

WORKSHOP AGENDA

Board of Mayor and Aldermen

August 31, 2023 @ 6:30 PM

For the September 5, 2023 Regular Meeting @ 7:00 PM

- Call meeting to order.
- Determine quorum.
- Prayer by Alderman Hobbs.
- Pledge of Allegiance by Mayor Cole.

ORDER OF BUSINESS

1. Approve Minutes: August 1, 2023 Regular Meeting and August 22, 2023 Special Meeting.
2. Public Comment Period.
3. Department Reports:
 - A. Police Department
 - B. Fire Department
 - C. Parks & Recreation Department
 - D. Library
 - E. Finance Department
 - F. Water Treatment Plant

OLD BUSINESS

4. Second Reading - **Ordinance #2023-18** - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.
5. Second Reading - **Ordinance #2023-19** - An Ordinance to Amend the Fiscal Year 2023-2024 Drug Fund Budget.
6. Second Reading - **Ordinance #2023-20** - An Ordinance to Amend the Fiscal Year 2023-2024 Equitable Sharing Fund Budget.

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.)

7. Consent Agenda Items
 - A. Approve or Reject City Bids and Purchases:
 1. Sole Source Purchase - Ballistic Carriers and Plates for the Police Department SWAT Team.

2. OMNIA Partners Contract Pricing - Roof for Multipurpose Building.
 3. GSA Contract Pricing - Copy Machine for City Hall Mail Room.
 4. State Contract Pricing - Equipment and Supplies for New Fire Station #41 Training Room.
 5. Sourcewell Contract Pricing - Replacement Tasers and Accessories for the Police Department.
 6. Sole Source Purchase - Firefighter Personal Protective Gear for the Fire Department.
 7. GSA Contract Pricing - DocuSign Services for Use with Ceridian Dayforce.
- B. Approve Change Order #3 for the Industrial Boulevard Sewer Expansion Project.
 - C. Approve Professional Services Agreement with Croft & Associates, LLC for Right-of-Way Acquisition Consulting Services for the Blair Road West Expansion Project.

NEW BUSINESS

8. First Reading - **Ordinance #2023-21** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 14, Parcel 72, Consisting of Approximately 9.33 Acres, Located at 31 Lillian Buchanan Drive, From a C-2 (Highway Service Commercial) Zoning District to a R-3 (High Density Residential) Zoning District. (Received a ?? recommendation from the Planning Commission on August 29, 2023.)
9. First Reading - **Ordinance #2023-22** - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.
10. First Reading - **Ordinance #2023-23** - An Ordinance to Amend Title 14, Chapter 3 of the La Vergne Municipal Code Regarding Grading, Soil Erosion and Sedimentation Control and Title 14, Chapter 6 of the La Vergne Municipal Code Regarding the Stormwater Management Ordinance.
11. **Resolution #2023-17** - 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. Approve the Renewal of a License Agreement with Windstream KDL, LLC, to Construct, Maintain, Operate, and Use a Fiber Optic Telecommunications Network Within a Specified Portion of the City's Right-of-Way.
13. **Appoint or Remove Board / Committee Members:**
 - A. Stormwater Appeals and Advisory Board. (Two terms are vacant.)

MAYOR / ALDERMEN COMMENTS

ADJOURN

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF MAYOR AND ALDERMEN
OF THE CITY OF LA VERGNE, TENNESSEE HELD ON AUGUST 1, 2023 AT
LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.**

CALL TO ORDER

The August 1, 2023 regular meeting of the Board of Mayor and Aldermen of the City of La Vergne, Tennessee was called to order at 7:00 p.m. at La Vergne City Hall by Mayor Jason Cole.

BOARD MEMBERS PRESENT

Members present: Mayor Jason Cole, Vice-Mayor Steve Noe, and Alderman Carol Haas.
Members absent: Alderman Kara Hobbs and Alderman Dennis Waldron.

A prayer was led by Alderman Haas. The Pledge of Allegiance was led by Alderman Haas.

ORDER OF BUSINESS

1. Approve Minutes: July 6, 2023 Public Hearing and July 6, 2023 Regular Meeting.

A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to approve the minutes of the July 6, 2023 Public Hearing and July 6, 2023 Regular Meeting, was adopted with all voting AYE.

2. Presentations:

A. Citizen of the Year. Mayor Cole named Tammy Sands and John Oakley as Citizens of the Year and presented them with a key to the City.

3. Public Comment Period.

No one spoke.

4. Department Reports:

A. Police Department. Interim Police Chief Brent Hatcher gave the report for the Police Department.

B. Fire Department. Fire Chief Ronny Beasley gave the report for the Fire Department.

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

D. Finance Department. Ms. Tonya Williams gave the report for the Finance Department.

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

OLD BUSINESS

- 5. Second Reading - Ordinance #2023-17 - An Ordinance to Amend the City of La Vergne Fee Schedule Regarding the Sewer Rates and Tap Fees for the Blair Road Sewer Basin.**

A motion, made by Alderman Haas, seconded by Vice-Mayor Noe, to approve Ordinance #2023-17 on second reading, was adopted following a roll-call vote.

Alderman Haas	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

CONSENT AGENDA

- 6. Consent Agenda Items:**
- A. Approve or Reject City Bids and Purchases:**
1. Bid Amendment - Police Department Uniforms Price Increase.
 2. Sourcewell Contract Pricing - Furniture for Fire Station #41.
 3. State Contract Pricing - Motorola Radios and Equipment for the Fire Department.
 4. OMNIA Partners Contract Pricing - Fitness Area Surfacing and Equipment for Veteran's Memorial Park.
 5. State Contract Pricing - Skid Steer for the Stormwater Department.
 6. Ratify Sole Source Purchase - Replacement Cameras for Channel 3 in Boardroom.
 7. Sourcewell Contract Pricing - Asphalt Hot Box Trailer for the Street Department.
 8. Sole Source Purchase - Muffin Monster Grinder Replacement at Fergus Road Sewer Lift Station.
 9. OMNIA Partners Contract Pricing - Body Worn Cameras for the Police Department.
- B. Approve Change Order No. 1 to Amend the Professional Services Agreement with Johnson + Bailey Architects P.C. dated July 29, 2021 - New Fire Station 41 Building.**
- C. Approve Street Paving with Hawkins Asphalt Paving, LLC for Fiscal Year 2023-2024.**
- D. Approve City Hall Parking Lot and Driveway Paving with Hawkins Asphalt Paving, LLC and Striping with Kerr Bros. & Associates.**
- E. Ratify the Approval of Grant Contract #2426-17 with the Greater Nashville Regional Council for the La Vergne Senior Center.**

- F. Ratify the Approval of Addendum #1 to the Professional Services Agreement with Ralph Andersen & Associates for the Recruitment of the Police Chief.
- G. Approve Sourcewell Furniture Program Participation Agreement with HiTouch Business Services, LLC.
- H. Approve Sponsorship Agreement with TDS Telecommunications, LLC d/b/a TDS Telecom for Sponsorship of the La Vergne Fall Festival through 2025.
- I. Approve Memorandum of Understanding (MOU) with Motlow State Community College for Non-Credit Instruction for Fire Department Advanced Emergency Medical Technician Training.
- J. Approve Change Order No. 2 to the Contract with Romach, Inc. for the Construction of Fire Station 41.
- K. Approve Amendment to Agreement with Placer Labs, Inc. for Economic Development Services.

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

NEW BUSINESS

- 7. First Reading - Ordinance #2023-18 - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.

A motion made by Vice-Mayor Noe, seconded by Mayor Cole, to approve Ordinance #2023-18 on first reading, was adopted with all voting AYE.

- 8. First Reading - Ordinance #2023-19 - An Ordinance to Amend the Fiscal Year 2023-2024 Drug Fund Budget.

A motion was made by Mayor Cole, seconded by Alderman Haas, to approve Ordinance #2023-19 on first reading was adopted with all voting AYE.

- 9. First Reading - Ordinance #2023-20 - An Ordinance to Amend the Fiscal Year 2023-2024 Equitable Sharing Fund Budget.

A motion was made by Vice-Mayor Noe, seconded by Mayor Cole, to approve Ordinance #2023-20 on first reading, was adopted with all voting AYE.

- 10. Resolution #2023-16 - A Resolution Authorizing the City of La Vergne to Participate in the Public Entity Partners "Safety Partners" Matching Grant Program.

A motion was made by Mayor Cole, seconded by Alderman Haas, to approve Resolution

#2023-16, was adopted with all voting AYE.

11. Motion to Approve a Sewer Agreement with BRS Development, LLC for the Sewer Line Extension Project for Arbor Ridge.

A motion was made by Mayor Cole, seconded by Vice-Mayor Noe, to approve a sewer agreement with BRS Development for the sewer line extension project.

Vice-Mayor Noe asked Assistant City Administrator Kyle Brown about the motion. Mr. Brown explained that this was a benefit for the City.

The motion was approved with all voting AYE.

12. Appoint or Remove Board / Committee Members:

A. Historical Preservation Advisory Committee. Mayor Cole appointed Hannah Baker to the Historical Preservation Advisory Committee. The Board confirmed the appointment with all voting AYE.

13. Discussion - Nonprofit Donation Request - La Vergne Housing Authority.

Ms. Brenda Bryant, a representative of the La Vergne Housing Authority, approached the podium and explained the donation request. She made comments about the senior housing need in the City. She explained her background and their plan for the City. A lengthy discussion ensued.

City Administrator Bruce Richardson stated that the La Vergne Housing Authority is their own agency and does not report to the City. He explained the donation process of the City.

City Attorney Evan Cope explained the State laws regarding 501(c) donations.

A discussion ensued.

No action was taken.

MAYOR / ALDERMEN COMMENTS

Alderman Haas reminded everyone to take care of their pets and the elderly. She also thanked the City Staff for their hard work.

Vice-Mayor Noe thanked Danny Campbell from Inframark for donating T-shirts to the Senior Center.

Mayor Cole reminded everyone about the Howl at the Moon 5K and the City Carnival at the

end of the month. He also asked everyone to keep former Mayor Erwin and his family in their prayers after the loss of his son.

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 7:33 p.m.

Mayor

City Recorder

Approved: _____

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF MAYOR AND ALDERMEN
OF THE CITY OF LA VERGNE, TENNESSEE HELD ON AUGUST 22, 2023 AT
LA VERGNE CITY HALL, LA VERGNE, TENNESSEE.**

CALL TO ORDER

The August 22, 2023 special 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 Carol Haas, Alderman Kara Hobbs, and Alderman Dennis Waldron.

ORDER OF BUSINESS

1. Motion to Approve an Employment Agreement between the City of La Vergne and Christopher Moews.

A motion was made by Mayor Cole, seconded by Alderman Waldron, to approve the employment agreement between the City of La Vergne and Christopher Moews.

Alderman Waldron made comments about extending employment agreements to the other department heads.

The motion was approved following a roll call vote.

Alderman Waldron	NO
Alderman Haas	AYE
Alderman Hobbs	AYE
Vice-Mayor Noe	AYE
Mayor Cole	AYE

ADJOURNMENT

There being no further business, Mayor Cole declared the meeting adjourned at 7:33 p.m.

Mayor

City Recorder

Approved: _____



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: August 31, 2023

Item Title: Second Reading - **Ordinance #2023-18** - An Ordinance to Amend the Fiscal Year 2023-2024 General Fund Budget.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Ordinance #2023-18

Summary:

This is a request to approve a budget amendment for the General Fund to allocate funds for the replacement cameras for Channel 3 and for the amendment to the PSA with Johnson + Bailey Architects for additional work needed for Fire Station #41.

Background Information:

This is a budget amendment to allocate funds for the following items:

- Replacement Cameras for Channel 3 - \$9,200
- Amendment to PSA with Johnson + Bailey Architects - \$77,500

Both of these items were approved at the last meeting.

Financial Summary:

A total of \$86,700 will be transferred from fund balance to the respective departments for these purchases.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-18

AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 GENERAL FUND BUDGET.

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

The 2023-2024 Budget is hereby amended for the **General Fund** by providing for:

Increased Expenditures for account number:

110-47200-312	Public Relations - Small Items of Equip.	\$	9,200
110-42200-920	Fire Department - Buildings	\$	77,500

Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	86,700
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**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:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: August 31, 2023

Item Title: Second Reading - **Ordinance #2023-19** - An Ordinance to Amend the Fiscal Year 2023-2024 Drug Fund Budget.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Ordinance #2023-19

Summary:

This is a request to approve a budget amendment for the Drug Fund to purchase Ballistic Carriers and Plates for the SWAT Team.

Background Information:

This budget amendment will allocate funds for the future purchase of ballistic carriers and plates (bulletproof vests) for the SWAT Team. These bulletproof vests were not requested to be placed in the budget for this fiscal year. The actual purchase has been placed on the agenda for approval at the September 5 meeting.

Financial Summary:

The cost of the ballistic carriers and plates is \$27,609.60, so the Drug Fund will need to be amended to allocate funds in the amount \$27,650 in order to cover the cost of the purchase. These funds will come from the fund balance that is in the Drug Fund.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-19

AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 DRUG FUND BUDGET.

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

The 2023-2024 Budget is hereby amended for the **Drug Fund** by providing for:

Increased Expenditures for account number:

123-42129-312	Small Items of Equipment	\$	27,650
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Decrease Fund Balance:

123-37840	Transfer from Fund Balance	\$	27,650
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**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:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: August 31, 2023

Item Title: Second Reading - **Ordinance #2023-20** - An Ordinance to Amend the Fiscal Year 2023-2024 Equitable Sharing Fund Budget.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Ordinance #2023-20

Summary:

This is a request to amend the Equitable Sharing Fund budget for the future purchase of Tasers for the Police Department.

Background Information:

A request has been made to purchase Tasers for the Police Department. The funding would come out of the Equitable Sharing Fund Budget. These tasers were not requested to be placed in the budget for this fiscal year. The purchase of these tasers is on the agenda for approval at the September 5 meeting.

Financial Summary:

The cost of the taser purchase is \$312,646. This budget amendment will allocate \$312,700 from the fund balance in the Equitable Sharing Fund in order to make this purchase.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-20

AN ORDINANCE TO AMEND THE FISCAL YEAR 2023-2024 EQUITABLE SHARING FUND BUDGET.

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

The 2023-2024 Budget is hereby amended for the **Equitable Sharing Fund** by providing for:

Increased Expenditures for account number:

126-42179-944	Equitable Sharing - Equipment	\$	312,700
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Decrease Fund Balance:

126-37840	Transfer from Fund Balance	\$	312,700
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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:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: August 31, 2023

Item Title: Sole Source Purchase - Ballistic Carriers and Plates for the Police Department SWAT Team.

Department: Police

Presented By: Felicia Anderson

Item Attachments:

1. Quote
2. Sole Source Justification

Summary:

This is a request from the Police Department to purchase Ballistic Carriers and Plates for the SWAT Team.

Background Information:

The existing ballistic carriers and plates for the SWAT team are out of date and need to be replaced. Due to the type of equipment and how they are designed to fit the officer, they are considered a sole source purchase. A budget amendment for this purchase is on the agenda for consideration.

Financial Summary:

The cost of the ballistic carriers and plates is \$27,609.60. A budget amendment is on the agenda to allocate the funds for this purchase.

Staff Recommendation:

Staff recommends approval.

QUOTE

Verco Materials, LLC

871 Wheeler ST NW
Atlanta, GA 30318
404-872-9504

Quote No. 432
DATE June 14, 2023
CUSTOMER ID MGAPD

Customer LaVernge TN PD
5093 Murfreesboro Road
La Vergne, TN 37086
615-892-0140

SHIP TO LaVernge TN PD
ATTN: Bill Timson
5093 Murfreesboro Road
La Vergne, TN 37086
615-892-0140

Payment Terms	SHIPPING TERMS	Expiration Date
NET 30 ARI	As available	45days

QTY	ITEM #	DESCRIPTION	MSRP DISCOUNT	UNIT PRICE	LINE TOTAL
32.00	UOLEM	UrbanShieldMH, LE Medium armor panel, Level III+	38%	\$ 737.80	\$ 23,609.60
16.00	Plate style carrier, M	Ranger Green, 500D, MOLLE, velcro, quick release, for size LE Medium panels	50%	\$ 250.00	\$ 4,000.00
					-

1. Please respond with confirmation of reception.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if alternate shipping is required.
4. Send all correspondence to:
Verco Materials
871 Wheeler ST NW
Atlanta, GA 30318
Office: 404-872-9504
5. Quote pricing is specific to specific customer and not indicative of pricing available to other customers. Please keep information confidential.

SUBTOTAL	\$ 27,609.60
SALES TAX	
TOTAL	\$ 27,609.60

Gabriel Todd, VP Tech Sale 6/14/2023

Authorized by

Date

Sole Source Justification

High performance, imbricated, conformable armor can provide several benefits to officers, in comparison to conventional hard plate armor: increased mobility, increased comfort, increased multi-hit capability, and improvement of both form and sizing fit, while incurring no reduction in ballistic performance. An imbricated design allows for movement of the armor with the officer, as opposed to the pinching/jabbing/movement-fighting experience seen with hard plates. This translates into a more comfortable solution, while both in motion and at rest, which encourages and allows for better adherence to armor wearing policy and officer safety. Additionally, armor that can conform to the officer's body shape, as well as having a design that can be easily imbricated to the required shape/size of the officer, performs more closely as intended and provides a higher level of protection to an officer than poorly sized and/or fitted armor. An imbricated design ensures there are no theoretical or real opening or reductions in protective material thicknesses in any neutral or conformed orientation. In a non-imbricated system, conforming the armor to a curved body could result in some materials moving away from each other in such a way as to create gaps or reductions in protective material thickness. An imbricated system, through overlap, ensure that this is never the case. Patented individual tile wrap technology isolates ballistic impact damage and improves multi-hit capability over monolithic armors.

The National Institute of Justice (NIJ) is widely recognized as the premier certifier of body armor in the United States and much of the world. In regards to rifle armor of imbricated designs, the NIJ has developed a more strenuous testing protocol for these types of armors. The NIJ's Compliance Testing Program Administrative Clarification 2015:01 Test Protocol for Type III Scaled Plates calls for a greater than 4x ballistic testing sample size (38 samples vs 8 samples for conventional hard plates) and includes ballistic events that are not included in regular Standard for hard plates (angled shots of the armor). To date, Verco Materials is the only company, owning the only patented technologies, in the world who has successfully submitted and achieved Level III Certification through the NIJ CTP Administrative Clarification 2015:01. Verco Materials is the only manufacturer/company to have the ability to successfully demonstrate development and implementation of this type of technology.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: August 31, 2023

Item Title: OMNIA Partners Contract Pricing - Roof for Multipurpose Building.

Department: Parks & Recreation

Presented By: Felicia Anderson

Item Attachments: 1. MPB Roof Proposal

Summary:

This item will approve a new roof for the Multipurpose Building.

Background Information:

The roof at the Multipurpose Building needs to be replaced. The attached proposal from Rackley Roofing Co., Inc. includes tearing off and disposal of the old roof and installing the new roof. (Please note that the letter from the vendor has misquoted the price. The correct price is in the quote and they will send a corrected letter as soon as possible.)

Financial Summary:

The cost of the new roof is \$25,541.20. This will be purchased through OMNIA Partners Contract #180901-TN-658. This is a budgeted item for FY 2023-2024.

Staff Recommendation:

Staff recommends approval.



August 2, 2023

Andrew Stophel – Park Supervisor
City of LaVergne
5093 Murfreesboro Road
La Vergne, TN 37086

Re : Lavergne City Hall, 5093 Murfreesboro Rd., La Vergne, TX 37086
NRP CPN : 180901-TN-658

Mr. Stophel:

National Roofing Partners (NRP) and its local partner, Rackley Roofing Co., Inc., have developed the following pricing proposal for the Lavergne City Hall. This pricing proposal was developed in compliance with NRP's contract number R180901 with OMNIA Partners and includes the total cost to:

Base Bid Scope of Work:

Tear off existing shingle materials (1-layer) and dispose off-site. (Additional Layers are an Extra \$55 per square.)

Install GAF FeltBuster synthetic underlayment to field of roof.

Install GAF StormGuard Ice & Water shield in the valleys, eaves, rakes, walls, and at all penetrations.

Install GAF Pro-Start starter shingles and drip edge at all eaves and rakes.

Apply GAF Timberline HDZ Architectural Shingles in a standard color.

Install GAF Seal-A-Ridge cap shingles at peaks of shingled roof areas.

Replace all pipe boots with new boots and an additional rain collar for added protection.

Replace any wall step flashings/counter flashings.

Complete a thorough job walk-through and yard/driveway cleanup with a magnetic rake.

This proposal includes a GAF System Plus Warranty and Rackley Roofing Co., Inc.'s standard two-year workmanship warranty.

Existing gutter and downspout to remain.

EXCLUSIONS AND CLARIFICATIONS:

Includes all sales tax, hoisting, and disposal equipment required to complete this scope of work.

No work included on any other roof areas, other than stated above.

Raising, disconnection, and reconnection of HVAC units, electrical, plumbing, condensing units, service lines, conduit, gas lines, exhaust fans, and disconnects (if needed) completed by others.

No work with decking or structural framing is included in this proposal.

Price is based on dumpster and staging locations that are next to the building/roof sections included in this scope.

Additional charges will be incurred if dumpster locations are not approved.

Replacement of damaged or deteriorated wood blocking for an additional \$5.50 per board foot.

I understand that if roof decking rot is discovered during tear-off, Rackley reserves the right to replace sheathing and bill me up to \$129 per sheet of plywood/ \$120 per sheet of OSB/ \$12 per lineal foot 1x decking in addition to the estimated cost without notifying me in advance. Rackley will call me for authorization if wood replacement exceeds \$500.

No work with masonry, stucco, wall panels, siding, fascia, gutter, downspout, or soffit included in this proposal.

Excludes all non-roof related break metal.

Lavergne City Hall
5093 Murfreesboro Rd.
NRP CPN#: 180901-TN-658

Attached is the Proposal & Scope of Work which defines the work that Rackley Roofing Co., Inc. proposes to complete. The project scope includes a manufacturer's 20-year warranty, extended warranty options are available at an additional cost, provided upon request.

Based on this scope of work, pricing to complete the Lavergne City Hall project is **\$26,297.53**. This pricing is compliant with the OMNIA Partners' unit pricing.

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with manufacturers specifications.

If this proposal is accepted, please see instructions for purchase order:

1. The purchase order will be issued to Rackley Roofing.
2. The purchase order should be clearly marked "**Per OMNIA Contract #180901-TN-658.**"
3. E-mail the purchase order and tax-exempt certificate, if applicable, in PDF format to:
 - a. Jake.henley@rackleyeasttn.com
 - b. coop@rlnnp.com
4. Once we receive a P.O., a notice to proceed will be issued and work can begin at the member's discretion.

If you have any questions or need additional information, please contact our office.

Best Regards,

Jake Henley
Rackley Roofing Co., Inc.
105 Hunter Avenue
Carthage, TN. 37030
423-202-4194



1-Aug-2023

LINE ITEM PRICE ESTIMATE

CPN: 180901-TN-658



Project Name: LaVergne City Hall
Project Address: 5093 Murfreesboro Road LaVergne, TN



Pricing Summary by Category			
Category	Water Resistant Roofing	Subtotal	\$ -
Category	Insulation	Subtotal	\$ -
Category	Roof Tiles and Shingles	Subtotal	\$ -
Category	Roofing and Roof Restoration	Subtotal	\$ -
Category	Masonry	Subtotal	\$ -
Category	Metal Work	Subtotal	\$ -
Category	Woodwork	Subtotal	\$ -
Category	Standing Seam Metal Roof System	Subtotal	\$ -
Category	Roof Specialties and Accessories	Subtotal	\$ -
Category	Roof Services	Subtotal	\$ 26,009.39
Category	General Cost Factors	Subtotal	\$ -
Category	Additional Line Items	Subtotal	\$ -
		Line Item Total	\$ 26,009.39
		Discount	\$ (468.19)
		Proposal Price	\$ 25,541.20

Detailed Line Item Breakdown					
Item No.	Description	UOM	Price	Qty	Total
	Water Resistant Roofing				
			-		\$ -
	Insulation				
			-		\$ -
	Roof Tiles and Shingles				
			-		\$ -
	Roofing and Roof Restoration				
			-		\$ -
	Masonry				
			-		\$ -
	Metal Work				
			-		\$ -
	Woodwork				
			-		\$ -
	Standing Seam Metal Roof System				
			-		\$ -
	Roof Specialties and Accessories				
			-		\$ -
	Roof Services				
			-		\$ -
48	Additional and occasional supplies, materials, equipment and services				
48a	Additional and occasional services Roofing supplies Discount off Retail	% of discount	5%	7,757.20	\$ 7,369.34
56	Labor Rate for Roofer	Per Hour	94.50	168	\$ 15,876.00
19-45	Equipment; other	%	25%	850.00	\$ 1,062.50
19-46	Multiplier; project safety and fall restriction	%	7%	24,307.84	\$ 1,701.55
	General Cost Factors				
			-		\$ -
	Additional Line Items				
			-		\$ -
		Line Item Total			\$ 26,009.39



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: August 31, 2023

Item Title: GSA Contract Pricing - Copy Machine for City Hall Mail Room.

Department: Finance

Presented By: Felicia Anderson

Item Attachments: 1. Proposal

Summary:

This item will approve a lease for a new copy machine for the City Hall Mail Room. The current lease is ending soon and this lease is for the new machine.

Background Information:

This will replace the existing copy machine with a new one. This is a budgeted item.

Financial Summary:

The monthly lease is \$250 per month for 60 months. There is also a service agreement that will be \$200 per quarter that includes parts, labor and toner.

Staff Recommendation:

Staff recommends approval.



2340 Southgate Blvd. Murfreesboro TN 37128
P: 615.893.1574 • F: 615.893.1368 • www.mtr1.com



Proposed By:
Jay Hodge
(615) 648-5450
jhodge@mtr1.com
7/20/2023

Proposed For:
Leslie Anderson
City of Lavergne
fanderson@lavernetn.gov
(615) 287-8645

HP Laserjet Managed MFP E73140dn **NEW Black & White MFP** *For Admin/Mailroom*

- Copy/Print/Scan
- 40 Pages per Minute
- Dual Scan Document Feeder
- Auto-Stapling Finisher
- Two 500 Sheet Universal Paper Sources
- 2,000 Sheet Letter Paper Source
- 100 Sheet MP Tray
- USB Host Port (print from or scan to a USB thumb drive)
- Duplex
- And much more...



60 Month, Fair Market Value Buy-Out Lease = **\$250.00** per month

Service Agreement
\$200.00 per quarter.
Includes 20,000 pages per quarter.
Overages will be billed at \$0.01 per page.

Includes Parts, Labor, 4-Hour Response, Toner and Supplies with the exception of paper & Staples.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: August 31, 2023

Item Title: State Contract Pricing - Equipment and Supplies for New Fire Station #41 Training Room.

Department: Fire

Presented By: Felicia Anderson

Item Attachments: 1. Quote

Summary:

This item is to purchase the necessary equipment and supplies needed for the new training room that will be in the new Fire Station #41.

Background Information:

As a part of the construction of the new Fire Station #41, there will be a new training room at the back of the building. This training room will accommodate up to 120 people. This training room will also be our Emergency Operations Center in the case of an emergency. The audio/video and technology requirements for this room are critical. These items will be purchased using the State Contract pricing through Howard Technology Solutions. The contract number is #230105.

Financial Summary:

The total cost of the equipment and supplies with installation is \$87,797.37. This is a budgeted item for the new Fire Station.

Staff Recommendation:

Staff recommends approval.

Phone: 1.888.912.3151
Fax: 1.601.399.5077
Online: www.howardcomputers.com



Howard Computers
P.O. Box 1588
Laurel, MS 39441

Online Quotation

Quote No: EK2 1316169.00
Customer Name: Nick Matthews
Company Name: City Of La Vergne Fire Department
Quote Name: OPP-020250 La Vergne

Quote Date: July 31, 2023
Phone Number: 6152878743
Fax Number:

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Epson PowerLite L730U - 3LCD projector - 7000 lumens (white) - 7000 lumens (color) - WUXGA (1920 x 1200) - 16:10 - 1080p - 802.11n wireless / LAN MPN: V11HA25020	1	\$3,725.00	\$3,725.00
2:	Epson PowerLite L530U - 3LCD projector - 5200 lumens (white) - 5200 lumens (color) - WUXGA (1920 x 1200) - 16:10 - 1080p - 802.11n wireless / LAN / Miracast MPN: V11HA27020	1	\$2,645.00	\$2,645.00
3:	Chief RPA-UW - Mounting kit (ceiling mount, bracket) - for projector - steel - white - ceiling mountable MPN: RPAUW	2	\$189.00	\$378.00
4:	Chief Above Tile Suspended Ceiling Kit - For Projectors - White - Mounting kit (suspended ceiling plate, 2 clamps, ceiling bracket, escutcheon ring, tie wire, safety cable assembly, 4 turnbuckles, 4 screws, 4 eye screws, 4 concrete anchors, bolt bracket, 4 washers, 4 wing nuts) - for projector MPN: CMA440	3	\$116.00	\$348.00
5:	Chief 6-9' Adjustable Extension Column - White - Mounting component (extension column) - for projector - aluminum - white MPN: CMS006009W	1	\$61.00	\$61.00
6:	Chief Speed-Connect CMS-0305W - Mounting component (extension column) - for projector - aluminum - white MPN: CMS0305W	1	\$144.00	\$144.00
7:	LG 86UR340C9UD - 86" Diagonal Class UR340C Series LED-backlit LCD TV - digital signage - 4K UHD (2160p) 3840 x 2160 - HDR - navy blue, almost black MPN: 86UR340C9UD	2	\$1,969.00	\$3,938.00
8:	Chief Fusion Large Adjustable Display Wall Mount - For Displays 42-86" - Large - mounting kit (wall mount) - micro adjustment - for LCD display - black - screen size: 42"-86" MPN: LTM1U	2	\$268.00	\$536.00
9:	Chief Proximity Component Storage Interface Panel - For Display Mount - Black - Mounting component (storage panel) - black MPN: CSMP9X12	2	\$39.00	\$78.00
10:	Keystone Decorator Wallplate 1 Hole White MPN: WP-DW1WHT	1	\$2.00	\$2.00
11:	CAT6 Punchdown Keystone Jack 90 degree Black MPN: KJ6BLK	2	\$5.59	\$11.18
12:	Double Gang White Decora Wall Plate Cover MPN: WPDC-5005	1	\$3.19	\$3.19
13:	Comprehensive MHD48G-3PROBLK MPN: MHD48G-3PROBLK	8	\$22.00	\$176.00
14:	Comprehensive MHD48G-6PROBLK MPN: MHD48G-6PROBLK	8	\$26.00	\$208.00
15:	Comprehensive MHD48G-9PROBLK MPN: MHD48G-9PROBLK	5	\$33.00	\$165.00
16:	Comprehensive Standard - Audio cable - RCA x 2 male to RCA x 2 male - 3 ft - shielded - black MPN: 2PP-2PP-3ST	1	\$3.00	\$3.00
17:	Comprehensive CAT6STP-25GRN MPN: CAT6STP-25GRN	3	\$18.00	\$54.00

18:	Comprehensive - Patch cable - RJ-45 (M) to RJ-45 (M) - 6 in - CAT 6 - molded, snagless, stranded - black MPN: CAT6-50BLK	1	\$17.00	\$17.00
19:	Comprehensive MicroFlex Pro AV/IT - Patch cable - RJ-45 (M) to RJ-45 (M) - 7 ft - CAT 6 - booted, snagless, stranded - black MPN: MCAT6-7PROBLK	10	\$7.00	\$70.00
20:	Comprehensive Standard - Microphone cable - XLR3 male to XLR3 female - 25 ft - shielded - matte black MPN: XLRP-XLRJ-25ST	1	\$19.00	\$19.00
21:	Comprehensive - Patch cable - RJ-45 (M) to RJ-45 (M) - 14 ft - CAT 6 - molded, snagless, stranded - black MPN: CAT6-14BLK	4	\$6.00	\$24.00
22:	Middle Atlantic UMS UMS1-11.5 - Rack shelf - black - 1U - 19' MPN: UMS1-11.5	6	\$52.00	\$312.00
23:	Middle Atlantic SRSR 4-25 - Rotating rail system - anodized, brushed black - 25U - 19' MPN: SRSR-4-25	1	\$661.00	\$661.00
24:	Middle Atlantic - Rack fan kit - AC 115 V MPN: FAN-6	2	\$103.00	\$206.00
25:	Middle Atlantic - Fan grill - black powder coat MPN: GUARD-6	2	\$20.00	\$40.00
26:	Chief Speed-Connect 24' Fixed Extension Column - White - Mounting component (extension column) - for projector - aluminum - white MPN: CMS024W	1	\$43.00	\$43.00
27:	Shure Microflex Standard Gooseneck MX412/C - Microphone MPN: MX412/C	1	\$249.00	\$249.00
28:	ViewSonic ColorPro VP2456 - LCD monitor - 24' (23.8' viewable) - 1920 x 1080 Full HD (1080p) @ 75 Hz - IPS - HDMI, DisplayPort MPN: VP2456	2	\$213.00	\$426.00
29:	Leviton Bulk Hook and Loop Wrap - Cable wrap - 75 ft MPN: 43115-075	1	\$67.00	\$67.00
30:	RM CEILING ARRAY MICROPHONE - WHITE MPN: RM-CG-W	3	\$3,493.00	\$10,479.00
31:	1P 22G STRD SHLD PLEN II 500' Audio & Control, Black MPN: 25291BBK500	1	\$54.00	\$54.00
32:	1P 18G STRD UNSHLD PLENII 500' Speaker MPN: 25224BBK500	1	\$83.00	\$83.00
33:	CAT6 Plenum Cable, Black, 1000' MPN: 254246EZBK1000	1	\$281.00	\$281.00
34:	Cat6 UTP 1piece Modular Plug MPN: CN-CAT61PC-01	1	\$94.00	\$94.00
35:	EasyIP 10 Camera White MPN: 999-30200-000W	1	\$2,720.00	\$2,720.00
36:	EasyIP Mixer System Global MPN: 999-60320-000	1	\$2,112.00	\$2,112.00
37:	1.5' NPT Drop Pipe Camera Adapter White MPN: 535-2000-300W	1	\$63.00	\$63.00
38:	DTP CrossPoint 84 IPCP MA 70 100 Watt 70 V Mono Power Amplifier MPN: 60-1368-13	1	\$5,234.00	\$5,234.00
39:	DTP HD DA4 4K 230 HDMI to Four Output DTP DA - 230 feet (70 m) MPN: 60-1437-01	1	\$1,859.00	\$1,859.00
40:	DTP HDMI 4K 230 Rx HDMI Rx - 230 feet (70 m) MPN: 60-1271-13	6	\$324.00	\$1,944.00
41:	DTP HDMI 4K 230 Tx HDMI Tx - 230 feet (70 m) MPN: 60-1271-12	3	\$322.00	\$966.00
42:	DTP2 T 201 D HDMI 4K/60 Wallplate Tx, White - 330 feet (100 m) MPN: 60-1741-53	1	\$654.00	\$654.00
43:	TLP Pro 1025T 10' Tabletop TouchLink Pro Touchpanel, Black MPN: 60-1565-02	1	\$1,820.00	\$1,820.00
44:	XPA U 1004 SB Four Channel Bridgeable Output Amp, 100/200 Watts MPN: 60-1301-01	1	\$764.00	\$764.00
45:	RSU 129 1U 9.5' Deep Universal Rack Shelf, Gray MPN: 60-190-01	1	\$99.00	\$99.00
46:	IR Emitter and Shield Kit MPN: 70-283-01	2	\$30.00	\$60.00
47:	XTP DTP 22P/1000 Plenum 1000' (305 m) spool MPN: 22-286-03	1	\$2,621.00	\$2,621.00
48:	XTP DTP 22 RJ-45 Plug XTP DTP 22 Plug, Package of 10 MPN: 101-033-01	2	\$99.00	\$198.00
49:	3-Gang custom wall plate MPN: H39441-WQ659399	1	\$252.00	\$252.00
50:	DSP with 12 analog inputs and 8 analog outputs, Dante and AEC MPN: TesiraFORTE DAN CI	1	\$2,689.00	\$2,689.00

51:	Tensioned Contour Electrol 16:9 90"x160' or 184' Diagonal, HD Progressive 1.1 MPN: 39159L	1	\$4,345.00	\$4,345.00
52:	Tensioned Contour Electrol 16:9 58"x104' or 119' Diagonal, HD Progressive 1.1 MPN: 39156LS	1	\$3,291.00	\$3,291.00
53:	Unbalanced to Balanced Audio Transformer - RCA, XLR MPN: TX-AFC1M	1	\$111.00	\$111.00
54:	NETGEAR AV Line M4250-26G4F-PoE+ - Switch - L3 - managed - 24 x 10/100/1000 (PoE+) + 2 x 10/100/1000 + 4 x 1000Base-X SFP - side to side airflow - rack-mountable - PoE+ (300 W) MPN: GSM4230P-100NAS	1	\$1,076.00	\$1,076.00
55:	Techflex 1-1/4 Clean Cut Sleeving 25 ft. Black MPN: CCP1.25BK	1	\$19.00	\$19.00
56:	Blu-Ray, DVD and CD/SD/USB Player MPN: DN-500BD MKII	1	\$488.00	\$488.00
57:	Dante AVIO Analog Input 1 Channel Adapter MPN: ADP-DAI-AU-1X0	1	\$162.00	\$162.00
58:	Inspiration Plus Lectern MPN: 55411-GTBKS42P31DTK0110	1	\$2,237.00	\$2,237.00
59:	Slim Lectern MPN: 55152-GTBKS101200002	1	\$1,284.00	\$1,284.00
60:	PS-C63RT 6.5' Ceiling Speaker, White MPN: 45131	10	\$150.00	\$1,500.00
61:	BTX MaxBlox 9-pin D-sub Female Connector (Epson, Viewsonic) MPN: CD-MX9F	4	\$15.00	\$60.00
62:	BTX MaxBlox Hood with Strain Relief MPN: CD-MX915H	5	\$4.00	\$20.00
63:	BTX MaxBlox 9-pin D-sub Male Connector (Denon, Newline) MPN: CD-MX9M	1	\$16.00	\$16.00
64:	AirMedia® Receiver 3200 MPN: AM-3200	2	\$1,364.00	\$2,728.00
65:	Neutrik NE8MX Cable End Connector Carrier X Series etherCON CAT5 - Nickel - Requires RJ45 cable MPN: NE8MX	5	\$5.00	\$25.00

Sub-Total:	\$67,017.37
Shipping & Handling :	Included
Taxes:	Tax Exempt
Total for Item 1:	\$67,017.37

This quote will expire August 30, 2023.
To expedite your order, please include your quote number with your Purchase Order.

Item 2

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Labor MPN: D8X87UA#ABA	1	\$10,631.00	\$10,631.00
2:	Standard Service Contract (SSC) MPN: D8X82UA#ABA	1	\$2,549.00	\$2,549.00
3:	Contingency Fee MPN: E0K81UA#ABA	1	\$3,041.00	\$3,041.00
4:	Programming / Commissioning MPN: E0M64UA#ABA	1	\$3,559.00	\$3,559.00
Sub-Total:				\$19,780.00
Shipping & Handling :				Included
Taxes:				Tax Exempt
Total for Item 2:				\$19,780.00

This quote will expire August 30, 2023.
To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$86,797.37
Shipping & Handling :	Included
Taxes:	Tax Exempt
Total:	\$86,797.37

Notes:

Pricing and availability subject to change without notice. Packaging, Shipping, and Handling fees are not included unless specifically stated. Prices and lease payments do not include applicable taxes. Ship dates are approximations and are not guarantees. Quick ship items not available in Alaska, Hawaii, or outside the United States. Specific state laws may affect shipment of products.

Any order for kiosks must be canceled prior to 21 days from the scheduled date of shipment to avoid incurring a 50% cancellation fee. Any cancellation made within that 21-day window will automatically incur a charge equivalent to 50% of the total kiosk order being canceled.

Howard reserves the right to charge a 25% restocking fee for cancellation of a purchase order after Howard has commenced fulfillment of the order. Howard may, with notice, cancel any purchase order at any time without any liability to the Purchaser. Howard reserves the right to charge the Purchaser full purchase price for delaying shipment of a purchase order for an extended period of time which then results in the cancellation of said order.

Given the current uncertainties related to international trade, Howard hereby reserves the right to unilaterally revise the prices quoted herein in the event its manufacturing or procurement costs for such goods increase due to the imposition by the United States or any other country of new or higher tariff(s) or of any other similar tax, fee or charge.

If Purchaser fails to pay any invoice in full within the time quoted herein, Howard may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.

Howard's product warranties and return policies and related information, which are available at <https://www.howardcomputers.com/support/warranties.cfm> and <https://www.howardcomputers.com/support/returnpolicy.cfm>, are fully adopted and incorporated herein by reference. These may also be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS SET FORTH OR INCORPORATED HEREIN; HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: August 31, 2023

Item Title: Sourcewell Contract Pricing - Replacement Tasers and Accessories for the Police Department.

Department: Police

Presented By: Felicia Anderson

Item Attachments:

1. Quote
2. Master Services and Purchasing Agreement

Summary:

This is a request from the Police Department to purchase replacement Tasers and accessories for the officers.

Background Information:

Interim Chief Hatcher has requested the purchase of replacement Tasers for the department. The existing Tasers that our officers carry are outdated and need to be replaced. This proposal will provide the city with 70 Tasers for all officers as well as the accessories needed for their use. This will be purchased using Sourcewell Contract #CEW#092722-AXN and the purchase will be from Axon Enterprise, Inc.

The City Attorney reviewed the contract, requested changes and those changes were made by the vendor.

Financial Summary:

There is a budget amendment on the agenda to allocate the funds for this purchase.

