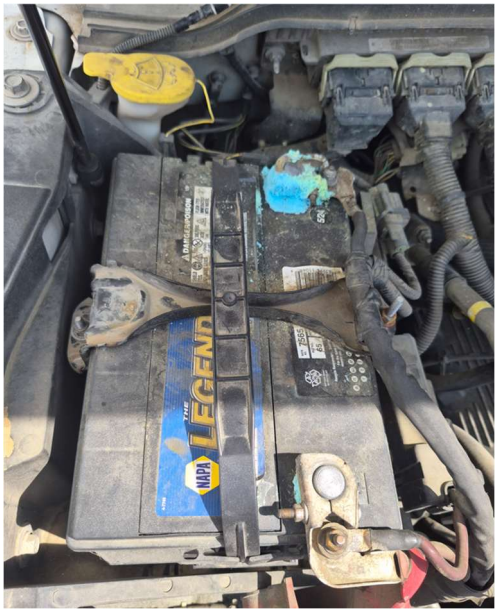
Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

SUPER DUTY
Ford

MFD. BY FORD MOTOR CO.
DATE: 09/14
GVWR: 4536 KG (10000 LB)
FRONT GAWR:
1928 KG (4250 LB)
LT245/75R17E 121/118S
17x7.5J
AT 450 kPa/ 65 PSI COLD
WITH TIRES RIMS
REAR GAWR:
2767 KG (6100 LB)
LT245/75R17E 121/118S
17x7.5J
AT 550 kPa/ 80 PSI COLD
WITH TIRES RIMS
THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.
VIN: 1FT7X2A61FEB71540
TYPE: Truck
F0136
T1841
EXT PNT: 21
WB 158
INT TR AS
TP/PS
R 7
RC: 23
AXLE 3E
TR P
DSO: SPR
UTC
5U5A-1520472-BA




NAPA
THE LEGEND

CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

If you have any vehicles that are no longer needed in your department and you wish to sell them as surplus property, please use this form. Please return this form and pictures of all four sides and the interior to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Vehicle Description:

Year: 2002	Manufacturer: INTERNATIONAL	Make: INTERNATIONAL	Model: 4200
VIN: 1HTMLAFM93H590717		Mileage: 147829	
Vehicle: ☐ Starts ■ Starts with a boost and ■ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: 6.0 Liter, V- 8 ☐ Gasoline ■ Diesel		Condition: ■ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ■ Automatic ☐ Manual		Condition: ■ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior: TAN	Interior: GRAY	

Interior Details:

Seat Material:	☐ Cloth ☐ Leather ■ Vinyl	AC Condition:	■ AC ☐ No AC ☐ Cold ■ Unknown
Minor Damage:	WEAR AND TEAR		
Major Damage:	RIPS IN SEATS AND HEADLINER		
Power:	■ Windows ■ Door Locks ■ Steering ☐ Seats		
Miscellaneous:	■ Cruise Control ■ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: PANASONIC ☐ AM ■ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	■ No Cracked Glass ☐ Cracked	Body Damage:	■ Dents ■ Scratches ■ Dings
Minor Damage:	MINOR RUST. SCRATCHES AND DINGS.		
Major Damage:	DENTS IN BUMBER AND BED		
Tire Condition:	■ Good Tread ☐ Low Tread	Flat or Low Tires:	☐ Yes ■ No How Many?
Emergency Equipment:	☐ None ☐ Removed ☐ Holes in exterior ☐ No holes		
Decals:	☐ None ☐ Sprayed ■ Removed ■ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: $		Title Restriction: ☐ Yes ☐ No	
Seizure: ☐ Yes ☐ No	If yes, Seizure Date:	If yes, Drug Seizure? ☐ Yes ☐ No	
Location of Vehicle:		Suggested Minimum Sale Price:	
For more information, contact: JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664			

Department Information:

Your Name: JAMES PHILLIPS	Department: STORM WATER
Signature:	Date: 8-21-2026

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

INTERNATIONAL TRUCK AND ENGINE CORPORATION
CHICAGO, ILLINOIS
MODEL
W.B.
4200 SBA LP 4X2 430
1HTMLAFM93H590717
PD LOC-DATE
DATE MFG
15-Nov-2002
MADE IN UNITED STATES OF AMERICA

CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

If you have any vehicles that are no longer needed in your department and you wish to sell them as surplus property, please use this form. Please return this form and pictures of all four sides and the interior to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Vehicle Description:

Year: 2007	Manufacturer: INTERNATIONAL	Make: INTERNATIONAL	Model: 4300
VIN: 1HTMMAAM18H573664		Mileage: 35898	
Vehicle: ☐ Starts ■ Starts with a boost and ■ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: 7.6 Liter, V-8 ☐ Gasoline ■ Diesel		Condition: ■ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ■ Automatic ☐ Manual		Condition: ■ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior: WHITE	Interior: GRAY	

Interior Details:

Seat Material:	☐ Cloth ☐ Leather ■ Vinyl	AC Condition:	■ AC ☐ No AC ☐ Cold ■ Unknown
Minor Damage:	WEAR AND TEAR		
Major Damage:			
Power:	☐ Windows ☐ Door Locks ■ Steering ☐ Seats		
Miscellaneous:	☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: ☐ AM ■ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	■ No Cracked Glass ☐ Cracked	Body Damage:	■ Dents ■ Scratches ■ Dings
Minor Damage:	MINOR RUST. SCRATCHES AND DINGS.		
Major Damage:			
Tire Condition:	■ Good Tread ☐ Low Tread	Flat or Low Tires:	☐ Yes ■ No How Many?
Emergency Equipment:	☐ None ☐ Removed	☐ Holes in exterior	☐ No holes
Decals:	☐ None ☐ Sprayed ■ Removed	■ Impressions remain	☐ No impressions

Sale Information:

Fair Market Value: $		Title Restriction: ☐ Yes ☐ No	
Seizure: ☐ Yes ☐ No	If yes, Seizure Date:	If yes, Drug Seizure? ☐ Yes ☐ No	
Location of Vehicle:		Suggested Minimum Sale Price:	
For more information, contact: JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664			

Department Information:

Your Name: JAMES PHILLIPS	Department: WATER
Signature:	Date: 8-21-2026

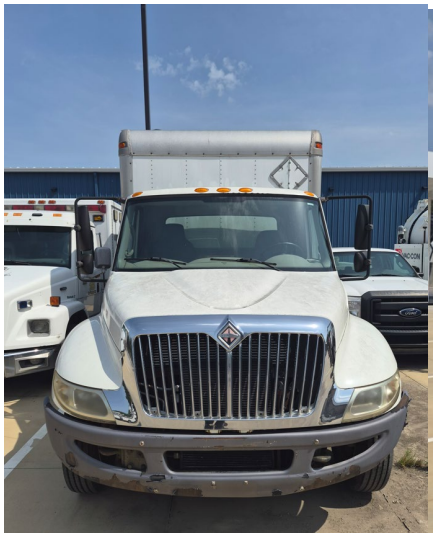
I.T. Department Use Only:

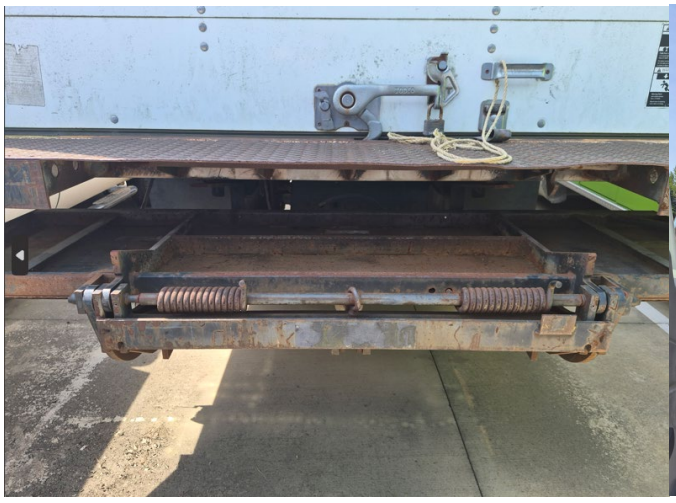
Inventory ID: _____ Asset Number: _____

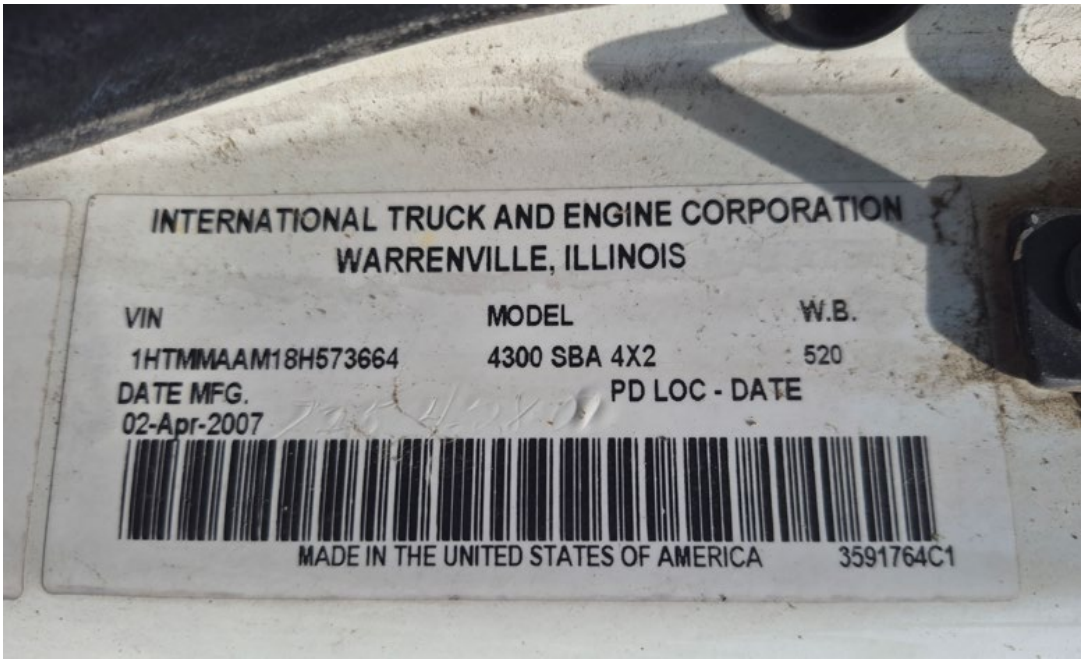
Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____






INTERNATIONAL TRUCK AND ENGINE CORPORATION
WARRENVILLE, ILLINOIS
VIN
MODEL
W.B.
1HTMMAAM18H573664
4300 SBA 4X2
520
DATE MFG.
PD LOC - DATE
02-Apr-2007
MADE IN THE UNITED STATES OF AMERICA
3591764C1

CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

If you have any vehicles that are no longer needed in your department and you wish to sell them as surplus property, please use this form. Please return this form and pictures of all four sides and the interior to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Vehicle Description:

Year: 1996	Manufacturer: GM	Make: GM	Model: BOX TRUCK
VIN: 1GDKP32RXT3501879		Mileage: 16337	
Vehicle: ☐ Starts ■ Starts with a boost and ■ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: 5.7 Liter, V- 8 ■ Gasoline ☐ Diesel		Condition: ■ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ■ Automatic ☐ Manual		Condition: ■ Operable ☐ Needs Repair ☐ Unknown	
Color: Exterior: WHITE		Interior: GRAY	

Interior Details:

Seat Material:	☐ Cloth ☐ Leather ■ Vinyl	AC Condition:	☐ AC ■ No AC ☐ Cold ☐ Unknown
Minor Damage:	WEAR AND TEAR		
Major Damage:			
Power:	☐ Windows ☐ Door Locks ■ Steering ☐ Seats		
Miscellaneous:	☐ Cruise Control ■ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: ☐ AM ■ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	■ No Cracked Glass ☐ Cracked	Body Damage:	■ Dents ■ Scratches ■ Dings
Minor Damage:	WEAR AND TEAR. SCRATCHES AND DENTS		
Major Damage:			
Tire Condition:	■ Good Tread ☐ Low Tread	Flat or Low Tires:	☐ Yes ■ No How Many?
Emergency Equipment:	☐ None ☐ Removed ■ Holes in exterior ☐ No holes		
Decals:	☐ None ■ Sprayed ☐ Removed ■ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: $		Title Restriction: ☐ Yes ☐ No	
Seizure: ☐ Yes ☐ No	If yes, Seizure Date:	If yes, Drug Seizure? ☐ Yes ☐ No	
Location of Vehicle:		Suggested Minimum Sale Price:	
For more information, contact: JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664			

Department Information:

Your Name: JAMES PHILLIPS	Department: SEWER
Signature:	Date: 8-21-2026

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

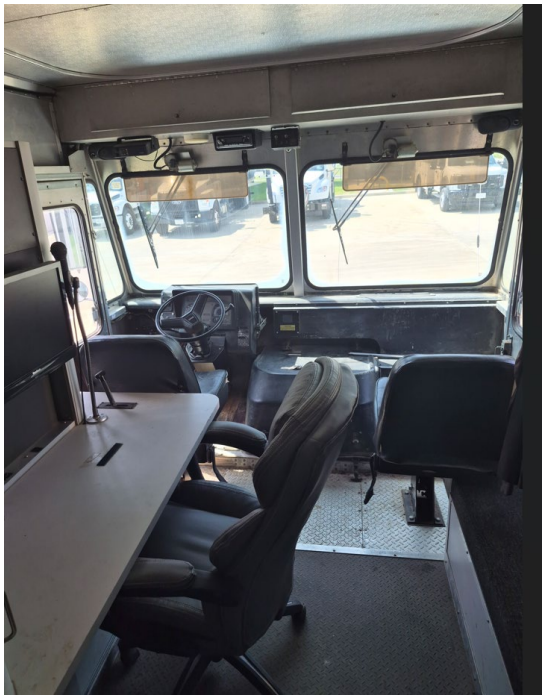
Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