This was not originally budgeted for this fiscal year. The cost of the purchase is \$312,646.00. This will come from the Equitable Sharing Fund Budget if approved by the Board.

Staff Recommendation:

Staff recommends approval.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-489506-45121.852JL

Issued: 07/14/2023

Quote Expiration: 09/30/2023

Estimated Contract Start Date: 04/01/2024

Account Number: 107154

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Business;Delivery;Invoice-5093 Murfreesboro Rd 5093 Murfreesboro Rd La Vergne, TN 37086-2706 USA	LaVergne Police Dept. - TN 5093 Murfreesboro Rd La Vergne TN 37086-2706 USA Email:	Jesse Lowe Phone: (847) 514-5377 Email: jlowe@axon.com Fax:	Nickalai Powell Phone: (615) 793-7744 Email: npowell@lavernetn.gov Fax: (615) 793-2393

Quote Summary

Program Length	60 Months
TOTAL COST	\$312,646.00
ESTIMATED TOTAL W/ TAX	\$312,646.00

Discount Summary

Average Savings Per Year	\$10,020.80
TOTAL SAVINGS	\$50,104.00

Payment Summary

Date	Subtotal	Tax	Total
Mar 2024	\$312,646.00	\$0.00	\$312,646.00
Total	\$312,646.00	\$0.00	\$312,646.00

Quote Unbundled Price:	\$362,750.00
Quote List Price:	\$325,286.00
Quote Subtotal:	\$312,646.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
T10Cert	Taser 10 Certification Bundle	70	60	\$84.75	\$75.83	\$73.63	\$309,246.00	\$0.00	\$309,246.00
A la Carte Services									
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,800.00	\$3,400.00	\$3,400.00	\$0.00	\$3,400.00
Total							\$312,646.00	\$0.00	\$312,646.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Taser 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	70	03/01/2024
Taser 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	2	03/01/2024
Taser 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	70	03/01/2024
Taser 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	2	03/01/2024
Taser 10 Certification Bundle	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	3	03/01/2024
Taser 10 Certification Bundle	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	3	03/01/2024
Taser 10 Certification Bundle	100396	TASER 10 INERT MAGAZINE RED	3	03/01/2024
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	1400	03/01/2024
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	420	03/01/2024
Taser 10 Certification Bundle	100401	INERT UNITARY CARTRIDGE (TASER 10)	28	03/01/2024
Taser 10 Certification Bundle	100611	TASER 10 SAFARILAND HOLSTER, RH	65	03/01/2024
Taser 10 Certification Bundle	100613	TASER 10 SAFARILAND HOLSTER, LH	5	03/01/2024
Taser 10 Certification Bundle	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	03/01/2024
Taser 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	70	03/01/2024
Taser 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	12	03/01/2024
Taser 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	2	03/01/2024
Taser 10 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	03/01/2024
Taser 10 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	03/01/2024
Taser 10 Certification Bundle	74200	TASER 6-BAY DOCK AND CORE	1	03/01/2024
Taser 10 Certification Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	03/01/2024
Taser 10 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	03/01/2024
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	140	03/01/2025
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	420	03/01/2025
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	140	03/01/2026
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	420	03/01/2026
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	140	03/01/2027
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	420	03/01/2027
Taser 10 Certification Bundle	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	140	03/01/2028
Taser 10 Certification Bundle	100400	HALT UNITARY CARTRIDGE (TASER 10) - TBC	420	03/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Taser 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	70	04/01/2024	03/31/2029
Taser 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	04/01/2024	03/31/2029

Services

Bundle	Item	Description	QTY
Taser 10 Certification Bundle	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	70

Services

Bundle	Item	Description	QTY
Taser 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Taser 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Taser 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Taser 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Taser 10 Certification Bundle	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Taser 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Taser 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Taser 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Taser 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Taser 10 Certification Bundle	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
A la Carte	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Taser 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	70	03/01/2025	03/31/2029
Taser 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	2	03/01/2025	03/31/2029
Taser 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	70	03/01/2025	03/31/2029
Taser 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	2	03/01/2025	03/31/2029
Taser 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	12	03/01/2025	03/31/2029
Taser 10 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	03/01/2025	03/31/2029

Payment Details

Mar 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Single Payment	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$3,400.00	\$0.00	\$3,400.00
Single Payment	T10Cert	Taser 10 Certification Bundle	70	\$309,246.00	\$0.00	\$309,246.00
Total				\$312,646.00	\$0.00	\$312,646.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcwell CEW Contract #092722-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

TASER 10:

If Agency is purchasing TASER 10 or cartridges, the Agency agrees to the following:

1. Agency Warranty. If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
2. Purchase Order. To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

7/14/2023





Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term.
- 7.2. **Disclaimer.** All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("**Third-Party Products**") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.



Master Services and Purchasing Agreement for Agency

- 7.3.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.



Master Services and Purchasing Agreement for Agency

11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. In addition, Agency may terminate for convenience the Agreement with 60 days written notice to Axon.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **General.**
 - 17.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
 - 17.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
 - 17.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
 - 17.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
 - 17.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
 - 17.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 17.0

Release Date: 3/20/2023



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may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

- 17.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 17.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 17.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 17.10. **Governing Law.** The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 17.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to [Choose an item..](#), Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

DocuSigned by:

Signature: _____

Robert Driscoll

Name: _____

Title: VP, Assoc. General Counsel

7/12/2023 | 8:40 AM MST

Date: _____

AGENCY:

Signature: _____

Name: _____

Title: _____

Date: _____



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Axon Cloud Services Terms of Use Appendix

1. **Definitions.**
 - a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
 - c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
 - d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic



Master Services and Purchasing Agreement for Agency

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7, OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7, OSP 10 Term ("**Axon Records Subscription**")
 - b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - d. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon



Master Services and Purchasing Agreement for Agency

may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
14. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote ¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need
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• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
/Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
9. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
10. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
11. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
12. **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
13. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the 6th year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least 90 days in advance. If necessary to maintain compatibility among Axon Devices, within 30 days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.



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- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term.** The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 Start date.
6. **Access Rights.** Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.



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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. Wireless Offload Server.
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. Axon Vehicle Software.
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software"). "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.
6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.



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7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the “Fleet Technology Assurance Plan” (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware (“**Axon Fleet Upgrade**”) as schedule on the Quote.
- 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
- 7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency’s Fleet subscription for non-payment. Upon any termination:
- 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
- 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
- 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



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Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



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Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "Virtual Reality Media").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-virtual-reality-privacy-policy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



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Axon Commander Software Appendix

This Appendix applies if Axon Commander is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon Device. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon Device. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Commander license, as well as any maintenance. The term will begin upon installation of Commander by Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Commander;
 - 3.2. reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
 - 3.3. access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Commander in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Commander;
 - 3.6. resell, rent, loan or sublicense Commander;
 - 3.7. access Commander to build a competitive device or service or copy any features, functions, or graphics of Commander; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Commander.



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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or AXON API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;



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- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
 - 5.5. Prohibitions on API Content. Neither Agency nor its end users will use API content returned from the API Interface to:
 - 5.6. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 5.7. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 5.8. misrepresent the source or ownership; or
 - 5.9. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
6. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for 1 year following the release of an API Update for all depreciated API Service versions.



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Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



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Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**

- 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.
- 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

- 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
- 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
- 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 8.4. Ensure all appropriate data backups are performed;
- 8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
- 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
- 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



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VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU Solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have 90 days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify the Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these 90 days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, the Axon will delete all data from the VIEVU solution 90 days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency 90 days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of Migration.



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Axon Support Engineer Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Support Engineer Payment.** Axon will invoice for Axon Support Engineer ("ASE") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
2. **Full-Time ASE Scope of Services.**
 - 2.1. A Full-Time ASE will work on-site four (4) days per week.
 - 2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.
 - 2.3. The purchase of Full-Time ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE Service.
 - 2.4. The Full-Time ASE **Service options are listed below:**

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks
 Maintaining Agency's Axon Evidence account
 Connecting Agency to "Early Access" programs for new devices

Account Maintenance

Conducting on-site training on new features and devices for Agency leadership team(s)
 Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
 Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
 Comparing Agency's Axon usage and trends to peers to establish best practices
 Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, tier 1 and tier 2 technical support for Axon devices
 Proactively monitoring the health of Axon equipment
 Creating and monitoring RMAs on-site
 Providing Axon app support
 Monitoring and testing new firmware and workflows before they are released to Agency's production environment

Agency Advocacy

Coordinating bi-annual voice of customer meetings with Axon's Device Management team
 Recording and tracking Agency feature requests and major bugs

3. **Regional ASE Scope of Services**

- 3.1. A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.
- 3.2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
- 3.3. The purchase of Regional ASE Services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE Service.
- 3.4. The Regional ASE service options are listed below:



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Account Maintenance

Conducting remote training on new features and devices for Agency's leadership
Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program

Conducting weekly conference calls to cover current issues and program status

Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon devices

Direct Support

Providing remote, tier 1 and tier 2 technical support for Axon devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon usage data to identify trends and program efficiency opportunities

Comparing an Agency's Axon usage and trends to peers to establish best practices

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Agency Advocacy

Coordinating bi-yearly Voice of Agency meetings with Device Management team

Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The ASE is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice before utilizing any vacation days.



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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only--excluding Licenses leased for a pre-determined period of time, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period of time, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("Software Documentation"), or return such copies to Axon. Agency agrees that with respect to any copies that may exist with respect to media containing regular backups of Agency's computer or computer system, that Agency shall not access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, by the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. treasury Department's list of Specially Designated Nations or the U.S. Department of Commerce's Table of Denials.



Master Services and Purchasing Agreement for Agency

9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon Products.
- 1.2. **"Recipient Contact Information"** means contact Information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. **"Customer Data"** means
 - 1.3.1. **"My90 Customer Content"** which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. **"My90 Non-Content Data"** which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. **"Survey Response"** which means survey recipients response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. **"My90 Survey"** which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. **"Aggregated Survey Response"** which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon Products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 17.0

Release Date: 3/20/2023



Master Services and Purchasing Agreement for Agency

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon Products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon Products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customers, Axon will Process including store Customer Data within the United States. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon may be required to disclose Customer Data that Customer shares with Axon as part of a subpoena process or other order issued by a court or administrative body or otherwise required by any law or regulation. Axon will not disclose Customer Data except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon Customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or could reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon and, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives but Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within 72 hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

Title: Master Services and Purchasing Agreement between Axon and Agency

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Master Services and Purchasing Agreement for Agency

shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for 24 hours. Axon will not delete Aggregated Survey Response for four years following termination of this Agreement. There will be no functionality of My90 during these four years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of a My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations.
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notice and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.



Master Services and Purchasing Agreement for Agency

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21. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon Products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



Master Services and Purchasing Agreement for Agency

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback - enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("Data Dashboard") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customers; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: August 31, 2023

Item Title: Sole Source Purchase - Firefighter Personal Protective Gear for the Fire Department.

Department: Fire

Presented By: Felicia Anderson

Item Attachments: 1. Firefighter Turnout Gear Quote-Sole Source Letter

Summary:

This is an item to purchase firefighter personal protective gear for the Fire Department. This is a sole source purchase.

Background Information:

The Fire Department is in need of nine sets of personal protective gear for new firefighters. This will be purchased from Safe Industries as a sole source purchase. This is a budgeted item in the FY 2023-2024 budget.

Financial Summary:

The cost of the gear is \$38,206.00. This was budgeted in the Fire Department budget.

Staff Recommendation:

Staff recommends approval.



Safe Industries

Safe Industries
5031 Highway 153
Easley SC 29642
United States
(864) 845-7175

Quote

Date	Quote #
7/26/2023	EST21686

Page 1 of 3

Bill To	Ship To
City of LaVergne Fire Department (TN) 283 Old Nashville Hwy La Vergne TN 37086 United States	City of LaVergne Fire Department (TN) 468 Stone River Rd La Vergne TN 37086 United States

Expires		Sales Rep		Terms	Shipping Method	
9/7/2023				Net 30	Drop Ship	
Quantity	Units	Item	Description	Comments	Price	Extended
5		C-TRD51M3 A1221A000	MSA - Cairns® 880 Traditional Thermoplastic Fire Helmet MODEL TYPE5 880 SHELL COLOR1 BLACK EYE PROTECTIONM NFPA BOURKE EYE SHIELD HEADBAND ASSEMBLY3 DELUXE LEATHER (W/CROWN PAD) EARLAPS AND HOODA BLACK NOMEX FRONT HOLDER1 6" BRASS EAGLE CHINSTRAP W/IMPACT CAP AND SUS2 2 PT-NOMEX WITH QRB & SLIDE TRIM TYPE2 REFLEXITE TRIM COLOR AND SHAPE1 LIME-YELLOW SHIP FROMA SHIP FROM SJAX ADDITIONAL EYE PROTECTION0 NONE ACCESSORY TYPE0 NONE HELMET FRONT0 NONE		380.00	1,900.00
9	Ea	C6 PAC II	Majestic - Flash Hood: PAC II, Ultra C6, White Nomex Thread, Black		44.00	396.00
9	Ea	Globe Jacket	Globe Gxcel Jacket Agility Black Gold, Caldura Elite /w Nomex Nano, Crosstech Black		1,875.00	16,875.00
9	Ea	Globe Pants	Globe Pant System Agility Black Gold, Caldura Elite /w Nomex Nano, Crosstech Black		1,475.00	13,275.00
1		4301420 - 8R	Globe - Men's SUPRALITE® 14" Pull-On Structural Boot	robinson	530.00	530.00
2		4301420 - 11.5R	Globe - Men's SUPRALITE® 14" Pull-On Structural Boot	millers hunter	530.00	1,060.00
1		4301420 -	Globe - Men's SUPRALITE® 14" Pull-On	owen	530.00	530.00



Safe Industries

Safe Industries
5031 Highway 153
Easley SC 29642
United States
(864) 845-7175

Quote

Date	Quote #
7/26/2023	EST21686

Page 2 of 3

Quantity	Units	Item	Description	Comments	Price	Extended
2		11.5W	Structural Boot			
		4301420 -	Globe - Men's SUPRALITE® 14" Pull-On	Pollreis	530.00	1,060.00
1		12R	Structural Boot	white		
		4301420 -	Globe - Men's SUPRALITE® 14" Pull-On	warden	530.00	530.00
1		12.5W	Structural Boot			
		4301420 -	Globe - Men's SUPRALITE® 14" Pull-On	sims	530.00	530.00
1		13W	Structural Boot			
		4311420 -	Globe - Men's SUPRALITE® 14" Pull-On (wide	Folds	715.00	715.00
2		15XW	cal)Boot			
		FIRE	Veridian - Structural Firefighting Glove: Gauntlet	owen	115.00	230.00
		ARMOR -	Cuff, 3 Dimensional Glove, One-piece back	robinson		
		GA - 70N	shell-ultra flexible 100% FR Para Aramid knit			
			fleece, 100% water proof, viral/chemical			
			penetration resistance & blood borne pathogen			
			protection, Pyrotect breathable moisture barrier &			
			60+ TPP Rating, Keystone Thumb, Curved Finger			
			Design			
1		FIRE	Veridian - Structural Firefighting Glove: Gauntlet	pollreis	115.00	115.00
		ARMOR -	Cuff, 3 Dimensional Glove, One-piece back			
		GA - 70W	shell-ultra flexible 100% FR Para Aramid knit			
			fleece, 100% water proof, viral/chemical			
			penetration resistance & blood borne pathogen			
			protection, Pyrotect breathable moisture barrier &			
			60+ TPP Rating, Keystone Thumb, Curved Finger			
			Design			
3		FIRE	Veridian - Structural Firefighting Glove: Gauntlet	hunter	115.00	345.00
		ARMOR -	Cuff, 3 Dimensional Glove, One-piece back	miller		
		GA - 76N	shell-ultra flexible 100% FR Para Aramid knit	white		
			fleece, 100% water proof, viral/chemical			
			penetration resistance & blood borne pathogen			
			protection, Pyrotect breathable moisture barrier &			
			60+ TPP Rating, Keystone Thumb, Curved Finger			
			Design			
1		FIRE	Veridian - Structural Firefighting Glove: Gauntlet	sims	115.00	115.00
		ARMOR -	Cuff, 3 Dimensional Glove, One-piece back			
		GA - 76W	shell-ultra flexible 100% FR Para Aramid knit			
			fleece, 100% water proof, viral/chemical			
			penetration resistance & blood borne pathogen			
			protection, Pyrotect breathable moisture barrier &			
			60+ TPP Rating, Keystone Thumb, Curved Finger			



Safe Industries

Safe Industries
5031 Highway 153
Easley SC 29642
United States
(864) 845-7175

Quote

Date	Quote #
7/26/2023	EST21686

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Quantity	Units	Item	Description	Comments	Price	Extended
1		Freight	Design Due to continued disruptions in the global supply chain, fuel surcharges, and fluctuating freight/shipping charges, we will no longer be able to estimate nor include any shipping charges on a quote. Shipping charges will be finalized on the Invoice. As always, we will continue to provide the best product pricing as possible but this volatile market has necessitated a change in our day to day operations. We hope you understand and continue to put your trust in Safe Industries.		0.00	0.00
HGAC EE08-19				Subtotal		38,206.00
				Shipping Cost (Drop Ship)		0.00
				Total		\$38,206.00

Please note quoted prices are subject to change after expiration date. Quoted prices expire 30 days from issue date.





January 27, 2022

Re: Safe Industries

This letter is to confirm that Safe Industries is the only authorized distributor for all Globe products in Tennessee for municipal and industrial fire departments.

GLOBE MANUFACTURING COMPANY is a 135-year old business engaged in the manufacture of turnout clothing for the fire and rescue industry. We take great pride in the design and construction of our garments and strive to continue to make the best products available in today's marketplace. We do business as Globe Firefighter Suits, and Globe Foot Wear, servicing a variety of needs. In addition, we offer care & cleaning services and training.

Safe and Globe are strong partners. By working together, we provide the high quality service that all of our customers expect and deserve.

We appreciate your interest in Globe Manufacturing Company products.

Sincerely,

GLOBE MANUFACTURING COMPANY, LLC

A handwritten signature in blue ink, appearing to read "Mark Dolim", written over a horizontal line.

Mark Dolim

Customer Support Services Manager

MD



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: August 31, 2023

Item Title: GSA Contract Pricing - DocuSign Services for Use with Ceridian Dayforce.

Department: Human Resources

Presented By: Andrew Patton

Item Attachments:

1. City of La Vergne Quote
2. DocuSign Master Services Agreement for Public Sector Resale Customers (MSA) GSA
3. GSA Contract 47QSWA18D008F

Summary:

DocuSign is the leader in secure online signatures and completion of business documents. The City of La Vergne contracted with Ceridian Dayforce for the HRIS platform launching in January 2024. A digital solution for completing documents for all employees and new hire experiences is built into the Dayforce program and can sync with DocuSign.

Background Information:

This will be completed under the Carahsoft GSA governmental agreement. The City Attorney has approved the agreement, contract, and terms and conditions. The funds are in the Human Resources budget, but there may be a need for a budget amendment at a later date for this project.

Financial Summary:

The quote provides 2000 "envelopes" for use between 9/11/2023 and 9/10/2024. The cost is \$11,418.70.

Staff Recommendation:

Staff recommends approval.

Government - Price Quotation



DocuSign Government at Carahsoft



11493 Sunset Hills Road | Suite 100 | Reston, Virginia 20190
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

TO: Andrew Patton
Director of Human Resources
City of LaVergne
5093 Murfreesboro Rd
La Vergne, TN 37086 USA

FROM: Sarah E. Williams
DocuSign Government at Carahsoft
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: apatton@lavernetn.gov

EMAIL: Sarah.Williams@carahsoft.com

PHONE: (615) 287-8622

PHONE: (571) 662-3386

FAX: (703) 871-8505

TERMS: GSA Schedule No: 47QSWA18D008F
Term: August 22, 2018 - August 21, 2028
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
UEI: DT8KJHZXVJH5
Business Size: Other than Small
Sales Tax May Apply

QUOTE NO: 40430132
QUOTE DATE: 08/10/2023
QUOTE EXPIRES: 09/11/2023
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$11,418.70

TOTAL QUOTE: \$11,418.70

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
1	APT-0383-611	DocuSign Business Pro for Gov - Env DocuSign, Inc. - APT-0383 Start Date: 09/11/2023 End Date: 09/10/2024		\$4,750.00 GSA	2000	\$9,500.00
2	APT-0075-611	Premier Support 15% of Recurring Fees (15% of List Price per \$100 of List License Fees) DocuSign, Inc. - APT-0075 Start Date: 09/11/2023 End Date: 09/10/2024		\$1,425.00 GSA	1	\$1,425.00
3	APT-0609-611	Adoption Consulting Lite DocuSign, Inc. - APT-0609 Start Date: 09/11/2023 End Date: 12/10/2023		\$493.70 GSA	1	\$493.70
SUBTOTAL:						\$11,418.70
TOTAL PRICE:						\$11,418.70
TOTAL QUOTE:						\$11,418.70

Government - Price Quotation



DocuSign Government at Carahsoft



11493 Sunset Hills Road | Suite 100 | Reston, Virginia 20190
Phone (703) 871-8500 | Fax (703) 871-8505 | Toll Free (888) 662-2724
www.carahsoft.com | sales@carahsoft.com

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
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Please reference the GSA MAS 8F contract and Carahsoft Quote number on the PO

Product Details

eSignature Envelope Allowance: 2000

Overage/Usage Fees

eSignature Business Pro for Gov - Env (Per Transaction): \$6.40

Terms & Conditions

This Order Form covers the DocuSign products described herein and is governed by the Carahsoft Reseller Agreement between DocuSign, Inc and Carahsoft Technology executed on January 23, 2018.

Onboarding Services Lite will expire if not used within 90 days of the product start date. If the service needs to be extended, a Change Order defining the new services End Date must be signed before the original Order End Date has been reached. The new Order End Date cannot exceed six months from the originally contracted Order End Date identified on the Order Form. If the Professional Service is sold on the same Order Form as the subscription, the Project End Date cannot exceed the subscription End Date. The service can only be extended one time. Any further need to retain project resources will require a new contract. Customer must reference Quote number on Purchase Order.

Should Customer purchase via Reseller all terms of Carahsoft Quote must be incorporated in Reseller quote and Customer Purchase Order to Reseller.

Any increase in subscription and support pricing will be in accordance with DocuSign's pricing and policies in effect at the time of the renewal or as otherwise agreed to by the parties.

Licensee agrees that any order for DocuSign will be governed by the terms and conditions of the Carahsoft DocuSign Service Agreement copies of which are found at https://static.carahsoft.com/concrete/files/2616/5962/5258/DocuSign_Master_Services_Agreement_fo_Public_Sector.pdf and all Schedules and Documentation referenced by the Terms are made a part hereof. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Quotes) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Quotes (and their Contract Vehicle), (2) the TOU, and (3) the Documentation. Licensee acknowledges it has had the opportunity to review the Terms, prior to executing an order.

Should the customer purchase any version of DocuSign's IL-4 licensing the below terms will apply.

Reference the Memorandum previously provided to DISA Authorizing Official (dated March 27, 2021) detailing the Provisional Authorization (PA) granted by DISA, exceptions to/exclusions from the PA, and conditions DocuSign is required to meet in order to maintain the PA.

DocuSign is not yet authorized to connect to NIPRnet. Customer acknowledges that as of the Order Start Date, DocuSign does not have a BCAP connection to NIPRnet.

Therefore, as a result, if Customer does not currently have DISA approval to forego the BCAP connection to NIPRnet:

- Customer will not use any DocuSign DoD/IL-4 products in production without a BCAP connection (or DISA approval);
 - Customer will not host, store or transmit production data in the IL4 environment without a BCAP connection to NIPRnet or a documented exception from DISA per to use DocuSign products while forgoing the BCAP;
 - Customer agrees not to use any DocuSign DoD/IL-4 products to connect to any DocuSign environment via a non BCAP end point without a documented exception from DISA to use DocuSign products while forgoing the BCAP;
 - Customer is responsible for any customer data sent to third party applications (regardless of whether third party applications are IL-4 certified).
- Enterprise Premier Support for IL-4 customers is available from 9:00am - 8:30pm Eastern Standard Time.

DOCUSIGN MASTER SERVICES AGREEMENT FOR PUBLIC SECTOR RESALE CUSTOMERS

If you started a subscription before November 29, 2022, your use of the DocuSign Services is governed by the terms then incorporated into the applicable current GSA Schedule Contract.

This DocuSign Master Services Agreement for Public Sector Resale Customers (“**MSA**”) is made between DocuSign, Inc., a Delaware corporation (“**DocuSign**”), and the customer identified on the Order Form or SOW (“**Customer**”), together referred to as the “**Parties**” and each individually as a “**Party**”, as of the date of last signature below (the “**MSA Effective Date**”). The Parties hereby agree to the terms and conditions of this MSA, including any specific services terms, product details and any applicable license and/or subscription terms will be set forth in applicable DocuSign [Service Schedule\(s\) and Attachments](https://www.docusign.com/company/terms-and-conditions/msa-service-schedules) (located at <https://www.docusign.com/company/terms-and-conditions/msa-service-schedules>), Order Form(s) and SOW, each of which become binding on the Parties and are incorporated into this MSA upon the provisioning of any DocuSign Services (defined below) to Customer. The Service Schedule and Attachment terms will automatically update to DocuSign’s then current terms and conditions at the above link upon any renewal of DocuSign Services, but only to the extent such terms are consistent with federal law that is applicable, mandatory and controlling. To the extent any terms and conditions set forth in the link above are inconsistent with federal law that is applicable, mandatory and controlling, they shall be deemed to be deleted and unenforceable as applied to any orders under this Agreement. All DocuSign Services provisioned to Customer are governed by and incorporate the following documents in effect as of the date of the last update of such documents, collectively referred to as the “**Agreement**”:

1. the Order Form and/or Statement of Work;
2. any attachments, addenda, and/or appendix(ices) to this MSA or a Service Schedule;
3. Service Schedule(s); and
4. this MSA.

The applicable attachment(s), addenda, appendix(ices), and Service Schedule(s) are determined by the DocuSign Service(s) provisioned to Customer. In the event of a conflict, the order of precedence is as set out above in descending order of control. This offer by DocuSign is expressly conditioned on assent to the terms and conditions of this Agreement, and any different or additional terms or conditions specified by Customer at any time in purchase orders or other documentation are hereby rejected.

Public Sector Resale Customers MSA Version: November 29, 2022

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1. DEFINITIONS

“**Account**” means a unique account established by Customer to enable its Authorized Users to access and use a DocuSign Service.

“**Account Administrator**” is an Authorized User who is assigned and expressly authorized by Customer as its agent to manage Customer’s Account, including, without limitation, to configure administration settings, assign access and use authorizations, request different or additional services, provide usage and performance reports, manage templates, execute approved campaigns and events, assist in third-party product integrations, and to receive privacy disclosures. Customer may appoint an employee or a

third-party business partner or contractor to act as its Account Administrator and may change its designation at any time through its Account.

“Affiliate” means any DocuSign entity that DocuSign directly or indirectly owns or controls more than fifty percent (50%) of the voting interests of the subject entity. Any legal entity will be considered a DocuSign Affiliate as long as that interest is maintained.

“Authorized User” means one individual natural person, whether an employee, business partner, contractor, or agent of Customer who is registered by Customer in Customer’s Account to use the DocuSign Services. An Authorized User must be identified by a unique email address and user name, and two or more persons may not use the DocuSign Services as the same Authorized User. If the Authorized User is not an employee of Customer, use of the DocuSign Services will be allowed only if the user is under confidentiality obligations with Customer at least as restrictive as those in this Agreement and is accessing or using the DocuSign Services solely to support Customer’s internal business purposes. For clarification, “internal business purposes” includes the sending of eDocuments to third party recipients for purposes of supporting Customer’s business activities, including the sending of eDocuments to Customer’s suppliers and customers for review and signature.

“Confidential Information” means: (a) for DocuSign and its Affiliates, the DocuSign Services, Documentation and other related technical information, security policies and processes, product roadmaps and pricing (to the extent allowable under applicable law); (b) for Customer, Customer Data; (c) any other information of a Party (or for DocuSign, its Affiliates) that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure to the Party receiving Confidential Information (**“Recipient”**) (and, in the case of oral disclosures, summarized in writing and delivered to the Recipient within thirty (30) days of the initial disclosure), or that due to the nature of the information the Recipient should reasonably understand it to be confidential information of the disclosing Party; and (d) except for Federal Government customers, to the extent allowable by applicable law, the terms and conditions of this Agreement between the Parties. Confidential Information does not include any information that: (i) was or becomes generally known to the public through no fault or breach of this Agreement by the Recipient; (ii) was rightfully in the Recipient’s possession at the time of disclosure without restriction on use or disclosure; (iii) was independently developed by the Recipient without use of or reference to the disclosing Party’s Confidential Information; or (iv) was rightfully obtained by the Recipient from a third party not under a duty of confidentiality and without restriction on use or disclosure.

“Customer” means the entity that has contracted with the Reseller for the purchase of applicable DocuSign Services. Any Customer that is not a Public Sector Resale Customer will be subject to terms included in DocuSign’s standard Master Services Agreement for Resell Customers, which is available at: <https://www.docusign.com/company/terms-and-conditions/reseller>.

“Customer Data” means any content, eDocuments, materials, data and information that Customer or its Authorized Users enter into the DocuSign Services, including, but not limited to, any Customer personal data and information contained in eDocuments. Customer Data does not include any component of the DocuSign Services or material provided by or on behalf of DocuSign.

“DFARS” means the Defense Federal Acquisition Regulation Supplement as set forth in Chapter 2 of Title 48 of the Code of Federal Regulations, 48 CFR 2.

“Documentation” means DocuSign’s then-current technical and functional documentation for the DocuSign Services as made generally available by DocuSign.

“DocuSign Service(s)” means the services provided by DocuSign under an Order Form or SOW, and may include Professional Services, software, source code, or other technology licensed to DocuSign from third parties and embedded into the services that DocuSign provides to Customer. Notwithstanding the foregoing, DocuSign Services do not include Third-Party Services (defined below).

“DoD” means the United States Department of Defense.

“eDocument” refers to a contract, notice, disclosure, or other record or document generated using or deposited into the DocuSign Service for processing.

“FAR” means the Federal Acquisition Regulation as set forth in Chapter 1 of Title 48 of the Code of Federal Regulations, 48 CFR 1.

“Order Form” means the paper or online order form between DocuSign and Reseller that sets forth the DocuSign Services selected by Customer.

“Order End Date” means the end date for provision of a respective DocuSign Service specified in a corresponding Order Form or SOW.

“Order Start Date” means the start date for provision of a respective DocuSign Service specified in a corresponding Order Form or SOW.

“Professional Services” means any integration, consulting, architecture, training, transition, configuration, administration, and similar ancillary DocuSign Services that are set forth in an Order Form or Statement of Work (**“SOW”**) between DocuSign and Reseller.

“Public Sector Resale Customers” are Customers authorized to use DocuSign Services pursuant to an Order Form and/or SOW and the Agreement and are: (i) a United States Federal agency or department (as well as any eligible ordering activity purchasing through a Federal Supply Schedule Contract, as defined in GSA Order OGP 4800.21 (or its successor), state or local government or agency thereof, or (ii) a United States public school (including both K-12 and university institutions), but only to the extent the DocuSign Services are being used in an Authorized User's official capacity as a Federal, state, local government, or school official or employee (**“Official Use”**). Customers who are not bona fide Public Sector Resale Customers are not eligible to use DocuSign Services according to the terms of this MSA, but, instead, will be subject to terms included in DocuSign's standard Master Services Agreement for Resell Customers, which is available at: <https://www.docusign.com/company/terms-and-conditions/reseller>.

“Purchase Agreement” means any agreement between Customer and Reseller relating to Customer's purchase of DocuSign Services from that Reseller.

“Reseller” means an entity that has contracted with DocuSign or one of DocuSign's authorized distributors to resell DocuSign Services and with which Customer has contracted directly to purchase applicable DocuSign Services.

“Service Schedule” means the service-specific terms and conditions applicable to a particular DocuSign Service(s) provisioned to Customer.

“System” means the software systems and programs, the communication and network facilities, and the hardware and equipment used by DocuSign or its agents to make available the DocuSign Services via the Internet.

“Third-Party Services” means services, software, products, applications, integrations and other features or offerings that are provided by Customer or obtained by Customer from a third party.

2. USAGE AND ACCESS RIGHTS

2.1 Right to Use. DocuSign will provide the DocuSign Services to Customer as set forth in the Order Form and/or SOW. Subject to the terms and conditions of the Agreement, DocuSign grants to Customer a worldwide, limited, non-exclusive, non-transferable right and license during the Term, solely for its Official Use by Authorized Users for Customer's internal business purposes, and in accordance with the Documentation, to: (a) access and use the DocuSign Services; (b) implement, configure, and through its Account Administrator, permit its Authorized Users to access and use the DocuSign Services; and (c) access and use the Documentation. Customer will ensure that its Authorized Users using the DocuSign Services under its Account comply with all of Customer's obligations under the Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer.

2.2 Restrictions. Customer shall not, and shall not permit its Authorized Users or others under its control to, do the following with respect to the DocuSign Services:

- (a) use the DocuSign Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use set forth in this Agreement, including the applicable Order Form or SOW;

- (b) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the DocuSign Services or Documentation available for access by third parties except as otherwise expressly provided in this Agreement;
- (c) access or use the DocuSign Services or Documentation for the purpose of: (i) developing or operating products or services intended to be offered to third parties in competition with the DocuSign Services, or (ii) allowing access to its Account or the DocuSign Services by a direct competitor of DocuSign;
- (d) reverse engineer, decompile, disassemble, copy or otherwise attempt to derive source code or other trade secrets from or about any of the DocuSign Services or technologies, without DocuSign's written consent;
- (e) use the DocuSign Services or Documentation in a way that: (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;
- (f) use the DocuSign Services to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or circumvent or disclose the user authentication or security of the DocuSign Services or any host, network, or account related thereto or use any aspect of the DocuSign Services components other than those specifically identified in an Order Form or SOW, even if technically possible; or
- (g) use, or allow the use of, the DocuSign Services by anyone located in, under the control of, or a resident of a U.S. embargoed country or territory or by a prohibited end user under Export Laws (as defined in Section 13.5).

2.3 Suspension of Access. DocuSign may temporarily suspend any use of the DocuSign Services or remove or disable any Account or content that DocuSign reasonably and in good faith believes violates Section 2.2(d) or 2.2(f) above, unless DocuSign is prohibited from doing so by applicable law or regulation (e.g. FAR 52.233-1 as prescribed by FAR 33.215 or other agency supplemental terms as applicable to Customer). DocuSign will use commercially reasonable efforts to notify Customer prior to any such suspension or disablement, unless DocuSign reasonably believes that: (a) it is prohibited from doing so under applicable law, regulation or under legal process (such as court or government administrative agency processes, orders, mandates, and the like); or (b) it is necessary to delay notice in order to prevent imminent harm to the DocuSign Services or a third party. Under circumstances where notice is delayed, DocuSign will provide notice if and when the related restrictions in the previous sentence no longer apply.

2.4 Third-Party Services. Customer may choose to obtain Third-Party Services from third parties and/or DocuSign (for example, through a reseller arrangement or otherwise). Any acquisition by Customer of Third-Party Services is solely between Customer and the applicable Third-Party Service provider and DocuSign does not warrant, support, or assume any liability or other obligation with respect to such Third-Party Services, unless expressly provided otherwise in the Order Form or this Agreement. DocuSign assumes no responsibility for, and specifically disclaims any liability or obligation with respect to, any Third-Party Services. In the event Customer chooses to integrate or interoperate Third-Party Services with DocuSign Services in a manner that requires DocuSign or the DocuSign Services to exchange Customer Data with such Third-Party Service or Third-Party Service provider, Customer: (a) grants DocuSign permission to allow the Third-Party Service and Third-Party Service provider to access Customer Data and information about Customer's usage of the Third-Party Services as appropriate and necessary to enable the interoperation of that Third-Party Service with the DocuSign Services; (b) acknowledges that any exchange of data between Customer and any Third-Party Service is solely between Customer and the Third-Party Service provider and is subject to the Third-Party Service provider's terms and conditions governing the use and provision of such Third-Party Service (the presentation and manner of acceptance of which is controlled solely by the Third-Party Service provider); and (c) agrees that DocuSign is not responsible for any disclosure, modification or deletion of Customer Data resulting from access to such data by Third-Party Services and Third-Party Service providers.

3. OWNERSHIP

3.1 Customer Data. Customer Data processed using the DocuSign Services is and will remain, as between Customer and DocuSign, owned by Customer. Customer hereby grants DocuSign the right to

process, transmit, store and/or disclose Customer Data in order to provide the DocuSign Services to Customer, solely in accordance with the terms of the Agreement and subject to the terms of Section 11.2 (Required Disclosure) below, to comply with any request of a governmental or regulatory body (including subpoenas or court orders) or as otherwise required by applicable law or regulation.

3.2 DocuSign Services. DocuSign, its Affiliates, or its licensors own all right, title, and interest in and to any and all copyrights, trademark rights, patent rights, database rights, and other intellectual property or other rights in and to the DocuSign Services and Documentation, any improvements, design contributions, or derivative works thereto, and any knowledge or processes related thereto (including any machine learning algorithms output from the DocuSign Services) and/or provided hereunder.

3.3 Professional Services. Unless otherwise specified in the applicable SOW, all deliverables provided by or for DocuSign in the performance of Professional Services, excluding Customer Data and Customer Confidential Information, are owned by DocuSign and constitute part of the DocuSign Service(s) under the Agreement. Professional Service(s) under the Agreement. Effective only as of final payment by Customer to DocuSign of all amounts required by an Order Form or SOW, and subject to the terms and conditions of the Agreement, DocuSign grants to Customer a nonexclusive, for the duration of legal protection, worldwide, royalty-free license to use deliverables created for Customer during performance of Professional Services ("Work Product") provided to Customer under the Order Form or SOW, solely for purposes of Customer's internal business operations only. This license includes permission to make copies of the provided Work Product for such internal use but not permission to distribute the Work Product or any copies of them.

3.4 Feedback. DocuSign encourages Customer to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to DocuSign Services and related resources ("**Feedback**"). To the extent Customer provides Feedback, Customer grants to DocuSign and its Affiliates a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 13.2 (Assignability)), non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit Feedback (including by incorporation of such feedback into the DocuSign Services) without restriction provided that: such Feedback does not identify Customer, or Authorized Users, or include any Customer Data without Customer's prior written consent.

4. SECURITY AND CUSTOMER DATA

4.1 Security. DocuSign will use commercially reasonable industry standard security technologies in providing the DocuSign Services. DocuSign has implemented and will maintain appropriate technical and organizational measures, including information security policies and safeguards, designed to preserve the security, integrity, and confidentiality of Customer Data and Customer personal data and to protect against unauthorized or unlawful disclosure or corruption of or access to such data in accordance with the Security Attachment for DocuSign Services found at: <https://www.docusign.com/company/terms-and-conditions/security-attachment-docusign-services>. Additional or differing security obligations, if any, will be expressly set forth in the applicable Service Schedule, Order Form, or separate written agreement between the Parties. The Security Attachment for DocuSign Services terms will automatically update to DocuSign's then current terms and conditions at the above link upon any renewal of DocuSign Services, but only to the extent such terms are consistent with federal law that is applicable, mandatory and controlling. To the extent any terms and conditions set forth in the link above are inconsistent with federal law that is applicable, mandatory and controlling, they shall be deemed to be deleted and unenforceable as applied to any orders under this Agreement.

4.2 Customer Data. Customer is responsible for Customer Data (including Customer personal data) as entered into, supplied or used by Customer and its Authorized Users in the DocuSign Services. Further, Customer is solely responsible for determining the suitability of the DocuSign Services for Customer's business and complying with any applicable data privacy and protection regulations, laws or conventions applicable to Customer Data and Customer's use of the DocuSign Services. Customer grants to DocuSign the non-exclusive right to process Customer Data (including personal data) in accordance with the Data Protection Attachment for DocuSign Services found at: <https://www.docusign.com/company/terms-and-conditions/data-protection-attachment>, for the sole purpose of and only to the extent necessary for DocuSign: (a) to provide the DocuSign Services; (b) to verify Customer's compliance with the restrictions set forth in Section 2.2 (Restrictions) if DocuSign has a reasonable belief of Customer's non-compliance; and (c) as otherwise set forth in the Agreement. The Data Protection Attachment for DocuSign Services terms will automatically update to DocuSign's then

current terms and conditions at the above link upon any renewal of DocuSign Services, but only to the extent such terms are consistent with federal law that is applicable, mandatory and controlling. To the extent any terms and conditions set forth in the link above are inconsistent with federal law that is applicable, mandatory and controlling, they shall be deemed to be deleted and unenforceable as applied to any orders under this Agreement. **If the Customer is an Ordering Activity under GSA Schedule Contracts, it shall only be required to comply with the Federal law of the United States and expressly does not agree to comply with any provision of the Data Protection Attachment, EU Law, or law of an EU Member State that is inconsistent with the Federal law of the United States.**

4.3 Usage Data. Customer agrees that DocuSign may collect and use quantitative data, derived from the use of the DocuSign Services for business purposes, including industry analysis, benchmarking, analytics, marketing, and other business purposes. Before doing so, DocuSign will deidentify and anonymize all Usage Data in such manner that does not allow for identification of Customer Data or Customer's Confidential Information and will disclose such Usage Data in aggregate form only.

5. PURCHASE AGREEMENT.

Customer will comply with the terms of the Purchase Agreement. Customer acknowledges that compliance with the terms of the Purchase Agreement is a material condition under this Agreement, and if Reseller notifies DocuSign that Customer is in breach of such Purchase Agreement, DocuSign may consider the Customer to be in breach of this Agreement.