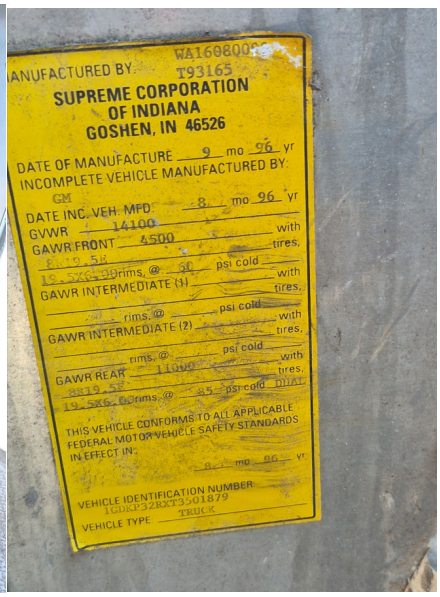
CITY OF
UTILITIES
WASTEWATER DIVISION
Sewer Inspection Testing & Rehabilitation

NO
SMOKING
THIS AREA

NO
SMOKING
THIS AREA



ENGINEERING PANEL


MANUFACTURED BY
SUPREME CORPORATION
OF INDIANA
GOSHEN, IN 46526
DATE OF MANUFACTURE 9 mo 96 yr
INCOMPLETE VEHICLE MANUFACTURED BY:
GM
DATE INC. VEH. MFD 8 mo 96 yr
GVWR 14100
GAWR FRONT 4500 with
tires,
rims, @ psi cold
GAWR INTERMEDIATE (1) with
tires,
rims, @ psi cold
GAWR INTERMEDIATE (2) with
tires,
rims, @ psi cold
GAWR REAR 11000 with
tires,
rims, @ psi cold
THIS VEHICLE CONFORMS TO ALL APPLICABLE
FEDERAL MOTOR VEHICLE SAFETY STANDARDS
IN EFFECT IN: mo yr
VEHICLE IDENTIFICATION NUMBER
1GDKP32RXT3501879
VEHICLE TYPE TRUCK

CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

If you have any vehicles that are no longer needed in your department and you wish to sell them as surplus property, please use this form. Please return this form and pictures of all four sides and the interior to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Vehicle Description:

Year: 2005	Manufacturer: INTERNATIONAL	Make: INTERNATIONAL	Model: 4300
VIN: 1HTMMAAL16H227375		Mileage: 10377	
Vehicle: ☐ Starts ■ Starts with a boost and ■ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: Liter, V-6 ☐ Gasoline ■ Diesel		Condition: ■ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ■ Automatic ☐ Manual		Condition: ■ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior: WHITE	Interior: GRAY	

Interior Details:

Seat Material:	☐ Cloth ☐ Leather ■ Vinyl	AC Condition:	■ AC ☐ No AC ☐ Cold ■ Unknown
Minor Damage:	WEAR AND TEAR		
Major Damage:	RIPS IN SEATS AND HEADLINER		
Power:	☐ Windows ☐ Door Locks ■ Steering ☐ Seats		
Miscellaneous:	☐ Cruise Control ■ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: ☐ AM ■ AM/FM ☐ Cassette ☐ CD		

Exterior Details:

Windows:	■ No Cracked Glass ☐ Cracked	Body Damage:	■ Dents ■ Scratches ■ Dings
Minor Damage:	MINOR RUST		
Major Damage:			
Tire Condition:	■ Good Tread ☐ Low Tread	Flat or Low Tires:	☐ Yes ☐ No How Many?
Emergency Equipment:	☐ None ☐ Removed ☐ Holes in exterior ☐ No holes		
Decals:	☐ None ☐ Sprayed ☐ Removed ■ Impressions remain ☐ No impressions		

Sale Information:

Fair Market Value: $		Title Restriction: ☐ Yes ☐ No	
Seizure: ☐ Yes ☐ No	If yes, Seizure Date:	If yes, Drug Seizure? ☐ Yes ☐ No	
Location of Vehicle:		Suggested Minimum Sale Price:	
For more information, contact: JAMES PHILLIPS. JPHILLIPS@LAVERGNETN.GOV OR 615-287-8664			

Department Information:

Your Name: JAMES PHILLIPS	Department: SEWER
Signature:	Date: 8-21-2026

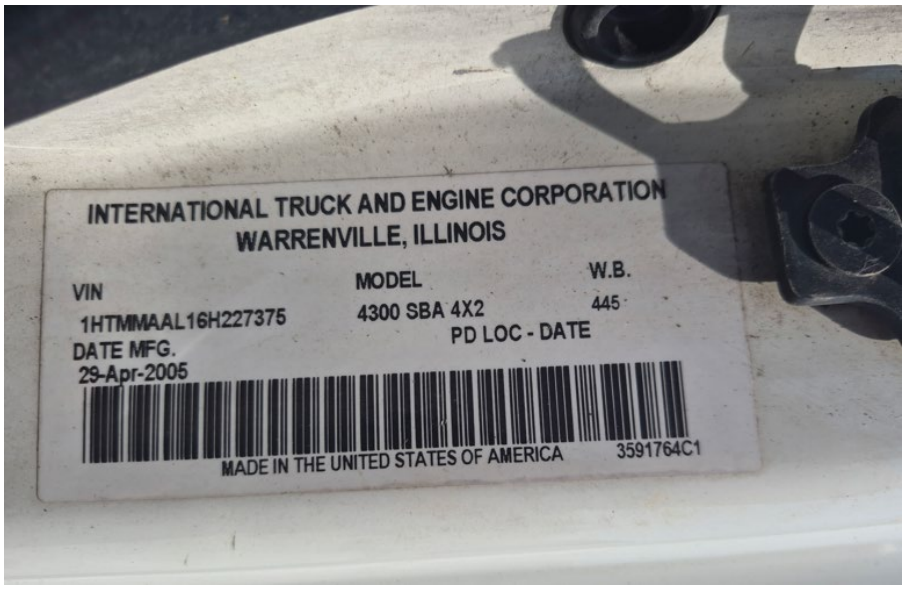
I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____


INTERNATIONAL TRUCK AND ENGINE CORPORATION
WARRENVILLE, ILLINOIS
VIN
1HTMMAAL16H227375
MODEL
4300 SBA 4X2
W.B.
445
PD LOC - DATE
DATE MFG.
29-Apr-2005
MADE IN THE UNITED STATES OF AMERICA
3591764C1

CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

If you have any vehicles that are no longer needed in your department and you wish to sell them as surplus property, please use this form. Please return this form and pictures of all four sides and the interior to both the Purchasing Agent and the City Administrator to have the item(s) placed on the city council agenda for approval. **Please complete all sections.**

Vehicle Description:

Year: 2003	Manufacturer: Chevrolet	Make: 2500HD	Model:
VIN: 1GCHC23U83F107545		Mileage: 207147	
Vehicle: ☐ Starts ☒ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: 6.6 Liter, V- 8 ☐ Gasoline ☒ Diesel		Condition: ☒ Runs ☐ Needs Repair ☐ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☐ Operable ☐ Needs Repair ☒ Unknown	
Color:	Exterior: WHITE	Interior: GRAY	

Interior Details:

Seat Material:	☒ Cloth ☐ Leather ☐ Vinyl	AC Condition:	☐ AC ☐ No AC ☐ Cold ☒ Unknown
Minor Damage:			
Major Damage:	SEATS HAVE COVERS AND APPEAR TO NOT BE IN GOOD SHAPE		
Power:	☐ Windows ☐ Door Locks ☐ Steering ☐ Seats		
Miscellaneous:	☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: KENWOOD ☐ AM ☐ AM/FM ☐ Cassette ☒ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☒ Dents ☒ Scratches ☒ Dings
Minor Damage:	SCRATCHES, DINGS, DENTS		
Major Damage:			
Tire Condition:	☒ Good Tread ☐ Low Tread	Flat or Low Tires:	☐ Yes ☒ No How Many?
Emergency Equipment:	☒ None ☐ Removed	☐ Holes in exterior	☒ No holes
Decals:	☒ None ☐ Sprayed ☐ Removed	☐ Impressions remain	☐ No impressions

Sale Information:

Fair Market Value: $ 7000.00	Title Restriction: ☐ Yes ☒ No	
Seizure: ☒ Yes ☐ No	If yes, Seizure Date: 2/27/25	If yes, Drug Seizure? ☒ Yes ☐ No
Location of Vehicle: LPD LOT NEAR GREEN BUILDING	Suggested Minimum Sale Price: 2500	
For more information, contact: KRISTINE KEEVES 615-287-8603		

Department Information:

Your Name: KRISTINE KEEVES	Department: POLICE
Signature:	Date:

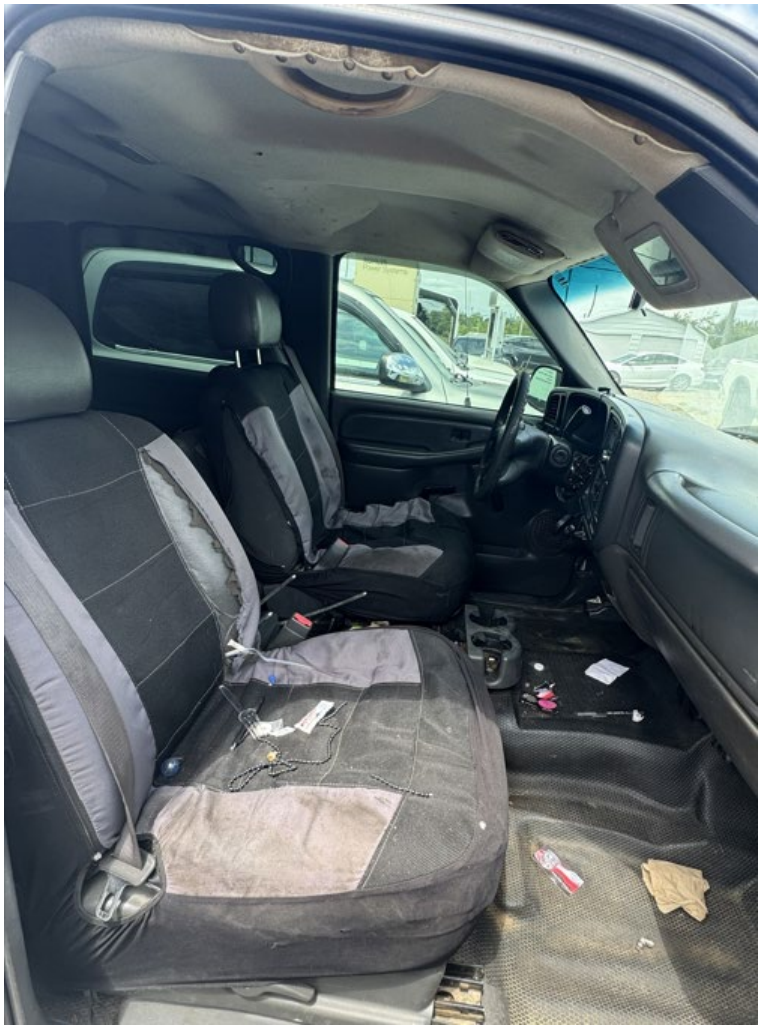
I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____



RPM
X1000
MPH
PRND321
ODOMETER: 207147 MI

CITY OF LA VERGNE
SURPLUS PROPERTY - VEHICLE FORM

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Vehicle Description:

Year: 1968	Manufacturer: CHEVROLET	Make: C10	Model:
VIN: CS148A134051		Mileage: 107694	
Vehicle: ☐ Starts ☒ Starts with a boost and ☒ Runs ☐ Does Not Run ☐ Parts Only			
Engine Size: ? Liter, V- ? ☒ Gasoline ☐ Diesel		Condition: ☒ Runs ☐ Needs Repair ☒ Unknown	
Transmission: ☒ Automatic ☐ Manual		Condition: ☒ Operable ☐ Needs Repair ☐ Unknown	
Color:	Exterior: TEAL	Interior: TEAL	

Interior Details:

Seat Material:	☒ Cloth ☐ Leather ☐ Vinyl	AC Condition:	☐ AC ☐ No AC ☐ Cold ☒ Unknown
Minor Damage:	SEATS ARE WORN BUT NOT TORN		
Major Damage:			
Power:	☐ Windows ☐ Door Locks ☐ Steering ☐ Seats		
Miscellaneous:	☐ Cruise Control ☒ Tilt Steering ☐ Remote Mirrors		
Radio:	Brand: ALPINE ☐ AM ☐ AM/FM ☐ Cassette ☒ CD		

Exterior Details:

Windows:	☒ No Cracked Glass ☐ Cracked	Body Damage:	☒ Dents ☒ Scratches ☐ Dings
Minor Damage:	SCRATCH DOWN DRIVER'S SIDE/DAMAGE TO FRONT, PASSENGER CORNER NEAR HEADLIGHT		
Major Damage:			
Tire Condition:	☒ Good Tread ☐ Low Tread	Flat or Low Tires:	☐ Yes ☒ No How Many?
Emergency Equipment:	☒ None ☐ Removed	☐ Holes in exterior	☒ No holes
Decals:	☒ None ☐ Sprayed ☐ Removed	☐ Impressions remain	☒ No impressions

Sale Information:

Fair Market Value: $ 50,000.00		Title Restriction: ☐ Yes ☒ No	
Seizure: ☒ Yes ☐ No	If yes, Seizure Date: 11/27/25		If yes, Drug Seizure? ☒ Yes ☐ No
Location of Vehicle: LPD IMPOUND LOT		Suggested Minimum Sale Price:	
For more information, contact: KRISTINE KEEVES 615-287-8603			

Department Information:

Your Name: KRISTINE KEEVES	Department: POLICE
Signature: KRISTINE KEEVES Digitally signed by KRISTINE KEEVES Date: 2026.08.04 15:49:31 -05'00'	Date:

I.T. Department Use Only:

Inventory ID: _____ Asset Number: _____

Approved by Resolution #_____ Date: _____

Disposition of Property: ☐ Online Auction ☐ Sold for Scrap ☐ Disposed as Solid Waste

Listed for Online Auction on: _____ Date Sold: _____ Winning Bid Price: $_____

CHEVROLET
NICKEY
DOWN SHIFTERS
HUNTLEY, ILL.

PENNZOIL

40
50
60
30
70
20
80
10
90
0
100
MPH
BATTERY
TEMPERATURE

CHEVROLET
MAXIMUM GVW RATING
5000
VEHICLE IDENTIFICATION NUMBER
CS148A134051
DD
GENERAL MOTORS CORPORATION
CERTIFIES TO THE DEALER THAT
THIS VEHICLE CONFORMS TO
ALL FEDERAL MOTOR VEHICLE
SAFETY STANDARDS APPLICABLE
AT TIME OF MANUFACTURE

DURACELL

ITEM REPORT

Board of Mayor and Aldermen

Date: September 1, 2026

Item #: 12.A.	Planning Commission. (One term is vacant.)		
Department:	City Administrator	**Presented By:**	Bruce Richardson
Item Attachments:	1. Application - Planning Commission - Jamie Knight_Redacted 2. Application - Planning Commission - Rod Venem_Redacted 3. Application - Planning Commission - Ellen Murphy_Redacted 4. Application - Planning Commission - Annette Viera_Redacted		

Purpose:
This item will appoint member(s) to the Planning Commission.

Background:

Planning Commission Appointed by Mayor - 4 Year Terms		
Name	**Appointed**	**Term Expires**
Earl Garvin, Jr. - Chairman	October 2010	October 31, 2025
Jason Cole - BOMA position - Vice-Chairman	November 2018	Term of Office
Graeme Coates - BOMA position - Secretary	December 2024	Term of Office
Justin Greer	November 2025	October 31, 2027
Vacant (Tabatha Howard)		December 31, 2028
Jim Hesemann	November 2021	October 31, 2025
Mark Molnar	December 2022	December 31, 2028

We have one vacancy due to the resignation of Tabatha Howard. We have received four new applications at this time.

Current Applicants:
- Jamie Knight
- Rod Venem
- Ellen Murphy
- Annette Viera

Financial Summary:
N/A

Staff Recommendation:
N/A

CITY OF LA VERGNE
BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

	Board Name	Normal Frequency of Meetings
☐	Beautification and Arts Advisory Committee	Bi-Monthly
☐	Beer Board	Monthly
☐	Board of Zoning Appeals	Monthly
☐	Construction Board of Adjustment and Appeals	As Needed
☐	La Vergne Housing Authority (Not a City Board)	Monthly
☐	La Vergne Industrial Development Board (Not a City Board)	As Needed
☐	Library Board	Bi-Monthly
☐	Parks & Recreation Advisory Committee	Monthly
■	Planning Commission	Monthly
☐	Stormwater Appeals and Advisory Board	Bi-Annual
☐	Other _____	

APPLICANT INFORMATION

Name: Jamie Knight

Address: [redacted]

La Vergne, TN 37086

Cell Phone: [redacted]

Other Phone: _____

Email Address: [redacted]

What is the best time to contact you? ■ Morning (8:00 a.m. - Noon) ☐ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ■ Cell Phone ☐ Other Phone ☐ Email

EDUCATION AND TRAINING

	High School	College / University	Graduate / Professional
School Name	Cheatham County Central	Branell University	Vol State
City, State	Ashland City, TN	Goodlettsville, TN	Gallatin, TN
Years Completed	N/A	☐1 ■2 ☐3 ☐4	■1 ☐2 ☐3 ☐4
Course of Study	N/A	Accounting/Business	Accounting
Receive a diploma?	☑ Yes ☐ No	☑ Yes ☐ No	☑ Yes ☐ No

Additional Information: Motlow Community College-Real Estate, accounting

EXPERIENCE

Current Occupation:	Professional Real Estate Consultant/Broker, House Realty, Business Owner
List any experience that would apply to the Board or Committee you are applying for:	Real Estate Broker-10 yrs Real Estate Instructor Auditor/Cost Accounting Property Manager
Municipal Boards / Committees on which you currently serve:	La Vergne Beer Board, Appointed 2024 La Vergne IDB, Appointed 2025
Municipal Boards / Committees on which you have previously served:	
If you are appointed, will you have any potential conflict of interest? ☐ YES ■ NO	
If YES, what is the conflict?	
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Crystal Jacobs	[redacted]	11	[redacted]
2	Gary McBee	[redacted]	16	[redacted]
3	Nikki Bullock	[redacted]	8	[redacted]

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

I waive any right of privilege, privacy, and/or confidentiality I may have in the information provided by references or others whom I have indicated may be contacted.

I hereby understand and acknowledge that, unless otherwise defined by applicable law, any relationship with this organization is of an "at will" nature, which means that the Board or Committee member may resign at any time and the Board of Mayor and Aldermen may remove the Board or Committee member at any time with or without cause. I understand, also, that I am required to abide by the Charter and Ordinances of the City of La Vergne, the Constitution and Laws of the State of Tennessee and the Constitution and Laws of the United States of America.

Signature: Jamie D. Knight (Signed electronically) Date: 7/30/2026

Please attach your resume. Thank you for your willingness to serve.

CITY OF LA VERGNE
BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

	Board Name	Normal Frequency of Meetings
☐	Beautification and Arts Advisory Committee	Bi-Monthly
☐	Beer Board	Monthly
☐	Board of Zoning Appeals	Monthly
☐	Construction Board of Adjustment and Appeals	As Needed
☐	La Vergne Housing Authority (Not a City Board)	Monthly
☐	La Vergne Industrial Development Board (Not a City Board)	As Needed
☐	Library Board	Bi-Monthly
☐	Parks & Recreation Advisory Committee	Monthly
■	Planning Commission	Monthly
☐	Stormwater Appeals and Advisory Board	Bi-Annual
☐	Other _____	

APPLICANT INFORMATION

Name: Rod Venem

Address: [redacted]

La Vergne, TN 37086

Cell Phone: [redacted]

Other Phone:

Email Address: [redacted]

What is the best time to contact you? ■ Morning (8:00 a.m. - Noon) ■ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ■ Cell Phone ☐ Other Phone ■ Email

EDUCATION AND TRAINING

	High School	College / University	Graduate / Professional
School Name	Moorhead Senior High School	University of Phoenix - Nashville	
City, State	Moorhead, MN	Nashville, TN	
Years Completed	N/A	☐1 ☐2 ☐3 ■4	☐1 ☐2 ☐3 ☐4
Course of Study	N/A	Business Management	
Receive a diploma?	☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☐ No

EXPERIENCE

Current Occupation:	Retired; Small Business Owner
List any experience that would apply to the Board or Committee you are applying for:	Resident of 22 years; passionate interest in seeing the city improve in all facets.
Municipal Boards / Committees on which you currently serve:	
Municipal Boards / Committees on which you have previously served:	
If you are appointed, will you have any potential conflict of interest? ☐ YES ■ NO	
If YES, what is the conflict?	
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Tim Barrett	[redacted]	30	[redacted]
2	Chris Reaves	[redacted]	10	[redacted]
3	Joshua Yates	[redacted]	5	[redacted]

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Signature: Rodney J Venem (Signed electronically) Date: 8/3/2026

Please attach your resume. Thank you for your willingness to serve.