6. RESERVED

7. TERM AND TERMINATION

7.1 Term. The term of an Order Form or SOW and any associated Service Schedule(s) is the period of time that begins on the Order Start Date and, unless terminated sooner as provided herein, will continue until the Order End Date, both dates as specified on the Order Form or SOW (the "**Term**"). In the case of a SOW for Professional Services, if no end date is specified in the SOW, then the SOW shall expire upon completion of Professional Services or early termination as permitted by the Agreement. The term of this MSA and this Agreement shall continue as long as an Order Form or SOW referencing or incorporated into this MSA remains valid and in effect or DocuSign Services are provisioned to Customer. Termination or expiration of any Order Form or SOW shall leave other Order Forms or SOWs unaffected.

7.2 Termination for Breach. When the Customer is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, DocuSign shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement.

7.3 Post-Termination Obligations. If this Agreement expires or is terminated for any reason: (a) except as prohibited by applicable law or regulation, Customer will pay any amounts owed by Customer that have accrued before, and remain unpaid as of, the effective date of the expiration or termination; (b) any and all liabilities that have accrued before the effective date of the expiration or termination will survive; (c) licenses and use rights granted to Customer with respect to DocuSign Services and intellectual property will immediately terminate; (d) DocuSign's obligation to provide any further DocuSign Services to Customer under the Agreement will immediately terminate, except any such DocuSign Services that are expressly to be provided following the expiration or termination of this Agreement; and (e) the Parties' rights and obligations under Sections 4.3, 7.1, 7.3, 7.4, 8.3 and 9 through 13 will survive. Except as otherwise expressly set forth herein and unless prohibited by applicable law or regulation, no termination for any reason shall entitle Customer or Reseller to a refund of any portion of the fees paid and any fees or charges incurred through the effective date of termination which shall become immediately due and payable.

7.4 Retrieval of Customer Data and Transition Services. During the Term, Customer may extract Customer Data from the DocuSign Services as described in the Documentation and the applicable Service Schedule. If, upon termination or expiration of the Agreement, Customer has failed to retrieve its Customer Data and/or if Customer otherwise requires further support from DocuSign in relation to such termination or expiration, Customer may request and DocuSign will provide: (a) assistance in retrieving Customer Data and completed eDocuments still remaining in the DocuSign Services, and/or (b) other reasonable transition assistance, the details of which will be set forth in a mutually agreed upon Statement of Work between the Parties at DocuSign's then-current rates for such services.

8. WARRANTIES AND DISCLAIMERS

8.1 DocuSign Service Warranties. DocuSign warrants that during the applicable Term, (a) the DocuSign Services, when used as authorized under this Agreement, will perform substantially in conformance with the Documentation associated with the applicable DocuSign Services; (b) DocuSign will use commercially reasonable efforts to ensure that the DocuSign Services do not introduce files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses into Customer's system; and (c) the operation of its business as it relates to the DocuSign Services will comply with all applicable laws and regulations. Customer's sole and exclusive remedy for any breach of the warranties in 8.1(a) and (b) above by DocuSign is for DocuSign to repair or replace the affected DocuSign Services to make them conform, or, if DocuSign determines that the foregoing remedy is not commercially reasonable, then either Party may terminate this Agreement and, in such event, DocuSign will provide a prorated refund to Customer for any prepaid fees received by DocuSign under the Agreement that correspond to nonconforming DocuSign Services and the unused portion of the Term.

8.2 DocuSign Professional Services Warranties. If Customer has purchased Professional Services in an Order Form and/or SOW, DocuSign warrants to Customer that the Professional Services will be performed in a competent and workmanlike manner. Customer's exclusive remedy for breach of this warranty is to notify DocuSign in writing within thirty (30) days of the non-conforming Professional Services. Upon receipt of such notice, DocuSign will use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements. This Section 8.2 (DocuSign Professional Services Warranties) sets forth Customer's exclusive rights and remedies and DocuSign's sole liability in connection with the warranty related to the performance of the Professional Services.

8.3 Mutual Warranties. Each Party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of this Agreement; (b) no authorization or approval from any third party is required in connection with its execution, delivery or performance of the Agreement; and (c) it is duly organized and validly existing under the laws of the state of its incorporation or formation and has full power and authority to enter into the Agreement and to carry out the provisions hereto.

8.4 DISCLAIMER. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THE AGREEMENT, NEITHER PARTY: (A) MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER; AND (B) DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE.

9. THIRD-PARTY CLAIMS

9.1 By DocuSign. DocuSign will defend and, in accordance with Section 9.2 (Procedures), indemnify Customer (including Customer's employees, directors, agents and representatives) from and against, any: (a) third-party claim; (b) third-party legal action; or (c) administrative agency action or proceeding (each, a "Claim") to the extent arising from: (i) any actual breach by DocuSign of its confidentiality obligations in the Agreement; and (ii) any alleged infringement of any third-party intellectual property right occurring from Customer's use of the DocuSign Services as authorized under the Agreement. Notwithstanding the foregoing, DocuSign will not be responsible for any Claim due to Customer's or its Authorized User's combination of DocuSign Services with goods or services provided by third parties, including any Third-Party Services; adherence to specifications, designs, or instructions furnished by Customer; or Customer's modification of the DocuSign Services not described in the Documentation or otherwise expressly authorized by DocuSign in writing.

9.2 Procedures. Except as prohibited by applicable law or regulation, indemnification is expressly conditioned on: (a) the Customer providing prompt written notice of the claim for which indemnification is sought hereunder (the "Claim"), and (b) DocuSign being given a full and complete opportunity to control the defense and settlement of the Claim (or to meaningfully participate in such defense/settlement where control is expressly prohibited by applicable law). Customer or Customer's authorized settlement authority (as applicable) shall not, without DocuSign's prior written consent, agree to any settlement on behalf of DocuSign which includes either the obligation to pay any amounts, or any admissions of liability, whether civil or criminal, on the part of DocuSign. Notwithstanding anything herein to the contrary, and, except as prohibited by applicable law or regulation, DocuSign will not be responsible for any Claim due

to Customer's or its Authorized User's combination of DocuSign Services with goods or services provided by third parties, including any Third-Party Services; adherence to specifications, designs, or instructions furnished by Customer; or Customer's modification of the DocuSign Services not described in the Documentation or otherwise expressly authorized by DocuSign in writing.

9.2 Infringement Remedy. If Customer is enjoined or otherwise prohibited from using any of the DocuSign Services or a portion thereof based on a Claim covered by DocuSign's indemnification obligations under Section 9.1 above, then DocuSign will, at its sole expense and option, except as prohibited by applicable law or regulation, either: (a) obtain for Customer the right to use the affected portions of the DocuSign Services; (b) modify the allegedly infringing portions of the DocuSign Services so as to avoid the Claim without substantially diminishing or impairing their functionality; or (c) replace the allegedly infringing portions of the DocuSign Services with items of substantially similar functionality so as to avoid the Claim. If DocuSign determines that the foregoing remedies are not commercially reasonable and notifies Customer of such determination, then either Party may terminate the Agreement, and in such case, DocuSign will provide a prorated refund to Customer for any prepaid fees for the infringing DocuSign Services received by DocuSign under the Agreement that correspond to the unused portion of the Term. Except as prohibited by applicable law or regulation, the remedies set out in this Section 9.2 (Infringement Remedy) are Customer's sole and exclusive remedies for any actual or alleged infringement by the DocuSign Services of any third-party intellectual property right.

10. LIMITATION OF LIABILITY

10.1 Exclusion of Damages. EXCEPT FOR THE PARTIES' EXPRESS OBLIGATIONS UNDER SECTION 9 (THIRD-PARTY CLAIMS), UNDER NO CIRCUMSTANCES, AND REGARDLESS OF THE NATURE OF THE CLAIM, SHALL EITHER PARTY (OR THEIR RESPECTIVE AFFILIATES) BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES.

10.2 Limitation of Liability. EXCEPT FOR: (A) EITHER PARTY'S EXPRESS OBLIGATIONS UNDER SECTION 9 (THIRD-PARTY CLAIMS); (B) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THE AGREEMENT (C) DAMAGES RESULTING FROM FRAUD, DEATH OR BODILY INJURY, OR PHYSICAL DAMAGE TO TANGIBLE REAL OR PERSONAL PROPERTY, CAUSED BY EITHER PARTY'S NEGLIGENCE; (D) DAMAGES RESULTING FROM EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (E) DOCUSIGN'S RIGHT TO COLLECT UNPAID FEES DUE HEREUNDER, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY (AND THEIR RESPECTIVE AFFILIATES) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICE(S) PROVIDED HEREUNDER WILL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER TO RESELLER FOR THE DOCUSIGN SERVICE(S) DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE FOREGOING LIMITATION WILL APPLY WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS CUMULATIVE LIMIT.

10.3 Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of the Agreement between the Parties. This allocation is reflected in the pricing offered by DocuSign and is an essential element of the basis of the bargain between the Parties. Each of these provisions is severable and independent of all other provisions of the Agreement, and each of these provisions will apply even if the warranties in the Agreement have failed of their essential purpose.

11. CONFIDENTIALITY

11.1 Restricted Use and Nondisclosure. During and after the Term, Recipient will to the extent permissible according to applicable law or regulation: (a) use the Confidential Information of the disclosing Party solely for the purpose for which it is provided or for legal, regulatory or compliance purposes as required by applicable law or regulation; (b) not disclose such Confidential Information to a third party, except on a need-to-know basis to its Affiliates (where Recipient is DocuSign), attorneys, auditors, consultants, and service providers who are under confidentiality obligations at least as restrictive as those contained herein; and (c) protect such Confidential Information from unauthorized use and

disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.

11.2 Required Disclosure. If Recipient is required by applicable law or regulation to disclose Confidential Information of the disclosing Party (such as but not limited to the terms of this Agreement), Recipient will give prompt written notice to the disclosing Party before making the disclosure, unless prohibited from doing so by applicable legal, regulatory (e.g. FAR or DFAR) or administrative process, and cooperate with the disclosing Party to obtain where reasonably available an order protecting the Confidential Information from public disclosure. Notwithstanding the foregoing, Customer may comply with any requirement under the Customer's applicable U.S. State law (for non-Federal U.S. Customers) with respect to use and disclosure of public records including without limitation any applicable "Freedom of Information" laws. If Customer is required by applicable law to disclose any information that would be considered to be Confidential Information as set forth herein, Customer shall make reasonable efforts to notify DocuSign of such disclosure, to limit such disclosure to only that information that is required to be disclosed by applicable law and to cooperate in any effort reasonably made by DocuSign to prevent or limit such disclosure.

11.3 Ownership. Recipient acknowledges that, as between the Parties, all Confidential Information it receives from the disclosing Party, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by the disclosing Party. Nothing in this Agreement grants Recipient any right, title or interest in or to any of the disclosing Party's Confidential Information. Recipient's incorporation of the disclosing Party's Confidential Information into any of its own materials will not render Confidential Information non-confidential.

11.4 Remedies. Recipient acknowledges that any actual or threatened breach of this Section 10 (Confidentiality) may cause irreparable, non-monetary injury to the disclosing Party, the extent of which may be difficult to ascertain. Accordingly, except for Federal Government Customers, the disclosing Party may be entitled under applicable law (but not required) to seek injunctive relief in addition to all remedies available to the disclosing Party at law and/or in equity, to prevent or mitigate any breaches of the Agreement or damages that may otherwise result from those breaches. Absent written consent of the disclosing Party to the disclosure, the Recipient, in the case of a breach of this Section 11 (Confidentiality), has the burden of proving that the disclosing Party's Confidential Information is not, or is no longer, confidential or a trade secret and that the disclosure does not otherwise violate this Section 11 (Confidentiality).

12. GOVERNING LAW, VENUE AND CLAIMS

12.1 Governing Law / Venue

(a) U.S. Federal and State/Local Customers. Notwithstanding anything herein to the contrary, provisions of the Agreement pertaining to governing law and venue such as Section 12.1(b) do not apply to Customer's Official Use of DocuSign Services in Customer's capacity as a state, local government, U.S. Federal Government agency, or school official or employee to the extent such provisions are prohibited by Customer's applicable State constitution or laws, or (as applicable) U.S. Federal law.

(b) All other Customers. Except for Federal Government Customers and/or as set forth in Section 12.1(a) (above), and in accordance with GSA Schedule Contract Clause 552.238-114 Use of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019), this Agreement is governed by the laws of the State of California, U.S.A., without reference to its choice of law rules to the contrary, and, the Parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any Federal or state court of competent jurisdiction located in San Francisco County, California, for the purposes of adjudicating any dispute arising out of this Agreement.

(c) Conventions / Equitable Relief. To the extent permitted by applicable law, choice of law rules, the 1980 U.N. Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act as enacted, shall not apply.

12.2 English Language. To the extent allowed by law, the English version of this Agreement is binding, and other translations are for convenience only.

12.3 Claims. If the Customer is an "executive agency" of the United States Government (as defined by 41 USC 7101-8), then all Claims (as defined in FAR 52.233-1-c) by DocuSign against the United

States for any alleged breach of this Agreement must be brought as a dispute as set forth in the Contract Disputes Act (41 USC 7101).

13. GENERAL

13.1 Relationship. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Except as expressly set forth in this Agreement, nothing in this Agreement, expressed or implied is intended to give rise to any third-party beneficiary.

13.2 Assignability. Neither Party may assign its rights or obligations under this Agreement without the other Party's prior written consent, such consent not to unreasonably be withheld. Notwithstanding the foregoing, except as prohibited by applicable law or regulation, DocuSign may assign its rights and obligations under this Agreement to an Affiliate as part of a reorganization, or to a purchaser of its business entity or substantially all of its assets or business to which rights and obligations pertain, and Customer may assign to a successor agency as part of formal reorganization, provided that: (a) for Customers, if they are authorized to do so by FAR 42.1204 or State equivalent; and (b) any assignee is bound hereby. Other than the foregoing, any attempt by either Party to transfer its rights or obligations under the Agreement will be void.

13.3 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective only if it is in writing and sent using: (a) DocuSign Services; (b) certified or registered mail; or (c) a nationally recognized overnight courier, to the appropriate Party at the address set forth on the Order Form, with a copy, in the case of DocuSign, to legal@docusign.com. Each Party hereto expressly consents to service of process by registered mail. Either Party may change its address for receipt of notice by notice to the other Party through a notice provided in accordance with this Section 12.3 (Notices). Notices are deemed given upon receipt if delivered using DocuSign Services, or two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

13.4 Force Majeure. In accordance with GSA Schedule Contract Clause 552.212-4(f), In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under the Agreement due to any cause beyond the reasonable control of the Party invoking this provision and without its fault or negligence (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, acts of God, telecommunications outage not caused by the obligated Party, or other similar causes) ("**Force Majeure Event**"), the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence; provided that the affected Party: (a) provides the other Party with prompt notice of the nature and expected duration of the Force Majeure Event, setting forth the full particulars in connection therewith; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event with all reasonable dispatch; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. Delays in fulfilling the obligations to pay hereunder are excused only to the extent that payments are entirely prevented by the Force Majeure Event. If DocuSign Services are not restored within thirty (30) days of the Force Majeure Event, Customer may terminate the Agreement upon providing written notice to DocuSign, and in such case, DocuSign will provide a prorated refund to Customer for any prepaid fees received by DocuSign under the Agreement that correspond to the unused portion of the Term.

13.5 Trade Restrictions. The DocuSign Services, Documentation, and the provision and any derivatives thereof are subject to the export control and sanctions laws and regulations of the United States and other countries that may prohibit or restrict access by certain persons or from certain countries or territories ("**Trade Restrictions**").

(a) Each Party shall comply with all applicable Trade Restrictions in performance of the Agreement. For the avoidance of doubt, nothing in the Agreement is intended to induce or require either Party to act in any manner which is penalized or prohibited under any applicable laws, rules, regulations or decrees.

(b) Each Party represents that it is not a Restricted Party. "**Restricted Party**" means any person or entity that is: (i) located or organized in a country or territory subject to comprehensive U.S. sanctions (currently including Cuba, Crimea, Iran, North Korea, Syria) ("**Sanctioned Territory**"); (ii) owned or controlled by or acting on behalf of the government of a Sanctioned Territory; (iii) an entity organized in or a resident of a Sanctioned Territory; (iv) identified on any list of restricted parties targeted under

U.S., EU or multilateral sanctions, including, but not limited to, the U.S. Department of the Treasury, Office of Foreign Assets Control's ("OFAC") List of Specially Designated Nationals and Other Blocked Persons, the OFAC Sectoral Sanctions List, the U.S. State Department's Nonproliferation Sanctions and other lists, the U.S. Commerce Department's Entity List or Denied Persons List located at <https://www.export.gov/article?id=Consolidated-Screening-List>, the consolidated list of persons, groups and entities subject to EU financial sanctions from time to time; or (v) owned or controlled by, or acting on behalf of, any of the foregoing.

(c) Customer acknowledges and agrees that it is solely responsible for complying with, and shall comply with, Trade Restrictions applicable to any of its own or its Authorized Users' content or Customer Data transmitted through the DocuSign Services. Customer shall not and shall not permit any Authorized User to access, use, or make the DocuSign Services available to or by any Restricted Party to or from within any Sanctioned Territory.

13.6 Anti-Corruption. In connection with the DocuSign Services performed under this Agreement and Customer's use of DocuSign's services, the Parties agree to comply with all applicable anti-corruption and anti-bribery related laws, statutes, and regulations. Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of DocuSign employees or agents in connection with an Order Form, SOW or this Agreement.

13.7 U.S. Government Rights. All DocuSign Services, including Documentation, and any software as may be provided under an applicable Service Schedule, are deemed to be "commercial computer software" and "commercial computer software documentation". "Commercial computer software" has the meaning set forth in FAR section 2.101 for U.S. Federal civilian agency purchases and DFARS 252.227-7014(a)(1) for U.S. Federal defense agency purchases. If the software is licensed or the DocuSign Services are acquired by or on behalf of a U.S. Federal civilian agency, including acquisitions via GSA contract, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the DocuSign Services are acquired by or on behalf of any agency within the DOD, DocuSign provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. Except as otherwise set forth in an applicable Service Schedule, this Section 13.7 (U.S. Government Rights) is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses U.S. Government rights in computer software or technical data.

13.8 Publicity. Except for pages whose design and content is under the control of the Customer, or for links to or promotion of such pages, DocuSign agrees not to display any Customer or government seals, trademarks, logos, service marks, and trade names on our homepage or elsewhere on one of DocuSign's hosted sites unless permission to do so has been granted by Customer or by other relevant government authority.

13.9 Waiver. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

13.10 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of the Agreement will remain in full force and effect.

13.11 Insurance. DocuSign will maintain, at its sole expense, insurance in such amounts and with such types of coverage as is usual and customary with coverage limits that are appropriate for the DocuSign Services supplied under the Agreement. At a minimum, DocuSign shall maintain: (i) commercial general liability insurance (including automobile liability if applicable to the DocuSign Services); (ii) errors and omissions insurance (which will include cyber-liability insurance); and (iii) insurance for claims under workers compensation laws or other similar laws or regulations. Upon Customer's prior written request DocuSign shall provide Customer with a certificate of insurance evidencing such insurance coverages.

13.12 Entire Agreement. This Agreement is the final, complete, and exclusive expression of the agreement between the Parties regarding the DocuSign Services provided under this Agreement. This Agreement supersedes and replaces, and the Parties disclaim any reliance on, all previous oral and written communications (including any confidentiality agreements pertaining to the DocuSign Services under this Agreement), representations, proposals, understandings, undertakings, and negotiations with respect to the subject matter hereof and apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing. This Agreement may be changed only by a written agreement signed by an authorized agent of both Parties. This Agreement will prevail over terms and conditions of any Customer-issued purchase order or other ordering documents, which will have no force and effect, even if DocuSign accepts or does not otherwise reject the purchase order or other ordering document.

The below signatories are authorized to sign on behalf of their respective Party(ies) and to agree to the terms of this MSA and any documents incorporated herein as of the MSA Effective Date.

Customer

Signature:

Name:

Title:

Date:

DocuSign, Inc.

Signature:

Name:

Title:

Date:



General Services Administration
Federal Supply Service Authorized Federal Supply Schedule Price List

Contractor:
Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
Phone: (703) 871-8500 Fax: (703) 871-8505
www.carahsoft.com

Contract Number:
47QSWA18D008F
Multiple Award Schedule (MAS)
Period Covered by Contract:
August 22, 2018 – August 21, 2028

Authorized Special Item Numbers (SINs):

Special Item No. 33411:	Purchasing of new electronic equipment
Special Item No. 511210:	Software Publishers
Special Item No. 518210C:	Cloud and Cloud-Related IT Professional Services
Special Item No. 532420L:	Leasing of new electronic equipment
Special Item No. 541370GEO:	Earth Observation Solutions
Special Item No. 54151:	Software Maintenance Services
Special Item No. 54151ECOM:	Electronic Commerce and Subscription Services
Special Item No. 54151S:	Information Technology Professional Services
Special Item No. 561422:	Automated Contact Center Solutions (ACCS)
Special Item No. 611420:	Information Technology Training
Special Item No. 811212:	Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
Special Item No. ANCILLARY:	Ancillary Supplies and Services
Special Item No. 333429:	3D Printing and Additive Manufacturing Solutions
Special Item No. 518210ERM:	Electronic Records Management
Special Item No. 493110RM:	Physical Records Management Solutions
Special Item No. 3361E:	Electric and Autonomous Vehicles and Accessories
Special Item No. OLM:	Order-Level Materials (OLM)

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is <https://gsaadvantage.gov>

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Contractor Data and Points of Contact

Contractor's Point of Contact for Contract Administration

Yvonne DLuzen – Contract
Manager Carahsoft
Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
(703) 871-8500 (Main) | (703) 871-8505 (fax)
contracts@carahsoft.com

Business Size: **Other than Small**

DUNs Number: **088365767**

Ordering Instructions / Terms and Conditions

1a. Authorized Special Item Numbers (SINs)

Special Item No. 33411: Purchasing of new electronic equipment.
Special Item No. 511210: Software Publishers
Special Item No. 518210C: Cloud and Cloud-Related IT Professional Services
Special Item No. 532420L: Leasing of new electronic equipment
Special Item No. 541370GEO: Earth Observation Solutions
Special Item No. 54151: Software Maintenance Services
Special Item No. 54151ECOM: Electronic Commerce and Subscription Services
Special Item No. 54151S: Information Technology Professional Services
Special Item No. 561422: Automated Contact Center Solutions (ACCS)
Special Item No. 611420: Information Technology Training
Special Item No. 811212: Maintenance of Equipment, Repair Services &/or Repair/Spare Parts
Special Item No. ANCILLARY: Ancillary Supplies and Services
Special Item No. 333429: 3D Printing and Additive Manufacturing Solutions
Special Item No. 518210ERM: Electronic Records Management
Special Item No. 493110RM: Physical Records Management Solutions
Special Item No. 3361E: Electric and Autonomous Vehicles and Accessories
Special Item No. OLM: Order-Level Materials (OLM)

1b. Lowest Priced Model Number and Price for Each SIN:

Not applicable.

1c. Hourly Rates

See the Terms and Conditions for SIN 54151S on pg. 37, below.

2. Maximum Order

SIN 33411

\$500,000

SIN 511210

\$500,000

Carahsoft Technology Corp.

MAS Schedule Terms & Conditions

(703) 871-8500

47QSWA18D008F

contracts@carahsoft.com

Page 3

SIN 518210C	\$500,000
SIN 532420L	\$500,000 [®]
SIN 541370GEO	\$1,000,000
SIN 54151	\$500,000
SIN 541519CDM	\$500,000
SIN 54151ECOM	\$500,000
SIN 54151S	\$500,000
SIN 564122	\$500,000
SIN 611420	\$250,000
SIN 811212	\$500,000
SIN ANCILLARY	\$250,000
SIN 333429	\$750,000
SIN 518210ERM	\$1,000,000
SIN 493110RM	\$1,000,000
SIN 3361E	\$2,000,000
SIN OLM	\$250,000

3. Minimum Order

\$100

4. Geographic Coverage

Domestic and Overseas

5. Point(s) of Production

Varies by Manufacturer

6. Discount from Internal Rate

The GSA Net Price published on GSA Advantage! Reflects the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

7. Quantity Discount

Varies by Manufacturer, as reflected on GSA Advantage!

8. Prompt Payment Terms

Net 30 Days
Information for Ordering Offices: Prompt Payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

Percentage-Based Purchasing: The published \$0.01 price is not the customers' final price. The Purchase price of the product is based on a commercial list price that is determined for the price you paid for the product. Please contact Carahsoft Technology Corp. at (703) 871-8500 or contracts@carahsoft.com for assistance with calculating the purchase price of the software maintenance and additional product information.

9. Government Purchase Card

Accepted for sales at or below the micro-purchase threshold.

Acceptance for purchases above the micro-purchase threshold will be determined on a procurement-by-procurement basis.

10. Foreign Items

None

11a. Time of Delivery

SIN 33411: 30 Days after Receipt of Order
SIN 511210: 30 Days after Receipt of Order
SIN 518210C: 30 Days after Receipt of Order
SIN 532420L: 30 Days after Receipt of Order
SIN 541370GEO: 30 Days after Receipt of Order
SIN 54151: 30 Days after Receipt of Order
SIN: 541519CDM: 30 Days after Receipt of Order
SIN 54151ECOM: 30 Days after Receipt of Order
SIN 54151S: 30 Days after Receipt of Order
SIN 561422: 30 Days after Receipt of Order
SIN 611420: 30 Days after Receipt of Order
SIN 811212: 30 Days after Receipt of Order
SIN ANCILLARY: 30 Days after Receipt of Order
SIN 333429: 30 Days after Receipt of Order
SIN 518210ERM: 30 Days after Receipt of Order
SIN 493110RM: 30 Days after Receipt of Order
SIN 3361E: 30 Days after Receipt of Order

11b. Expedited Delivery

Please contact the Contractor for availability and rates.

11c. Overnight and 2-Day Delivery

Please contact the Contractor for availability and rates.

11d. Urgent Requirements

Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB Point

Destination

13a. Ordering Address

Karina Woods – Operations Manager
Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
(703) 871-8519 (telephone)
(703) 871-8505 (fax)
gsaorders@carahsoft.com

13b. Ordering Procedures

For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address

Jillian Szczepanek
Accounts Receivable Carahsoft Technology Corp.
11493 Sunset Hills Rd., Suite 100
Reston, VA 20190
(703) 871-8614 (telephone)
(703) 871-8505 (fax)
gsapayments@carahsoft.com

15. Warranty Provision

Varies by Manufacturer and Product/Service

16. Export Packing Charges

Not applicable

17. Terms and Conditions of Government Purchase Card Acceptance

Please contact the Contractor for terms and conditions of acceptance.

18. Terms and Conditions of Rental, Maintenance, and Repair (if applicable)

Not applicable

19. Terms and Conditions of Installation

Not applicable

20a. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts from List Prices (if available)

Not applicable

20b. Terms and Conditions for Any Other Services

Not applicable

21. List of Service and Distribution Points

Not applicable

22. List of Participating Dealers

The full list of Participating Dealers can be found on the Carahsoft website,

[GSA MAS Schedule Authorized Dealers | Carahsoft](#)

23. List of Approved Manufacturer CSAs

[Manufactures End-User License Agreements](#)

Additional terms may apply.

24a. Preventative Maintenance

None

24b. Special Attributes such as Environmental Attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants)

None

24c. Section 508 Compliance for Electronic and Information Technology

Varies by Manufacturer

25. Data Universal Number System (DUNS) Number

088365767

26. Notification Regarding Registration in System for Award Management (SAM) Database

Contractor has an Active Registration in the SAM database



27. Labor Category Descriptions and Pricing

See the Terms and Conditions for SIN 54151S beginning on page 37 below.

28. Non-Defective Product Returns

Products are eligible for return or replacement within 30 days of invoice. New and unopened product return requests received more than 30 days after invoice are considered to be out-of-policy return requests. These types of requests will be considered on a case-by-case basis. Any applicable shipping costs are to be paid by the customer.

Table of Awarded Special Item Numbers (SINs)

Authorized Special Item Numbers (SINs)	Title/ Description
33411	Purchasing of new electronic equipment
511210	Software Publishers
518210C	Cloud and Cloud-Related IT Professional Services
532420L	Leasing of new electronic equipment
541370GEO	Earth Observation Solutions
54151	Software Maintenance Services
54151ECOM	Electronic Commerce and Subscription Services
54151S	Information Technology Professional Services
561422	Automated Contact Center Solutions (ACCS)
611420	Information Technology Training
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
ANCILLARY	Ancillary Supplies and Services
333429	3D Printing and Additive Manufacturing Solutions
518210ERM	Electronic Records Management
493110RM	Physical Records Management Solutions
3361E	Electric and Autonomous Vehicles and Accessories
OLM	Order-Level Materials (OLM)

Special Item Number Information

Special Item No. 33411: Purchasing of New Electronic Equipment

Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors, and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

NOTE: Subject to Cooperative Purchasing FSC CLASS 7010 - SYSTEM CONFIGURATION
End User Computers/Desktop Computers Professional Workstations Servers Laptop/Portable/Notebook Computers Large Scale Computers Optical and Imaging Systems Other Systems Configuration
Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Printers Display Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens
Network Equipment



Other Communications Equipment Optical Recognition Input/Output Devices Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 7035 - ADP SUPPORT EQUIPMENT
ADP Support Equipment

FSC Class 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES
Microcomputer Control Devices Telephone Answering and Voice Messaging Systems

FSC CLASS 7050 - ADP COMPONENTS
ADP Boards

FSC CLASS 5995 - CABLE, CORD, AND WIRE
ASSEMBLIES: COMMUNICATIONS EQUIPMENT
Communications Equipment Cables

FSC CLASS 6015 - FIBER OPTIC CABLES
Fiber Optic Cables

FSC CLASS 6020 - FIBER OPTIC CABLE ASSEMBLES AND HARNESSSES
Fiber Optic Cable Assemblies and Harnesses

FSC CLASS 6145 - WIRE AND CABLE, ELECTRICAL
Coaxial Cables

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT
Telephone Equipment Audio and Video Teleconferencing Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS
Communications Security Equipment

FSC CLASS 5815 - TELETYPE AND FACSIMILE EQUIPMENT
Facsimile Equipment (FAX)

FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE
Two-Way Radio Transmitters/Receivers/Antennas Broadcast Band Radio Transmitters/ Receivers/ Antennas Microwave Radio Equipment/Antennas and Waveguides Satellite Communications Equipment

FSC CLASS 5821 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, AIRBORNE
Airborne Radio Transmitters/Receivers

FSC CLASS 5825 - RADIO NAVIGATION EQUIPMENT, EXCEPT AIRBORNE
Radio Navigation Equipment/Antennas

FSC CLASS 5826 - RADIO NAVIGATION EQUIPMENT, AIRBORNE
Airborne Radio Navigation Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE
Pagers and Public Address Systems (wired and wireless transmissions, including background music systems)



FSC CLASS 5841 - RADAR EQUIPMENT, AIRBORNE
Airborne Radar Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT
Miscellaneous Communications Equipment
Installation (FPDS Code
N070) for Equipment Offered
Deinstallation (FPDS N070)
Reinstallation (FPDS N070)

Special Item No. 511210: Software Publishers

Includes both term and perpetual software

licenses and maintenance. NOTE: Subject to

Cooperative Purchasing

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid

Software Microcomputers

- Software Microcomputers
 - Operating System Software
 - Application Software
 - Electronic Commerce (EC) Software
 - Utility Software
 - Communications Software
 - Core Financial Management Software
 - Ancillary Financial Systems Software
 - Special Physical, Visual, Speech, and Hearing Aid Software
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Special Item No. 518210C: Cloud and Cloud-Related IT Professional Services

Includes commercially available cloud computing services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) and emerging cloud services. IT professional services that are focused on providing the types of services that support the Government's adoption of, migration to or governance/management of Cloud computing. Specific labor categories and/or fixed price solutions (e.g. migration services, etc.) that support activities associated with assessing Cloud solutions, refactoring workloads for Cloud solutions, migrating legacy or other systems to Cloud solutions, providing management/governance of Cloud solutions, DevOps, developing cloud native applications or other Cloud oriented activities.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class D305 IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING
Cloud Computing Services

Table 1: Cloud Computing Services (i.e. IaaS, etc.)

SIN Description	Sub-Categories
• Commercially available cloud computing services • Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics. • Open to all deployment models (private, public, community or hybrid), vendors specify deployment models	1. Software as a Service (SaaS): Consumer uses provider's applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available. 2. Platform as a Service (PaaS): Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure. 3. Infrastructure as a Service (IaaS): Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.

NOTE: Offerors may optionally select the single sub-category that best fits each cloud service offering, per Service Model Guidance, or select no sub-category if the offering does not fit an existing NIST service model.

DESCRIPTION OF CLOUD COMPUTING SERVICES (i.e. IaaS, etc.) AND PRICING

- a) The information provided below is designed to assist Offerors in qualifying cloud computing services and provide complete descriptions.
- b) In addition to standard pricing requirements, all pricing models must have the core capability to meet the NIST Essential Cloud Characteristics, particularly with respect to on-demand self-service, while allowing alternate variations at the task order level at agency discretion, pursuant to the guidance on NIST Essential Characteristics.

Table 2 summarizes the additional Offeror provided description requirements for services proposed under the Cloud Computing Services (i.e. IaaS, etc.). All mandatory description requirements must be complete, and adequate according to evaluation criteria.

In addition, there is one “Optional” reporting descriptions which exists to provide convenient service selection by relevant criteria. Where provided, optional description requirements must be complete and adequate according to evaluation criteria:

- 1) The NIST Service Model provides sub-categories for the Cloud SIN and is strongly encouraged, but not required. The Service Model based sub-categories provide this SIN with a structure to assist ordering activities in locating and comparing services of interest. Contractors may optionally select the single service model most closely corresponding to the specific service offering.
- 2) If a sub-category is selected it will be evaluated with respect to the NIST Service Model definitions and guidelines in “Guidance for Contractors”.

Table 2: Cloud Service Description Requirements

#	Description Requirement	Reporting Type	Instructions
1	Provide a brief written description of how the proposed cloud computing services (i.e. IaaS, etc.) satisfies each individual essential NIST Characteristic	Mandatory	The cloud service must be capable of satisfying each of the five NIST essential Characteristics as outlined in NIST Special Publication 800-145. See ‘GUIDANCE FOR CONTRACTORS: NIST Essential Characteristics’ below in this document for detailed overall direction, as well as guidance on inheriting essential characteristics. The NIST “Measured Service” characteristic requires a minimal “pay as you go” unit of measurement appropriate for the service. In the case of SaaS, the appropriate maximum measured increment of service shall be no more than 30 days per user, or some other equivalent discrete measurement that provides the government with the advantage of frequent (approximately every 30 days) “pay as you go” metering cycles. SaaS products, where consumption is only measured on an annual basis, may better fit under “Term Software License” SIN 132-32. Likewise, offers of any combinations of IaaS, PaaS or any other cloud product services in a bundle or other fashion that do not meet the frequency requirements of approximately 30 - day measurement and billing cycles, will not be accepted as complying with the NIST Measured Service characteristic.
2	Select NIST deployment models for the cloud computing service proposed.	Mandatory	Contractors must select at least one NIST deployment model as outlined in NIST Special Publication 800 - 145 describing how the proposed cloud computing service is deployed. Select multiple deployment models if the service is offered in more than one deployment model. See ‘GUIDANCE FOR CONTRACTORS: NIST Deployment Model’ below in this document for detailed direction on how to best categorize a service for the NIST deployment models.
3	Optionally select the most appropriate NIST service model that will be the designated sub- category, or may select no sub-category.	Optional	Contractor may select a single NIST Service model to sub-categorize the service as outlined in NIST Special Publication 800-145. Sub- category selection is optional but recommended. See ‘GUIDANCE FOR CONTRACTORS: NIST Service Model’ below in this document for detailed direction on how to best categorize a service for the NIST IaaS, PaaS, and SaaS service models.

2) GUIDANCE FOR OFFERORS

This section offers guidance for interpreting the Contractor Description Requirements in Table 2 (above) including the NIST essential cloud characteristics, service models and deployment models. This section is not a list of requirements.

Offeror specific definitions of cloud computing characteristics and models or significant variances from the NIST essential characteristics or models are discouraged and will not be considered in the scope of this SIN or accepted in response to evaluation factors. The only applicable cloud characteristics, service model/subcategories and deployment models for this SIN will be drawn from the NIST 800-145 special publication. Services qualifying for listing as cloud computing services (i.e. IaaS, etc.) under this SIN must substantially satisfy the essential characteristics of cloud computing as documented in the NIST Definition of Cloud Computing SP 800-145¹

Offerors must select deployment models corresponding to each way the service can be deployed. Multiple deployment model designations for a single cloud service are permitted but at least one deployment model must be selected.

Both Cloud service model (i.e. IaaS, etc.) and deployment model (i.e. public, etc.) designations must accord with NIST definitions. Guidance is offered in this document on making the most appropriate selection

a) NIST Essential Characteristics

General Guidance

NIST's essential cloud characteristics provide a consistent metric for whether a service is eligible for inclusion in this SIN. It is understood that due to legislative, funding and other constraints that government entities cannot always leverage a cloud service to the extent that all NIST essential characteristics are commercially available. For the purposes of the Cloud SIN, meeting the NIST essential characteristics is determined by whether each essential capability of the commercial service is available for the service, whether or not the Ordering Activity actually requests or implements the capability. The guidance in Table 3 offers examples of how services might or might not be included based on the essential characteristics, and how the Contractor should interpret the characteristics in light of current government contracting processes.

¹ <http://csrc.nist.gov/publications/nistpubs/800-145/SP800-145.pdf>

Table 3: Guidance on Meeting NIST Essential Characteristics

Characteristic	Capability	Guidance
On-demand self-service	- Ordering activities can directly provision services without requiring Contractor intervention. - This characteristic is typically implemented via a service console or programming interface for provisioning	Government procurement guidance varies on how to implement on-demand provisioning at this time. Ordering activities may approach on-demand in a variety of ways, including “not-to-exceed” limits, or imposing monthly or other appropriate payment cycles on what are essentially on demand services. Services under this SIN must be capable of true on- demand self-service, and ordering activities and Contractors must negotiate how they implement on demand capabilities in practice at the task order level: - Ordering activities must specify their procurement approach and requirements for on- demand service - Contractors must propose how they intend to meet the approach - Contractors must certify that on-demand self-service is technically available for their service should procurement guidance become available.
Broad Network Access	- Ordering activities are able to access services over standard agency networks - Service can be accessed and provisioned using standard devices such as browsers, tablets and mobile phones	- Broad network access must be available without significant qualification and in relation to the deployment model and security domain of the service - Contractors must specify any ancillary activities, services or equipment required to access cloud services or integrate cloud with other cloud or non-cloud networks and services. For example, a private cloud might require an Ordering Activity to purchase or provide a dedicated router, etc. which is acceptable but should be indicated by the Contractor.
Resource Pooling	- Pooling distinguishes cloud services from simple offsite hosting. - Ordering activities draw resources from a common pool maintained by the Contractor - Resources may have general characteristics such as regional location	- The cloud service must draw from a pool of resources and provide an automated means for the Ordering Activity to dynamically allocate them. - Manual allocation, e.g. manual operations at a physical server farm where Contractor staff configure servers in response to Ordering Activity requests, does not meet this requirement - Similar concerns apply to software and platform models; automated provisioning from a pool is required - Ordering activities may request dedicated physical hardware, software or platform resources to access a private cloud deployment service. However the provisioned cloud resources must be drawn from a common pool and automatically allocated on request.
Rapid Elasticity	Rapid provisioning and de- provisioning commensurate with demand	- Rapid elasticity is a specific demand-driven case of self-service ‘Rapid’ should be understood as measured in minutes and hours, not days or weeks. - Elastic capabilities by manual request, e.g. via a console operation or programming interface call, are required. - Automated elasticity which is driven dynamically by system load, etc. is optional. Contractors must specify whether automated demand-driven elasticity is available and the general mechanisms that drive the capability.

Measured Service	Measured service should be understood as a reporting requirement that enables an Ordering Activity to control their use in cooperation with self service	- Procurement guidance for on-demand self-service applies to measured service as well, i.e. rapid elasticity must be technically available but ordering activities and Contractors may mutually designate other contractual arrangements. - Regardless of specific contractual arrangements, reporting must indicate actual usage, be continuously available to the Ordering Activity, and provide meaningful metrics appropriate to the service measured - Contractors must specify that measured service is available and the general sort of metrics and mechanisms available - The goal of the Measured Service requirement is to ensure Ordering Activities realize the full benefit of “pay as you go” consumption models. Consumption measurements that are not discrete enough or frequent enough (greater than 30 days), will not fulfill this NIST essential characteristic and will not be eligible for inclusion in this SIN.
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Inheriting Essential Characteristics

Cloud Services (i.e. IaaS, etc.) may depend on other cloud services, and cloud service models such as PaaS and SaaS are able to inherit essential characteristics from other cloud services that support them. For example a PaaS platform service can inherit the broad network access made available by the IaaS service it runs on, and in such a situation would be fully compliant with the broad network access essential characteristic. Cloud Services (i.e. IaaS, etc.) inheriting essential characteristics must make the inherited characteristic fully available at their level of delivery to claim the relevant characteristic by inheritance.

Inheriting characteristics does not require the inheriting provider to directly bundle or integrate the inherited service, but it does require a reasonable measure of support and identification. For example, the Ordering Activity may acquire an IaaS service from “Provider A” and a PaaS service from “Provider B”. The PaaS service may inherit broad network access from “Provider A” but must identify and support the inherited service as an acceptable IaaS provider.

Assessing Broad Network Access

Typically broad network access for public deployment models implies high bandwidth access from the public internet for authorized users.

In a private cloud deployment internet access might be considered broad access, as might be access through a dedicated shared high bandwidth network connection from the Ordering Activity, in accord with the private nature of the deployment model.

Resource Pooling and Private Cloud

All cloud resource pools are finite, and only give the appearance of infinite resources when sufficiently large, as is sometimes the case with a public cloud. The resource pool supporting a private cloud is typically smaller with more visible limits. A finite pool of resources purchased as a private cloud service qualifies as resource pooling so long as the resources within the pool can be dynamically allocated to the ultimate users of the resource, even though the pool itself appears finite to the Ordering Activity that procures access to the pool as a source of dynamic service allocation.

1) NIST Service Model

The Contractor may optionally document the service model of cloud computing (e.g. IaaS, PaaS, SaaS, or a combination thereof, that most closely describes their offering, using the definitions in the NIST Definition of



Cloud Computing SP 800 -145. The following guidance is offered for the proper selection of service models.

NIST's service models provide this SIN with a set of consistent sub-categories to assist ordering activities in locating and comparing Cloud services (i.e. IaaS, etc.) of interest. Service model is primarily concerned with the nature of the service offered and the staff and activities most likely to interact with the service. Contractors should select a single service model most closely corresponding to their proposed service based on the guidance below. It is understood that cloud services can technically incorporate multiple service models and the intent is to provide the single best categorization of the service.

Contractors should take care to select the NIST service model most closely corresponding to each service offered. Contractors should not invent, proliferate or select multiple cloud service model sub-categories to distinguish their offerings, because ad-hoc categorization prevents consumers from comparing similar offerings. Instead vendors should make full use of the existing NIST categories to the fullest extent possible.

For example, in this SIN an offering commercially marketed by a Contractor as "Storage as a Service" would be properly characterized as Infrastructure as a Service (IaaS), storage being a subset of infrastructure. Services commercially marketed as "LAMP as a Service" or "Database as a Service" would be properly characterized under this SIN as Platform as a Service (PaaS), as they deliver two kinds of platform services. Services commercially marketed as "Travel Facilitation as a Service" or "Email as a Service" would be properly characterized as species of Software as a Service (SaaS) for this SIN.

However, Contractors can and should include appropriate descriptions (including commercial marketing terms) of the service in the full descriptions of the service's capabilities.

When choosing between equally plausible service model sub-categories, Contractors should consider several factors:

- a) Visibility to the Ordering Activity. Service model sub-categories in this SIN exist to help Ordering Activities match their requirements with service characteristics. Contractors should select the most intuitive and appropriate service model from the point of view of an Ordering Activity.
- b) Primary Focus of the Cloud Service (i.e. IaaS, etc.). Services may offer a mix of capabilities that span service models in the strict technical sense. For example, a service may offer both IaaS capabilities for processing and storage, along with some PaaS capabilities for application deployment, or SaaS capabilities for specific applications. In a service mix situation the Contractor should select the service model that is their primary focus. Alternatively contractors may choose to submit multiple service offerings for the SIN, each optionally and separately subcategorized.
- c) Ordering Activity Role. Contractors should consider the operational role of the Ordering Activity's primary actual
- d) consumer or operator of the service. For example services most often consumed by system managers are likely to fit best as IaaS; services most often consumed by application deployers or developers as PaaS, and services most often consumed by business users as SaaS.
- e) Lowest Level of Configurability. Contractors can consider IaaS, PaaS and SaaS as an ascending hierarchy of complexity, and select the model with the lowest level of available Ordering Activity interaction. As an example, virtual machines are an IaaS service often bundled with a range of operating systems, which are PaaS services. The Ordering Activity usually has access to configure the lower level IaaS service, and the overall service should be considered IaaS. In cases where the Ordering Activity cannot configure the speed, memory, network configuration, or any other aspect of the IaaS component, consider categorizing as a PaaS service.

Cloud management and cloud broker services should be categorized based on their own characteristics and not those of the other cloud services that are their targets. Management and broker services typically fit the SaaS service model, regardless of whether the services they manage are SaaS, PaaS or IaaS. Use

Table 3 to determine which service model is appropriate for the cloud management or cloud broker services, or, alternately choose not to select a service model for the service.

The guidance in Table 4 offers examples of how services might be properly mapped to NIST service models and how a Contractor should interpret the service model sub-categories.

Table 4: Guidance on Mapping to NIST Service Models

Service Model	Guidance
Infrastructure as a Service (IaaS)	Select an IaaS model for service based equivalents of hardware appliances such as virtual machines, storage devices, routers and other physical devices. • IaaS services are typically consumed by system or device managers who would configure physical hardware in a non-cloud setting • The principal customer interaction with an IaaS service is provisioning then configuration, equivalent to procuring and then configuring a physical device. Examples of IaaS services include virtual machines, object storage, disk block storage, network routers and firewalls, software defined networks. Gray areas include services that emulate or act as dedicated appliances and are directly used by applications, such as search appliances, security appliances, etc. To the extent that these services or their emulated devices provide direct capability to an application they might be better classified as Platform services (PaaS). To the extent that they resemble raw hardware and are consumed by other platform services they are better classified as IaaS.

Platform as a Service (PaaS)	Select a PaaS model for service based equivalents of complete or partial software platforms. For the purposes of this classification, consider a platform as a set of software services capable of deploying all or part of an application. • A complete platform can deploy an entire application. Complete platforms can be proprietary or open source • Partial platforms can deploy a component of an application which combined with other components make up the entire deployment • PaaS services are typically consumed by application deployment staff whose responsibility is to take a completed agency application and cause it to run on the designated complete or partial platform service • The principal customer interaction with a PaaS service is deployment, equivalent to deploying an application or portion of an application on a software platform service. • A limited range of configuration options for the platform service may be available. Examples of complete PaaS services include: • A Linux/Apache/MySQL/PHP (LAMP) platform ready to deploy a customer PHP application, • a Windows .Net platform ready to deploy a .Net application, • A custom complete platform ready to develop and deploy a customer application in a proprietary language • A multiple capability platform ready to deploy an arbitrary customer application on a range of underlying software services. The essential characteristic of a complete PaaS is defined by the customer's ability to deploy a complete custom application directly on the platform. PaaS includes partial services as well as complete platform services. Illustrative examples of individual platform enablers or components include: • A database service ready to deploy a customer's tables, views and procedures, • A queuing service ready to deploy a customer's message definitions • A security service ready to deploy a customer's constraints and target applications for continuous monitoring The essential characteristic of an individual PaaS component is the customer's ability to deploy their unique structures and/or data onto the component for a partial platform function. Note that both the partial and complete PaaS examples all have two things in common: • They are software services, which offer significant core functionality out of the box • They must be configured with customer data and structures to deliver results As noted in IaaS, operating systems represent a gray area in that OS is definitely a platform service, but is typically bundled with IaaS infrastructure. If your service provides an OS but allows for interaction with infrastructure, please sub-categorize it as IaaS. If your service "hides" underlying infrastructure, consider it as PaaS.
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Software as a Service (SaaS)

Select a SaaS model for service based equivalents of software applications.

- SaaS services are typically consumed by business or subject-matter staff who would interact directly with the application in a non-cloud setting
- The principal customer interaction with a SaaS service is actual operation and consumption of the application services the SaaS service provides.

Some minor configuration may be available, but the scope of the configuration is limited to the scope and then the permissions of the configuring user. For example an agency manager might be able to configure some aspects of the application for their agency but not all agencies. An agency user might be able to configure some aspects for themselves but not everyone in their agency. Typically only the Contractor would be permitted to configure aspects of the software for all users.

Examples of SaaS services include email systems, business systems of all sorts such as travel systems, inventory systems, etc., wiki's, websites or content management systems, management applications that allow a customer to manage other cloud or non-cloud services, and in general any system where customers interact directly for a business purpose.

Gray areas include services that customers use to configure other cloud services, such as cloud management software, cloud brokers, etc. In general these sorts of systems should be considered SaaS, per guidance in this document.

2) Deployment Model

Deployment models (e.g. private, public, community, or hybrid) are not restricted at the SIN level and any specifications for a deployment model are the responsibility of the Ordering Activity.

Multiple deployment model selection is permitted, but at least one model must be selected. The guidance in Table 4 offers examples of how services might be properly mapped to NIST deployment models and how the Contractor should interpret the deployment model characteristics. Contractors should take care to select the range of NIST deployment models most closely corresponding to each service offered.

Note that the scope of this SIN does not include hardware or software components used to construct a cloud, only cloud capabilities delivered as a service, as noted in the Scope section.

Table 5: Guidance for Selecting a Deployment Model

Deployment Model	Guidance
Private Cloud	The service is provided exclusively for the benefit of a definable organization and its components; access from outside the organization is prohibited. The actual services may be provided by third parties, and may be physically located as required, but access is strictly defined by membership in the owning organization.
Public Cloud	The service is provided for general public use and can be accessed by any entity or organization willing to contract for it.
Community Cloud	The service is provided for the exclusive use of a community with a definable shared boundary such as a mission or interest. As with private cloud, the service may be in any suitable location and administered by a community member or a third party.
Hybrid Cloud	The service is composed of one or more of the other models. Typically hybrid models include some aspect of transition between the models that make them up, for example a private and public cloud might be designed as a hybrid cloud where events like increased load permit certain specified services in the private cloud to run in a public cloud for extra capacity, e.g. bursting.

Special Item No. 532420L: Leasing of new electronic equipment

Leasing of new electronic equipment. Includes the following lease types:
Lease to Ownership, and Lease with Option to Own

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class W070 LEASE OR RENTAL OF EQUIPMENT- ADP
EQUIPMENT/SOFTWARE/SUPPLIERS/SUPPORT EQUIPMENT
Lease of Products

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 532420L Option 1 Lease Terms and Conditions

Option 1 Lease Terms and Conditions does not contain a cancellation clause and all leases automatically expire on September 30th or sooner.

52.207-5	Option to Purchase Equipment	Feb 1995
52.227-14	Rights in Data-General	May 2014

1. STATEMENT

- a. It is understood by all parties to this contract that orders issued under this SIN shall constitute a lease arrangement. Unless the ordering activity intends to obligate other than annual appropriations to fund the lease, the base period of the lease is from the date of the product acceptance through September 30 of the fiscal year in which the order is placed.
- b. Agencies are advised to follow the guidance provided in Federal Acquisition Regulation (FAR) Subpart 7.4 Product Lease or Purchase and OMB Circular A-11. Agencies are responsible for the obligation of funding consistent with all applicable legal principles when entering into any lease arrangement.

2. FUNDING AND PERIODS OF LEASING ARRANGEMENTS

- a. Annual Funding. When annually appropriated funds are cited on an order for leasing, the following applies:
 - i. The base period of an order for any lease executed by the ordering activity shall be for the duration of the fiscal year. All ordering activity renewal options under the lease shall be specified in the delivery order. All orders for leasing shall remain in effect through September 30 of the fiscal year or the planned expiration date of the lease, whichever is earlier, unless the ordering activity exercises its rights hereunder to acquire title to the product prior to the planned expiration date or unless the ordering activity exercises its right to terminate under GSAR 552.212-4. Orders under the lease shall not be deemed to obligate succeeding fiscal year's funds or to otherwise commit the ordering activity to a renewal.
 - ii. All orders for leasing shall automatically terminate on September 30, unless the ordering activity notifies the Contractor in writing thirty (30) calendar days prior to the expiration of such orders of the ordering activity's intent to renew. Such notice to renew shall not bind

the ordering activity. The ordering activity has the option to renew each year at the original rate in effect at the time the order is placed. This rate applies for the duration of the order. If the ordering activity exercises its option to renew, the renewal order shall be issued within 15 days after funds become available for obligation by the ordering activity, or as specified in the initial order. No termination fees shall apply if the ordering activity does not exercise an option.

- a. Crossing Fiscal Years Within Contract Period. Where an ordering activity has specific authority to cross fiscal years with annual appropriations, the ordering activity may place an order under this option to lease product for a period up to the expiration of its period of appropriation availability, or twelve months, whichever occurs later, notwithstanding the intervening fiscal years.

3. DISCONTINUANCE AND TERMINATION

Notwithstanding any other provision relating to this SIN, the ordering activity may terminate products leased under this agreement, at any time during a fiscal year in accordance with the termination provisions contained in GSAR 552.212 -4(l) Termination for the ordering activity's convenience, or (m) Termination for cause. Additionally, no termination for cost or fees shall be charged for non-renewal of an option.

4. The following terms and conditions may be included.

a. ASSIGNMENT OF CLAIMS

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

b. PEACEFUL POSSESSION AND UNRESTRICTED USE

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

c. COMMENCEMENT OF LEASE

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

d. INSTALLATION AND MAINTENANCE

- i. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering

activity to ensure that maintenance is in effect for the Lease term for all products leased.

- ii. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

e. MONTHLY PAYMENTS:

- i. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.
- ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:

For Example: Lease factor one (1) percent over the rate for the three-year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets.

- iii. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.
- iv. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.
- v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.
- vi. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

f. LEASE END/DISCONTINUANCE OPTIONS

- i. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non - Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
 - 1. to purchase the product for the residual value of the product, or
 - 2. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease

payments shall be computed.

- ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or create or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

- iii. Returns

1. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
2. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
3. Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
4. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
 - i. deleted or disabled all files and copies of the software from the equipment on which it was installed;
 - ii. returned all software documentation, training manuals, and physical media on which the software was delivered; and
 - iii. has no ability to use the returned software.

- g. UPGRADES AND ADDITIONS

- i. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
 1. can be removed without causing material damage to the product;
 2. do not reduce the value of the product; and
 3. are obtained from or approved by the Contractor and are not subject to the interest of any third party other than the Contractor.
- ii. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
 1. were not leased from the Contractor, and
 2. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.

- iii. Any additions that are not so removable will become the Contractor's property (lien free).

- iv. Leases of additions and upgrades must be co-terminus with that of the product.
- h. **RISK OF LOSS OR DAMAGE**
The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.
- i. **TITLE**
During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the applicable purchase option price.
- j. **TAXES**
The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.
- k. **ADDITIONAL LEASE TERMS**
Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 532420L Option 2 Lease Terms and Conditions

Option 2 Lease Terms and Conditions contains a cancellation clause, in which the fee must be in accordance with applicable legal principles.

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

52.207-5	Option to Purchase Equipment	Feb 1995
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52.227-14	Rights in Data-General	May 2014
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1. LEASING PRICE LIST NOTICE

- a. Contractors must include the following notice in their contract price list for SIN 532420L:

“The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease.”

2. STATEMENT OF ORDERING ACTIVITY INTENT

- a. The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the “Lease Term”). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.
- b. Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

3. LEASE TERM

- a. The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work.

Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

- b. Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR and/or DFAR 232.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. This cross fiscal year authority does not apply to multi-year leases.
- c. The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less

than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

- d. Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstances.

4. LEASE TERMINATION

- a. The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.
 - i. The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with GSAR 552.212-4 paragraphs (l) and (m).
 - ii. The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.
- b. Termination for Convenience of the Ordering Activity: Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with GSAR 552.212-4, Contract Terms and Conditions Commercial Items, paragraph (l) Termination for Convenience of the ordering activity. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling.
- c. Termination for Non-Appropriation: The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payments for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

- d. Termination Charges: At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.
 - e. At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.
4. The following terms and conditions may be included.
- a. ASSIGNMENT OF CLAIMS
GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.8. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.
 - b. PEACEFUL POSSESSION AND UNRESTRICTED USE
In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.
 - c. COMMENCEMENT OF LEASE
The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.
 - d. INSTALLATION AND MAINTENANCE
 - i. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

- ii. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.
- e. MONTHLY PAYMENTS:
- i. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a “base value” for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.
 - ii. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value:

For Example: Lease factor one (1) percent over the rate for the three-year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.
The lease payment may be calculated by using a programmed business calculator or by using “rate” functions provided in commercial computer spreadsheets.
 - iii. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 5.b. Above.
 - iv. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to the date of transfer of ownership, whichever is less.
 - v. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.
 - vi. In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.
- f. LEASE END/DISCONTINUANCE OPTIONS
- i. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non - Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:
 - 1. to purchase the product for the residual value of the product, or
 - 2. to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

- ii. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or create or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or its assigns.

- iii. Returns

1. Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.
2. The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.
3. Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.
4. With respect to software, the ordering activity shall state in writing to the Contractor that it has:
 - i. deleted or disabled all files and copies of the software from the equipment on which it was installed;
 - ii. returned all software documentation, training manuals, and physical media on which the software was delivered; and
 - iii. has no ability to use the returned software.

- g. UPGRADES AND ADDITIONS

- i. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
 1. can be removed without causing material damage to the product;
 2. do not reduce the value of the product; and
 3. are obtained from or approved by the Contractor, and are not subject to the interest of any third party other than the Contractor.
- ii. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
 1. were not leased from the Contractor, and
 2. are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
- iii. Any additions that are not so removable will become the Contractor's property (lien free).
- iv. Leases of additions and upgrades must be co-terminus with that of the product.

h. RISK OF LOSS OR DAMAGE

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

i. TITLE

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of a Lease To Ownership or has otherwise paid the applicable purchase option price.

j. TAXES

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

k. ADDITIONAL LEASE TERMS

Offeror may propose additional lease terms and conditions for billings, payments, and/or invoices, as long as they are consistent with the terms and conditions specified elsewhere.

Special Item No. 541370GEO: Earth Observation Solutions

Provides geospatial earth observation technologies, products, and services to include, but not limited to ground, satellite and aerial based sensor data and imagery; worldwide digital transmission, internet, data, and video services and products through various networks, platforms, and applications. Offerings include global coverage, imagery, archive storage and distribution, monitoring, basemaps (mosaics), and earth observation solutions for accurate, mission critical information for uses to include, but not limited to, environmental, agriculture, meteorology, forestry, fish & wildlife habitats, disaster response and recovery, defense, maritime, mapping, humanitarian support, transportation, and public safety.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class D304 IT AND TELECOM-
TELECOMMUNICATIONS AND TRANSMISSION
IT AND TELECOM-TELECOMMUNICATIONS AND TRANSMISSION

FSC/PSC Class D305 IT AND TELECOM- TELEPROCESSING,



TIMESHARE, AND CLOUD COMPUTING

- IT AND TELECOM- TELEPROCESSING, TIMESHARE, AND CLOUD COMPUTING

FSC/PSC Class D317 IT AND TELECOM- WEB-BASED SUBSCRIPTION

- Creation/Retrieval of IT Related Data Services
- Creation/Retrieval of Other Information Services
- Web-Based Subscription

FSC/PSC Class D399 IT AND TELECOM- OTHER IT AND TELECOMMUNICATIONS

- Other IT and Telecommunications Services

Special Item No. 54151: Software Maintenance Services

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

NOTE: Subject to Cooperative Purchasing

Special Item No. 54151ECOM: Electronic Commerce and Subscription Services

Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

NOTE: Subject to Cooperative Purchasing

Special Item No. 54151S: Information Technology Professional Services

IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

NOTE: Subject to Cooperative Purchasing

Commercial Job Title: Consulting Engineer

Minimum/General Experience: Has approximately 5 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.

Functional Responsibility: Working under close supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others



involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

Minimum Education: B.A. or B.S. in Computer Science, Engineering, Mathematics, Economics or Business.

Commercial Job Title: Information Architect

Minimum/General Experience: Has approximately 2 years of experience with skills covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of multi-tier network configurations for web enabled applications. Possesses a clear understanding of the interrelationships of firewalls, network devices, and servers and clear knowledge of a specific web enabling technology (i.e. Microsoft or Netscape servers). Possesses experience with database and/or email integration, Internet network design (DMZ, routers, switching) and system administration practices.

Functional Responsibility: Designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Project Manager

Minimum/General Experience: Has approximately 2 years of experience within information system project-oriented environments. Leads planning, scheduling, monitoring, and reporting activities for projects. Facilitates needs assessment and development of recommended project control solutions to be used for planning, scheduling and tracking of each project through integration of various project management tools. Develops project controls and reporting procedures. Assists in the training of the project team on application of the procedures. Analyzes project progress/costs and assists with development and evaluation of alternatives when the project falls behind schedule or exceeds budget. Develops and delivers presentations to customer management. Integrates specific industry methodologies to appropriate project management solutions.

Functional Responsibility: Possesses a thorough understanding of the process requirements and provide both technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Consulting Engineer

Minimum/General Experience: Has approximately 10 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.



Functional Responsibility: Provides supervision, person provides technical or scientific and project support for multiple large- scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting. complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Consulting Engineer

Minimum/General Experience: Has approximately 10 years of experience. Possesses understanding covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of information systems, programs and equipment. Provides technical assistance to others working on requirements, definition, system requirements analysis, system level design and integration, operations support planning and/or the coordination of the preparation of system development specifications and specialty engineering plans. May be skilled in systems engineering, electrical engineering or industrial engineering activities.

Functional Responsibility: Provides supervision, person provides technical or scientific and project support for multiple large- scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting. complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Commercial Job Title: Senior Information Architect

Minimum/General Experience: Has approximately 7 years of experience with skills covering the planning, research, development, design, testing, evaluation, production, analysis, and implementation of multi-tier network configurations for web enabled applications. Possesses a clear understanding of the interrelationships of firewalls, network devices, and servers and clear knowledge of a specific web enabling technology (i.e. Microsoft or Netscape servers). Possesses experience with database and/or email integration, Internet network design (DMZ, routers, switching) and system administration practices. Functional Responsibility: Provides supervision, person designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science

Commercial Job Title: Senior Project Manager



Minimum/General Experience: Has approximately 7 years' experience within information system project-oriented environments. Leads planning, scheduling, monitoring, and reporting activities for projects. Facilitates needs assessment and development of recommended project control solutions to be used for planning, scheduling and tracking of each project through integration of various project management tools. Develops project controls and reporting procedures. Assists in the training of the project team on application of the procedures. Analyzes project progress/costs and assists with development and evaluation of alternatives when the project falls behind schedule or exceeds budget. Develops and delivers presentations to customer management. Integrates specific industry methodologies to appropriate project management solutions.

Functional Responsibility: Provides supervision, person possesses a thorough understanding of the process requirements and provide both technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.

Minimum Education: B.S. in Engineering, Mathematics, Computer Science, Operations Research, or applied science.

Labor Category	August 2022 August 2023	August 2023 August 2024	August 2024 August 2025	August 2025 August 2026	August 2026 August 2027	August 2027 August 2028
	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
Consultant Engineer	222.68	229.27	236.06	236.06	236.06	236.06
Information Architect	217.64	224.08	230.71	230.71	230.71	230.71
Project Manager	217.64	224.08	230.71	230.71	230.71	230.71
Senior Consulting Engineer	255.74	263.30	271.10	271.10	271.10	271.10
Senior Information Architect	278.49	286.73	295.21	295.21	295.21	295.21
Senior Project Manager	272.76	280.83	289.14	289.14	289.14	289.14



Special Item No. 561422: Automated Contact Center Solutions (ACCS)

ACCS is defined as any combination of products, equipment, software and/or services that are required to establish and maintain contact center capabilities managed by the contractor for an agency. These include a wide range of automated and attended managed solutions that allow agencies to respond to inquiries from the public. Permissible offerings under this SIN may include any technologies or services required to deliver and support ACCS to agencies, including but not limited to: • Technology: Automated services to include but not limited to Artificial Intelligence (AI), Chat Bots, Robotic Process Automation, Interactive Voice Response (IVR), Voice/Speech Recognition, Text-to-Speech, Voicemail, Callback, Web Callback, Email Delivery, Hosted Online Ordering, Hosted Email Web Form, Hosted FAQ Service, etc.

NOTE: Subject to Cooperative Purchasing

Special Item No. 611420: Information Technology Training

Includes training on hardware, software, cloud, and

other applicable systems. NOTE: Subject to

Cooperative Purchasing

FSC/PSC Class U012 EDUCATION/TRAINING-
INFORMATION TECHNOLOGY/TELECOMMUNICATIONS
TRAINING

Training Courses for Information Technology Equipment and Software

Special Item No. 811212: Maintenance of Equipment, Repair Services and/or Repair/Spare Parts

Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment

NOTE: Subject to Cooperative Purchasing

FSC/PSC Class J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)

FSC/PSC Class J058 – Maintenance and Repair of Communication Equipment

INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 811212 Hardware Maintenance Order Terms

1) Service Areas

- a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a _(**insert miles) mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points.. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Address		
City	State	Zip Code

2) Loss or Damage

When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3) Scope

- a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.
- b) Equipment placed under maintenance service shall be in good operating condition.
 - i. In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - ii. Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - iii. If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.

4) Responsibilities

- a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

- b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.
- 5) Maintenance Rate Provisions
- a) The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.
- i. Regular Hours: The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.
 - ii. After Hours: Should the ordering activity require that maintenance be performed outside of regular hours, charges for such maintenance, if any, will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.
 - iii. Travel and Transportation: If any charge is to apply, over and above the regular maintenance rates, due to the distance between the ordering activity location and the Contractor/OEM's service area, the charge will be negotiated at the Task Order level.

	Yes	No
Indicate if there will be an additional charge for travel and transportation.		

- a) Quantity Discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity shall be provided below.

Quantity Range	Discounts
Units	%
Units	%
Units	%



INFORMATION TECHNOLOGY CATEGORY HARDWARE SUBCATEGORY

SIN 811212 Hardware Repair Service Order Terms

1) Service Areas

- a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a (**insert miles) mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points.. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Address		
City	State	Zip Code

2) Loss or Damage

When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3) Scope

- a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.
- b) Equipment placed under maintenance and/or service shall be in good operating condition.
 - i) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - ii) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - iii) If the equipment was not under the Contractor/OEM responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of the contract.

4) Responsibilities

- a) For equipment not covered by a maintenance contract or warranty, repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- b) If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Ordering Activity and the Contractor.

5) Repair Service Rate Provisions

- a) Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b) Multiple Machines: When repairs are ordered by the ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.
- c) At the Contractor/OEM's Facility
 - i) When equipment is returned to the Contractor/OEM's Facility for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc. from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
 - ii) The ordering activity should not return defective equipment to the Contractor/OEM for adjustments and repairs or replacement without prior consultation and instruction.
- d) At the Ordering Activity Location (Within Established Service Areas)
 - i) When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones.
No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates.
- e) At the Ordering Activity Location (Outside Established Service Areas)
 - i) If repairs are to be made at the ordering activity location, and the location is outside the service area terms defined in the GSA Price list. Rates negotiated at the task order will apply.
 - ii) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required



to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

f) Labor Rates

- i) Regular Hours: Contract rates shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service, which was requested during regular hours, but performed at the convenience of the Contractor outside the regular hours.
- ii) After Hours: Should the ordering activity require that service be performed outside of regular hours, charges for such service, if any, will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.
- iii) Sundays and Holidays: When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates shall apply, and will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.

Repair Service Rates

	Minimum Charge * - Regular Hours	Hourly Rate - After Hours	Hourly Rate - Sunday and Holidays
Contractor/OEM Facility			
Ordering Activity Location (Within Established Service Areas)			
Ordering Activity Location (Outside Established Service Areas)			

*MINIMUM CHARGES INCLUDE FULL _HOURS ON THE JOB

4) Repair Parts/Spare Parts Rate Provision

- a) All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in the GSA Price list shall be new, standard parts manufactured by the OEM.
- b) All parts shall be furnished at the prices indicated in the Contractor's commercial pricelist dated _____, at a Discount of ---- % from such listed prices.



Special Item No. 333429: 3D Printing Solutions and Additive Manufacturing Solutions

333249 Includes printers; ancillary equipment, technical services and supplies required to generate functional prototype images and printed objects. Equipment may include all classes and sizes of 3D Printers, laser imaging devices, post processing devices and ancillary accessories and software to produce functional items. Technical services include but are not limited to: 3D Printing and laser imaging to produce a digital file used to generate functional prototype images and printed objects. All types of consumables and other items related to this SIN are included.

Special Item No. 518210ERM: Electronic Records Management

518210ERM Electronic Records Management Solutions provide a comprehensive capability to solve the complex challenges posed by the movement, manipulation, archiving, security, and management of electronic records. The vendor provides professional management and administrative support personnel with the necessary skills to perform effective record management services for both classified and/or unclassified records. The services are provided using either Government or vendor equipment and facilities or a combination of both. The objective of electronic records management services is to permit the access, maintenance, control, storage, disposition, and transfer of electronic records. Includes any ancillary supplies and/or services necessary to provide a total electronic records management solution.



Vendor Certification for SIN 518210ERM –

For the purposes of the Schedule 36 Solicitation (3FNJ-C1-000001-B), eleven (11) specific elements of Electronic Records Management (ERM) Services have been identified. These 11 elements are fully defined and the corresponding requirements are identified in the Universal Electronic Records Management Requirements attachment to the solicitation. These requirements have been established and are administered by the National Archives & Records Administration (NARA).

Vendors may provide any combination of the 11 elements of ERM Services; however, vendors must certify that they are capable of meeting all standards associated with the elements they propose by completing this certification. **Vendors should include a completed copy of this certification in their published GSA catalog to illustrate their ERM capabilities.**

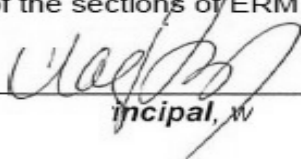
Carahsoft Technology Corp. 1860
Michael Faraday Drive Suite 100
Reston, VA 20190

Proposed Elements of Electronic Records Management Services:

[Select all that apply]

- ☐ Element 1 - Desktop Applications
- ☒ Element 2 - Electronic Messages
- ☒ Element 3 - Social Media
- ☐ Element 4 - Cloud Services
- ☐ Element 5 - Websites
- ☒ Element 6 - Digital Media (Photo)
- ☒ Element 7 - Digital Media (Audio)
- ☒ Element 8 - Digital Media (Video)
- ☐ Element 9 - Databases
- ☒ Element 10 - Shared Drives
- ☒ Element 11 - Engineering Drawings

Carahsoft Technology Corp. hereby certifies that we are capable of meeting all standards described in Solicitation -3FNJ-C1-000001-B and the Universal Electronic Records Management Requirements attachment for each of the sections of ERM Services we have proposed, as indicated above.


Principal, w

Vendor Certification for SIN 493110RM –

493110RM Includes capabilities to manage the movement, manipulation, archiving, security, and management of physical records, including any ancillary supplies and/or services necessary to provide a total physical records management solution.

Vendor Certification for SIN 3361E –

3361E Includes electric and autonomous vehicles and accessories.

ATTACHMENT I - AUTHORIZED PARTICIPATING DEALERS

Carahsoft certifies that all dealers participating in the performance of this contract have agreed that their performance will be in accordance with all terms and conditions of this GSA Schedule.

For the complete listing of authorized participating dealers please see:

<https://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-multiple-award-schedule-contract/authorized-dealers>

ATTACHMENT II – Contractor Team Arrangements

Schedule Contractors participating in a Contractor Team Arrangement must abide by all terms and conditions of their respective contracts. This includes compliance with Clause 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

For the complete listing of Contractor Team Arrangements, please contact Carahsoft for details.

For the complete list of Commercial Supplier Agreements vetted and approved by GSA for inclusion into the GSA Schedule Contract, please see: <https://www.carahsoft.com/buy/gsa-schedule-contracts/approved-csas>

ATTACHMENT IV A – U.S. Government Adobe FITARA Addendum

Introduction

This Federal Supply Schedule Addendum supplements GSA Federal Supply Schedule Contract Number GS-35F-0119Y between Carahsoft Technology Corporation and the General Services Administration.

The Adobe Category Management Offering addresses current OMB Memorandum's (M-16-04, M-16-12), Circular A-130, OFPP and, GSA Federal Cyber, electronic government and Category Management policy requirements.

The Adobe Data Centric Security and Electronic Signature Solutions provide the best-in-class technology to the federal government. Providing a streamlined avenue for agencies to acquire Adobe technology through category management will improve the acquisition and management of the proposed solutions.



The Adobe Enterprise Digital Rights Management Bundle provides a DRM solution to documents allowing only people with specific credentials the ability to apply persistent protection to sensitive documents and information. With this level of dynamic protection you can revoke and change permissions within a document regardless of document location and you can protect against potential fraudulent activity. In addition, you can perform certificate based digital signatures on PDF documents when used with Acrobat*.

SKU	Description	List Price	GSA Price	Discount Level 1 >\$5M Annual Spend*	Discount Level 2 >\$15M Annual Spend*	Discount Level 3 >\$20M Annual Spend*
210T-1423-DRM1	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 1: Up to 1,000 Users	\$405,600.00	\$367,623.29	8%	15%	30%
210T-1423-DRM2	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 2: Up to 5,000 Users	\$625,600.00	\$567,023.29	8%	15%	30%
210T-1423-DRM3	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 3: Up to 10,000 Users	\$1,251,200.00	\$1,134,046.58	8%	15%	30%
210T-1423-DRM4	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 4: Up to 25,000 Users	\$2,777,400.00	\$2,517,343.16	8%	15%	30%
210T-1423-DRM5	Adobe Enterprise Digital Rights Management Bundle 12 Months TERM Tier 5: Up to 50,000 Users	\$5,554,800.00	\$5,034,686.32	8%	15%	30%

Adobe Consulting Services are required with the purchase of each bundle listed above. The recommended number of hours per bundle are listed below.

- 210T-1423-DRM1 – Up to 165 Hours
- 210T-1423-DRM2 – Up to 330 Hours
- 210T-1423-DRM3 – Up to 330 Hours
- 210T-1423-DRM4 – Up to 490 Hours
- 210T-1423-DRM5 – Up to 670 Hours

Please note: the hours listed above are estimates. Each agency may require more or less hours depending on project scope. All service items are available to the government at the GSA Schedule Price.

***Discount Level Detail**

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency reaches annual spend of \$5,000,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of \$15,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of \$20,000,000.00

Annual spend is calculated based on the total aggregate purchases made by any combination of sub agencies that fall underneath a parent agency in a 12 month period. The 12 month Period, or annual spend, is calculated based on the Adobe Fiscal Year which begins on December 1st. A full listing of eligible parent and sub agencies can be found on OPM.gov located [HERE](#).



In addition to the bundle pricing and discounts offered in the chart above, Carahsoft would like to offer the government additional discounts for all Adobe Experience Manager and Analytics software available on the GSA Schedule. Upon the purchase of any bundle listed above the ordering agency will receive 7% off any additional** Adobe Term licenses. The initial period of performance for all eligible Adobe Term Licenses purchased will be 12 months. In the event an ordering organization should require a custom or pro-rated period of performance, we will work with the agency on a per opportunity basis. The additional 7% discount for add on licenses will be offered so long as ordering agency has an active DRM Bundle Term License.

We are dedicated to providing the Enterprise Digital Rights Management solution to all federal agencies regardless of agency size. The Adobe team welcomes the opportunity to support any ordering organization that may require less than 1,000 users and custom configurations may be discussed on a per opportunity basis.

Discounts cannot be combined with discounts offered on existing BPA's or contracts that an agency may have in place with Carahsoft or an authorized Adobe/Carahsoft reseller.

*Bundle requires supported version of Acrobat to be installed

**Additional discounts limited to Adobe Experience Manager and Analytics Software only, excludes services and training.

Adobe Digital Rights Management Bundle - Breakout

Product Description	1,000 User s Qty	5,000 User s Qty	10,000 User s Qty	25,000 User s Qty	50,000 User s Qty
Adobe Experience Manager Forms 6.2 – On Premise Term - Per Core - 12 Months	2	2	4	8	16
Adobe Experience Manager Document Security 6.2 – On Premise Term Minimum 1000 Recipients - Per Recipient - 12 Months	1,000	5,000	10,000	25,000	50,000
Adobe Insight Client License Per Named User (12 Month Term License)	1	1	2	4	8
Adobe Insight Reporting License - Per Server Add On (Min. Insight Purchase Required) (12 Month Term License)	1	1	2	4	8
Adobe Insight Data Transformation Functionality - License - Per Server (12 Month Term License)	1	1	2	4	8
Adobe Insight Sensor License - Per Web Server (Min. Insight Purchase Required) (12 Month Term License)	1	1	2	4	8
Adobe File Server Unit (FSU) License - Per Server (12 Month Term License)	1	1	2	4	8
Adobe Data Processing Unit (DPU) License - Per Server (Up To 500 Gb) (12 Month Term License)	1	1	2	4	8

Solution 2

Adobe Electronic Signatures category management

Adobe Sign

Adobe Sign is licensed in two ways: by signature transaction and by seat. The discounts below apply to either licensing model. Pricing for the following Adobe Sign products purchased shall be in accordance with the established GSA price list/rate less the applicable guaranteed minimum discount percentages specified in the table below. Current GSA SKU's and licensing models for Sign eligible for discounts listed below are;

Licensing Model: Per Seat/User

SKU	Description	List Price	GSA Price
210-7041-ES	Adobe Document Cloud for Enterprise - Premium eSign Services P2 - Per Seat - Purchase Min 5 Seats Req (300 Transactions per Seat Included) - 12 Months	\$540.00	\$527.76

Licensing Model: Per Transaction

SKU	Description	List Price	GSA Price
210-7041-T	Adobe Document Cloud for Enterprise - Premium eSign Services P2 - Per Transaction 1-300 Transaction Purchase Req (Existing eSign Account Required) – 12 Months	540.00	\$527.76

Discounts are offered on a per total order basis as outlined in the table below:

Tier	Order Transaction Amount	Discount from GSA
Tier 1	\$25,000.00 - \$75,000.00	2%
Tier 2	\$75,000.01 - \$125,000.00	4%
Tier 3	\$125,000.01 - \$200,000.00	6%
Tier 4	\$200,000.01 - \$500,000.00	8%
Tier 5	\$500,000.01 +	10%

*Discounts are not cumulative.

Discounts cannot be combined with discounts offered on existing BPA's or contracts that an agency may have in place with Carahsoft or an authorized Adobe/Carahsoft reseller.

Introduction

This Federal Supply Schedule Addendum supplements GSA Federal Supply Schedule Contract Number GS-35F-0119Y between Carahsoft Technology Corporation and the General Services Administration.

The Nutanix Hybrid Cloud Infrastructure Category Management Offering addresses requirements of the Data Center Optimization Initiative (DCOI) established in OMB Memorandum M-16-19 and fulfills the data center requirements of the Federal Information Technology Acquisition Reform (FITARA).

Federal customers to date have selected configurations of Nutanix software, hardware and maintenance across 42 different configurations and 1,000s of individual part numbers. Our goal here is to offer incentives in the form of solutions of the Nutanix software, hardware and maintenance bought 90% of the time with full capabilities to build a hybrid cloud infrastructure. We also considered which of these configurations purchased line up consistently with what type of deployment, labeling each solution as such.

Incentives:

To enable agencies to quickly stand up Hybrid Cloud Infrastructure and incent them to leverage lessons learned from other agencies that have built Shared Services with Nutanix. Carahsoft and Nutanix are offering four types of Hybrid Cloud Infrastructure solutions and are described in detail with corresponding incentives offers for each:

- Hybrid Cloud Infrastructure Pilot/Micro Agency Solution (Solution 1)
- Hybrid Cloud Infrastructure Base Solutions (Solutions 2-4)
- Hybrid Cloud Infrastructure Scale out Solutions (Solutions 5-8)
- Hybrid Cloud Software Defined Datacenter Solutions (Solutions 9-10)

SOLUTION 1

Hybrid Cloud Infrastructure Pilot/Micro Agency Solution

Description: Hybrid Cloud Infrastructure Pilot/Micro Agency Solution

Ideal agency investment to prove out Hybrid Cloud infrastructure, train administrators & have an entry point at minimum cost for pilots or micro agencies. Quantity one would be offered per agency/micro agency. Nutanix would also provide specific to workloads: test plans, summary of expected outcomes, federal customer references and a total cost of ownership economic study.

1. Solution 1: Hybrid Cloud Infrastructure Base Solution - Nutanix Initial Pilot/Micro Agency

SKU	DESCRIPTION	LIST PRICE	GSA PRICE	Offer Price
422-HC-PLT- SLN	Solution 1: Hybrid Cloud Infrastructure Base Solution - Nutanix Initial Pilot/Micro Agency	\$164,960.62	\$153,460.85	\$81,242.66

SOLUTIONS 2-4

Hybrid Cloud Infrastructure Base Solutions

Description: Hybrid Cloud Infrastructure Base Solutions

Hybrid Cloud Infrastructure Base Solutions with full Nutanix Hybrid Cloud Infrastructure capabilities 75% configured with descriptions that align with initial deployment strategy. Nutanix will offer this cumulative per year volume incentive per agency, starting over annually. Carahsoft will track and report on agency by agency consumption. Nutanix would be



interested in advice to incent government Shared Service centers.

2. **Solution 2:** Hybrid Cloud Infrastructure base Solution - Nutanix Enterprise Block
3. **Solution 3:** Hybrid Cloud Infrastructure base Solution - Nutanix Branch Office Block
4. **Solution 4:** Hybrid Cloud Infrastructure base Solution - Nutanix High Performance Flash Block

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4	Discount Level 5	Discount Level 6	Discount Level 7
422-HC-B-ENT-SLN	Solution 2: Hybrid Cloud Infrastructure Base Solution - Nutanix Enterprise Block	\$225,305.74	\$209,635.52	\$203,376.78	\$202,437.65	\$200,559.39	\$198,681.14	\$186,083.36	\$184,205.10	\$181,387.72
422-HC-B-BRANCH-SLN	Solution 3: Hybrid Cloud Infrastructure Base Solution - Nutanix Branch Office Block	\$96,240.99	\$89,530.56	\$86,863.62	\$86,479.63	\$85,711.65	\$84,943.67	\$78,125.57	\$77,357.59	\$76,205.62
422-B-FLASH-SLN	Solution 4: Hybrid Cloud Infrastructure Base Solution - Nutanix High Performance Flash Block	\$523,995.56	\$487,682.63	\$473,062.67	\$470,727.78	\$466,057.99	\$461,388.20	\$444,603.14	\$439,933.35	\$432,928.67

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency purchases 1 solution each year
- Level 2 Discount Level is reached when parent agency purchases 2-5 total solutions each year
- Level 3 Discount Level is reached when parent agency purchases 6-10 total solutions each year
- Level 4 Discount Level is reached when parent agency purchases 11-20 total solutions each year
- Level 5 Discount Level is reached when parent agency purchases 21-40 total solutions each year
- Level 6 Discount Level is reached when parent agency purchases 41-99 total solutions each year
- Level 7 Discount Level is reached when parent agency purchases 100+ total solutions each year

See Workload Sizing Guide matrix below for the Solution number applied to enterprise workloads that are linear scalable. Therefore, multiples of sizing metrics can be matched to agency requirements per workload type to calculate ROMs. All sizing must be validated by Nutanix SEs, so workload mix on a single Nutanix Hybrid cloud infrastructure is considered.