Rod Venem

Founder/Entrepreneur | La Vergne, TN

Professional Summary

I bridge the gap between complex technology and practical business value. With a career spanning financial services, information technology, and transportation, I have spent decades mastering the art of business analysis, requirements management, and structured documentation. As a former Senior Business Analyst, I specialized in translating high-level business needs into executable technical specifications within Agile/Scrum environments. Today, I am leveraging that foundation to lead The AI OnRamp LLC. Launched in early 2026, my mission is to demystify Generative AI tools for individuals, small businesses, and enterprise teams. I focus on making AI accessible, transforming 'cutting-edge tech' into reliable tools that drive efficiency and innovation.

What I bring to the table:

- AI Strategy & Implementation: Expert-level prompt engineering, AI agent development, and onboarding strategies for non-technical audiences.
- Business Excellence: A disciplined approach to BRDs and project charters that ensure technology serves the business, not the other way around.
- Workflow Automation: Deep proficiency in Microsoft 365 (Power Automate, Excel, Word) and Google Workspace to streamline operations.

Whether looking to integrate AI into daily operations or needing a seasoned perspective on business process optimization, I am always open to collaborating on projects that push the boundaries of what is possible in order to build the future together.

Skills & Certifications

Top Skills: Artificial Intelligence (AI), Generative AI, Prompt Engineering, Business Analysis

Certifications: AI in Financial Services Professional Certification, Microsoft Copilot Certification, Generative AI for Business Analysts, Certified Social Media and Community Professional, Certified eCRM Process Engineer

Professional Experience

The AI OnRamp LLC — Founder

March 2026 - Present | Nashville, TN

The AI OnRamp LLC exists to help “build the bridge to get clients to the on ramp”. The desire and intent are to transform that initial curiosity into a tangible capability, moving them past the "blank cursor" of simple search engine questions (or even initial attempts at prompting) and into the driver’s seat of a personalized AI “awakening”. The AI OnRamp LLC doesn’t just teach clients how to talk to a machine but helps clients design a future where AI handles the repetitive so they can focus on the remarkable. Because in this new era, they should not have to choose between keeping up and burning out—they simply need the right “onramp”.

Volunteer Corporate Credit Union — Senior Business Analyst

August 2021 - March 2026 | Nashville, TN

Served as a Senior Business Analyst for a corporate credit union, driving requirements gathering and business interpretations to software development staff for the creation of technological business solutions.

- Revamped the entire organization's online accessibility for members (organically built online web application).
- Implementation of member and employee secure access to systems. (OKTA implementation)
- Implementation of the entire organization's HRIS solution (BambooHR implementation)
- Implementation of the entire organization's Expense Management solution (SAP Concur implementation)

VETech, LLC — Senior Business Analyst (Contractor - Yazaki North America)

February 2021 - July 2021 | La Vergne, TN

Gathered and analyzed needs from internal and external business partners, including suppliers and OEM customers, to select appropriate software applications and technology aligning with business requirements and IT strategies. Created specifications, diagrams, and models to guide custom software development while collaborating with system architects, developers, and vendors to design processes, integrations, and solutions.

- Implementation of SAP & Blue Yonder Supply Chain Management solution for Yazaki North America locations in Michigan and Tennessee.

Lee Company — IT Project Manager

March 2016 - January 2021 | Middle Tennessee

Managed the IT Solution Delivery Office and a team of Business Analysts, representing an internal end-user base of approximately 1,400 employees across Tennessee, Alabama, and Kentucky, alongside customer-facing portals. Directed business and functional requirements gathering, business process mapping, project scope adherence, and communication management.

- Facilitated alignment between business and technical stakeholders and validated requirements for a complete ERP transformation from Microsoft Dynamics SL to Microsoft Dynamics 365 Dataverse and Finance & Operations. Led user story and requirements elicitation for organization-wide notification processes and security roles management, leveraging Microsoft Azure DevOps, Teams, Visio, Office, and the Power Platform.

Bridgestone Americas — Senior Business Analyst - Contractor

October 2014 - January 2016 | Nashville, TN

Represented an internal end-user base of approximately 100 employees and an external B2B base of 16,000 users across the United States and Canada. Responsibilities included requirements gathering and documentation, functional and non-functional requirements definition, business process mapping, project scope adherence, and project communication management.

- Complete reengineering of the organization's $2 billion dealer ordering application over 16 months with a 26-member team, culminating in an 82-page Solution Requirements Document. This initiative enabled real-time inventory viewing, presented product alternatives matching search criteria, and implemented a responsive web design for mobile device optimization. (Bridgestone EnTireNet)

Magazines.com — Senior Business Analyst/Project Manager

September 2012 - September 2014 | Franklin, TN

Represented an internal end-user base and customer-facing eCommerce websites serving approximately one million customers. Created and managed projects to improve internal applications and external eCommerce platforms, handling project time, scoping, quality, and communications management, alongside business requirements gathering and process mapping.

- Complete reengineering of a $30 million subscription renewals program.
- Achieved PCI DSS Version 3 compliance, implementing a company-wide Critical Issue Escalation Process.
- Implemented a Responsive Web Design (RWD) optimization for smartphones and tablets across two eCommerce websites.

Dollar General Corporation — Senior Business Analyst - Contractor

June 2012 - September 2012

Completed a short-term contract focused on requirements gathering and business process mapping for the organization's Vendor Managed Inventory processes.

Dell Technologies — Global Support Senior Business Analyst

February 2003 - February 2012 | Nashville, TN

Led global business requirements gathering, manual new code testing projects, and new code deployments within Agile/Scrum and Enterprise Unified Process (EUP) frameworks across various Software Development Life Cycle (SDLC) scopes.

- Provided remote and desk-side end-user support and issue analysis to ensure high satisfaction for internal applications used by customer-facing sales, care, and technical support teams.
- Facilitated cross-functional collaboration to achieve issue resolution and directed remote global analysts through software testing sessions, deployments, and support for call centers located across North and Central America, South America, Europe, and Asia.

Sureway Transportation — Authorized Freight Transportation Agent

January 2002 - April 2003

Dedicated ATS/Sureway transportation broker's agent providing comprehensive transportation logistics and brokerage services across the entire United States.

DAT Solutions — Senior CRM Business Analyst

January 1988 - January 2003 | Brentwood, TN

Drove sales business process improvements, project management, and organizational re-engineering with a focus on Information Services Sales.

- Implementation of Integrated Re-engineered Information Systems (IRIS) across three locations in Portland, OR, Nashville, TN, and West Palm Beach, FL.

Education

Minnesota State Moorhead *(enrolled & attended)* - Mass Communications

North Dakota State University *(enrolled & attended)* - Agricultural Communications

University of Phoenix *(Graduated 2013)* - Bachelor of Science (BS), Global Business Management

CITY OF LA VERGNE
BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

	Board Name	Normal Frequency of Meetings
☐	Beautification and Arts Advisory Committee	Bi-Monthly
☐	Beer Board	Monthly
☐	Board of Zoning Appeals	Monthly
☐	Construction Board of Adjustment and Appeals	As Needed
☐	La Vergne Housing Authority (Not a City Board)	Monthly
☐	La Vergne Industrial Development Board (Not a City Board)	As Needed
☐	Library Board	Bi-Monthly
☐	Parks & Recreation Advisory Committee	Monthly
■	Planning Commission	Monthly
☐	Stormwater Appeals and Advisory Board	Bi-Annual
☐	Other _____	

APPLICANT INFORMATION

Name: Ellen Murphy

Address: [redacted]

La Vergne, TN 37086

Cell Phone: [redacted]

Other Phone: _____

Email Address: [redacted]

What is the best time to contact you? ■ Morning (8:00 a.m. - Noon) ■ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ■ Cell Phone ☐ Other Phone ■ Email

EDUCATION AND TRAINING

	High School	College / University	Graduate / Professional
School Name	Smyrna High School	MTSU	
City, State	Smyrna, TN	Murfreesboro, TN	
Years Completed	N/A	■1 ☐2 ☐3 ☐4	☐1 ☐2 ☐3 ☐4
Course of Study	N/A	Basic	
Receive a diploma?	☑ Yes ☐ No	☐ Yes ☑ No	☐ Yes ☐ No

Additional Information: I graduated from high school and completed some college coursework. Most of my professional knowledge and skills have been developed through hands-on experience, on-the-job training, and self-directed learning. Throughout my career, I've taken the initiative to learn new systems, adapt to changing responsibilities, and continuously expand my skills to meet the needs of my roles.

EXPERIENCE

Current Occupation:	Retired
List any experience that would apply to the Board or Committee you are applying for:	I have been a resident of this community for 65 years and have a deep appreciation for its history, character, and growth. While I have not previously served on a Planning Commission, I bring a lifetime of firsthand knowledge of our community and a genuine desire to contribute to its future. Throughout my career and personal life, I have developed strong problem-solving, communication, and decision-making skills, and I understand the importance of listening to different perspectives before making informed decisions.
Municipal Boards / Committees on which you currently serve:	
Municipal Boards / Committees on which you have previously served:	La Vergne Library Board - 1 year
If you are appointed, will you have any potential conflict of interest? ☐ YES ■ NO	
If YES, what is the conflict?	
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	I am interested in serving on the Planning Commission because I want to help ensure that future development is thoughtful, balanced, and in the best interests of our residents. I would consider it an honor to give back to the community that has been my home for so many years.

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Alex Drechsel	[redacted]	3	[redacted]
2	John Locke	[redacted]	40	[redacted]
3	Amy Miller	[redacted]	12	[redacted]

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

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Signature: Ellen W Murphy (Signed electronically) Date: 8/4/2026

Please attach your resume. Thank you for your willingness to serve.

Ellen W. Murphy
La Vergne, TN 37086
Phone: [redacted] **Email:** [redacted]

EDUCATION:
Middle Tennessee State University – Murfreesboro, TN - (Business Management)
Smyrna High School – Smyrna, TN

COMPUTER SKILLS – ISO9001 certified, WMS/DMS, SAP Portal, JPAS, ACAVS, ISFD, EDI, Sales Force, Back Office, Rental Results, ACT/Sage, Elite, Track Wise, E-Factory Pro, SharePoint, MAS90, Maximizer, Argosy, Nulogy, SX. e, FX, Peachtree, Minitab, Veracore, AdvancePro, Oracle, Maintenance Connect, Industry Safe, FMS and various inventory programs.

WORK EXPERIENCE:

Advanced Technology Services – 02/20 – 08/25 (contract was re-negotiated with another vendor)
Senior Buyer/Team Lead *- (Subcontractor)*

- Purchasing of parts for maintenance department – 8000 plus Sku #'s.
- Request and evaluate bids, quotations, and/or proposals for products and materials.
- Assist with identifying opportunities to consolidate suppliers/vendors.
- Negotiate and coordinate vendor returns for aging, expired, or excess inventory.
- Follow up on the status of purchase orders with vendors to ensure timely delivery.
- Communications with vendors to resolve problems with timeliness and product quality.
- Verifying accuracy of inventory when product arrives at plant and billing.
- Research and resolve accounts payables and nonconformance with suppliers.

OTC Industrial Technologies – 04/19 – 01/20 (IDG/OTC) (Offered the above Job)
Customer Service -Compressor Division

- Prioritize incoming requests and parts orders as needed.
- Process all paperwork required by the customers and local vendors in an accurate and timely fashion to ensure deadlines are met.
- Correspond with external customers, vendors, and internal customers.
- Update and maintain Customer Relationship Management (CRM) database to ensure information is current and accurate.
- Organize and maintain project files through the selling process.
- Assist in quote, order, and delivery status processes for internal and external customers.

Universal Rack Company – 04/15 – 05/18 *(Company Downsized)*
Office Manager/Bookkeeper/Human Resources/Buyer

- Bookkeeping, collections, invoicing, payroll, bank reconciliation.
- Budget Forecasting, purchasing (Steel, copper, etc.) research for the best cost.
- Track sales commissions for sales representatives for commission payouts.
- Shipping – commercial invoices, BOL, working with local freight vendors.
- Weekly, monthly, and yearly preparations for audits, balance sheets, trial balances.
- Accounts Payable, Accounts Receivable, Aging, etc. order entry, billing, EDI Portals.