SOLUTIONS 5-8

Hybrid Cloud Infrastructure Scale out Solutions

Description: Hybrid Cloud Infrastructure Scale out Solutions

Hybrid Cloud Infrastructure Scale out Solutions with full Nutanix hybrid cloud infrastructure capabilities 100% configured with descriptions that align with scale out deployment strategy. Nutanix will offer this cumulative per year volume incentive per agency, starting over annually. Carahsoft will track and report on agency by agency consumption. Nutanix would be interested in advice to incent government Shared Service centers.

5. **Solution 5:** Hybrid Cloud Infrastructure Scale out Solution - [Nutanix Cold Storage Block](#)
6. **Solution 6:** Hybrid Cloud Infrastructure Scale out Solution - [Nutanix Enterprise Block](#)
7. **Solution 7:** Hybrid Cloud Infrastructure Scale out Solution - [Nutanix Branch Office Block](#)
8. **Solution 8:** Hybrid Cloud Infrastructure Scale out Solution - [Nutanix High Performance Flash Block](#)

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4	Discount Level 5	Discount Level 6	Discount Level 7
422-HC-SO-C-STOR-SLN	Solution 5 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Cold Storage Block	\$91,410.54	\$85,044.56	\$82,508.68	\$82,136.40	\$81,391.82	\$80,647.24	\$74,806.60	\$74,062.03	\$72,945.16
422-HC-SO-ENT-SLN	Solution 6 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Enterprise Block	\$314,851.08	\$292,959.55	\$284,210.40	\$282,890.76	\$280,251.48	\$277,612.20	\$260,612.75	\$257,973.47	\$254,014.55
422-HC-SO-BRANCH-SLN	Solution 7 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix Branch Office Block	\$191,651.84	\$178,328.29	\$172,999.82	\$172,191.93	\$170,576.16	\$168,980.39	\$158,981.90	\$157,366.13	\$154,942.48
422-HC-SO-FLASH-SLN	Solution 8 Hybrid Cloud Infrastructure Scale-Out Solution - Nutanix High Performance Flash Block	\$1,002,953.80	\$933,507.02	\$905,495.87	\$900,960.76	\$891,890.56	\$882,820.35	\$856,174.52	\$847,104.31	\$833,499.00

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following;

- Level 1 Discount Level is reached when parent agency purchases 1 solution each year
- Level 2 Discount Level is reached when parent agency purchases 2-5 total solutions each year
- Level 3 Discount Level is reached when parent agency purchases 6-10 total solutions each year
- Level 4 Discount Level is reached when parent agency purchases 11-20 total solutions each year
- Level 5 Discount Level is reached when parent agency purchases 21-40 total solutions each year
- Level 6 Discount Level is reached when parent agency purchases 41-99 total solutions each year
- Level 7 Discount Level is reached when parent agency purchases 100+ total solutions each year

SOLUTIONS 9-10 Hybrid Cloud Software Defined Datacenter Solutions

Description: Hybrid Cloud Software defined datacenter

Hybrid Cloud Software defined datacenter and Tactical platforms with Nutanix Hybrid Cloud Infrastructure capabilities, applicable to a strategy where it is ideal to source validated and Nutanix supported hardware infrastructure separately from the Nutanix software. Nutanix would consider cumulative per year volume incentive, starting over annually.

9. **Solution 9:** Hybrid Cloud Software defined datacenter Solution – 4 node software only enterprise
10. **Solution 10:** Hybrid Cloud Tactical infrastructure software Solution – 8 node software only tactical

SKU	Description	List Price	GSA Price	Discount Level 1	Discount Level 2	Discount Level 3	Discount Level 4
422-HC-SW-TACT-SLN	Solution 9 Hybrid Cloud Software defined datacenter Solution	\$81,600.00	\$79,967.76	\$74,419.20	\$73,603.20	\$72,787.20	\$71,563.20
422-HC-SW-SSERV-SLN	Solution 10 Hybrid Cloud Tactical Infrastructure Software Solution	\$163,200.00	\$159,935.52	\$148,838.40	\$147,206.40	\$145,574.40	\$143,126.40

Discount Level Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following:

- Level 1 Discount Level is reached when parent agency reaches annual spend of \$500,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of \$1,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of \$2,000,000.00
- Level 4 Discount Level is reached when parent agency reaches annual spend of \$5,000,000.00

Sizing is specific to Nutanix partner hardware platforms and available upon request from Nutanix systems engineers. All Nutanix validated and supported partner hardware platforms build and deploy systems by node count. Eight and four node solutions were selected because that is the full scale out configuration of the individual partner hardware platforms for enterprise and tactical solutions.

Nutanix Software capabilities that are included with each of the solutions to enable the Nutanix Hybrid Cloud infrastructure regardless of whether the hardware is procured from Nutanix or separately from a Nutanix certified and supported hardware vendor:

Webscale hyper converged architecture, Nutanix Acropolis application mobility fabric, Acropolis distributed storage fabric, PRISM Enterprise management, Acropolis hypervisor, Acropolis file services, Acropolis block services, Acropolis Container services, Nutanix Cloud Connect, Shared Service self-service portal, data locality, data tiering, compression, de-duplication, security hardening, security control monitoring, security control breach automated remediation, NIST security control documentation for ATO, 1 year HW and SW maintenance including all software updates with 24x7x365 phone support - 4 hr response with non-returned disk service.

ATTACHMENT IV C - U.S. Government VERITAS FITARA Addendum

Introduction

Veritas Enterprise Data Management empowers government departments, on the federal and local level, to combine key capabilities from a family of solutions that reduces complexity, streamlines operations, and empowers agencies to recognize enormous business value.

With Veritas Enterprise Data Management solutions, federal agencies can have the insight and availability they need to understand what information they have, know how to keep it protected, and realize what they should delete. This leads to the best possible return on information (ROI): the ability to gain better visibility and insight into unstructured data and to control, store, and protect citizen information.

SOLUTIONS

Enterprise Data Management Solutions

Carahsoft will provide the following Veritas Enterprise Data Management Solutions through the GSA Schedule at the following discount options.

Product Family	Description/Business Value
360 DATA MANAGEMENT	Veritas 360 Data Management offerings provide data visibility, compliance readiness, business continuity, data protection and recoverability, while maintaining data/workload portability and storage optimization All product SW/HW components are included *See Bundle Information on page
DATA INSIGHT	Veritas Data Insight helps organizations improve unstructured data governance to reduce costs, reduce risk, and achieve compliance through actionable intelligence into data ownership, usage, and access controls All product SW components
EDISCOVERY	From ECA and keywords to concepts and TAR, Veritas' eDiscovery Platform provides the ultimate analysis toolkit for isolating potentially relevant items, revealing context, and prioritizing what's most important 8100/8200 APPLIANCES, Collector SW all included
EV 247	EV 247 frees customers from the overheads of owning, running, or managing email and file archives by leveraging Microsoft Azure cloud platforms, powered by the world's leading archiving technology. This is a cloud platform, software archiving solution, and managed service all in one All product SW components, cloud storage, and management fees are included
INFOSCALE	Veritas InfoScale minimizes downtime by providing high availability and disaster recovery over any distance for your critical business services, including individual databases, custom applications, and complex multitier applications across physical and virtual environments All product SW components included

Enterprise Data Management Platform – Aggregate (Both Product & Services) Agency Spend with Initial Enterprise Support and Service Option from Below	Discount Level 1 >\$3M Annual Spend*	Discount Level 2 >\$8M Annual Spend*	Discount Level 3 >\$15M Annual Spend*
	2%	5%	10%

One of the following Veritas Consulting Services are strongly recommended with the purchase of each product family listed above. The Service Descriptions and recommended number of hours per family is listed below:

Service Option	Service Personnel	Service Description
1	Business Critical Services Assist (BCS) – Proactive Product Account Management	Business Critical Services (BCS) Assist. Provides a designated, accountable Business Critical Coordinator (BCC) to oversee, support delivery, and assist with case management and escalations during local business hours for rapid response, priority queuing, helps ensure preventable issues don't recur (through quarterly reporting), and that solutions and recommendations are documented for future reference.

2	Remote Product Specialist (RPS) - On- Call, Dedicated Specialist	Remote Product Specialists (RPS). Get your mission critical application up and running as quickly as possible in the event of an issue or an unplanned outage. Includes an assigned, advanced level product expert to personalize your support experience and ensure priority call queuing.
3	On-Site Business Critical Engineer (BCE) - On-Site Resource	A Business Critical Engineer (BCE). Optimizes the Veritas environment. The BCE can minimize downtime by identifying potential issues before they impact performance and help optimize solutions so that each product feature is used fully to maximize the value from your software investment

Recommended Minimum by Discount Level – Services Only

Aggregate Revenue for Agency	Services Discount Level	Recommended Service Options		
		BCS	RPS	BCE Consultant FTE = 2040 hrs
\$0 - \$8M	Discount Level 1 (2%)	1 / per product	1/ per product	500 Hours
\$8M - \$15M	Discount Level 2 (5%)	1 / per product	1 / per product	1,020 Hours
>\$15M	Discount Level 3 (10%)	2 / per product	2 / per product	2,040 Hours

SUPPORT SKUs for NetBackup

For any agency with NetBackup currently installed or with the initial purchase of NetBackup, premier services offerings are available through the following bundles on the Carahsoft GSA. Offered skus are inclusive of Netbackup licensing, estimated service hours below, and either a SW or HW based Netbackup appliance.

As a rule of thumb, Veritas and Carahsoft recommend the following estimates of service hours in support of our software installations. These estimates are based on Front End TB count of the backup environment:

- < 100TB – 80 hours
- 101-250TB – 120 hours
- 250-500TB – 180 hours
- > 500TB – 240 hours

Please note: the hours listed above are estimates. Each agency may require more or less hours depending on project scope. All service items are available to the government at the full GSA Schedule price.

Per Agency Aggregate Spend Detail

Aggregate discounts are calculated on a per agency basis. Agencies are eligible for additional discounts based on the following:

- Level 1 Discount Level is reached when parent agency reaches annual spend of \$3,000,000.00
- Level 2 Discount Level is reached when parent agency reaches annual spend of \$8,000,000.00
- Level 3 Discount Level is reached when parent agency reaches annual spend of \$15,000,000.00

Annual spend is calculated based on the total aggregate purchases made by any combination of sub agencies that fall underneath a parent agency in a 12 month period. The 12 month Period, or annual spend, is calculated based on the **Veritas Fiscal Year which begins on April 1st**. A full listing of eligible parent and sub agencies can be found in the Appendix.

The initial period of performance for all support/maintenance contracts that come with eligible Veritas Licenses purchased will be 12 months. In the event an ordering organization should require a custom or pro-rated period of performance, we will work with the agency on a per opportunity basis.



We are dedicated to providing the Enterprise Data Management solutions to all federal agencies regardless of agency size. The Veritas team welcomes the opportunity to support any ordering organization that may require less than 1,000 users and custom configurations may be discussed on a per opportunity basis.

Discounts cannot be combined with discounts offered on existing Blanket Purchase Agreements or contracts that an agency may have in place with Carahsoft or an authorized Veritas/Carahsoft reseller.

For the full pricelist table please use the following link:

https://www.carahsoft.com/application/files/4615/4418/8823/VERITAS_TC_TABLE.pdf

ATTACHMENT V – Approved IT Manufacturers

Approved IT Manufacturers:

Please reference GSA eLibrary:

<https://www.gsaelibrary.gsa.gov/ElibMain/contractorInfo.do?contractNumber=47QSWA18D008F&contractorName=CARAHSOFT+TECHNOLOGY+CORPORATION&executeQuery=YES>



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: August 31, 2023

Item Title: Approve Change Order #3 for the Industrial Boulevard Sewer Expansion Project.

Department: Engineering

Presented By: Kyle Brown

Item Attachments:

1. Change Order #3 - Attachment 1_rv1
2. Change order 3 attachment 2
3. Change Order No. 3 - Industrial Blvd Sewer Exp

Summary:

This is the third change order for the Industrial Blvd. Sewer Expansion Project.

Background Information:

This change order made to the contract documents is for an overall price decrease of \$29,8750.23. Deductions included adjustments to pay item numbers 7 and 22 that were never used, quantities for ductile iron pipe and C900 pipe prices, and a math error on change order 1. These deductions total \$44,675.20. Due to other changes and adjustments of valves, fire hydrants, and elevation manhole tops, an increase of \$14,800.00 is requested.

Financial Summary:

This change order consists of \$14,800.00 in additions and \$44,675.20 in deductions, making the total deduction \$29,875.20.

Staff Recommendation:

Staff recommends approval

Change Order Number 3 Attachment 1

1. Pay Item number 7 was never used resulting in a deduct of **\$4,695.00**.
2. Pay Item number 22 was never used resulting in a deduct of **\$35,000.00**.
3. Quantities for Ductile Iron Pipe and C900 pipe adjusted in previous bill making a deduct of **\$4,977.20**.
4. Due to changes and Items not disclosed by BJ's Wholesale changes and adjustment had to be made to valves, fire hydrants, and elevation of manholes tops having an increase total of \$14,800.00. (Attached is a breakdown of these expenses for this.)
5. Deduct of **\$3.00** from Change Order 1 due to math error.

This change order consists of \$14,800.00 additions and **\$44,675.20** deductions. Making a deduction of **\$29,875.20**

Change Order3 Attachment 2				
Manhole	Proposed RIM Elevation	Adjusted RIM Elevation	Difference	Price for adjustment
MH1-0	654.04	654.02	-0.02	\$ -
MH1-1	655.94	656.12	0.18	\$ 350.00
MH1-2	658.44	658.97	0.53	\$ 675.00
MH1-3	660.02	659.75	-0.27	\$ -
MH1-4	659.01	659.22	0.21	\$ 350.00
MH1-5	658.63	658.92	0.29	\$ 375.00
MH1-6	656.46	656.72	0.26	\$ 350.00
MH1-7	657.44	656.52	-0.92	\$ -
MH1-8	663.89	665.35	1.46	\$ 825.00
			Total	\$ 2,925.00
Fire Hydrant Barrel Extensions				
Qty	Change	Price each		Price for Adjustment
	3 24"	\$ 1,475.00		\$ 4,425.00
Moving of Fire Hydrant				
Qty	Change			Price
	1 5'1"			\$ 6,550.00
Valve Box Adjustments				
Qty	Raised to match new grade			
	5	\$ 180.00		\$ 900.00

CHANGE ORDER

Order No. Three (3)

Date: 5/31/2023

Agreement Date: September 26, 2022

NAME OF PROJECT: Industrial Boulevard Sewer Expansion

OWNER: City of La Vergne, Tennessee

CONTRACTOR: Isinguard Construction Group, Inc

The following changes are hereby made to the Contract Documents:

Change to Contract Price

Original Contract Price \$ 1,540,026.00

Current Contract Price adjusted by previous Change Order \$ 1,616,682.90

The Contract Price due to this Change Order will be

~~increased~~/decreased by: \$ 29,875.20

The new Contract Price including this Change Order will be \$ 1,586,807.70

Change to Contract Time

The Contract Time will be increased/decreased by -0- calendar days.

The date for completion of all work will be _____ (date).

Justification

Accepted by: David R. Eathorby 5/31/2023
(Contractor) (Date)

Recommended by: James H. Moore 8/11/23
(Engineer) (Date)

Ordered by: _____
(Owner) (Date)



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: August 31, 2023

Item Title: Approve Professional Services Agreement with Croft & Associates, LLC for Right-of-Way Acquisition Consulting Services for the Blair Road West Expansion Project.

Department: Engineering

Presented By: Gary Lide

Item Attachments: 1. PSA - ROW Acquisition Consultant - Blair West Extension

Summary:

This is a request for a motion to award a consulting services contract to Croft & Associates LLC for assisting the City with the right-of-way acquisition process for the Blair Road West Expansion project which is a Streets Capital Project.

Background Information:

This is a time and materials project with a ceiling of \$320,000. This money is a part of the approved 2023-2024 Streets Capital Projects Budget under the line item "Blair Road Extension (0.8 miles)." The City has worked on a similar project with Croft & Associates (sewer line extension) and the reviews on their performance from city personnel were positive.

Financial Summary:

The maximum cost is \$320,000.

Staff Recommendation:

Staff recommends approval.

City of La Vergne Tennessee
Professional Services Agreement

Section 1 - Scope

1.01 Overview

- A. Consultant shall provide, either through own or contracted forces, the scope of services defined in Exhibit "A" of this agreement related to the project described as **“Consulting Services for Right-of-Way Acquisition Services for the Blair Road Extension from Carothers Road to Waldron Road”**.

Section 2 - Compensation

2.01 Not to Exceed

- A. The total contract amount shall not exceed \$320,000.

2.02- Basis of Compensation

- A. Consultant shall be compensated for work performed on a lump sum fee basis per task, as shown in consultant's fee schedule, attached to this document as exhibit "B".
- B. Consultant shall be compensated for material expenses such as printing, travel, etc. as shown in the consultant's fee schedule, attached to this document as exhibit "B".
- C. Despite referencing the fee schedule no payment beyond the amount shown in Section 2.01.A will be authorized without an approved change order from the City.
- D. Consultant is responsible for all compensation to sub-contracted firms and individuals, according to the scope of services and fee schedules shown in exhibits "A" and "B" respectively.

2.03- Change Orders

- A. The not to exceed price may only be modified by a change order approved by the City.
- B. Change orders will only be considered after notification by the contractor that an increase in the cost ceiling will be required in such cases where the scope changes due to request by the city, project conditions, or significant variation from the needed services is encountered.
- C. Change order pricing will be calculated at the rates shown in Exhibit "B" fee schedule.
- D. Change orders will be negotiated by City staff and the Consultant to provide an equitable resolution consistent with the project intent.

- E. The City is not obligated to accept change orders and services provided outside the scope of the Contract and previously approved change orders will be done at risk to the Consultant.

Section 3 - Schedule

3.01- Schedule

- A. Consultant shall provide to the City a schedule of the services to be performed hereto attached as Exhibit "C"
- B. The Contract duration is for 300 calendar days
- C. Contract duration shall begin on the date that notice to proceed is issued by the City to the consultant
- D. The Contract duration and schedule may be modified by mutual agreement by both the City and Consultant if there no change in the contract amount. Agreement is to be documented with a change order signed by the City's project manager and an authorized employee of the Consultant.
- E. If the Contract duration and schedule change results in a change in the contract amount, Consultant must seek a change order pursuant to section 2.03.

3.02 - Notice to Proceed

- A. A Notice to Proceed will be issued by the City project manager after the contract is executed by both the City and the Consultant
- B. Services provided prior to the notice to proceed will be done at risk to the Consultant

Section 4 - Payment

4.01 - Invoices

- A. Consultant shall prepare and submit invoices to the City project manager on a monthly basis beginning on the first full calendar month after notice to proceed is issued, a copy will also be sent to the City finance department as well.
- C. Invoices will include the following:
 - 1. Project Name
 - 2. Name, address, contact number, and email for consultant
 - 3. Not to exceed amount, adjusted for change orders
 - 4. Cumulative paid
 - 5. Current Billing
 - 6. Percent complete per task as described in exhibit "B"
 - 7. Invoice date
 - 8. Signature block for Consultant project manager
 - 9. Signature block for City project manager
 - 10. One page work summary narrative that outlines progress, project needs, deliverables, schedule updates, and other relevant information

4.03- Payment

- A. City will pay approved invoices within thirty (30) days of receipt
- B. Invoices more than 30 days past due may have finance fee of 1% applied, fee must be included on new invoice documenting past due status, and fee will not count against the not to exceed amount shown in 2.01.A.
- C. Payment for services/materials rendered does not constitute complete acceptance of work performed, only acknowledgement that work was performed on the City's behalf
- D. If City fails to pay within sixty (60) days of invoice receipt the Consultant may suspend services until past due balances are paid
- E. Payment will not be subject to discount unless approved by both the City and the Consultant

4.04 Disputed Invoices

- A. If for any reason the City disputes an invoice, the City will notify the Consultant within fourteen (14) calendar days by email or letter stating the disputed items and amounts
- B. The City will pay non-disputed invoiced amounts in accordance with section 4.03

Section 5 - Consultants Responsibilities

5.01- Standard of Care

- A. Consultant will provide services in accordance with established precedent, procedure, and professional judgment in accordance with the standard of care and skill exercised by their profession
- B. Consultant will act in a professional manner while undertaking work upon the city's behalf
- C. Consultant will communicate frankly and honestly with City staff and elected officials
- D. Consultant will not hold the City responsible for the technical accuracy of Consultant deliverable, Consultant will correct deficiencies in technical accuracy without additional compensation

5.02- Work by Others

- A. Consultant will hold all sub-consultants, contractors, and manufacturers to the same standard to which they are held, and will be accountable for their conduct and deliverables

- B. Consultant may rely upon the services performed by others as ordinarily or customarily furnished, however this will not relieve the consultant of their responsibilities regarding technical accuracy and professional conduct

5.03- Compliance

- A. Consultant will comply with applicable local, state, and federal laws in regards to the performance of this Agreement
- B. Consultant will comply with any and all policies, procedures, and instructions from the City that are applicable to the consultants performance under this agreement to the extent that compliance does not violate the standard of care, any local, state, or federal law, and the standards of professional practice

Section 6- City's Responsibilities

6.01-Project Manager

- A. City will provide a project manager whom will act as the City's representative in regards to the Agreement. The project manager for this project will be the City Engineer.
- B. The City project manager will assist in scheduling required meetings with staff and elected officials
- C. The City project manager will review invoices, project submittals, and provide timely feedback
- D. The City project manager will work with the Consultant to arrange access necessary for the advancement of work, such as site visits, city databases, and records to which the city has existing arrangements to utilize

6.02- Information

- A. City will furnish any reasonably available information regarding the services provided in a timely manner when requested by the Consultant
- B. City will provide any policies, procedures, design requirements, or instructions necessary for the work in a timely manner

6.03- Compliance

- A. City will comply with applicable local, state, and federal laws and regulations

Section 7- Work Products

7.01- Deliverables

- A. Any study, report, plan, specification, design, map, or other project deliverable both in hard copy and digital formats shall be the property of the City
- B. The City may share as necessary any project deliverable as required by the Freedom of Information Act if requested through proper channels

- C. Consultant may re-use, duplicate, modify, or share work products upon completion unless the sharing of work products presents a security or safety hazard to the City

Section 8- Insurance

8.01- Requirements

- A. Consultant will maintain insurance coverage with the following minimum limits
 1. Commercial General Liability with standard ISO coverage, two million dollars (\$2,000,000) aggregate and one million dollars (\$1,000,000) per occurrence
 2. Automobile Liability Insurance with standard ISO coverage and combined single limits of one million dollars (\$1,000,000)
 3. Worker's Compensation Insurance with limits as required by statute and Employer's Liability insurance with limits of five hundred thousand dollars (\$500,000) per employee for bodily injury by accident, five hundred thousand dollars (\$500,000) per employee for bodily injury by disease, and five hundred thousand dollars (\$500,000) policy limit for disease
 4. Professional Liability Insurance covering consultants negligent acts, errors, or omissions in performance of professional services with available limits of two million dollars (\$2,000,000) per claim and annual aggregate

8.02- Proof of Coverage

- A. Consultant will provide certificate(s) of insurance attached to this Agreement as exhibit "D" showing policy limits as described in 8.01.A of this Agreement

8.03- Coverage of the City

- A. Consultant will have the City endorsed as an additional insured party to the Consultants commercial general liability policy, which shall be primary and noncontributory

Section 9- Indemnification

9.01- Consultant Obligation

- A. Consultant will, to the fullest extent permitted by law, indemnify and hold harmless the City, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by Consultants negligent act, error, or omission in their performance of professional services and the scope included in exhibit "A" of this agreement

Section 10- Termination and Suspension

10.01- Suspension

- A. The city may suspend the work specified in this Agreement for up to ninety (90) days upon providing 14 calendar day notice to the Consultant
- B. The Consultant may suspend work if the City fails to pay for invoiced services pursuant to section 4.03.D of this agreement

10.02- Termination for Cause

- A. Either the City or the Consultant may terminate the Agreement for cause with thirty (30) days written notice in the event of substantial failure by either party to perform in accordance with the terms of the Agreement through no fault of the terminating party
- B. The City may terminate the Agreement for cause with seven (7) days notice in the event that the Consultant has performed an illegal, unethical, or negligent act that significantly impacts the ability of the City and Consultant to continue work together in good faith

10.03- Termination for convenience

- A. The City may unilaterally terminate the Agreement with or without cause with thirty (30) days notice

10.04- Payment following termination

- A. Necessary work to demobilize, consolidate, summarize, or deliver project deliverables following termination may be invoiced to the City
- B. All work previously completed in accordance with the scope shown in exhibit "A" or under an approved change order may be invoiced and will be paid pursuant to section 4.03
- C. The final invoice following termination, hereinafter referred to as the "termination invoice" shall be provided no later than forty five (45) days following receipt of the termination notice by either party
- D. The termination invoice shall follow the rate schedule shown in exhibit "B"

Section 11- Controlling Law and Dispute Resolution

11.01- Remedies. In the event of any breach of this Agreement, the parties shall have all rights and remedies available under applicable law, whether at law or in equity, including without limitation the right to seek specific performance of the obligations under this Agreement, and the right to seek monetary damages. No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

11.02- Governing Law, Jurisdiction and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Tennessee, excluding its conflict of law principles. Any legal action or proceeding with respect to this Agreement shall be brought in either the Circuit or Chancery Court of Tennessee for Rutherford County at Murfreesboro and, by execution of this Agreement, each party irrevocably submits to and accepts the jurisdiction of these courts in any legal action or proceedings. Each party also irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any

legal action or proceedings brought in any such court and any claim that any action or proceeding brought in such a court has been brought in an inconvenient forum.

Section 12- Assignment, Bind Effect, Severability

12.01- Assignment

- A. Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent

12.01- Binding Effect

- A. City and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of both parties are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assignees) of such other party, in respect of all covenants, agreements, and obligations of this Agreement

12.02- Severability

- A. If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this agreement shall remain in full force and effect to the greatest extent possible and all remaining sections or provisions construed so that they are as consistent with both parties' intents as possible

Section 13- Force Majeure

14.01- Force Majeure

- A. Either party of this agreement shall be excused from any delays and/or failures in performance to the terms of this Agreement that arise from events beyond the reasonable control of either party, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, Unforeseen Governmental Action, Terrorism. Affected party will attempt to remedy to the extent possible said failures or delays and recommence under the terms of this agreement within a reasonable time of such remedy.

Section 14- Entire Agreement and Amendment

15.01- Entire Agreement

A. This Agreement and the exhibits named herein represent the entire agreement between the City and the Consultant and supersede all prior negotiations, understandings, or agreements

15.02- Amendment

A. Any amendment to this Agreement must be made in writing and signed by all parties prior to the performance of any terms or conditions contained in said amendment

The undersigned have duly executed and delivered this Agreement, and hereby declare that they have read, understand, and agree to each and every term, condition and covenant contained in this agreement and in any document incorporated by reference.

City of La Vergne

By: Jason Cole
Mayor

Croft & Associates

By: Dianna Khosa
Owner / President

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services includes but is not limited to:

- Meeting between the City and the Consultant.
- Initial development of subject files to include the subject's title data and any pertinent data found in public records.
- Include in each subject file any pertinent maps of the subdivision, subject and/or area, and subject pictures.
- The provided easement drawings and legal description will be reviewed for errors, and returned for corrections, if any. These items will be included in the subject file.
- Title opinion letter (30 year search), acquisition documents, and closing for *twenty-six (26) tracts.
- All acquisition documents will be created and presented to the City for approval.
- Market study with Nominal Payment Parcel (NPP) consideration and/or appraisals for *twenty-six (26) tracts.
- Quality Check (QC) of all appraisals, title opinion letters, and documents.
- Meeting with the City to review the market study and approve suggested valuation and approach (NPP or appraisal) of each tract. Spreadsheet will be provided with details.
- Development of an acquisition process between the City and the Consultant.
- Notifications, acquisition, and file package deliverables of *twenty-six (26) tracts.
- Review of City's procedures for condemnation process.
- Presentation of closing packet to be delivered to the City.
- Final project close-out with the City.

* Tracts identified on provided plans and exhibits from the City. Any additional tracts will require a change of scope.

EXHIBIT B

FEE SCHEDULE

An invoice will be provided for work performed on a deliverable basis.

The first invoice will be presented approximately 30 to 45 days after the signature and approval of the Professional Services Agreement (PSA) and Notice to Proceed. Each invoice thereafter will be presented monthly in accordance with Section 4 – Payment of the PSA.

The invoice will include fees for work completed as follows in accordance with Exhibit C and Section 3 – Schedule of the PSA.

Fees listed below are based on the twenty-six (26) tracts requiring acquisitions shown on the ROW Acquisition Table provided.

Only work completed will be billed*.

1. Consultations and procedure reviews	\$ 10,000.00
2. Market Study	\$ 6,000.00
3. Appraisals**	\$ 76,000.00
a. Nineteen (19) tracts at \$4,000 each	
4. Appraisals - Complex**	\$ 35,000.00
a. Seven (7) tracts at \$5,000 each	
5. Quality Check (QC) of Appraisals	\$ 13,000.00
6. Title and Closing Services	\$ 39,000.00
7. Notifications, Acquisition and file package deliverable	\$130,000.00
a. Twenty-Six (26) tracts at \$5,000 each	

Total	\$309,000.00
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*Total NOT TO EXCEED	\$320,000.00
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*Acquisition fees for tracts pulled off of will be invoiced partial for file preparation and in full if the tract has been distributed to land agent.

**Appraisal rates are based on the following assumptions: Market Study, 7 complex appraisals, and 19 non-complex appraisals. Appraisals will be billed based on the complexity of each tract as determined at the time of the on-site inspection.

Should the assumed quantities change, the City will be billed based on the actual appraisals provided, which may require a change order if complex appraisals exceed seven (7).

NPP's are included in the Market Study rate. Should NPP's be determined and approved by the City, billing will be reduced accordingly.

Additional fees may apply should eminent domain be utilized and trial preparations be necessary. Fees will be calculated on a case-by-case basis.

EXHIBIT C

TIME SCHEDULE

Deliverable	Estimated Duration from NTP
Appraisals	100 +/- days
QC Appraisal and Submit for Approval (Submitted as completed in batches)	30 +/- days
Consultation, Procedure Development, Title and File Preparation*	45 +/- days
Acquisition (Begins immediately after Appraisals or NPP is approved by the City)	170 +/- days
Closing and Recording of Easement	30 +/- days

*Work performed simultaneous to other deliverables.

The above time frames are subject to: inclement weather; obtaining all approved, requested, and/or corrected documents in a timely manner; maintaining a good line of communication between the City and Consultant for incidentals.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 2502 N Rocky Point Dr. Suite 400 Tampa, FL 33607 855 874-1270		CONTACT NAME: Select Commercial PHONE (A/C, No, Ext): 855 874-0777 E-MAIL ADDRESS: selectcommercial@usi.com FAX (A/C, No):	
INSURED Croft and Associates LLC 4711 Trousdale Dr, Ste 121 Nashville, TN 37220		INSURER(S) AFFORDING COVERAGE INSURER A : Sentinel Insurance Company Ltd. NAIC # 11000 INSURER B : Hartford Accident and Indemnity Co 22357 INSURER C : Underwriters at Lloyd's London L0032 INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		20SBABB1189	12/29/2022	12/29/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			20SBABB1189	12/29/2022	12/29/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			20SBABB1189	12/29/2022	12/29/2023	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	20WECAZ4AFF	07/30/2023	12/29/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional Liab			CSIB0028900	01/16/2023	01/16/2024	\$2,000,000 Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is considered an additional insured regarding the general liability per written contract with the insured.

CERTIFICATE HOLDER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: August 31, 2023

Item Title: First Reading - **Ordinance #2023-21** - An Ordinance to Amend the City of La Vergne Zoning Ordinance by Changing the Official Zoning Map for Tax Map 14, Parcel 72, Consisting of Approximately 9.33 Acres, Located at 31 Lillian Buchanan Drive, From a C-2 (Highway Service Commercial) Zoning District to a R-3 (High Density Residential) Zoning District. (Received a favorable recommendation from the Planning Commission on August 29, 2023.)

Department: Planning

Presented By: Bo Logan

Item Attachments:

1. Ordinance #2023-21
2. Multifamily Elevations
3. Retail Elevations

Summary:

This is an ordinance to rezone the property located at 31 Lillian Buchanan Drive from C-2 to R-3.

Background Information:

The applicant, DSG, Inc., is requesting to rezone approximately 9.33 acres from C-2 (Highway Service Commercial) to R-3 (High Density Residential). Per the applicant, the purpose of the rezoning is to be able to pursue the development of a multi-family development. There has been no formal plan offered at this time, but the applicant has offered a rezoning exhibit. Proposed elevations are also attached for the multi-family development and the future retail development on a neighboring property.

There is a mixture of zoning in the area including C-2, R-3 and R-2, but the area is

predominantly zoned C-2. The property that borders this site on the north is R-3 and to the south is C-2. There is also a large area of C-2 to either side of the property along Murfreesboro Road.

A public hearing will be held on September 5, 2023 at 6:30 p.m. for this item.

Financial Summary:

Revenues: The city could possibly receive additional impact fees and property taxes from any buildings that might be built on 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 #2023-21

AN ORDINANCE TO AMEND THE CITY OF LA VERGNE ZONING ORDINANCE BY CHANGING THE OFFICIAL ZONING MAP FOR TAX MAP 14, PARCEL 72, CONSISTING OF APPROXIMATELY 9.33 ACRES, LOCATED AT 31 LILLIAN BUCHANAN DRIVE, FROM A C-2 (HIGHWAY SERVICE COMMERCIAL) ZONING DISTRICT TO A R-3 (HIGH DENSITY RESIDENTIAL) ZONING DISTRICT.

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

WHEREAS, the City of La Vergne Planning Commission, on August 29, 2023, 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 14, Parcel 72 from a C-2 (Highway Service Commercial) Zoning District to a R-3 (High Density Residential) Zoning District. This property consists of approximately 9.33 acres and is owned by Richland South, LLC, who authorized the submittal of application #ZR-2023-03 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 Department is 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:

Bruce E. Richardson, 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-2023-03

(Assigned by the City Recorder)

Date Submitted: _____

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: Josh Hamby Phone #: 864-280-3770

Business: Woodhaven Development Group E-Mail: josh@woodhavendg.com

Address: 6000 Fairview Rd., Suite 1530 Best Way to Contact: email
(Mail, E-Mail, Phone)

City: Charlotte State: NC Zip: 27529

SECTION 2 - Property Information for the Rezoning Request

Tax Map	Parcel(s)	Current Zoning District	Requested Zoning District	# of Acres	Property Owner
014	07200	C-2	R-3	9.33	Richland South LLC

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

Project Name: Lillian Buchanan Dr. Multi-Family

Project Address: 31 Lillian Buchanan Dr.

Existing Land Use: Undeveloped

Proposed Land Use: Multi-family Residential

Total Acreage of Project / Rezoning: 9.33

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: Joshua L Hamby **Date:** 02/22/2023

**CITY OF LA VERGNE
PLAN REVIEW APPLICATION**

For Staff Use Only		
Project Name: _____	Date: _____	Fee: _____

**Please submit Application Forms in person to the
City of La Vergne Codes Building Front Desk/City Planner**

Project Name: Lillian Buchanan Dr. Multi-Family

Project Address: 31 Lillian Buchanan Dr.

Land Use Existing: Undeveloped

Land Use Proposed: Multi-family Residential

Existing Zoning District C-2 Highway Service

Tax Map(s) & Parcel Number(s): 014-072.00-000

Check one or more of the following:

- | | |
|---|--|
| ☐ Concept Plan for Major Subdivision | ☐ Site Plan |
| ☐ Preliminary Subdivision Plat for Major Subdivision | ☐ Variance* |
| ☐ Final Subdivision Plat for Minor Subdivision | ☐ Special Exception* |
| ☐ Final Subdivision Plat for Major Subdivision | ☐ Road or alley abandonment |
| ☐ Final Subdivision Plat for Condominium | |

*These requests require an additional application form.

*****NOTE: A letter explaining the proposal must accompany all requests.*****

Environmental Constraints on Site?

- | | |
|---|---|
| 1. Are there slopes of 12-20% or greater on site? | Yes ☐ No ☒ |
| 2. Is the development located in a local regulatory flood plain/zone? | Yes ☐ No ☒ |

Engineer/Designer (if applicable) Print Name Gary Franks

Address 1210 Progressive Dr., Suite 201 Zip Code 23320

Daytime Phone 757-908-2372 Fax _____ E-mail: gfranks@dsgva.com

Attorney (if applicable) Print Name _____

Address _____ Zip Code _____

Daytime Phone _____ Fax _____ E-mail _____

Certification Statement

I hereby certify that Richland South LLC is the owner of the property located at 31 Lillian Buchanan Dr. which is the subject of this application, and that I, Hoss Mousavi, in my capacity as President, am authorized to sign this application on behalf of the owner.

I understand that knowingly providing false information on this Application may result in any action taken heron being declared null and void. I further understand that pursuant to TCA 39-16-301 et seq., knowingly making a material false statement, or otherwise providing false information with the intent to mislead a public servant in the performance of his duty is punishable as a Class B misdemeanor.

[Signature]
Signature

Feb/21/2023
Date

Hoss Mousavi / president
Printed Name and Title

Note: A Certification Statement must be submitted with an application form requiring the owner's signature if the owner of the subject property is a corporation, limited liability company, partnership, association, trustee, etc., or if someone other than the owner signs the application. All Certification Statements **must** be notarized.

[Signature]
Notary Signature



2-21-23
Date

Contact PersonPrint Name Same as Engineer

Address _____ Zip Code _____

Daytime Phone _____ Fax _____ E-mail _____

The undersigned has read the application associated with the above listed review request and is familiar with the information submitted herewith. It is agreed and understood that the undersigned will be held responsible for its accuracy. The undersigned warrants their authority to bind the owner and to subject the property to restrictions and conditions that may be attached to the proposed development.