Additional Information:
Prior - Notary Public - 2023
Prior Membership – NCMS – The Society of Industrial Security Professionals
Prior - La Vergne City Library Board Member
Prior – Read to Succeed Adult Tutor
Prior – TS Clearance DOD

Certifications:
Export Compliance Seminar (TN)
Quality Systems Training - CfPA Academic Center (NJ)
Purchasing Applications (MTSU)
Purchasing Fundamentals (MTSU)
DEA Pharmaceutical Training (TX)
Facility Security Officer (FSO) Role in the NISP (DoD required training)

D- 2019
M-2020

CITY OF LA VERGNE
BOARD / COMMITTEE MEMBER APPLICATION

Please choose which board / committee you would like to apply for: (Only choose one)

	Board Name	Normal Frequency of Meetings
☐	Beautification and Arts Advisory Committee	Bi-Monthly
☐	Beer Board	Monthly
☐	Board of Zoning Appeals	Monthly
☐	Construction Board of Adjustment and Appeals	As Needed
☐	La Vergne Housing Authority (Not a City Board)	Monthly
☐	La Vergne Industrial Development Board (Not a City Board)	As Needed
☐	Library Board	Bi-Monthly
☐	Parks & Recreation Advisory Committee	Monthly
■	Planning Commission	Monthly
☐	Stormwater Appeals and Advisory Board	Bi-Annual
☐	Other _____	

APPLICANT INFORMATION

Name: Annette Viera

Address: [redacted]

Nolensville, TN 37135

Cell Phone: [redacted]

Other Phone:

Email Address: [redacted]

What is the best time to contact you? ■ Morning (8:00 a.m. - Noon) ■ Afternoon (Noon - 4:30 p.m.)

What is the best way to contact you? ☐ Mail ■ Cell Phone ☐ Other Phone ■ Email

EDUCATION AND TRAINING

	High School	College / University	Graduate / Professional
School Name	Winter Park High School	Asbury College	
City, State	Winter Park, FL	Wilmore, KY	
Years Completed	N/A	■1 ☐2 ☐3 ☐4	☐1 ☐2 ☐3 ☐4
Course of Study	N/A	Business	
Receive a diploma?	☑ Yes ☐ No	☐ Yes ☑ No	☐ Yes ☐ No

Additional Information: I have some undergraduate credits in Accounting and Office Management

EXPERIENCE

Current Occupation:	HR Manager, Best Brands, Inc.
List any experience that would apply to the Board or Committee you are applying for:	Served one year on HOA board in FL
Municipal Boards / Committees on which you currently serve:	
Municipal Boards / Committees on which you have previously served:	
If you are appointed, will you have any potential conflict of interest? ☐ YES ■ NO	
If YES, what is the conflict?	
Briefly explain the reasons why you want to serve on the Board / Committee that you have chosen:	

REFERENCES

Please list three (3) Professional or Business references.

	Name	Email Address	Years Known	Phone
1	Danielle Mendelson	[redacted]	5	[redacted]
2	Monte Neumeyer	[redacted]	5	[redacted]
3	Kara Hobbs	[redacted]	4	[redacted]

I hereby affirm that the information provided on this application (and accompanying documents, if any) is true and complete to the best of my knowledge. I understand that falsified information or significant omissions may disqualify me and my application from further consideration for a Board or Committee member appointment and may be considered justification for removal from a Board or Committee, if discovered at a later date.

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Signature: Annette Z. Viera (Signed electronically) Date: 8/11/2026

Please attach your resume. Thank you for your willingness to serve.

Annette Viera

[redacted]

Nol[redacted]3135

[redacted]

Executive Summary

Business Professional with 14 years of Human Resource experience strong organizational skills. Adept at facilitating teamwork to achieve goals and objectives. Proficient in Google suite, Microsoft suite, Pages, Numbers, Quicken.

PROFESSIONAL EXPERIENCE

Best Brands,Inc.-Nashville, TN 2021 to present
Warehouse HR Manager

Provide operational HR leadership and guidance by planning, organizing, and overseeing HR activities.

- ❖ Responsibilities:
  - Serve as main resource for employee base, ensuring their understanding and compliance with benefits and HR policies and regulations.
  - Keep management advised of potential problem areas and recommend/implement solutions as appropriate.
  - Recommend new approaches, policies, and procedures to support continual improvement.
  - Plans, organizes, and oversee HR department actives while helping develop and implement team goals, objectives, and systems.
  - Manage recruitment effort for all exempt, non-exempt, and hourly employees; monitor recruitment program; employee relations counseling; performance planning.
  - Manage and maintain department and vendor relationships records and reports.

Expressway Airport Parking-Little Rock, Arkansas 2012 to 2021
General Manager/Executive Assistant

Responsible for recommending marketing strategies, improving customer service, establishing HR protocols, reducing costs, and problem-solving on the job.

- ❖ Responsibilities:
  - Human Resource/Management responsibilities for a staff of 24 members (recruiting, hiring, training and performance management).
  - Oversee day to day business operations and devise plans for improvement (adding additional customer services, maintaining/updating security systems and office network, fleet and facility management strategy and execution, etc.).
  - Powerful work ethic, investing personal time to help insure success of business operation.
  - Create work scheduling calendar and backfill unplanned absences for a 24/7 schedule.
  - Administrative Assistant to company owner/maintain owner's calendar, assist to develop marketing strategies, meeting budget goals and analyze production data.

- Organize and facilitate team meetings.
- Provide customer care within company's policy. De-escalate customer concerns.
- Review and oversee execution of contracts.
- Manage corporate documents, records and financial reports, payroll and maintaining confidentiality.
- Created and maintain technical point of sale procedure manual and over sees training.
- Manage accounts receivable, accounts payable, and daily cash bank deposits.
- Helped developed and maintain auto detailing, processes and procedures to include oil changes and general maintenance.

Carole Baker-Little Rock, Arkansas 2017 to 2024
Personal Assistant

Responsible for managing all personal financial matters for Mrs. Baker

❖ Responsibilities:
- Manage personal financial affairs and budget.
- Manage accounts payable for 4 properties.

Campus Crusade for Christ, Family Life-Little Rock, Arkansas 2004 to 2013
Ministry Support Raiser/Resource Center Coordinator

❖ Responsibilities:
- Event planning and management for large group gatherings, including scheduling travel and hotels for conferences, anticipating guest needs, and setting up the Resource Center for the conference.
- Fund-raising, including community outreach and regular contact.
- Manage team member engagement meetings.
- Merchandising resource material, including customer sales/support and shipping.
- Provide customer service support to couples attending conferences.

Little Rock Christian Academy-Little Rock, Arkansas 2005 to 2012
Substitute Teacher

❖ Responsibilities:
- Implementing lesson plans, at all levels of education including elementary, middle and high school level. Engage the students meaningfully.

Seminole County School System-Oviedo, Florida 2001 to 2004
Substitute Teacher

- ❖ Responsibilities:
  - Implementing lesson plans, at all levels of education including elementary, middle and high school level. Engage the students meaningfully.

Jacobson's Retail Store-Winter Park, Florida 1986 to 1991
Buyers Assistance

- ❖ Responsibilities:
  - Assisted Buyers with purchase orders and overseeing incoming merchandise.
  - Distributed merchandise to 9 retail stores in Florida.
  - Made appointments and managed schedule for buyer's market trips to New York City.
  - Assist sales clerks and managers with any issues at the 9 stores in Florida.

Education

- Some undergraduate credits in accounting and office management
- Winter Park High School-Winter Park, FL, Graduated