Applicant (if other than owner)Print Name Josh Hamby Signature _____Address 6000 Fairview Rd., Suite 1530 Charlotte NC Zip Code 28210Daytime Phone 864-280-3770**Owner(s)**Print Name Richland South LLC Signature Address 212 Overlook Circle # 207 Zip Code 37027Daytime Phone 615-566-3250

Print Name _____ Signature _____

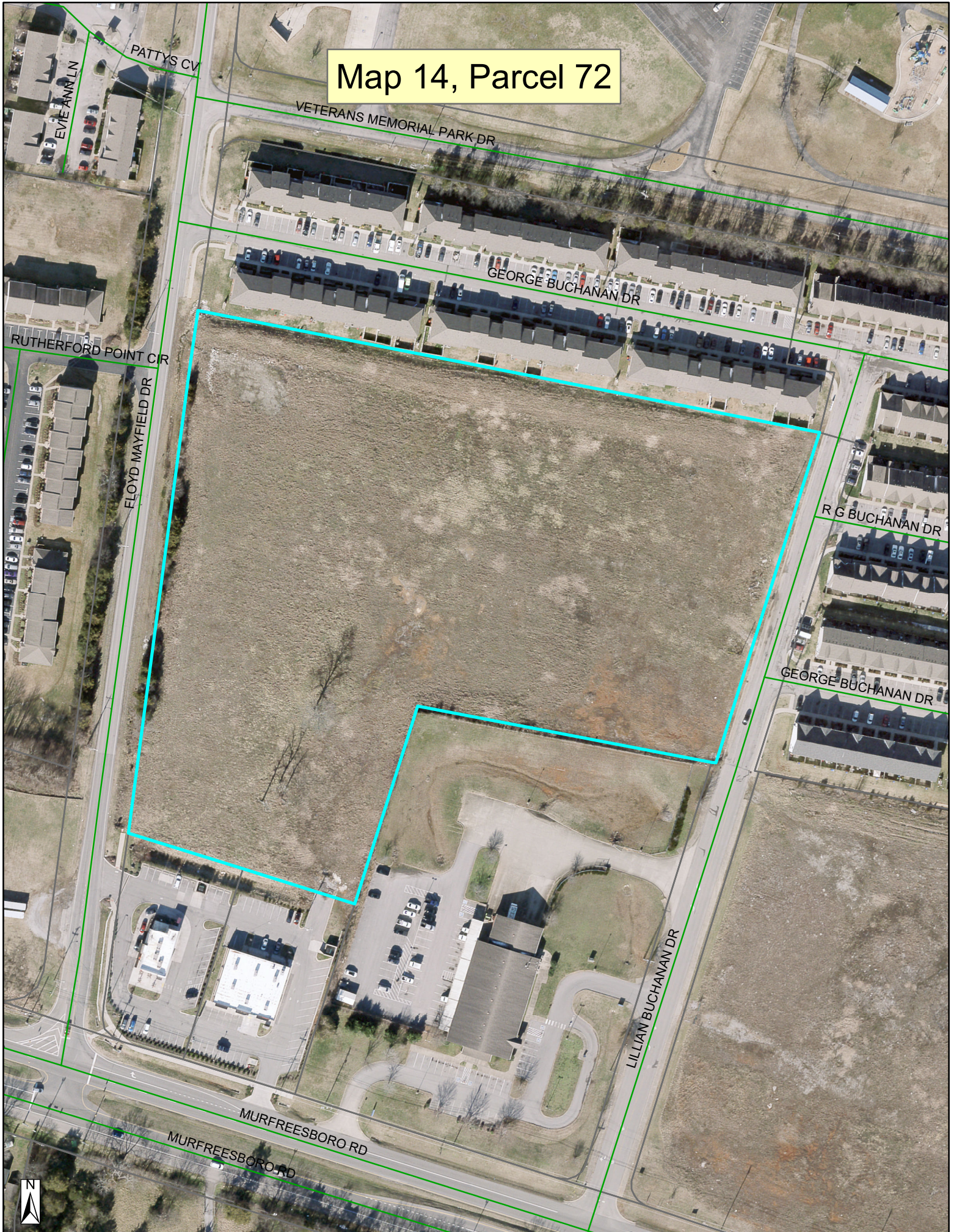
Address _____ Zip Code _____

Daytime Phone _____

City of La Vergne Planning Department
5175 Murfreesboro Road
La Vergne, TN 37086
Phone: 615-287-8702 Fax: 615-213-8692

Revised 8/18/10

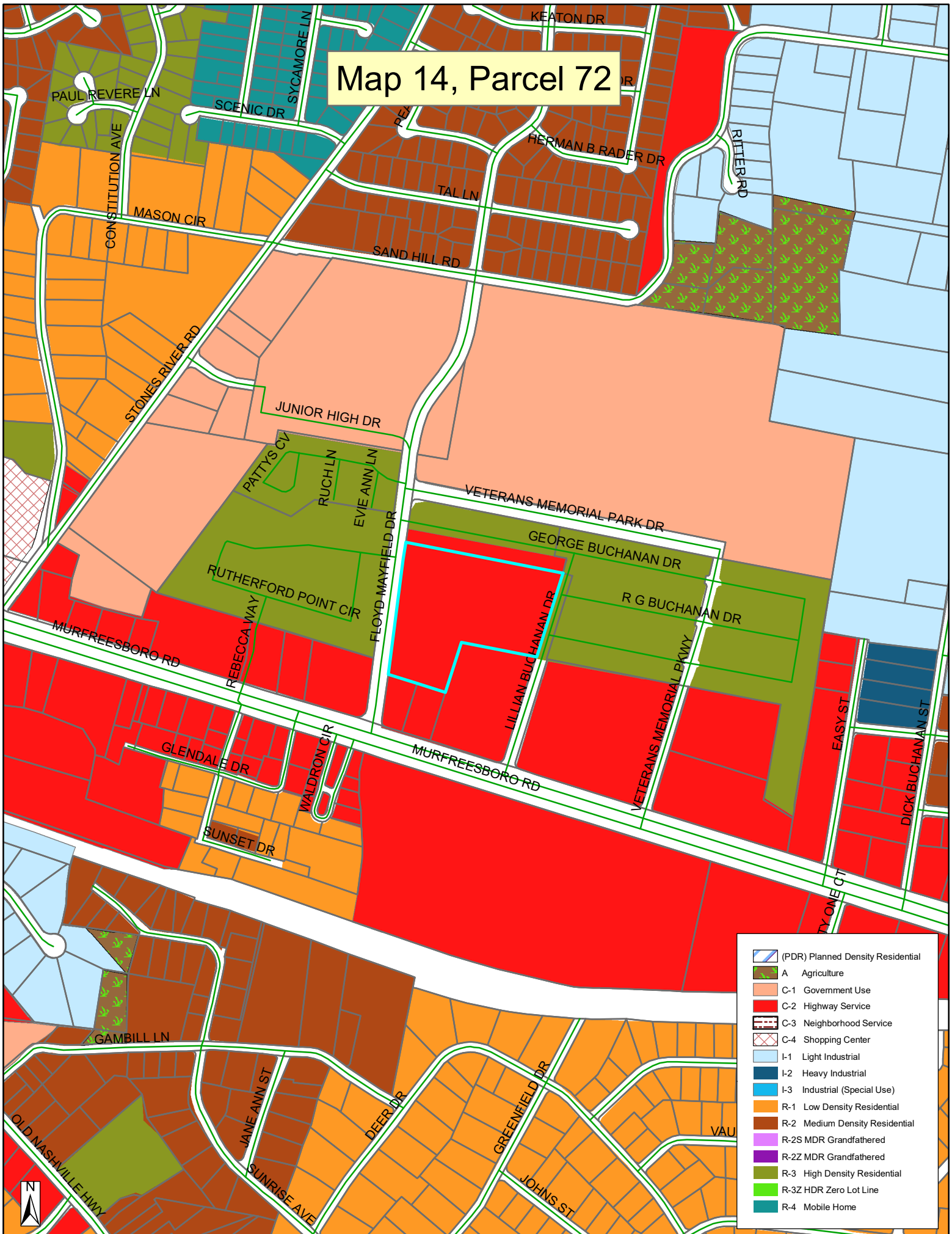
Map 14, Parcel 72



Map 14, Parcel 72



Map 14, Parcel 72





Adjacent Property Information				
Property Address	Parcel #	Zoning	Owner	Owner's Address
N/A	07204	C-2	Richland South LLC	749 Duncan Ct. Brentwood, TN 37027
5309 Murfreesboro Rd.	07205	C-2	United States Postal Service	1735 N. Brown Rd. (STE 200) Lawrenceville, GA
5295 Murfreesboro Rd.	07207	C-2	Richland South LLC	749 Duncan Ct. Brentwood, TN 37027
5285 Murfreesboro Rd.	07208	C-2	Richland South LLC	749 Duncan Ct. Brentwood, TN 37027
101 Floyd Mayfield Dr.	00400	C-2	Shreibman Amnon Etux Ruth	PO Box 177 La Verne, TN 37086
1 Rutherford Point Cir.	00200	R-3	Highmark Rutherford Pointe LLP	1222 16th Ave. S (STE 300) Nashville, TN 37212
George Buchanan Dr.	07206	R-3	N/A	N/A
George Buchanan Dr.	07203	R-3	N/A	N/A

REV.	DESCRIPTION	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

DESIGNED BY: GF
DRAWN BY: GF
REVIEWED BY:



PROJECT NAME/LOCATION ID	MURFREESBORO RD.
SHEET TITLE	REZONING EXHIBIT
PROJECT LOCATION	5309 MURFREESBORO RD. LA VERNE, TN
PROJECT ID	

EX-1

CONCEPT PLAN



BUILDING A

SV



① REAR ELEVATION
1/16" = 1'-0"



SV DESIGN



PERSPECTIVE

SV

18002





La Vergne Proposed Elevations for Zoning

Overall Site
08.15.2023
plf arch Proj. # 2367





Outparcel #1



Outparcel #2



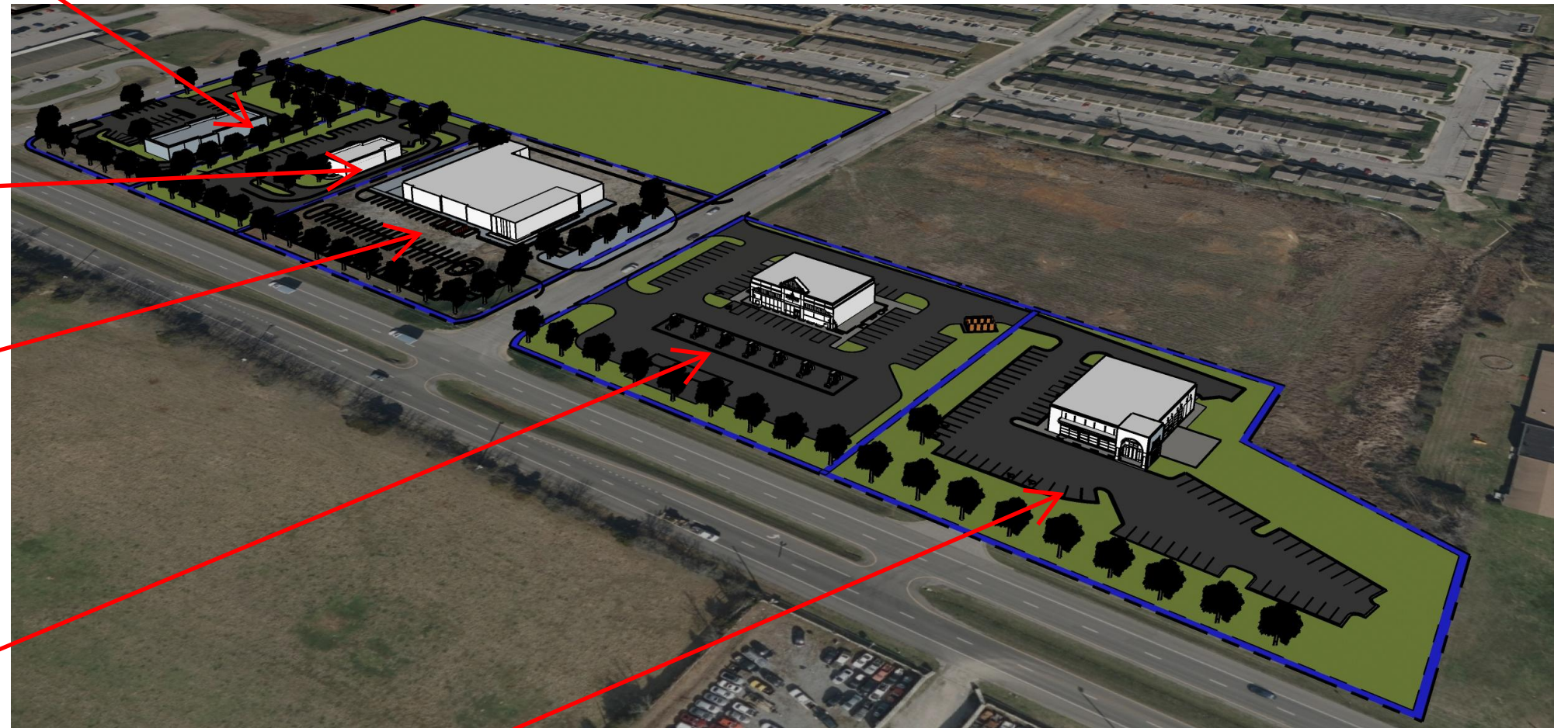
Outparcel #3



Outparcel #4



Outparcel #5



La Vergne Proposed Elevations for Zoning

Overall Site
08.15.2023
plf arch Proj. # 2367





Outparcel #1



Outparcel #2



Outparcel #3



Outparcel #4



Outparcel #5



La Vergne Proposed Elevations for Zoning

Overall Site
08. 15.2023
plf arch Proj. # 2367





AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: August 31, 2023

Item Title: First Reading - **Ordinance #2023-22** - An Ordinance to Amend the Fiscal Year 2022-2023 General Fund Budget.

Department: Finance

Presented By: Tonya Williams

Item Attachments: 1. Ordinance #2023-22

Summary:

This is an ordinance to amend the Fiscal Year 2022-2023 General Fund Budget.

Background Information:

This is a final adjusting budget amendment for the FY 2022-2023 General Fund Budget for departments that went over their line item budgets. These departments include Judicial, City Administrator, City Recorder, Information Technology, Fleet and Recreation.

Financial Summary:

The total budget amendment will move \$256,000 from fund balance to these departments.

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-22

AN ORDINANCE TO AMEND THE FISCAL YEAR 2022-2023 GENERAL FUND BUDGET.

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

The 2022-2023 Budget is hereby amended for the **General Fund** by providing for:

Increased Expenditures for account number:

110-41200-252	Judicial - Legal Services	\$	15,000
110-41340-111	City Administrator - Salaries	\$	16,500
110-41510-259	City Recorder - Other Prof. Services	\$	5,700
110-41510-231	City Recorder - Pub. of Legal Notices	\$	1,400
110-41680-245	IT - Telephone and Cell Phones	\$	31,000
110-41680-312	IT - Small Items of Equipment	\$	36,000
110-41680-346	IT - Communication Maintenance	\$	18,000
110-43170-273	Fleet - Parks	\$	3,000
110-43170-274	Fleet - Police	\$	33,000
110-43170-275	Fleet - Streets	\$	23,500
110-43170-308	Fleet - Fire	\$	27,000
110-44400-242	Recreation - Water	\$	8,000
110-44400-324	Recreation - Household and Janitorial	\$	2,500
110-44400-326	Recreation - Clothing and Uniforms	\$	4,500
110-44400-939	Recreation - Other Improvements	\$	30,900

Decrease Fund Balance:

110-37840	Transfer from Fund Balance	\$	256,000
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**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:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: August 31, 2023

Item Title: First Reading - **Ordinance #2023-23** - An Ordinance to Amend Title 14, Chapter 3 of the La Vergne Municipal Code Regarding Grading, Soil Erosion and Sedimentation Control and Title 14, Chapter 6 of the La Vergne Municipal Code Regarding the Stormwater Management Ordinance.

Department: Engineering

Presented By: Gary Lide

Item Attachments:

1. Ordinance #2023-23
2. Stormwater Board Presentation

Summary:

This ordinance will delete Title 14, Chapter 3 in its entirety and adopt a revised Title 14, Chapter 6 which incorporates updated content of both chapters and includes updated State requirements for water quality from the Small Municipal Separate Storm Sewer System (MS4) Permit dated 01 September 2023. This was reviewed by the Stormwater Advisory Board on 07 August 2023 and recommended for approval by a vote of 3-0 with one abstention.

Background Information:

1. The State MS4 permit referenced above provides the following requirement in Section 4.1.1:
All updates to the legal authority required by changes to this permit shall be fully implemented and adopted (as applicable) as soon as possible in conjunction with the permanent stormwater authority (not to exceed 24 months from the Effective Date on the Notice of Coverage)
2. Chapter 3 presently is redundant in many areas with the Chapter 6 and in some places the documents are at variance with each other. Examples

include:

- The Land Disturbance Permit process is listed in both sections which is redundant
 - The water quality requirements are listed in both sections and are at variance with each other which causes confusion
3. A consultant (CEC, Inc.) was hired and developed the draft of the document which was then reviewed and revised by City Staff including Kyle Brown, Juliet Williams, Alex Thompson, and Gary Lide.

Financial Summary:

N/A

Staff Recommendation:

Staff recommends approval.

ORDINANCE #2023-23

AN ORDINANCE TO AMEND TITLE 14, CHAPTER 3 OF THE LA VERGNE MUNICIPAL CODE REGARDING GRADING, SOIL EROSION AND SEDEMENTATION CONTROL AND TITLE 14, CHAPTER 6 OF THE LA VERGNE MUNICIPAL CODE REGARDING THE STORMWATER MANAGEMENT ORDINANCE.

BE IT ORDAINED by the Board of Mayor and Aldermen of the City of La Vergne, Tennessee that:

SECTION I. Title 14, Chapter 3 of the La Vergne Municipal Code is hereby deleted in its entirety.

SECTION II. Title 14, Chapter 6 of the La Vergne Municipal Code is hereby amended to read as follows:

CHAPTER 6

STORMWATER MANAGEMENT ORDINANCE

SECTION

- 14-601. General provisions.
- 14-602. Definitions.
- 14-603. Stormwater system design: construction and permanent stormwater management; performance standards.
- 14-604. Land disturbance permits.
- 14-605. Permanent stormwater management: operation, maintenance, and inspection.
- 14-606. Existing locations and ongoing developments.
- 14-607. Inspections.
- 14-608. Illicit discharges.
- 14-609. Enforcement.
- 14-610. Penalties.
- 14-611. Appeals.
- 14-612. Severability.

14-601. General provisions. (1) Title. This chapter shall be known as the "Stormwater Management Ordinance" for the City of La Vergne, Tennessee.

(2) Applicability and jurisdiction. The stormwater management ordinance shall govern all properties within the limits of the City of La Vergne, Tennessee.

(3) Purpose. It is the purpose of this ordinance to:

(a) Protect, maintain, and enhance the environment of the City of

La Vergne and the public health, safety, and the general welfare of the citizens of the city, by controlling discharges of pollutants to the stormwater system and to maintain and improve the quality of the receiving waters into which the stormwater outfalls flow, including, without limitation, lakes, rivers, streams, ponds, wetlands, and groundwater of the city.

(b) Enable the City of La Vergne to comply with the National Pollution Discharge Elimination System permit (NPDES) and applicable regulations, 40 C.F.R. § 122.26 for stormwater discharges.

(c) Allow the City of La Vergne to exercise the powers granted in Tennessee Code Annotated, § 68-221-1105 or as amended by the State of Tennessee, which provides that, among other powers cities have with respect to stormwater facilities, is the power by ordinance or resolution to:

(i) Exercise general regulation over the planning, location, construction, and operation and maintenance of stormwater facilities in the city, whether or not owned and operated by the city;

(ii) Adopt any rules and regulations deemed necessary to accomplish the purposes of this statute, including the adoption of a system of fees for services and permits;

(iii) Establish standards to regulate the quantity of stormwater discharged and to regulate stormwater contaminants as may be necessary to protect water quality;

(iv) Review and approve plans and plats for stormwater management in proposed subdivisions or commercial developments;

(v) Suspend or revoke permits when it is determined that the permittee has violated any applicable ordinance, resolution, or condition of the permit;

(vi) Regulate and prohibit discharges into stormwater facilities of sanitary, industrial, or commercial sewage or waters that have otherwise been contaminated; and

(vii) Expend funds to remediate or mitigate the detrimental effects of contaminated land or other sources of stormwater contamination, where public or private.

(4) Authority. (a) The City of La Vergne shall have right-of-entry upon the property subject to this ordinance and any permit or document issued hereunder. The City of La Vergne shall be provided ready access to all parts of the premises for the purposes of inspection, monitoring, sampling, inventory, records examination and copying, and the performance of any other duties necessary to determine compliance with this ordinance.

(b) Where a property, site or facility has security measures in place that require proper identification and clearance before entry into its premises, the owner or occupier shall make necessary arrangements with its security personnel so that, upon presentation of suitable identification, the City of La Vergne will be permitted to enter without delay for the purposes of performing specific responsibilities.

(c) The City of La Vergne shall have the right to operate and maintain on the person's property such devices as are necessary to conduct sampling and metering of the owner or occupier's stormwater operations or discharges.

(d) Any temporary or permanent obstruction to safe and easy access to the areas to be inspected and/or monitored shall be removed promptly by the owner or occupier at the written or verbal request of the City of La Vergne. The costs of clearing such access shall be borne by the person.

(e) The City of La Vergne may reserve the right to determine and impose inspection schedules necessary to enforce the provisions of this ordinance.

(5) Duty to provide information. (a) The owner/operator shall furnish to the City of La Vergne any information that is requested to determine compliance with this ordinance or other information.

(6) Exemptions. The following activities are exempt from the provisions of this chapter and requirements of providing stormwater management:

(a) Agricultural land management activities;

(b) Any emergency activity that is immediately necessary for the protection of life, property, or natural resources; and

(c) Developments that do not disturb more than one (1) acre of land. This exception does not apply to sites that disturb less than one (1) acre but are part of a common plan of development or sale that comprises of at least one (1) acre of cumulative land disturbance. This exemption does not apply to any discharge of sediment or other form of water pollution that may leave a small site, or if in the discretion of the City of La Vergne, the land disturbance activity poses a threat to water, public health, or safety.

(7) Savings provision. This ordinance shall not be construed as altering, modifying, vacating, or nullifying any rights of obligations obtained by any person, firm or corporation through approval of a preliminary plat by the City of La Vergne Planning Commission or through the approval of any land disturbance permit or any other lawful action of the city prior to the adoption of this ordinance.

14-602. Definitions. For the purpose of this ordinance, the following definitions shall apply: Words used in the singular shall include the plural, and the plural shall include the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined in this section shall be construed to have the meaning given by common and ordinary use.

(1) "Agricultural land management activities." The practice of cultivating the soil, producing crops, and raising livestock for the preparation and marketing of the resulting products.

(2) "As-built drawing." See record drawing.

(3) "Best Management Practices (BMPs)." Schedules of activities, prohibitions of practices, maintenance procedures, structural and non-structural practices, and other management practices to prevent or reduce the discharge of pollutants to waters of the state. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage, leaks, sludge or waste disposal, or drainage from raw material storage. BMPs include source control practices (non-structural BMPs) and engineered structures designed to treat runoff.

(4) "Buffer" see Water Quality Riparian Buffer

(5) "Building permit." A general permit issued authorizing any owner,

authorized agent, or contractor to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to perform any or to cause any such work to be done.

(6) “City Inspector.” Means a person that has successfully completed (has a valid certification from) the “Fundamentals of Erosion Prevention and Sediment Control Level I” course:

(a) This person performs inspections on behalf of the city to check compliance with the city’s requirements and performs enforcement activities.

(b) This person does not do the functions of an “Inspector” defined herein.

(7) “Clearing.” Refers to removal of vegetation and disturbance of soil prior to grading or excavation in anticipation of construction activities. Clearing may also refer to wide area land disturbance in anticipation of non-construction activities. Clearing, grading, and excavation do not refer to clearing of vegetation along existing or new roadways, highways, dams or power lines for sight distance or other maintenance and/or safety concerns, or cold planing, milling, and/or removal of concrete and/or bituminous asphalt roadway pavement surfaces. The clearing of land for agricultural purposes is exempt from federal stormwater NPDES permitting in accordance with Section 401(1)(1) of the 1987 Water Quality Act and state stormwater NPDES permitting in accordance with the Tennessee Water Quality Control Act of 1977 (T.C.A. 69-3-101 et seq.).

(8) “Common plan of development or sale.” Broadly defined as any announcement or documentation (including a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, computer design) or physical demarcation (including boundary signs, lot stakes, surveyor markings) indicating construction activities may occur on a specific plot. A common plan of development or sale identifies a situation in which multiple areas of disturbance are occurring on contiguous areas. This applies because the activities may take place at different times, on different schedules, by different operators.

(9) “Construction Site Operator.” Means any person associated with a construction project that meets either of the following two criteria:

(a) This person has operational or design control over construction plans and specifications, including the ability to make modifications to those plans and specifications. This person is typically the owner or developer of the project or a portion of the project and is considered the primary permittee.

(b) This person has day-to-day operational control of those activities at a project which are necessary to implement compliance with a SWPPP for the site or other permit conditions. This person is typically a contractor or a commercial builder who is hired by the primary permittee and is considered a secondary permittee.

It is anticipated that at different phases of a construction project, different types of parties may satisfy the definition of the “construction site operator.”

(10) “Control Measure.” Refers to any Best Management Practice (BMP) or other method used to prevent or reduce the discharge of pollutants to waters of the state.

(11) “Critical Service Road.” Any road or street which serves as a primary egress route for 150 or more residential units, 150,000 SF or more of office building space, 40,000 SF or more of retail building space, or 300,000 SF or more of industrial

building space. Or any combination of the above which adds up to 1500 trips per day (TPD) calculated as follows: 10 TPD per residential unit; 10 TPD per 1,000 SF office space; 38 TPD per 1,000 SF retail space; and 5 TPD per 1,000 SF industrial space.

(12) "CWA or The Act." Means Clean Water Act of 1972, amended in 1977 or the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.).

(13) "Design storm" is the estimated design rainfall amounts, for any return period interval (i.e., 1-yr, 2-yr, 5-yr, 25-yr, etc.) in terms of either 24-hour depths, or intensities for any duration, as defined by Precipitation-Frequency Atlas of the United States. Atlas 14. Volume 2. Version 3.0 U.S. Department of Commerce National Oceanic and Atmospheric Administration (NOAA), National Weather Service, Hydrometeorological Design Studies Center, Silver Springs, Maryland or its digital product equivalent.

(14) "Director." Means the director, or authorized representative, of the Division of Water Resources of the State of Tennessee Department of Environment & Conservation.

(15) "Discharge" or "Discharge of a Pollutant." Refers to the addition of pollutants to waters from a source.

(16) "Discharge of stormwater associated with construction activity." Refers to stormwater point source discharges from areas where soil disturbing activities (e.g., clearing, grading, excavation), or construction materials or equipment storage or maintenance (e.g., earth fill piles, fueling, waste material) are located.

(17) "Disturbed area." Means the total area presented as part of the development (and/or of a larger common plan of development) subject to being cleared, graded, or excavated during the life of the development. The area cannot be limited to only the portion of the total area that the site-wide owner/developer initially disturbs through the process of various land clearing activities or in the construction of roadways, sewers and water utilities, stormwater drainage structures, etc., to make the property marketable.

(18) "Division." Means the Division of Water Resources of the State of Tennessee Department of Environment and Conservation.

(19) "Easement." An acquired privilege or right of use or enjoyment that a person, party, firm, corporation, City of La Vergne or other legal entity has in the land of another.

(20) "Enforcement Response Plan (ERP)." Is a set of procedures which present the permittee's potential responses to violations and address repeat violations through progressive enforcement as needed to achieve compliance. These enforcement responses should be commensurate with the nature of the violation and must include enforcement responses progressing up to the maximum civil and criminal penalties as described in T.C.A. 69-3-101, et seq. The enforcement response procedures or methods must address all violations of prohibitions and requirements applicable to this permit that are contained in the permittee's statutes, codes or other control mechanisms as well as other violations of the permit. The enforcement response procedures or methods documentation must be referenced by or included in the permittee's statutes, codes or other control mechanisms. The enforcement responses may include actions such as written notices, citations with administrative penalties, stop work orders, withholding of plans approvals or other authorizations, or any other administrative judicial action.

(21) "Erosion." The removal of soil particles by the action of water, wind, ice, or other geological agents, whether naturally occurring or acting in conjunction with or promoted by anthropogenic activities or effects.

(22) "Erosion prevention and sediment control plan." A written plan (including drawings or other graphic representations) that is designed to minimize the accelerated erosion and sediment runoff at a site during construction activities.

(23) "Exceptional Tennessee Waters." Surface waters designated by the Division as having the characteristics set forth in Tennessee Rules, Chapter 0400-40-03-.06(4). Characteristics include waters within parks or refuges, scenic rivers, waters with threatened or endangered species, waters that provide specialized recreational opportunities, waters within areas designated as lands unsuitable for mining, waters with naturally reproducing trout, waters with exceptional biological diversity and other waters with outstanding ecological or recreational value.

(24) "Illicit connections." means any man-made conveyance connecting an illicit discharge directly to a municipal separate storm sewer.

(25) "Illicit discharge." is defined in 40 CFR § 122.26(b)(2) and refers to any discharge to a municipal separate storm sewer that is not entirely composed of stormwater, except discharges authorized under an NPDES permit (other than the NPDES permit for discharges from the MS4) and discharges resulting from firefighting activities.

(26) "Improved Sinkhole." A natural surface depression that has been altered in order to direct fluids into the hole opening. Improved sinkhole is a type of injection Well regulated under the Underground Injection Control (UIC) program. Underground injection constitutes an intentional disposal of waste waters in natural depressions, open fractures, and crevices, such as those commonly associated with weathering of limestone.

(27) "Inspector." A person with one of the following qualifications:

(a) a valid certification for the "Fundamentals of Erosion Prevention and Sediment Control Level I" course,

(b) a licensed professional engineer or landscape architect,

(c) a Certified Professional in Erosion and Sediment Control (CPESC),

or

(d) successfully completed the "Level II Design Principles for Erosion Prevention and Sediment Control for Construction Sites" course.

An inspector performs and documents the required inspections, paying particular attention to time-sensitive permit requirements such as stabilization and maintenance activities. An inspector may also have the following responsibilities:

(a) Oversee the requirements of other construction-related permits, such as an Aquatic Resources Alteration Permit (ARAP) or Corps of Engineers permit for construction activities in or around waters of the state.

(b) Update field SWPPPs.

(c) Conduct pre-construction inspection to verify that undisturbed areas have been properly marked and initial measures have been installed.

(d) Inform the permit holder of activities that may be necessary to gain or remain in compliance with the Tennessee Department of Environment and Conservation (TDEC) Construction General Permit (CGP) and other

environmental permits.

(28) "Linear project." A land disturbing activity as conducted by an underground/overhead utility or highway department, including, but not limited to, any cable line or wire for the transmission of electrical energy; any conveyance pipeline for transportation of gaseous or liquid substance; any cable line or wire for communications; or any other energy resource transmission ROW or utility infrastructure, e.g., roads and highways. Activities include the construction and installation of these utilities within a corridor. Linear project activities also include the construction of access roads, staging areas and borrow/spoil sites associated with the linear project. Land disturbance specific to the development of residential and commercial subdivisions or high-rise structures is not considered a linear project.

(29) "Land disturbing activity." Any activity on property that results in a change in the existing soil cover (both vegetative and non-vegetative) and/or the existing soil topography. Land-disturbing activities include, but are not limited to, development, re-development, demolition, construction, reconstruction, clearing, grading, filling, and excavation.

(30) "Maintenance." Any activity that is necessary to keep a stormwater facility in good working order so as to function as designed. Maintenance shall include complete reconstruction of a stormwater facility if reconstruction is needed in order to restore the facility to its original operational design parameters. Maintenance shall also include the correction of any problem on the site property that may directly impair the functions of the stormwater facility.

(31) "Maintenance agreement." A document recorded in the land records that acts as a property deed restriction, and which provides for long-term maintenance of stormwater control measures.

(32) "Monitoring." Refers to tracking or measuring activities, progress, results, etc., and can refer to non-analytical monitoring for pollutants by means other than 40 CFR § 136 (and other than state- or federally established protocols in the case of biological monitoring and assessments), such as visually or by qualitative tools that provide comparative values or rough estimates.

(33) "Municipal Separate Storm Sewer System (MS4)." Defined in 40 CFR § 122.26(b)(8) to mean a conveyance or system of conveyances (e.g., roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) that are:

- (a) owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribal organization or an authorized Indian tribal organization, or a designated and approved management agency under section 208 of the CWA that discharges to waters of the United States;
- (b) designed or used for collecting or conveying stormwater;
- (c) not a combined sewer; and
- (d) not part of a Publicly Owned Treatment Works (POTW) as defined at 40 CFR § 122.2.

(34) "Notice of Intent or NOI." Intent to be covered by the Construction General Permit

(35) "Operator." Any person who owns, leases, operates, controls, or supervises a source.

(36) "Ordinary high-water mark or top of bank." The line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas. Both of these terms are of a highly technical nature and the division realizes that, in practice, a certain degree of best professional judgement will be used to establish buffer boundaries.

(37) "Peak flow." The maximum instantaneous rate of flow of water at a particular point resulting from a storm event.

(38) "Permanent Stabilization." All soil disturbing activities at the site have been completed and one of the three following criteria is met:

(a) A perennial, preferably native, vegetative cover with a uniform (i.e., evenly distributed, without large bare areas) density of at least 70 percent has been established on all unpaved areas and areas not covered by permanent structures, and all slopes and channels have been permanently stabilized against erosion.

(b) Equivalent permanent stabilization measures such as the use of riprap; permanent geotextiles; hardened surface materials including concrete, asphalt, gabion baskets or Reno mattresses have been employed.

(c) For construction projects on land used for agricultural or silvicultural purposes, permanent stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural or silvicultural use.

(39) "Person." Any and all persons, natural or artificial, including any individual, firm or association and any municipal or private corporation organized or existing under the laws of this or any other state or country.

(40) "Point Source or Outfall." Means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include introduction of pollutants from non-point source agricultural or silvicultural activities, including stormwater runoff from orchards, cultivated crops, pastures, range lands, forest lands or return flows from irrigated agriculture or agricultural stormwater runoff. In short, outfall is a point where runoff leaves the site as a concentrated flow in a discrete conveyance.

(41) "Priority area." An area where land use or activities generate highly contaminated runoff, with concentrations of pollutants in excess of those typically found in stormwater.

(42) "Priority construction activity." Shall be at a minimum, those construction activities discharging directly into, or immediately upstream of, waters of the state recognized as unavailable parameters for siltation or Exceptional Tennessee Waters.

(43) "Record drawings" Means drawings depicting conditions as they were actually constructed.

(44) "Redevelopment." Means the alteration of developed land that disturbs one

acre or more, or less than an acre if part of a larger common plan of development.

(45) "Registered Engineer" and "Registered Landscape Architect" An engineer or landscape architect certified and registered by the State Board of Architectural and Engineer Examiners pursuant to Section 62-202, Tennessee Code Annotated, to practice in Tennessee.

(46) "Runoff." Means that portion of the precipitation on a drainage area that is discharged from the area into the municipal separate stormwater system.

(47) "Sediment." Solid material, both inorganic (mineral) and organic, that is in suspension, is being transported, or has been moved from its site of origin by wind, water, gravity, or ice as a product of erosion.

(48) "Sediment basin." A temporary best management practice consisting of an embankment constructed across a wet weather conveyance, an excavation that creates a basin or by a combination of both.

(49) "Sedimentation." Means the action or process of forming or depositing sediment.

(50) "Significant Contributor." Defined as a source of pollutants where the volume, concentration, or mass of a pollutant in a stormwater discharge can cause or threaten to cause pollution, contamination, or nuisance that adversely impact human health or the environment and cause or contribute to a violation of any applicable water quality standards for receiving water.

(51) "Sinkhole". means a depression or cavity in the ground providing a route for surface water to flow subsurface.

(52) "Steep slope." Means a natural or created slope of 35% grade or greater. Designers of sites with steep slopes must pay attention to stormwater management in the SWPPP to engineer runoff around or over a steep slope so as not to erode the slope. In addition, site managers should focus on erosion prevention of the slopes and stabilize the slopes as soon as practicable to prevent slope failure or sediment discharges from the project.

(53) "Stormwater." Means rainfall runoff, snow melt runoff, and surface runoff and drainage.

(54) "Stormwater Appeals and Advisory Board." The body which has been delegated the authority by the Board of Mayor and Alderman of the City of La Vergne to hear appeals concerning decisions made by the city administrator or his designee as to the interpretation of the meaning of this code.

(55) "Stormwater Control Measures (SCMs)." Permanent practices and measures designed to reduce the discharge of pollutants from new development projects or redevelopment projects.

(56) "Stormwater discharge-related activities." Means activities that cause, contribute to or result in point source stormwater pollutant discharges. These activities may include excavation, site development, grading and other surface disturbance activities; and activities to control stormwater including the siting, construction and operation of best management practices (BMPs).

(57) "Stormwater management facilities." The drainage structures, conduits, ditches and all device appurtenances by means of which stormwater is collected, transported, pumped, treated or disposed of.

(58) "Stormwater management plan." A written compilation of the elements of

the Stormwater Management Program. It is considered a single document, even though it actually consists of separate, stand-alone components.

(59) “Stormwater Management Program.” A comprehensive program to manage the quality of stormwater discharged from the municipal separate storm sewer system.

(60) “Stormwater Pollution Prevention Plan (SWPPP)” A written site-specific plan required that includes a narrative pollution prevention plan and graphical erosion and sediment control plan. In its basic form, the plan contains a site map, a description of construction activities that could introduce pollutants to stormwater runoff, a description of measures or practices to control these pollutants, and erosion and sediment control plans and specifications. It must be prepared and submitted before construction begins. In order to effectively reduce erosion and sedimentation impacts, Best Management Practices (BMPs) must be designed, installed, and maintained during land disturbing activities. The SWPPP shall be prepared in accordance with the Tennessee Erosion and Sediment Control Handbook

(61) “Stream.” A surface water that is not a wet weather conveyance. Includes lakes, wetlands, and other non-linear surface waters.

(62) “Temporary stabilization.” Achieved when vegetation or non-erodible surface has been established on the area of disturbance and construction activity has temporarily ceased. Under certain conditions, temporary stabilization is required when construction activities temporarily cease. However, if future construction activity is planned, permit coverage continues.

(63) “Top of bank.” See ordinary high-water mark.

(64) “Total maximum daily load.” (TMDL) means the sum of the individual wasteload allocations for point sources and load allocations for nonpoint sources and natural background (40 CFR 130.2(l)). TMDL is a study that quantifies the amount of a pollutant in a stream, identifies the sources of the pollutant and recommends regulatory or other actions that may need to be taken in order for the stream to cease being polluted. TMDLs can also be described by the following equation: $TMDL = \text{sum of non-point sources (LA)} + \text{sum of point sources (WLA)} + \text{margin of safety}$

(65) “Water Quality Riparian Buffer.” A permanent strip of natural perennial vegetation adjacent to a stream, and river, wetland, pond, or lake that contains dense vegetation made up of grass, shrubs, and/or trees. The purposed of a water quality riparian buffer is to maintain existing water quality by minimizing the risk of any potential sediments, nutrients, or other pollutants reaching adjacent surface waters and to further prevent negative water quality impacts by providing canopy over adjacent waters.

(66) “Waters of the State or Waters.” Means any and all water, public or private, on or beneath the surface of the ground, which are contained within, flow through or border upon Tennessee or any portion thereof, except those bodies of water confined to and retained within the limits of private property in single ownership which do not combine or effect a junction with natural surface or underground waters.

(67) “Waters with Unavailable Parameters.” Any segment of surface waters that has been identified by the Division as failing to support one or more classified uses. Unavailable parameters exist where water quality is at, or fails to meet, the levels specified in water quality criteria in Rule 0400-40-03-.03, even if caused by natural conditions. In the case of a criterion that is a single response variable or is derived from

measurement of multiple response variables, the unavailable parameters shall be the agents causing water quality to be at or failing to meet the levels specified in criteria. Resources to be using in making this determination include biennial compilations of impaired waters, databases of assessment information, updated GIS coverages, and the results of recent field surveys.

(68) "Watershed." All the land area that contributes runoff to a particular point along a waterway.

(69) "Wasteload Allocation (WLA)." The portion of a receiving water's loading capacity that is allocated to one of its existing or future point sources of pollution (40 CFR §130.2(h)).

(70) "Wet Weather Conveyance." Man-made or natural watercourses, including natural watercourses that have been modified by channelization, that meet the following:

(a) The conveyance carries flow only in direct response to precipitation runoff in its immediate locality.

(b) The conveyance's channels are at all times above the groundwater table.

(c) That flow carried by the conveyance is not suitable for drinking water supplies.

(d) Hydrological and biological analyses indicate that, due to naturally occurring ephemeral or low flow under normal weather conditions, there is not sufficient water to support fish, or multiple populations of obligate lotic aquatic organisms whose life cycle includes an aquatic phase of at least two months (Tennessee Rules, Chapter 0400-40-3-.04(3)).

14-603. Stormwater system design: construction and permanent stormwater management; performance standards. (1) Objectives. The objectives of this ordinance are:

(a) To protect human life and health.

(b) To minimize the need for rescue and relief efforts associated with flooding.

(c) To eliminate any non-allowable discharges to the City of La Vergne's Municipal Separate Storm Sewer System (MS4) that impact water quality.

(d) To help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to maximize beneficial use without increasing flood hazard potential or diminishing the quality of the natural stormwater resources.

(e) To minimize prolonged business interruptions.

(f) To minimize damage to public facilities and utilities such as water and gas mains; electric, telephone, and sewer lines; and streets and bridges located in flood plains.

(g) To ensure a functional public and private stormwater quantity and quality management system that will not result in excessive maintenance costs.

(h) To encourage the use of natural and aesthetically pleasing design that maximizes preservation of natural areas.

(i) To guide the construction of stormwater management facilities by developing comprehensive master plans to address stormwater quantity and

quality.

(j) To encourage preservation of floodplains, floodways, and open spaces to protect and benefit the community's quality of life and natural resources.

(k) To encourage community stewardship of the City of La Vergne's water resources and their impacts on the community character and quality of life.

(2) Applicability. This section shall be applicable to all land development, including, but not limited to, site plan applications, subdivision applications, land disturbance application, and grading applications. In the event of a discrepancy between the required calculations listed within this document and any similar requirements listed within another City of La Vergne documents (such as the Subdivision Regulation or the Zoning Ordinance), the required calculations listed herein shall prevail. The requirements in this section shall apply to any new development or redevelopment site that meets one or more of the following criteria:

(a) New development or redevelopment that involves land disturbance activity of one (1) acre or more;

(b) New development or redevelopment that involves land disturbance activity of less than one (1) acre but part of a common plan of development or sale that is one (1) acre or more;

(c) New development or redevelopment less than one acre of total land disturbance may also be required to obtain authorization under this ordinance if:

(i) the City Engineer has determined that the stormwater discharge from a site is causing, contributing to, or is likely to contribute to a violation of a state water quality standard;

(ii) the City Engineer has determined that the stormwater discharge is, or is likely to be a significant contributor of pollutants to waters of the state; or

(iii) any new development or redevelopment, regardless of size, that is defined by the City Engineer to be a priority construction site.

(d) Other options:

(i) Change in elevation of property.

(ii) Any land disturbance that requires coverage under a TDEC CGP.

(iii) Any disturbance that requires coverage under a TDEC ARAP.

(3) General requirements. Stormwater at applicable development and redevelopment shall be managed in accordance with the requirements contained within this section.

(a) Any discharge of stormwater or other fluid to an improved sinkhole or other injection well, as defined, must be authorized by permit or rule as a Class V underground injection well under the provisions of Tennessee Department of Environment and Conservation (TDEC) Rules, Chapter 1200-4-6.

(b) Stormwater design or BMP manuals

(i) Adoption. The city adopts as its MS4 stormwater design and Best Management Practices (BMP) manuals for construction stormwater management and permanent stormwater management, the following publications, which are incorporated by reference in this ordinance as if

fully set out herein:

(A) Tennessee Erosion and Sediment Control Handbook; most current edition.

(B) Tennessee Permanent Stormwater Management and Design Guidance Manual; most current edition.

(C) Tennessee Guide to the Selection and Design of Stormwater Best Management Practices (BMPs)

(D) Metro Nashville Stormwater Management Manual Volume 5, Low Impact Development; most current edition.

(E) And/or a collection of city-approved BMP(s) and SCM(s).

(ii) The publications listed above include a list of acceptable BMPs and SCMs, including the specific design criteria and operation and maintenance requirements.

(4) Stormwater quality. To implement the objectives of this ordinance, the following general stormwater quality policy statements shall apply:

(a) There shall be no distinctly visible floating scum, oil, or other matter contained in the stormwater discharge.

(b) The stormwater discharge must not cause an objectionable color contrast in the receiving stream.

(c) The design storm for water quality treatment design shall be the 1-year, 24-hour design storm event.

(d) The water quality treatment volume (WQTV) is the portion of the runoff generated from impervious surfaces at a new development or redevelopment project from the design storm. SCMs must be designed, at a minimum to achieve an overall treatment efficiency of eighty percent (80%) TSS removal from the WQTV. The quantity of the WQTV that must be provided from a new development or redevelopment depends on the type of treatment provided, as established in the following table:

Water Quality Treatment Volume and the Corresponding SCM Treatment Type for the 1-year, 24-hour design storm		
SCM Treatment Type	WQTV	Notes
infiltration, evaporation, transpiration, and/or reuse	Runoff generated from the first 1 inch of the design storm	Examples include, but are not limited to bioretention, stormwater wetlands, and infiltration systems
Biologically active filtration, with an underdrain	Runoff generated from the first 1.25 inches of the design storm	To achieve biologically active filtration, SCMs must provide minimum of 12 inches of internal water storage.
Sand or gravel filtration, settling ponds, extended detention ponds, and	Runoff generated from the first 2.5 inches of the design storm or the first	Examples include, but are not limited to, sand filters, permeable

wet ponds	seventy-five percent (75%) of the design storm, whichever is less	pavers, and underground gravel detention systems. Ponds must provide forebays comprising a minimum of 10% of the total design volume. Existing regional detention ponds are not subject to the forebay requirement.
Hydrodynamic separation, baffle box settling, other manufactured treatment devices (MTDs), and treatment trains using MTDs	Maximum runoff generated from the entire design storm	flow-through MTDs must provide an overall treatment efficiency of at least 80% TSS reduction

(e) Treatment trains using MTDs shall use the following calculation:

$$R = A + B - (A \times B) / 100$$

Where:

R = total TSS percent removal from application of both SCMs

A = the TSS percent removal rate applicable to the first SCM

B = the TSS percent removal rate applicable to the second SCM

TSS removal rates for MTD must be evaluated using industry-wide standards

TSS removal rates for other SCMs must be from published reference literature

(f) Treatment trains using infiltration, evaporation, transpiration, reuse, or biologically active filtration followed by sand or gravel filtration, settling ponds, extended detention ponds or wet ponds may subtract the treated WQTV of the upstream SCMS from the WQTV of the downstream SCMs.

(g) SCMs must be designed to provide full treatment capacity within 72 hours following the end of the preceding rain event for the life of the new development or redevelopment project.

(h) Calculations demonstrating compliance with this section must be submitted with the Concept Plan for subdivisions and planned developments. They must be submitted with the Site Plan for all other developments.

(i) Incentive standard: The following types of development or redevelopment shall receive a twenty percent (20%) reduction in the water quality treatment volume for any one of the following conditions:

(i) Redevelopment projects (including, but not limited to, brownfield redevelopment); and

- (ii) Vertical density (floor to area ratio of at least 2, or at least 18 units per acre)
- (5) Stormwater quantity. To implement the objectives of this ordinance, the following general stormwater quantity policy statements shall apply:
 - (a) New development shall meet a stormwater quantity level of service defined by:
 - (i) Designing road catch basins and connecting culverts to convey the 25-year, 24-hour design storm runoff.
 - (ii) Designing bridges, culverts, channels, and cross drains to pass the 25-year, 24-hour design storm runoff. Calculations shall also be provided for the 100-year, 24-hour design storm.
 - (iii) Stormwater infrastructure shall be designed in a way that:
 - (A) Critical service roads must maintain at least 8' clear with less than 1" of water at the deepest point within the 8' during the 25-year, 24-hour design storm and not be inundated by more than 3" of water over an 8' width during the 100-year, 24-hour design storm.
 - (B) Other new roads shall be designed to have no more than six inches (6") of road overtopping at the 25-year, 24-hour design storm event.
 - (b) Re-development activities will be required to follow stormwater quantity requirements.
 - (c) The following hydraulic calculations are required to be submitted:
 - (i) For Concept Plans:
 - (A) Detention methodology and sizing
 - (B) Outlet Control structure design calculations
 - (C) TR-55 method is the City standard, but other methods may be accepted with pre-approval from the City Engineer.
 - (D) Soil Type Analysis (including map)
 - (E) Curve Number Calculations (including map)
 - (F) Time of Concentration Calculations (including map)
 - (G) Pre-development (existing conditions), hydrograph-based peak flow calculations for the 2-, 5-, 10-, 25-, 50-, 100-year, 24-hour design storms (including hydrographs)
 - (H) Post-development (proposed conditions WITHOUT detention or other means of peak flow reduction), hydrograph-based peak flow calculations for the 2-, 5-, 10-, 25-, 50-, and 100-year, 24-hour design storms (including hydrographs)
 - (I) Post-development (proposed conditions WITH detention or other means of peak flow reduction), hydrograph-based peak flow calculations for the 2-, 5-, 10-, 25-, 50-, 100-year, 24-hour design storms (including hydrographs)
 - (J) Provide a table comparing the peak flow rates resulting from the above three hydrograph calculations
 - (ii) For Subdivision Construction Drawings:

- (A) Curb capacity calculations for the 25-year, 24-hour storm (TDOT methodology)
- (B) Curb inlet capacity calculations for the 25-year, 24-hour design storm including calculations showing bypass-flow (TDOT methodology)
- (C) Pipe capacity calculations for the 25-year, 24-hour design storm (whether pipe is inlet-, outlet-, or pipe-controlled must be clearly stated) (TDOT methodology)
- (D) Velocity calculations in all open channels and ditches (worst case slopes shall be used) which supports that the surface treatment proposed for the channel or ditch can handle the velocities (TDOT methodology)
- (iii) For Site Plans:
 - (A) Detention methodology and sizing
 - (B) Outlet control structure design calculations
 - (C) TR-55 method is the City standard but other methods may be accepted with pre-approval from the City Engineer
 - (D) Soil Type Analysis (including map)
 - (E) Curve Number Calculations (including map)
 - (F) Time of concentration calculations (including map)
 - (G) Pre-development (existing conditions), hydrograph-based peak flow calculations for the 2-, 5-, 10-, 25-, 50-, 100-year, 24-hour design storms (including hydrographs)
 - (H) Post-development (proposed conditions WITHOUT detention or other means of peak flow reduction), hydrograph-based peak flow calculations for the 2-, 5-, 10-, 25-, 50-, and 100-year, 24-hour design storms (including hydrographs)
 - (I) Post-development (proposed conditions WITH detention or other means of peak flow reduction), hydrograph-based peak flow calculations for the 2-, 5-, 10-, 25-, 50-, 100-year, 24-hour design storms (including hydrographs)
 - (J) Provide a table comparing the peak flow rates resulting from the above three hydrograph calculations
 - (K) Pipe capacity calculations for the 25-year, 24-hour design storm (whether pipe is inlet-, outlet- or pipe-controlled must be clearly stated) (TDOT methodology)
 - (L) Open channels and ditches must be sized to handle the 25-year, 24-hour storm
 - (M) Velocity calculations in all open channels and ditches (worst cast slopes shall be used) which supports that the surface treatment proposed for the channel or ditch can handle the velocities (TDOT methodology)
- (d) No land disturbance activities, whether by private or public action, shall be performed in a manner that will negatively impact stormwater quantity whether by flow restrictions, increased runoff, or by diminishing channel or

floodplain storage capacity.

(e) All site designs shall control the post-development peak, flow rates of stormwater discharge associated with 2-, 5-, 10-, 25-, 50-, and 100-year, 24-hour design storms to the pre-development peak flow rates. These practices should seek to utilize pervious areas for stormwater treatment and to infiltrate stormwater runoff from driveways, sidewalks, rooftops, parking lots, and landscaped areas to the maximum extent practical to provide treatment for both water quality and quantity.

(f) Hydrologic and hydraulic design calculations for the predevelopment and post-development conditions for the 2-, 5-, 10-, 25-, 50-, and 100-year, 24-hour design storms shall be provided to the City of La Vergne. These calculations must show that the proposed stormwater management measures are capable of controlling runoff from the site in compliance with this ordinance.

(g) If hydrologic or topographic conditions warrant greater control than that provided by the minimum control requirements, the City of La Vergne may impose any and all additional requirements deemed necessary to control the volume, timing, and rate of runoff.

(h) To protect stream channels from degradation, specific channel protection criteria shall be provided.

(i) At the discretion of the City of La Vergne, stormwater discharges may be subject to additional performance criteria, or may need to utilize or restrict certain stormwater management practices.

(j) Prior to or during the site design process, applicants for land disturbance permits shall consult with the City of La Vergne to determine if they are subject to additional stormwater design requirements.

(k) Bare soil channels and ditches will not be allowed unless the channel is excavated into rock up to 6 inches deeper than the 10-year, 24-hour design peak flow depth. In all channels or ditches, sod or seeding with erosion control mat will be the minimum requirement up to 6 inches deeper than the 10-year, 24-hour design peak flow depth. In the event that flow velocities for the 5-year, 24-hour design storm exceed 4.5 feet/second, a liner (e.g., riprap, bioengineered liner, or concrete) will be required.

(l) All pipe or control structure outlets where the headwater depth divided by the pipe diameter at the inlet is greater than 1.5 must have a riprap apron at the outlet. A concrete energy- dissipating headwall will not be sufficient on their own.

(m) Catch basins, curb inlets, stormwater junction boxes and other confined spaces into which city personnel may need to enter in the future for maintenance activities shall not be more than ten feet in depth from top of casting to invert out.

(n) For drainage easements which contain pipes or culverts, the width of the required drainage easement shall be based on the following table:

Depth of Pipe (Feet to bottom of outside of pipe)	Width of Easement
0 feet to 8 feet	20 feet

8.1 feet to 12 feet	28 feet
12.1 feet to 16 feet	36 feet
Deeper than 16.1 feet	50 feet

(o) For drainage easements which contain open channels, the minimum width of the required easement will be the width of flow in the channel calculated for the 100-year/24-hour storm.

14-604. Land disturbance permit. (1) General. The land disturbance permit (permit) is to be obtained by the owner(s) or owner(s) designee(s) for a development or redevelopment of over one (1) acre, or less than one (1) acre if part of a larger plan of common development or sale that comprises of at least one (1) acre of cumulative land disturbance. The land disturbance permit is designed to track all applicable land disturbance activities and ensure they are monitored for compliance for erosion prevention and sediment controls, the absence of illicit discharges leaving the site, and compliance with the city's TDEC NPDES MS4 general permit along with any applicable TDEC construction general permits, TDEC Aquatic Resources Alteration Permits (ARAP), and any other relevant permits. Tracking of these activities allows inspection, and in cases of non-compliance, enforcement actions to be taken.

(2) Land disturbance permit application. (a) Application for a land disturbance permit shall require the following be submitted to the City Engineer for review and approval:

(i) The Notice of Intent (NOI) required by TDEC for coverage under the "Tennessee General Permit for Stormwater Discharges from Construction Activities."

(ii) The Notice of Coverage (NOC) proving coverage under the "Tennessee General Permit for Stormwater Discharges from Construction Activities."

(iii) Stormwater Pollution Prevention Plan (SWPPP)

(iv) Separate sheets, at a scale not to exceed one inch (1") equal to fifty feet (50'), for pre-construction, construction, and post-construction stormwater BMPs. For site disturbances less than or equal to five (5) acres, at least two (2) separate EPSC plan sheets shall be developed. At least two (2) stages shall be identified, with associated EPSC measures addressed. The plan stages shall be addressed separately in plan sheets, with each reflecting the conditions and EPSC measures necessary to manage stormwater runoff, erosion, and sediment during the initial land disturbance (initial grading) and the conditions and EPSC measures necessary to manage stormwater, erosion and sediment at final grading. For site disturbances more than five (5) acres at least three (3) separate EPSC sheets shall be developed. Three (3) stages shall be identified. The first plan sheet should reflect the conditions and EPSC measures necessary to manage stormwater runoff during the initial land disturbance (initial grading). The second plan sheet shall reflect the conditions the EPSC measures necessary to manage stormwater runoff from interim land disturbance activities. The third plan sheet shall reflect the conditions and

EPSC measures necessary to manage stormwater runoff erosion, and sediment at final grading.

(v) Name of applicant.

(vi) Business or residence address of applicant.

(vii) Name, address and telephone number of the owner of the property of record in the office of the assessor of property.

(viii) Address and legal description of subject property including the tax reference number and parcel number of the subject property.

(ix) Name, address, and telephone number of the contractor and any subcontractor(s) who shall perform the land disturbing activity and who shall implement the erosion prevention and sediment control plan.

(x) A statement indicating the nature, extent, and purpose of the land disturbing activities including the size of the area for which the permit shall be applicable and a schedule for the starting and completion dates for the land disturbing activity.

(xi) Construction sequencing including a statement that indicates only disturbance necessary to install the initial erosion and sediment control measures per the approved plans shall be completed prior to initial inspection by the city.

(xii) Where the property has drainage or modification of a sinkhole, the applicant shall obtain the appropriate permit(s) from the Tennessee Department of Environment and Conservation.

(xiii) The applicant shall obtain from any other state or federal agency any other appropriate environmental permits that pertain to the property. However, the inclusion of those permits in the application shall not foreclose the City of La Vergne from imposing additional development requirements and conditions, commensurate with this chapter on the development of the property covered by those permits.

(xiv) Additional information and calculations as deemed necessary by the City Engineer.

(3) Review and approval of land disturbance permit application. The City Engineer will review each application for a land disturbance permit to determine its conformance with the provisions of this chapter. No development plans will be released until the land disturbance permit has been approved. The City Engineer shall provide one (1) of the following responses in writing:

(a) Approval of the permit application;

(b) Pre-construction meeting needed prior to approval of the permit application;

(c) Approval of the permit application, subject to such reasonable conditions as may be necessary to secure substantially the objectives of this ordinance, and issue the permit subject to these conditions; or

(i) If the City Engineer has granted conditional approval of the permit, the applicant shall submit a revised plan that conforms to the conditions established by the City Engineer. However, the applicant shall be allowed to proceed with his land disturbing activity so long as it conforms to conditions established by the City Engineer.

(d) Denial of the permit application, indicating the reason(s) for the denial.

(4) Permit duration. Every land disturbance permit shall expire and become null and void if substantial work authorized by such permit has not commenced within one hundred eighty (180) calendar days of issuance or is not complete within eighteen (18) months from the date of the commencement of construction.

(5) Performance bonds. (a) The City of La Vergne shall require the submittal of a performance security or performance bond prior to issuance of a permit in order to ensure that the stormwater practices are installed by the permit holder as required by the approved stormwater management plan. The amount of the installation performance security or performance bond shall be the total estimated construction cost of the SCM(s) approved under the permit. The performance security shall contain forfeiture provisions for failure to complete work specified in the stormwater management plan. The applicant shall provide an itemized construction cost estimate complete with unit prices which shall be subject to acceptance, amendment, or rejection by the City of La Vergne. Alternatively, the City of La Vergne shall have the right to estimate the cost of construction.

(b) The performance security or performance bond shall be released in full only upon submission of record drawings and written certification by a registered professional engineer licensed to practice in Tennessee that the SCM(s) has been installed in accordance with the approved plan and other applicable provisions of this chapter. The City Engineer or city inspector will make a final inspection of the SCM(s) to ensure that it is in compliance with the approved plan and the provisions of this chapter. Provisions for a partial pro-rata release of the performance security or performance bond based on the completion of various development stages can be made at the discretion of the City Engineer.

(6) Land disturbance permit fees. The land disturbance permit fees shall be as set forth in the fee schedule adopted with the annual budget.

(7) Inspection and enforcement. The requirements of this chapter shall be enforced by the City Engineer or his designee who shall inspect all the work, land disturbance or construction involved.

(a) If the designee finds any person, firm, or entity engaged in land disturbing activities without having obtained a required land disturbance permit, he shall issue a stop order. In addition, if anyone is found conducting or to have conducted land disturbing activities in violation of this chapter or any approved plan, the city inspector may require compliance or refuse to approve further work and/or issue a stop work order pending a hearing before the Stormwater Appeals and Advisory Board.

(b) If the City Engineer or his designee determines that significant erosion or related problems are occurring on a graded site despite approved protective practices, he shall require the permit holder to take additional corrective actions to protect the adversely affected area. The specifications of the additional measures shall be part of the amended erosion prevention and sediment control plan.

(c) If it is determined that the permit holder has failed to comply with

the approved plan, the city inspector shall immediately serve upon the owner, developer, or contractor, a correction notice setting forth the measures needed to come into compliance and specifying a time for such compliance. Failure to comply within the time specified shall subject permittee to revocation of the permit, and he shall be deemed in violation of the chapter requirements and subject to the penalties provided therein.

(d) Stormwater discharges coming from a permitted site with an objectionable color contrast to receiving waters are also in violation of this Chapter of the municipal code.

(8) General criteria. The following general criteria are minimum requirement for controlling erosion and sedimentation from land-disturbing activities and should be satisfied in each approved erosion prevention and sediment control plan. No permit issued using the general criteria is intended to restrict the use of other innovative practices or modifications to the specified practices if such practices are thoroughly described and detailed and approved given as part of a supplement to the approved plan prior to installation.

(a) The design, inspection, and maintenance of BMPs as described in the Stormwater Pollution Prevention Plan (SWPPP) must be prepared in accordance with good engineering practices and at a minimum, shall be consistent with the requirements and recommendations contained in the current edition of the Tennessee Erosion and Sediment Control Handbook. In addition, all control measures must be properly selected, installed, and maintained in accordance with the manufacturer's specifications (where applicable). All control measures selected must be able to slow runoff so that rill and gully formation is prevented.

(b) The construction phase erosion prevention and sediment controls shall be designed to eliminate (or minimize if complete elimination is not possible) the dislodging and suspension of soil in water. Sediment controls shall be designed to retain mobilized sediment on site to the maximum extent practicable.

(c) Construction site operators must control wastes such as discarded building materials, concrete truck washouts, chemicals, litter, and sanitary waste at the construction site to avoid adverse impacts to water quality.

(d) Establishment of permanent vegetation. A permanent vegetative cover shall be established on disturbed areas not otherwise permanently stabilized. The City may use the developer's performance bond to install appropriate vegetation.

(e) Protection of adjacent properties. Properties adjacent to the site of the land disturbance shall be protected from sediment deposition. This may be accomplished by preserving a well vegetated buffer strip around the lower perimeter of the land disturbance, by installing perimeter controls such as sediment barriers, filters, sediment traps, or sediment basins, or by a combination of such measures. Vegetated buffer strips may not be used alone.

(f) Cut and fill slopes. Cut and fill slopes must be designed and constructed in a manner which will minimize erosion. Consideration must be given to the length and steepness of the slope, the soil type, upslope drainage area, groundwater conditions, and other applicable factors. Slopes which are found to

be eroding excessively within one (1) year of the construction completion must be provided with additional slope stabilizing measures until the problem is corrected. The following guidelines are provided to aid site planners and plan reviewer in developing an adequate design.

- (i) Topsoil for the area should be stockpiled and then used for replacement on the graded area.
- (ii) Roughened soil surfaces are generally preferred to smooth surface slopes.
- (iii) Diversions should be constructed at the top of long steep slopes which have significant drainage areas above the slope. Diversions or terraces may also be used to reduce the slope length.
- (iv) Concentrated stormwater should not be allowed to flow down or out of fill slopes unless contained within an adequate temporary or permanent channel, flume, or slope drain structure.
- (v) Wherever a slope face crosses a water seepage plane which endangers the stability of the slope, adequate drainage or other protection should be provided.
- (g) Protection of stormwater inlets. All stormwater inlets which are made operable during construction shall be protected.
- (h) Work in stream channel. A permit must be obtained from TDEC for work in a stream. Work must be conducted in accordance with permit requirements.
- (i) Underground utility construction. The construction of underground utility lines shall be subject to the following criteria:
 - (i) No more than five hundred feet (500') of open trench shall be allowed at one time.
 - (ii) Where consistent with safety and space considerations, excavated materials are to be placed on the uphill side of trenches.
 - (iii) Trench dewatering devices shall discharge in a manner which will not adversely affect flowing streams, drainage systems, or offsite properties.
- (j) Construction access routes. Off-site vehicle tracking of sediments and the generation of dust shall be minimized. A stabilized construction access (a point of entrance/exit to a construction site) shall be described and implemented to reduce the tracking of mud and dirt onto roads by construction vehicles. Where sediment is transported onto a public or private road surface, the roads, shall be cleaned thoroughly at the end of each day or more often if deemed necessary. Sediment shall be removed from the roads by shoveling or sweeping and be transported to a sediment-controlled disposal area. Street washing shall be allowed only after sediment is removed in this manner.
- (k) Disposition of temporary measures. All temporary erosion prevention and sediment control measures shall be disposed of within thirty (30) days after permanent site stabilization is achieved or after the temporary measures are no longer needed, unless otherwise authorized by the City Engineer or his designee. Trapped sediment and other disturbed soil areas resulting from the disposition of temporary measures shall be permanently

stabilized to prevent further erosion and sedimentation.

(l) Maintenance. All temporary and permanent erosion prevention and sediment control measures shall be maintained and repaired as needed by the property owner or contractor to ensure continued performance of their intended function, as determined by the City Engineer or his designee.

(m) Off-site sediment. If sediment escapes the permitted area, off-site accumulations of sediment that have not reached a stream must be removed at a frequency sufficient to minimize off-site impacts (e.g., fugitive sediment that has escaped the construction site and has collected in a street must be removed so that it is not subsequently washed into storm drains and streams by the next rain and/or so that it does not pose a safety hazard to users of public streets). A land disturbance permit does not authorize access to private property. Arrangements concerning the removal of sediment on adjoining property must be settled by the permittee with the adjoining landowner.

(n) Sediment removal. Sediment should be removed from sediment traps, silt fences, sediment basins, and other sediment controls as recommended in the Tennessee Erosion and Sediment Control Handbook and must be removed when design capacity has been reduced by fifty percent (50%).

(o) Removal of vegetation. Pre-construction vegetative ground cover shall not be destroyed, removed, or disturbed more than fourteen (14) days prior to grading or earth moving unless the area is seeded and/or mulched or temporary cover is installed.

(p) Clearing and grubbing must be held to the minimum necessary for grading and equipment operation. Existing vegetation at the site should be preserved to the maximum extent practicable.

(q) Erosion prevention and sediment control measures must be in place and functional before earth moving operations begin and must be constructed and maintained throughout the construction period. Temporary measures may be removed at the beginning of the workday but must be replaced at the end of the workday.

(r) Temporary stabilization. Stabilization measures shall be initiated as soon as possible in portions of the site where construction activities have temporarily or permanently ceased. Temporary or permanent soil stabilization at the construction site must be completed no later than fourteen (14) days after the construction activity in that portion of the site has temporarily or permanently ceased (seven (7) days for slopes of thirty-five percent (35%) or steeper). In the following situations temporary stabilization measures are not required:

(i) Where the initiation of stabilization measures is precluded by snow cover or frozen ground conditions or adverse soggy ground conditions, stabilization measures shall be initiated as soon as practicable; or

(ii) Where construction activity on a portion of the site is temporary ceased and earth disturbing activities will be resumed within fourteen (14) days or seven (7) days for slopes of thirty-five percent (35%) or steeper.

(s) Design of erosion and sediment control measures. Erosion

prevention and sediment control measures shall be designed to minimize erosion and maximize sediment removal resulting from a 2-year, 24-hour design storm, as a minimum. When clay and other fine particles are present at the construction site, chemical treatment may be used to minimize the amount of sediment being discharged. For construction sites discharging into a water with unavailable parameters due to siltation/sedimentation or Exceptional Tennessee Waters shall be designed to minimize erosion and maximized sediment removal resulting from a 5-year, 24-hour design storm.

(t) Sediment basins. For an on-site outfall which receives drainage from ten (10) or more acres, a sediment basin that will provide treatment for a calculated volume of runoff from a 2-year, 24-hour design storm and runoff from each acre drainage or equivalent control measures as specified in the Tennessee Erosion and Sediment Control Handbook, shall be provided until final stabilization of the site. For construction sites discharging into a water with unavailable parameters due to siltation/sedimentation or Exceptional Tennessee Waters, a sediment basin shall be provided for drainage areas of five (5) acres or more acres that will provide treatment for a calculated volume of runoff from a 5-year, 24-hour design storm and runoff from each acre drainage or equivalent measures as specified in the Tennessee Erosion and Sediment Control Handbook. The design drainage area includes both disturbed and undisturbed portions of the site or areas adjacent to the site, all draining through a common outfall.

(u) Sediment traps. For construction sites discharging into a water with unavailable parameters due to siltation/sedimentation or Exceptional Tennessee Waters, a sediment trap shall be provided for drainage areas of 3.5 to 4.9 acres that will provide treatment for a calculated volume of runoff from a 5-year, 24-hour design storm and runoff from each acre drainage or equivalent measures as specified in the Tennessee Erosion and Sediment Control Handbook.

(v) Dewatering. Muddy water to be pumped from excavation and work areas must be held in settling basins or filtered or chemically treated prior to its discharge into surface waters. Water must be discharged through a pipe, well-grassed or lined channel or other equivalent means so that the discharge does not cause erosion and sedimentation. Discharged water must not cause an objectionable color contrast with the receiving stream.

14-605. Permanent stormwater management: operation, maintenance, and inspection. (1) Record drawings. All applicants are required to submit record drawings for any stormwater management structures located on-site after final construction is completed. The plan must show the final design specifications for all stormwater management facilities and must be sealed by a registered professional engineer licensed to practice in Tennessee.

(2) Landscaping and stabilization requirements. (a) Any area of land from which the natural vegetative cover has been either partially or wholly cleared by development activities shall stabilize. Stabilization measures shall be initiated as soon as possible in portions of the site where construction activities have temporarily or permanently ceased. Temporary or permanent soil stabilization at the construction site (or a phase of the project must be completed not later than

fourteen (14) days after the construction activity in that portion of the site has temporarily or permanently ceased. In the following situations, temporary stabilization measures are not required:

(i) Where the initiation of stabilization measures is precluded by snow cover or frozen ground conditions or adverse soggy ground conditions, stabilization measures shall be initiated as soon as practicable; or

(ii) Where construction activity on a portion of the site is temporarily ceased, and earth disturbing activities will be resumed within fourteen (14) days.

(b) Permanent stabilization means that all soil disturbing activities at the site have been completed and one of three following criteria is met:

(i) A perennial, preferably native, vegetative cover with a uniform (i.e., evenly distributed, without large bare areas) density of at least 70 percent has been established on all unpaved areas and areas not covered by permanent structures, and all slopes and channels have been permanently stabilized against erosion.

(ii) Equivalent permanent stabilization measures such as the use of riprap; permanent geotextiles; hardened surface materials including concrete, asphalt, gabion baskets, or reno mattresses have been employed.

(iii) For construction projects on land used for agricultural or silvicultural purposes, permanent stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural or silvicultural use.

(c) In addition to the above requirements, a landscaping plan must be submitted with the final design describing the vegetative stabilization and management techniques to be used at a site after construction is completed. This plan will explain not only how the site will be stabilized after construction, but who will be responsible for the maintenance of vegetation at the site and what practices will be employed to ensure that adequate vegetative cover is preserved.

(3) Stormwater system long-term operation and maintenance. (a) The maintenance responsibilities for all permanent stormwater runoff control facilities shall be the responsibility of the owner.

(b) An engineer shall provide a stormwater infrastructure long-term operation and maintenance plan with an opinion of probable costs and schedule, subject to approval by the City Engineer for all permanent stormwater structures. The long-term operation and maintenance plan shall be in writing, shall be in recordable form, and shall, in addition to any other terms deemed necessary by the City Engineer, contain a provision permitting inspection at any reasonable time by the City Engineer or his designee of the facilities deemed critical to the public welfare and be recorded with the County registrar.

(c) The long-term maintenance plan and agreement will be submitted to the City Engineer during the plans review process.

(d) For a subdivision, the long-term maintenance agreement shall be submitted to the County registrar and recorded by the Developer prior to the

recording of the Final Plat.

(e) For a Site Plan, the long-term maintenance agreement shall be submitted to the County registrar and recorded prior to the issuance of a Certificate of Occupancy.

(f) The City of La Vergne will have the authority to maintain facilities not properly maintained and to recover costs associated with the maintenance from the owner.

(g) Upon approval of the stormwater management facilities by the City Engineer, the facility owner shall demonstrate the ability to garner and apply the financial resources necessary for long-term maintenance requirements. The funding mechanism shall be in a form approved by the City of La Vergne. The city will only approve funding mechanism(s) for long-term maintenance responsibilities that can be demonstrated to be permanent or transferable to another entity with equivalent longevity.

(h) If a responsible party fails or refuses to meet the design or maintenance standards required for stormwater facilities under this ordinance, the City of La Vergne, after reasonable notice, may correct a violation of the design standards or maintenance needs by performing all necessary work to place the facility in proper working condition. In the event that the stormwater management facility becomes a danger to public safety or public health, the City of La Vergne shall notify in writing the party responsible for maintenance of the stormwater management facility. Upon receipt of that notice, the responsible person shall have ten (10) days to effect maintenance and repair of the facility in an approved manner. In the event that corrective action is not undertaken within that time, the City of La Vergne may take necessary corrective action. The cost of any action by the City of La Vergne under this section shall be charged to the responsible party.

(4) Water Quality Riparian Buffers. The goal of the water quality riparian buffer is to preserve undisturbed vegetation that is native to the streamside habitat in the area of the project. Vegetated, preferably native, water quality riparian buffers protect water bodies by providing structural integrity and canopy cover, as well as stormwater infiltration, filtration, and evapotranspiration.

(a) A permanent and construction water quality riparian buffer zone (setback measured from the top of bank) shall be required along all streams as defined in this ordinance, for new development and redevelopment projects as outlined below:

(i) The water quality riparian buffer shall be defined as the area contained within a boundary established sixty feet (60') measured perpendicular from the top of bank; around the perimeter of a stream, pond or lake measured perpendicular to the contour at which normal pool is located around; and around the perimeter of a wetland.

(ii) Stormwater discharges should enter the water quality riparian buffer as sheet flow, not as concentrated flow, where site conditions allow.

(iii) Activities allowed between 30' to 60' from the top of bank:

A. For waterways that are NOT identified by the State of

Tennessee either as having unavailable parameters for siltation/sedimentation or as being an Exceptional Tennessee Water:

1) Public greenways, biking trails, and walking trails;

2) Private walking and biking trails can also be approved by the City Engineer upon review of a study demonstrating the vegetation protection methods to be used for the trails, the hydraulic measures required to pass water through the trail without violating any requirements of this ordinance, the long-term maintenance plan for the trail, and demonstrating the value to the community of the path. The ability to tie a path to the present or planned public greenway system will be considered as a significant criteria for approval;

3) Infiltration-based SCMs such as infiltration trenches and biofiltration basins may be allowed on a case-by-case basis if approved in writing by the City Engineer. This can only be approved if such SCMs improve the biodiversity or aesthetic appearance of the buffer areas. Economics or constructability of a development cannot be used as criteria for allowing an SCM to be placed in the buffer;

4) Road and utilities crossings. Private drives and private utility crossings may also be approved by the City Engineer upon review of a complete submittal demonstrating that there is no feasible alternate route;

5) Linear utilities; and

6) The City Engineer may determine that other limited uses are in the best interest of the overall water quality of the City of La Vergne.

7) Economics or constructability of a development cannot be used as a criteria for allowing such a use to be placed in the buffer.

B. In the event that a stream IS identified by the State of Tennessee either as having unavailable parameters for siltation/sedimentation or as being an Exceptional Tennessee Water, the activities listed above are permitted no closer than 30 feet from the top of bank. However, there must be an average of sixty feet (60') of water quality riparian buffer through the development. The riparian buffer must be measured to the interior edge of the activity listed above. If the construction encompasses both sides of a stream, buffer averaging can be applied to both sides, but each side must average the sixty feet (60') criterion independently.

(iv) Water quality riparian buffers shall be protected during development activities. The water quality riparian buffers shall be clearly marked during construction activities.

(v) Water quality riparian buffers shall be recorded on the plat.

Site development plans and plats prepared for recording shall:

(A) Define the boundaries of the water quality riparian buffer on the subject property.

(B) Provide a note stating: "There shall be no clearing, grading, construction, or disturbance of vegetation in the water quality riparian buffer except as permitted by the City of La Vergne."

(C) In the event that a protective covenant is required, a note must be provided to reference any protective covenants governing water quality riparian buffers stating: "Water quality riparian buffers shown hereon are subject to protective covenants which may be found in the county records, and which restrict disturbance and use of these areas."

(5) Sinkhole/Injection Well Policy. (a) A TDEC injection well permit is required for any use or modification of a /injection well.

(b) Drainage calculations shall be submitted for any development in or around sinkholes.

(c) Post-developed flows and volume shall not exceed pre-developed flow and volumes entering into a sinkhole for a development or redevelopment.

(d) Any "capping" of a sinkhole shall be done under the direction and approval of the City Engineering Department. Drainage formerly entering the capped sinkhole shall be accounted by providing stormwater calculations showing equal conveyance capacity by an alternative outfall.

(e) Any alternative stormwater management measure requested in lieu of the sinkhole/injection well policy requirements shall be presented to the La Vergne Stormwater Appeals Board.

14-606. Existing locations and ongoing developments. (1) Requirements for existing locations and developments. The following requirements shall apply to all locations and development at which land disturbing activities have occurred previous to the enactment of this ordinance:

(a) Denuded areas shall be vegetated or covered using guidelines specified in the manuals adopted in this chapter and on a schedule acceptable to the City Engineer.

(b) Trash, junk, rubbish, etc. shall be cleared from streams, ditches, and other stormwater conveyances.

(c) Stormwater runoff shall be controlled to the extent reasonable to prevent pollution of local waters. Such control measures may include, but are not limited to, the following:

- (i) Ponds;
- (ii) Constructed wetlands;
- (iii) Infiltration systems;
- (iv) Filtering systems;
- (v) Open channel.

(2) Requirements for existing problem locations. Based upon the regulations in place at the time SCMs were constructed, the City Engineer shall in writing notify the

owners of existing locations and developments of specific drainage, erosion or sediment problem affecting such locations and developments, and the specific actions required to correct those problems. The notice shall also specify a reasonable time for compliance.

(3) Inspection of existing facilities. The City of La Vergne may, to the extent authorized by state and federal law, establish inspection programs to verify that all stormwater management facilities, including those built before the adoption of this ordinance, are functioning within design limits. These inspection programs may be established on any reasonable basis, including but not limited to: routine inspections; inspections based upon complaints or other notice of possible violations; inspection of drainage basins or areas identified as higher than typical sources of sediment or other contaminants or pollutants; inspections of businesses or industries; and joint inspections with other agencies inspecting under environmental or safety laws. Inspections may include but are not limited to: reviewing maintenance and repair records; sampling discharges, surface water, groundwater, and material or water in drainage control facilities; and evaluating the condition of drainage control facilities and other BMPs.

14-607. Inspections. Inspections shall be performed to ensure that vegetation, erosion and sediment control measures and other protective measures identified in the site plan are kept in good and effective operating condition.

(1) Inspections by the owner or responsible party.

(a) Inspections as required by the CGP.

(b) Submission of inspection documentation upon request by the City Engineer.

(c) Construction stormwater management BMPs must be inspected and certified that the BMPs are in accordance with the approved plans, prior to granting building permit on sites requiring a land disturbance permit.

(d) Post-construction SCMs must be inspected and certified that the SCMs are in accordance with the approved plans prior to release of surety.

(e) Routine inspections of all SCMs built after the adoption of this ordinance shall be conducted on an annual basis at a minimum by the responsible party. These inspections shall be conducted by a person familiar with the control measures implemented on site. Owners or operators shall maintain documentation of these inspections and submit annually to the City Engineer.

(f) Comprehensive inspection of all stormwater management facilities and practices built or implemented after the adoption of this ordinance shall be conducted once every five (5) years at a minimum by the responsible party. Such inspections must be conducted by either a professional engineer or landscape architect, licensed in the State of Tennessee and submitted to the City Engineer. Complete inspection reports for these five (5) year inspections shall include:

- (i) Facility type,
- (ii) Inspection date,
- (iii) Latitude and longitude and nearest street address,
- (iv) SCM owner information (e.g. name, address, phone number, and email)
- (v) A description of current SCM conditions including, but not

limited to: green infrastructure practices, grassy areas, forested areas, buffer areas, growing vegetation and soil properties; inlet and outlet channels and structures; embankments, slopes, and safety benches; spillways, weirs, and other control structures; and any sediment and debris accumulation,

(vi) Photographic documentation of SCMs, and

(vii) Specific maintenance items or violations that need to be corrected by the SCM owner along with deadlines and reinspection dates.

(2) City of La Vergne inspections. City inspections may include, but are not limited to, the following:

(a) An initial erosion prevention and sediment control inspection to verify initial BMP measures have been installed per the approved plan set prior to grading activities;

(b) A bury inspection prior to burial of any underground drainage structure that is intended to be submitted by the Developer for acceptance from the City;

(c) Erosion prevention and sediment control inspections as necessary to ensure effective control of erosion and sedimentation;

(d) A final inspection to verify work has been completed and create punch list of tasks to be completed prior to final inspection;

(e) An acceptance inspection when all work, including installation of SCMs, has been completed; and

(f) Periodic inspections to ensure SCMs are being maintained.

14-608. Illicit discharges. (1) Prohibition of illicit discharges. (a) Pursuant to the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) program administered by the TDEC illicit discharges to the MS4 are being defined as illegal. This is accomplished by identifying allowable non-stormwater discharges into the MS4 in the best interest of the City of La Vergne, Tennessee.

(b) Non-stormwater discharge means any discharge to the municipal separate storm sewer system except as permitted by subsection (2).

(c) Except as hereinafter provided, all non-stormwater discharges into the municipal separate storm sewer system are prohibited and declared to be unlawful.

(2) Allowable stormwater discharges. (a) Unless the City of La Vergne, TDEC, EPA or other regulatory agency has identified them as a source of pollutants to the "Waters of the State of Tennessee," the following non-stormwater discharges into the MS4 are lawful:

(i) Water line flushing or other potable water sources;

(ii) Landscape irrigation or lawn watering with potable water;

(iii) Diverted stream flows;

(iv) Rising ground water;

(v) Groundwater infiltration to storm drains;

(vi) Pumped groundwater;

(vii) Foundation or footing drains;

(viii) Crawl space pumps;

- (ix) Air conditioning condensation;
- (x) Springs;
- (xi) Non-commercial washing of vehicles;
- (xii) Natural riparian habitat or wet-land flows;
- (xiii) Swimming pools (if dechlorinated – typically less than one (1) PPM chlorine);
- (xiv) Firefighting activities;
- (xv) Any other uncontaminated water source;
- (xvi) Discharges specified in writing by the City of La Vergne as being necessary to protect public health and safety; and
- (xvii) Dye testing as an allowable discharge if the City of La Vergne has so specified in writing.

(b) Discharges authorized by the CGP, which comply with section 1.2.3 of the same:

- (i) Dewatering of collected stormwater and groundwater discharged in accordance with Section 4.1.3 of the CGP (filtering or chemical treatment may be necessary prior to discharge);
- (ii) Waters used to wash vehicles (of dust and soil, not process materials such as oils, asphalt or concrete) where detergents are not used and detention and/or filtering is provided before the water leaves site;
- (iii) Water used to control dust in accordance with CGP section 5.5.3.7;
- (iv) Potable water sources, including waterline flushings, from which chlorine has been removed to the maximum extent practicable;
- (v) Routine external building washdown that does not use detergents or other chemicals;
- (vi) Uncontaminated, non-turbid groundwater or spring water;
- (vii) Foundation or footing drains where flows are not contaminated with pollutants (process materials such as solvents heavy metals, etc.);
- (viii) Fire hydrant flushings; and
- (ix) Pavement wash waters, provided spills or leaks or other toxic or hazardous substances have not occurred (unless all spill material has been removed) and where soaps, solvents, and detergents are not used.

(3) Prohibition of illicit connections. The construction, use, maintenance or continued existence of illicit connections to the municipal separate storm sewer system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(4) Reduction of stormwater pollutants by the use of stormwater control measures. Any person responsible for a property or premises, which is, or may be, the source of an illicit discharge, will be required to implement, at the person's expense, the SCMs necessary to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed in compliance with the provisions of this section.

Discharges from existing SCMs that have not been maintained and/or inspected in accordance with this ordinance shall be regarded as illicit.

(5) Notification of spills. Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting in, or may result in, illicit discharges or pollutants discharging into stormwater, the municipal separate storm sewer system, the person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials the person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, the person shall notify the City Engineer or his designee in person, email, or by telephone no later than the next business day. Notifications in person, email or by telephone shall be confirmed by written notice addressed and emailed, mailed, or faxed to the City Engineer or his designee within three (3) business days of the notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

(6) No illegal dumping allowed. No person shall dump or otherwise deposit outside an authorized landfill, convenience center or other authorized garbage or trash collection point, any trash or garbage of any kind or description on any private or public property, occupied or unoccupied, inside the city.

(7) Priority areas. The City Engineer is authorized to regulate priority areas. Upon written notification by the City Engineer, the property owner or designated facility manager of a priority area shall, at their expense, implement necessary controls and/or best management practices to prevent discharge of contaminated stormwater to municipal separate storm sewer system. The City Engineer may require the facility to maintain inspection logs or other records to document compliance with this paragraph.

14-609. Enforcement. (1) Enforcement authority. The City Engineer or his designee shall have the authority to issue notices of violation and citations, and to impose the civil penalties provided in this section guided by the Enforcement Response Plan (ERP).

(2) Notification of violation. (a) Written notice. Whenever the City Engineer or other appropriate city official finds that any permittee or any other person discharging stormwater has violated or is violating this ordinance or a permit or order issued hereunder, the City Engineer or his designee may serve upon such person written notice of the violation. Within ten (10) days of this notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the City Engineer. Submission of this plan in no way relieves the discharger of liability for any violations occurring before or after receipt of the notice of violation.

(b) Consent orders. The City of La Vergne is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents

establishing an agreement with the person responsible for the noncompliance. Such orders will include specific action to be taken by the person to correct the noncompliance within a time period also specified by the order. Consent orders shall have the same force and effect as administrative orders issued pursuant to subsections (d) and (e) below.

(c) Show cause meeting. Any person who has been notified under item (a) above may request a show cause meeting. This request must be made in writing to the City Engineer and include reasoning why enforcement action should not be taken. The City Engineer will serve notice specifying the time and place for the meeting. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing.

(d) Compliance order. When the City Engineer or his designee finds that any person has violated or continues to violate this ordinance or a permit or order issued hereunder, the City Engineer or his designee may issue an order to the violator directing that, following a specific time period, adequate structures, devices, be installed or procedures implemented and properly operated. Orders may also contain such other requirements as might be reasonably necessary and appropriate to address the noncompliance, including the construction of appropriate structures, installation of devices, self-monitoring, and management practices.

(e) Cease and desist orders. When the City Engineer or his designee finds that any person has violated or continues to violate this ordinance or any permit or order issued hereunder, the City Engineer or his designee may issue an order to cease and desist all such violations and direct those persons in noncompliance to:

- (i) Comply forthwith; or
- (ii) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and terminating the discharge.
- (iii) Conflicting standards. Whenever there is a conflict between any standard contained in this ordinance and in the BMP manual adopted by the City of La Vergne under this ordinance, the strictest standard shall prevail.

14-610. Penalties. (1) Violations. Any person who shall commit any act declared unlawful under this ordinance, who violates any provision of this ordinance, who violates the provisions of any permit issued pursuant to this ordinance, or who fails or refuses to comply with any lawful communication or notice to abate or take corrective action by the City of La Vergne, shall be guilty of a civil offense.

(2) Penalties. Under the authority provided in Tennessee Code Annotated, § 68-221-1106, the City of La Vergne declares that any person violating the provisions of this ordinance may be assessed a civil penalty by the City of La Vergne of not less than fifty dollars (\$50.00) and not more than five thousand dollars (\$5,000.00) per day for each day of violation. Each day of violation shall constitute a separate violation.

(3) Measuring civil penalties. In assessing a civil penalty, the City of La Vergne may consider:

- (a) The harm done to the public health or the environment;
- (b) Whether the civil penalty imposed will be a substantial economic deterrent to the illegal activity;
- (c) The economic benefit gained by the violator;
- (d) The amount of effort put forth by the violator to remedy this violation;
- (e) Any unusual or extraordinary enforcement costs incurred by the City of La Vergne;
- (f) The amount of penalty established by ordinance or resolution for specific categories of violations; and
- (g) Any equities of the situation which outweigh the benefit of imposing any penalty or damage assessment.

(4) Recovery of damages and costs. In addition to the civil penalty in § 14-610(2), the City of La Vergne may recover:

- (a) All damages proximately caused by the violator to the City of La Vergne, which may include but not be limited to any reasonable expenses incurred in investigating violations of, and enforcing compliance with, this ordinance, or any other actual damages caused by the violation including attorney's fees.
- (b) The costs of the City of La Vergne's maintenance of stormwater facilities when the user of such facilities fails to maintain them as required by this ordinance.

(5) Other remedies. The City of La Vergne may bring legal action to enjoin the continuing violation of this ordinance, and the existence of any other remedy, at law or equity, shall be no defense to any such actions.

(6) Remedies cumulative. The remedies set forth in this section shall be cumulative, not exclusive, and it shall not be a defense to any action, civil or criminal, that one (1) or more of the remedies set forth herein has been sought or granted.

(7) False reports. False reporting of stormwater issues to the City of La Vergne is a violation. In the event that three false reports (whether in the same location or varied locations) are made to the city by or on behalf of the same individual, that individual will be subject to a \$500 fine. For each false report after the third, the fine will be \$500 per additional false report. A report will be determined to be false if a field inspection is made by the City of La Vergne officials and the report is found to be either non-existent or exaggerated.

14-611. Appeals. Pursuant to Tennessee Code Annotated, § 68-221- 1106(d), any person aggrieved by the imposition of a civil penalty, decision or damage assessment as provided by this ordinance may appeal said penalty, decision or damage assessment to the City of La Vergne's Stormwater appeals and advisory board.

(1) Appeals to be in writing. The appeal shall be in writing and filed with the City of La Vergne clerk within fifteen (15) days after the civil penalty and/or damage assessment is served in any manner authorized by law.

(2) Public hearing. Upon receipt of an appeal, the City of La Vergne's

Stormwater Administrative Board shall hold a public hearing within thirty (30) days. Ten (10) days prior notice of the time, date, and location of said hearing shall be published in a daily newspaper of general circulation. Ten (10) days notice by registered mail shall also be provided to the aggrieved party, such notice to be sent to the address provided by the aggrieved party at the time of appeal. The decision of the City of La Vergne's Stormwater Administrative Board shall be final.

(3) Appealing decisions of the City of La Vergne. Any alleged violator may appeal a decision of the City of La Vergne's Stormwater Administrative Board pursuant to the provisions of Tennessee Code Annotated, title 27, chapter 8.

14-612. Severability. Should any article, section, subsection or provision of this Comprehensive Stormwater Management Ordinance be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole or any part thereof other than the part declared to be unconstitutional or invalid, each article, section, clause and provision being declared severable. If any provisions of this ordinance and any other provisions of law impose overlapping or contradictory regulations or contain any restrictions covering any of the same subject matter, that provision which is more restrictive or imposes higher standards or requirements shall govern.

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. All ordinances, resolutions, or motions in conflict herewith are hereby repealed.

SECTION V. This Ordinance shall take effect upon publication after its final passage in a newspaper of general circulation, the public welfare requiring it.

LEGAL STATUS PROVISIONS

Approved by the Mayor and Board of Aldermen:

1st Reading

Jason Cole, Mayor

2nd Reading

ATTEST:

Bruce E. Richardson, City Recorder

Published in the Murfreesboro Post on _____.

Revised Stormwater Management Ordinance

REVISION OF MUNICIPAL CODE, TITLE 14,
CHAPTER 6

REMOVAL OF MUNICIPAL CODE, TITLE
14, CHAPTER 3



REMOVAL OF MUNICIPAL CODE, TITLE 14, CHAPTER 3

- Chapter 3 'grading, soil erosion, and sediment control' and chapter 6 'stormwater management ordinance' are redundant and frequently disagree.
- Chapter 3 will be removed in its entirety and chapter 6 will include all requirements for both.



CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14-602 (11)

'Critical service road' definition has been added as follows:

Any road or street which serves as a primary egress route for 150 or more residential units, 150,000 SF or more of office building space, 40,000 SF or more of retail building space, or 300,000 SF or more of industrial building space. Or any combination of the above which adds up to 1500 trips per day (TPD) calculated as follows: 10 TPD per residential unit; 10 TPD per 1,000 SF office space; 38 TPD per 1,000 SF retail space; and 5 TPD per 1,000 SF industrial space.

This is important because critical service roads must maintain at least 8' clear with less than 1" of water at the deepest point within the 8' during the 25-year, 24-hour design storm and not be inundated by more than 3" of water over an 8' width during the 100-year, 24-hour design storm.

CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14-603 (4)(D)

The following table was added in the water quality design section

Water Quality Treatment Volume and the Corresponding SCM Treatment Type for the 1-year, 24-hour design storm		
SCM Treatment Type	WQTV	Notes
infiltration, evaporation, transpiration, and/or reuse	Runoff generated from the first 1 inch of the design storm	Examples include, but are not limited to bioretention, stormwater wetlands, and infiltration systems
Biologically active filtration, with an underdrain	Runoff generated from the first 1.25 inches of the design storm	To achieve biologically active filtration, SCMs must provide minimum of 12 inches of internal water storage.
Sand or gravel filtration, settling ponds, extended detention ponds, and wet ponds	Runoff generated from the first 2.5 inches of the design storm or the first seventy-five percent (75%) of the design storm, whichever is less	Examples include, but are not limited to, sand filters, permeable pavers, and underground gravel detention systems. Ponds must provide forebays comprising a minimum of 10% of the total design volume. Existing regional detention ponds are not subject to the forebay requirement.
Hydrodynamic separation, baffle box settling, other <u>manufactured</u> treatment devices (MTDs), and treatment trains using MTDs	Maximum runoff generated from the entire design storm	flow-through MTDs must provide an overall treatment efficiency of at least 80% TSS reduction

CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14-603 (5)(A)

The design storm for sizing all culverts, pipes and channels is changed from the 10-year storm to the 25-year storm matching surrounding cities and towns



CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14-602 (11)

Critical service roads must maintain at least 8' clear with less than 1" of water at the deepest point within the 8' during the 25-year, 24-hour design storm and not be inundated by more than 3" of water over an 8' width during the 100-year, 24-hour design storm.

Other new roads shall be designed to have no more than six inches (6") of road overtopping at the 25-year, 24-hour design storm event.

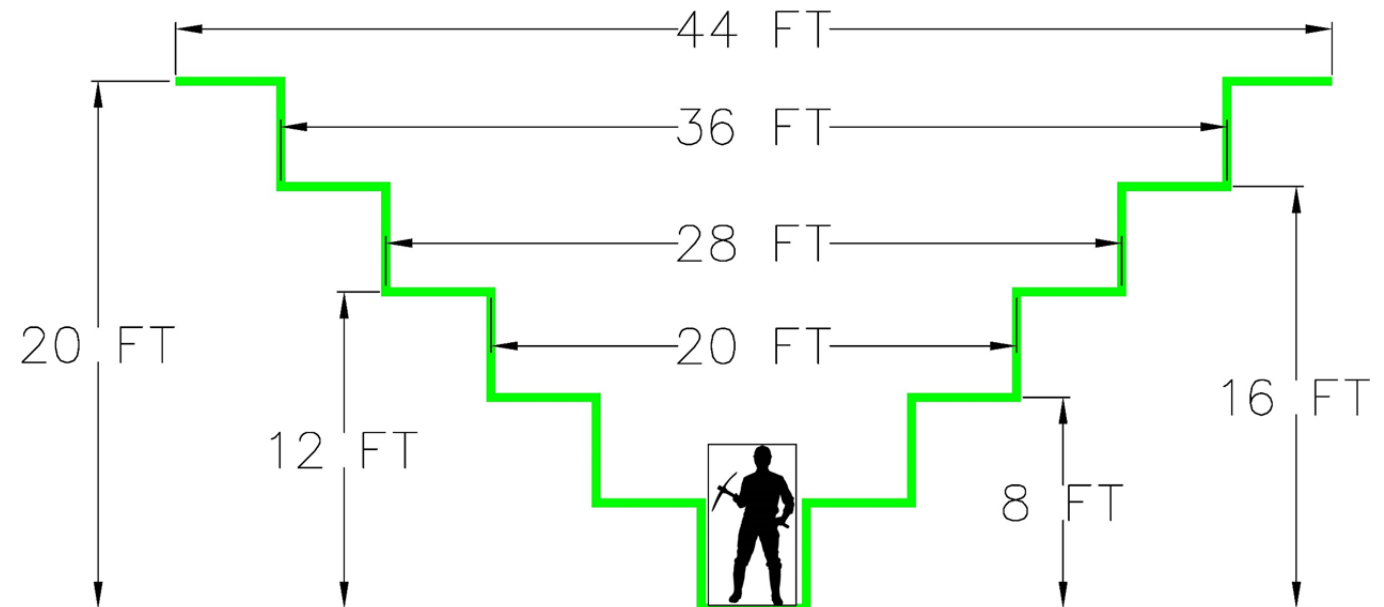
CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14- 603 (5)(C)

More detailed requirements have been provided for engineers regarding the minimum design calculations required to be submitted

- (ii) For Subdivision Construction Drawings:
 - (A) Curb capacity calculations for the 25-year, 24-hour storm (TDOT methodology)
 - (B) Curb inlet capacity calculations for the 25-year, 24-hour design storm including calculations showing bypass-flow (TDOT methodology)
 - (C) Pipe capacity calculations for the 25-year, 24-hour design storm (whether pipe is inlet-, outlet-, or pipe-controlled must be clearly stated) (TDOT methodology)
 - (D) Velocity calculations in all open channels and ditches (worst case slopes shall be used) which supports that the surface treatment proposed for the channel or ditch can handle the velocities (TDOT methodology)

CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14- 603 (5)(N)

- For City employee safety, drainage easement width varies with depth of pipe



CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14-605 (3)

All developments with permanent Stormwater Control Measures (SCMs) will be required to:

1. Submit a long-term maintenance plan and maintenance agreement during the plans review process
2. Submit the city approved maintenance agreement to the County Registrar to be recorded

***THIS IS FOR DEVELOPMENTS
APPROVED AFTER THE ADOPTION
OF THIS ORDINANCE**



CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14-607 (1)

All developments with permanent Stormwater Control Measures (SCMs) will also be required to:

1. Conduct annual inspections of the SCMs in perpetuity
2. Submit annual inspection reports in perpetuity
3. Hire a registered construction professional (Engineer or Landscape Architect) to conduct a Comprehensive evaluation of the SCM's every five years

***THIS IS FOR DEVELOPMENTS APPROVED
AFTER THE ADOPTION OF THIS
ORDINANCE**

CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14-605 (4): WATER QUALITY RIPARIAN BUFFERS

The following activities are permitted within 30' to 60' from the top of bank:

- Public greenways, biking trails, and walking trails
- Private walking and biking trails can also be approved by the City Engineer upon review
- Infiltration based SCMs such as infiltration trenches and biofiltration basins on a case-by-case basis
- Road and utility crossings
- Linear utilities
- The City Engineer may determine that other limited uses are in the best interest of the overall water quality of the City of La Vergne

*ECONOMICS OR CONSTRUCTABILITY OF A DEVELOPMENT CANNOT BE USED AS CRITERIA FOR ALLOWING SUCH USE TO BE PLACED IN THE BUFFER

CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14-605 (4): WATER QUALITY RIPARIAN BUFFERS

If a stream is identified by the State of Tennessee as having unavailable parameters for siltation/sedimentation or as being an Exceptional Tennessee Water, the activities listed above are permitted no closer than 30' from the top of bank.

Additionally, there must be an average of sixty feet (60') of water quality riparian buffer through the development.

The riparian buffer must be measured to the interior edge of the activity listed above.





CHANGES TO STORMWATER MANAGEMENT ORDINANCE: CHAPTER 6, SECTION 14-608 (4)

- Any person responsible for a property or premises, which is, or may be, the source of illicit discharge, will be required to implement, at the persons expense, the SCMs necessary to prevent the further discharge of pollutants to the municipal storm sewer system
- Discharges from existing SCMs that have not been maintained and/or inspected in accordance with this ordinance (or the requirements at the time the Stormwater Control Measure (SCM) was constructed) shall be regarded as illicit



THANK YOU!



QUESTIONS?



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: August 31, 2023

Item Title: **Resolution #2023-17** - 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 #2023-17

Summary:

This is a resolution to declare property as surplus property and to declare disposal of the same.

Background Information:

The Police Department has 79 weapons that have been awarded to the City. Attached to this resolution is a list of weapons that have been authorized for disposal as well as a copy of the judge's order that declares the weapons to be property of the City and authorizes the City to dispose of and sell the weapons. The City typically trades weapons in for new weapons for the department or for accessories or ammunition. We cannot auction these on GovDeals because we can only sell or trade them to a licensed firearms dealer. There is a quote attached from Craig's Firearm Supply, Inc. with an offer to trade the firearms for store credit.

Financial Summary:

If approved, the trade of the weapons to Craig's Firearm Supply, Inc. would save the city \$7,455 that would have been spent on weapons, accessories or ammunition.

Staff Recommendation:

Staff recommends approval.

RESOLUTION #2023-17

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.

<u>Item</u>	<u>Description</u>	<u>VIN / Serial Number</u>
Police Department		
1 Lot of Seized Weapons	Seized and awarded weapons. (See attached list.)	N/A

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 Administrator is hereby authorized to allow the items enumerated in Section 1 of this Resolution to be traded to a licensed gun dealer as a credit toward a future purchase of weapons and/or accessories needed by the Police Department.

Section 3. Effective Date. This Resolution take effect immediately after its passage, the welfare of the City requiring it.

Resolved this the 5th day of September, 2023.

CITY OF LA VERGNE, TENNESSEE

Jason Cole, Mayor

ATTEST:

Bruce E. Richardson, City Recorder

Case #	Make	Model	Caliber	Serial #	Notes
14-021272	COLT	AGENT	0.38	62390R	REVOLVER
15-011054	TAURUS	TCP	380	47278C	**BIOHAZARD**W/2 MAGAZINES
15-013959	ROSSI	357 SNUB	357	YC290012	REVOLVER
16-002934	RUGER	LCP COYOTE	380	37723157	W/MAGAZINE
16-003642	RUGER	9E	9MM	33544236	w/magazine
16-011134	HI-POINT	C9	9MM	P1391055	W/MAGAZINE
16-016454	KELTEC	NONE	9MM	99359	W/MAGAZINE
16-020545	HI-POINT	JCP	40	X7212695	NO MAGAZINE
16-023861	HI-POINT	C9	9	P1541635	**BIOHAZARD**W/1 MAG
16-024531	GLOCK	17	9	BWSR627	W/MAG
16-038159	GLOCK	30	45	VNS000	w/magazine
17-011450	STEVENS	550	12 GAUGE	110412K	
17-017465	GLOCK	22	40	BDT104US	NO MAGAZINE
17-023196	SMITH & WESSON	12-2 AIRWEIGHT	38	61631	REVOLVER
17-025864	KELTEC	P32	32	CUE24	W/MAGAZINE
17-027754	GLOCK	19	9	BCWR707	W/MAGAZINE
17-039308	SPRINGFIELD	XP	45	US643622	W/MAGAZINE
18-007719	HI-POINT	NONE	380	P773770	w/magazine
18-023673	SMITH & WESSON	MP40	40	HSV0199	w/magazine
18-034722	STERLING ARMS	NONE	25	O42270	NO MAGAZINE
18-038168	WALTHER	P22	22	L286613	W/MAGAZINE
18-041499	SMITH & WESSON	SD9VE	9	FWF8582	w/magazine
19-007025	GLOCK	43	9	BHX2022	W/2 MAGS
19-007025	GLOCK	42	380	ACUY323	W/3 MAGS & LIGHT
19-033725	SOTA ARMS	PA 15	MULTI CAL	6659	W/MAGAZINE
19-034093	GLOCK	21	45	GCC853	w/magazine
19-034674	GLOCK	21	45	LKB47.	W/MAGAZINE
19-044640	TAURUS	PT140	40	SAV21249	IN BOX W/2 MAGAZINE
20-001688	TAURUS	MILLENIUM	9	TKN07390	w/magazine
20-001688	TAURUS	G2C	40	SMA05100	W/MAGAZINE
20-002576	GLOCK	22	40	PLR301	W/4 MAGS
20-002576	GLOCK	27	40	XPZ257	w/magazine
20-003848	ROMARM/CUGIR	MICRO DRACO	7.62X39	PMD-09974-18	W/MAGAZINE
20-004820	HI-POINT	C9	9	P1417691	w/magazine
20-004948	ANDERSON MANUFACTURING	AM 15	MULTI	18275039	W/MAGAZINE
20-004951	BERSA	THUNDER 45	45	924812	W/MAGAZINE
20-006199	BERETTA	21A	22LR	DAA415278	W/MAG
20-006630	LORCIN	L9MM	9	L112867	W/2 MAGAZINES
20-009870	TAURUS	G2S	9	TLT03520	W/MAG
20-014939	RUGER	P-SERIES	9	382-61881	W/MAGAZINE
20-017809	SCCY	CPX-2	9	709577	W/MAGAZINE
20-018579	SMITH & WESSON	SD9	9	FYP1128	W/MAGAZINE
20-021999	SMITH & WESSON	SD40VE	40	FCF0371	W/MAG
20-022735	TAURUS	G2L	9	ABB303642	W/MAGAZINE
20-023994	REMINGTON	1911	45	NO2436173	W/MAGAZINE
20-025092	GLOCK	45	9	BLPX682	W/MAGAZINE & BOX
20-025182	Hi-Point	JCP	40	781951	w/magazine
20-028783	H&R	949	22	AG16726	REVOLVER
20-030180	GLOCK	19 GEN 4	9	AEGU128	W/MAGAZINE
20-031097	VECTOR ARMS	SDP	9	919P005875	
20-031354	RUGER	SR22	22	368-07217	W/MAGAZINE
20-032388	TAURUS	709 SLIM	9MM	TKR56155	W/MAGAZINE
20-032507	RUGER	EC9S	9MM	455-87032	W/MAGAZINE
20-034422	TAURUS	G2C	9MM	ABD505557	W/MAGAZINE
20-034889	TAURUS	PT111	9MM	ABD521602	W/2 MAGAZINES
21-000031	SMITH & WESSON	SD9	9MM	FYW8813	W/MAGAZINE

Case #	Make	Model	Caliber	Serial #	Notes
21-001802	SMITH & WESSON	M&P	40	JELD0428	W/MAGAZINE
21-001802	DERRINGER	TA38	38	7552	
21-004633	GLOCK	21	45	VVN554	W/EXTENDED MAG
21-005011	WALTHER	PPS	9	AL1603	w/magazine
21-008291	RUGER	EC9	9	45748496	W/MAGAZINE
21-009845	SMITH & WESSON	M&P 9 SHIELD	9	HLN9845	W/MAGAZINE
21-013955	SCCY	CPX-3	380	A005096	W/MAGAZINE
21-016081	H & K	P30	40	219004981	W/1 MAGAZINE & LASER
21-019734	FIE	Titan	25	130579	w/magazine
21-019819	TAURUS	SPECTRUM	380	IFO58521	W/MAGAZINE
21-019819	RUGER	SP101	357	573-87085	REVOLVER
21-020397	FN HERSTAL		7X28	386384495	W/3 MAGAZINES
21-023177	ROSSI	CYCLOPS	357	AD002152	REVOLVER
21-023999	SPRINGFIELD	ARMORY HELLCAT	9	BA158428	W/2 MAGAZINES
21-023999	SMITH & WESSON	SD9	9	FCZ9090	W/EXTENDED MAG
21-026585	SMITH & WESSON	M&P Shield	9	HSH1821	TWO MAGAZINES
21-032059	RUGER	MAX9	9	350026953	**BIOHAZARD**W/2 MAGAZINES
21-032228	FN HERSTAL	509	9	GKS0064163	W/2 MAGAZINES
22-005795	GLOCK	19	9	BHHD435	W/MAGAZINE
22-018042	SMITH & WESSON	SD40VE	40	FYP4537	W/MAGAZINE
22-027467	GLOCK	21	45	VBH411	W/2 MAGAZINES
23-020852	WALTHER	PP9	9	AP7152	W/MAGAZINE

**IN THE CIRCUIT COURT FOR RUTHERFORD COUNTY, TENNESSEE,
AT MURFREESBORO**

LaVergne Police Department	)		:	
	)			
Petitioner	:			
	)			
vs.	:			No. _____
	)			
UNKNOWN OWNERS, ET AL.,	:			
	)			
Defendants	:			

ORDER

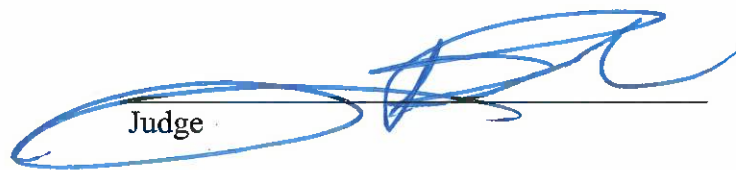
This cause came on to be heard on the 26 day of July, 2023, before the Honorable Lisa A Eischeid, upon the Petition of the LaVergne Police Department to dispose of and sell certain abandoned, confiscated and/or unclaimed property, and the Affidavit of Evidence Supervisor Kristine Keeves dated _____, from all of which the Court finds that this property shall be declared the property of the LaVergne Police Department and disposed of as directed herein;

It is, therefore, ORDERED, ADJUDGED AND DECREED that the Chief of Police of LaVergne Police Department, Tennessee, shall be permitted to destroy and/or sell the property designated in Exhibits 1 (3 Total Pages) to the Affidavit. If said property is sold, all proceeds shall be forwarded to the City of LaVergne General Fund and/or LaVergne Police Department Drug Fund. If said property is traded, all credits will be forwarded to the LaVergne Police Department.

All costs in this cause are hereby waived as to the LaVergne Police Department.

ENTER this 26 day of July, 2023.

Judge



Craig's Firearm Supply Inc.
Police Distributor

8761 Chapman Highway, Knoxville, TN 37920

Phone 865-573-4567 ~ Fax 865-573-0820

mattb@craigsgunfirearms.com

TO: Bobby McCoy PHONE: _____
AGENCY: Lavergne PD EMAIL: _____
DATE: 08/08/23 Quote will be honored for 30 days.

A copy of this quote must accompany your purchase order.
EACH MANUFACTURER MUST HAVE A SEPARATE PURCHASE ORDER.

ALL REMINGTON PRODUCTS REQUIRE A SEPARATE PURCHASE ORDER FOR EACH LINE ITEM.

AGENCIES ARE RESPONSIBLE FOR ALL TAXES

AGENCY ORI NUMBER MUST BE ON ALL PURCHASE ORDERS

PART #	ITEM DESCRIPTION	PRICE	QTY.	EXT.
trade	List of Confiscated/Seized Weapons submitted by Det. Bobby McCoy	\$7,455.00	-1	-\$7,455.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

TOTAL -\$7,455.00

AGENCY ACKNOWLEDGEMENT OF TERMS:

I accept this quote as written:

Agency representative's Signature: _____

Agency representative's printed name:

Please do not pay from this quote. Invoice will follow.

Please call with any questions about this quote.

Thank you,

Matt Brooke

Law Enforcement Sales

CELL:(865) 414-4856

* Govt. agency prices do not include sales tax or FET where applicable

* Prices are due and payable NET 30 days for each invoice

* Trade-In pistols must be in good, serviceable working order

* Deductions made if trade-ins are damaged or not as specified

* Trade-In or exchange pistols must be complete with 3 magazines, working sights, and in original box, unless otherwise noted.

* Trade-In or exchange pistols must be turned in within 30 days after receipt of new Glock pistols.



AGENDA ITEM SUMMARY SHEET

Board of Mayor and Aldermen

Meeting Date: August 31, 2023

Item Title: Approve the Renewal of a License Agreement with Windstream KDL, LLC, to Construct, Maintain, Operate, and Use a Fiber Optic Telecommunications Network Within a Specified Portion of the City's Right-of-Way.

Department: Engineering

Presented By: Kyle Brown

Item Attachments: 1. Windstream Agreement

Summary:

This is a renewal of a license agreement that the city already had in place with Windstream.

Background Information:

The original agreement with Windstream started in 2017 for a small portion of the right-of-way that is on Stones River Road near the railroad crossing. The length of the agreement was for 5 years and the original agreement has expired. The City is requesting a 10-year proposed agreement. The proposed agreement is attached. We are still waiting to hear back from Windstream about whether they are in agreement with the terms of the agreement. We hope to have an answer by Thursday's Workshop.

Financial Summary:

The proposed rate for the use of the City's right-of-way is \$500 per year, which is the same amount that was in the previous agreement.

Staff Recommendation:

Staff recommends approval.

CITY OF LA VERGNE
LICENSE AGREEMENT FOR INSTALLATION AND MAINTENANCE IN ROW

This agreement (hereinafter, also, "Agreement") is entered into by and between CITY OF LA VERGNE, a Tennessee municipal corporation (hereinafter, also, "CITY"), and WINDSTREAM KDL, LLC, a corporation organized and existing under the laws of the state of Kentucky and qualified to do business in Tennessee, with an office at 4001 N. Rodney Parham Rd, Little Rock, AR 72212, and its successors and assigns (hereinafter, also, "UTILITY").

WHEREAS, UTILITY desires to construct, install and maintain fiber optic cable and required appurtenances thereof (hereinafter, also, "Fiber Optic Cable Facilities"), within a specified portion of CITY's right of way described in Exhibit 1 of this Agreement (hereinafter, also, the, "ROW").

NOW, THEREFORE, in consideration of the mutual promises made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Subject to §14-401, et seq., of CITY's municipal code, which is incorporated herein by reference and made a part of this Agreement as if set forth, at length, *verbatim*, and with which UTILITY agrees to comply, CITY does hereby grant to UTILITY a nonexclusive revocable license to construct, install and maintain Fiber Optic Cable Facilities within the ROW for a term of ten (10) years, beginning upon CITY's execution of this Agreement.

2. UTILITY agrees that it shall design, install and maintain its Fiber Optic Cable Facilities in accordance with CITY's ordinances, regulations and rules, and all other applicable law, and that it shall likewise in every respect and at all times comply with CITY's ordinances, regulations and rules, and all other applicable law. In the event of a conflict between this Agreement and CITY's ordinances, regulations and rules, and all other applicable law, CITY's ordinances, regulations and rules, and all other applicable law shall control.

3. UTILITY agrees that CITY shall have the right to limit or revoke the Agreement and terminate this Agreement if CITY determines that doing so is reasonably necessary for the preservation or protection of the health, safety or welfare of the residents or guests of CITY or for the preservation or protection of CITY's property, utilities or infrastructure.

4. If, at any time, CITY determines that any Fiber Optic Cable Facilities need to be relocated within, or removed from, the ROW for any reason, UTILITY shall relocate or remove the same as directed by written notice from CITY. All such costs of relocation or removal, including the cost of relocating any part of the Fiber Optic Cable Facilities shall be borne by UTILITY and not by CITY, except as CITY may subsequently agree. UTILITY shall complete the relocation or removal cooperatively and in the reasonable manner and time as CITY shall specify by written notice, or within such additional time as CITY may authorize. Upon the failure of UTILITY to relocate or remove the Fiber Optic Cable Facilities within the specified time, or such additional time as CITY may authorize, the Fiber Optic Cable Facilities shall be deemed to be abandoned by UTILITY, and UTILITY shall be liable to CITY for the costs of removing such facilities from the ROW. To the extent that UTILITY is required to remove Fiber Optic Cable Facilities from the ROW, UTILITY shall to that extent be relieved of any further obligation under this Agreement to compensate CITY for the use of the ROW. To the extent that UTILITY is allowed to relocate Fiber Optic Cable Facilities to another location within the ROW, UTILITY may elect either to remain under the terms of compensation specified in this Agreement, or UTILITY may choose to enter into a new agreement for the new location.

5. UTILITY shall be responsible for resolving any conflicts with structures, other utilities or appurtenances that are located in the ROW and shall notify the respective owner(s) of any conflicts and secure owner permission for any alterations.

6. UTILITY hereby agrees to indemnify CITY, and its officers, employees and agents, and hold them harmless to the maximum extent allowed under Tennessee law for any and all claims arising from this Agreement or the Agreement, including, without limitation, claims by third parties, and including attorneys' fees and all other costs of preparing for and defending against such claims, regardless of any negligence or fault of CITY. Without limiting the foregoing, UTILITY shall hold CITY and TDOT, and its officers, employees and agents, harmless for any personal injury or property damage, including interruption of service or loss of business, incurred by UTILITY, or its officers, employees or agents, arising from CITY's construction, reconstruction, operation or maintenance of its property, regardless of any negligence or fault of CITY. The indemnification and hold harmless provisions of this Agreement shall survive expiration or termination of this Agreement.

7. UTILITY may not assign or transfer its rights or obligations under this Agreement to another entity or person without first giving written notice to, and obtaining the consent of, CITY, which consent shall not be unreasonably withheld.

8. UTILITY shall at all times have and maintain, and shall provide CITY written proof of, liability insurance policies containing, at a minimum, the following insurance coverage:

- a. Commercial general liability insurance.
- b. Commercial automobile liability insurance for all vehicles owned or used by the UTILITY in any phase of the construction, installation, operation, maintenance or repair of its Fiber Optic Cable Facilities.
- c. All such liability insurance policies shall provide liability coverage in the minimum amount of \$2,000,000.
- d. All such liability insurance policies shall name CITY as an additional insured for the purposes of fulfilling UTILITY's obligations under this Agreement, including without limitation, any and all obligations to indemnify and hold harmless CITY, and its officers, employees and agents.

9. CITY does not grant UTILITY any right, title or claim to any property of CITY and in granting the Agreement does not, in any way, assume the maintenance of Fiber Optic Cable Facilities.

10. UTILITY acknowledges that CITY is permitted to collect a fee that is reasonably related to the CITY's costs associated with owning, managing and maintaining public rights-of-way, and UTILITY agrees that the amount of \$500 per year (the "Annual Fee"), is fair, reasonable and reasonably related to its pro-rata share of CITY's overall costs associated with owning, managing and maintaining public rights-of-way. UTILITY agrees that it will pay CITY compensation for the Agreement in the amount of \$500 per year, which shall be adjusted annually using the Consumer Price Index as described in the Agreement. The parties further agree that \$500 per year is a reasonable estimate of these costs given that the actual costs are indeterminable or difficult to measure at the time of the parties' entry into this Agreement, and that it is the parties' mutual intent that this amount serve as a reasonable measurement of these costs until this Agreement expires or a new cost study is done, whichever occurs first. In the event a new cost study is done by CITY prior to the expiration of this Agreement, a new amount shall be reasonably recalculated in accordance with its findings. Upon written notice, the new amount shall be the basis for future payments by UTILITY, and the parties will reconcile the amounts already paid by UTILITY under this Agreement, such reconciliation to include a refund to UTILITY of excess payments or additional payment to CITY, if applicable, in accordance with the reconciliation. UTILITY specifically acknowledges that its obligation to compensate CITY for use of the ROW is an essential term of this Agreement.

11. Annual Adjustment Based on CPI: The Annual Fee payable under this Agreement shall be subject to an annual adjustment in accordance with the variations in the Consumer Price Index (CPI). Calculation: On each anniversary of the effective date of this Agreement, the Annual Fee shall be adjusted by an amount corresponding to the percentage increase or decrease in the CPI over the previous twelve (12) months. The adjusted fee shall be calculated as follows: $\text{Adjusted Annual Fee} = \text{Current Annual Fee} \times (\text{Current CPI} / \text{Base CPI})$. "Current Annual Fee" means the annual fee payable immediately before the relevant anniversary. "Current CPI" means the CPI as of a month immediately preceding the relevant anniversary. "Base CPI" means the CPI as of the month in which this Agreement becomes effective. Reference Source: The CPI referenced in this clause will be based on the official published figures by the US Bureau of Labor Statistics. In the event that the CPI ceases to be published, the Parties agree to adopt a substantially equivalent index.

12. CITY reserves the right, at any time, to perform work deemed necessary or appropriate by the CITY within the ROW, including, but not limited to, the right to lay, and to permit to be laid, sewer, gas, water, and other pipelines, and electric, telecommunications or other communications cables, wires, and conduits, and to do, and to permit to be done, any underground and overhead work that may be deemed necessary or proper by CITY in, across, along, over or under the ROW, and to change any curb or sidewalk or the grade of ROW. The City shall not be liable to UTILITY for any damages caused by CITY whatsoever.

13. CITY may revoke the Agreement and/or terminate this Agreement at any time upon the breach of this Agreement by UTILITY.

14. The revocable license issued to UTILITY by this Agreement shall become void if UTILITY has not commenced construction and installation of its Fiber Optic Cable Facilities within 60 days of CITY's execution of this Agreement.

15. UTILITY shall complete construction and installation of its Fiber Optic Cable Facilities within 12 months of CITY's execution of this Agreement.

16. UTILITY shall replace or repair, to the satisfaction of CITY, any portion of the ROW, and any structure located in the ROW, damaged or disturbed by UTILITY. In the event such replacements or repairs are not satisfactory to CITY, CITY may make such replacements or repairs at the expense of UTILITY, and UTILITY agrees to reimburse CITY for the total cost of the same, including, without limitation, the cost of labor and materials.

17. UTILITY shall remove its Fiber Optic Cable Facilities from the ROW within 180 days of the expiration or termination of this Agreement. Upon the failure of UTILITY to relocate or remove the Fiber Optic Cable Facilities within the specified time, or such additional time as CITY may authorize, the Fiber Optic Cable Facilities shall be deemed to be abandoned by UTILITY, and UTILITY shall be liable to CITY for the costs of removing such facilities from the ROW.

18. UTILITY shall keep and maintain, and make available to CITY for inspection and copying at CITY's offices upon thirty (30) days' written notice, all books, records, contracts, accounts, documents and papers of UTILITY relating to its operation and construction in the ROW and UTILITY's compliance with this Agreement.

19. UTILITY shall obtain and maintain, at its sole cost and expenses, for the benefit of and filed with CITY, two (2) corporate surety bonds, which must be approved by CITY, each written with a surety company authorized to do business in the State of Tennessee and approved by CITY, in an amount to be determined by CITY. The first bond will guarantee the timely and safe construction and installation of the Fiber Optic Cable Facilities (the "Construction Bond"). The second bond will secure UTILITY's performance

of its obligations and faithful adherence to all requirements of this Agreement (the "License Agreement Bond"). CITY reserves the right to reevaluate the bond amounts after the first year of the term of this Agreement and to adjust the bond requirements or bond amounts from time to time if deemed necessary or prudent by CITY, it being agreed and understood that the Construction Bond will remain in full force and effect until completion and acceptance of the construction and installation of the Fiber Optic Cable Facilities. UTILITY shall provide both of these corporate surety bonds for approval by CITY prior to execution of this Agreement.

19.1. The Construction Bond shall provide, but shall not be limited to, the following condition: there shall be recoverable by CITY, jointly and severally, from the principal and surety, any and all damages, losses or costs, including attorneys' fees, suffered by CITY resulting from UTILITY's construction and installation of the Fiber Optic Cable Facilities, and from the failure of UTILITY to construct and install the same safely and satisfactorily, and to complete construction and installation within the time required by this Agreement.

19.2. The License Agreement Bond shall provide, but shall not be limited to, the following conditions: there shall be recoverable by the CITY, jointly and severally, from the principal and surety, any and all damages, losses or costs, including attorneys' fees, suffered by the CITY resulting from UTILITY's installation, operation or maintenance of its Fiber Optic Cable Facilities, or from its breach of this Agreement.

19.3. The rights reserved to CITY with respect to the bonds are in addition to all other rights and remedies of CITY, whether reserved by this Agreement or authorized by law or equity; and no action, proceeding or exercise of a right or remedy with respect to such bond shall affect any other rights or remedies CITY may have.

20. Any notice required or permitted under this Agreement will be directed to the following representatives or such other address as either party may designate by written notice to the other:

If to Windstream:
Windstream KDL, LLC.
Attn: Franchise
4001 Rodney Parham Road
Little Rock, AR 72212

with copy to:
Windstream KDL, LLC.
Attn: Legal
windstream.legal.notices@windstream.com

If to the City:
Bruce Richardson, City Administrator
5093 Murfreesboro Road
La Vergne, TN 37086
brichardson@laveragnetn.gov

Notices shall be in writing and shall be effective when received via electronic transmission, or private carrier with signature confirmation, or when received in the U.S. mail, certified with return receipt requested, postage pre-paid and addressed to the party as stated above. Electronic notices shall be deemed given when directed to an electronic mail address at which a party has consented to receive such notice.

21. This Agreement may be modified only by a written amendment or addendum, which has been executed and approved by the appropriate officials shown on the signature page of this Agreement.

22. If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

23. This Agreement shall be governed and construed in accordance with Tennessee law, without regard to conflict of law principles. By virtue of entering into this Agreement, UTILITY submits itself to the personal jurisdiction of Tennessee courts. Venue for the adjudication of any claim or cause of action between the parties shall be the Circuit or Chancery Court for Rutherford County, Tennessee.

24. This Agreement forms the entire Agreement between the CITY and UTILITY. Any prior representations, promises, agreements, oral or otherwise, between the parties, which are not embodied in this Agreement, will be of no force or effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

UTILITY: WINDSTREAM KDL, LLC	CITY OF LA VERGNE
By: _____	_____ Jason Cole, Mayor
Printed name: _____	Date: _____
Title: _____	Attest: _____ Bruce Richardson, City Recorder
Date: _____	Approved as to form: _____ Evan Cope, City Attorney



City of La Vergne

5093 Murfreesboro Road • La Vergne, TN 37086

Phone: (615) 793-6295 • Fax: (615) 793-6025

Website: www.LaVergneTN.gov

M E M O

DATE: AUGUST 29, 2023

TO: BOARD OF MAYOR & ALDERMEN

FROM: BRUCE RICHARDSON

RE: STORMWATER APPEALS AND ADVISORY BOARD

<u>Stormwater Appeals and Advisory Board</u>		
Appointed by Mayor, Confirmed by City Council - 4 Year Terms		
Name	Appointed	Term Expires
Earl Garvin Jr. - Chairman	May 2008	December 31, 2025
Vacant (Meghan DeBeaord)		December 31, 2026
Vacant (John "Wade" Dever)		December 31, 2024
Chuck Dillon	November 2016	December 31, 2023
Jeff Moss	May 2022	December 31, 2026
Mary Jane Skinner	February 2006	December 31, 2024
Dennis Waldron	December 2020	Term of Office

We continue to have two vacancies on this committee due to resignations. We have been advertising these positions on Channel 3 and Social Media, but have not received any applications. If we do not receive any applications by Tuesday, September 5, 2023, I will remove this item from the agenda.