



**Agenda for the Regular Meeting of Board of Commissioners
Monday, April 8, 2019 - 7:00 pm
Brentwood City Hall**

Call to Order by Mayor
Roll Call
Invocation by Commissioner Crossley
Pledge of Allegiance to the Flag by Commissioner Dunn
Tennessee General Assembly Joint Resolution for City of Brentwood's 50th Anniversary
Oath of Office - Police Officer Matt Griffin

Approval or Correction of Minutes

March 25, 2019

Comments from Citizens – *Individuals may comment on any item included in the Consent/Regular agenda or on any other matter regarding the City of Brentwood. All comments should be directed to the Board of Commissioners. Citizens who wish to request that an item be moved from the Consent Agenda to the Regular Agenda for discussion should make that known to the Board at this time.*

Report from City Manager
Report from the City Attorney
Reports and comments by Commissioners and Mayor

Note: All matters listed under the Consent Agenda are considered to be routine and will generally be enacted by one motion. Except for any items that are removed from the Consent Agenda, there will be no separate discussion of these items at this time.

Consent Agenda

1. Resolution 2019-30 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH KCS CONSTRUCTION, LLC FOR CROCKETT PARK BALLFIELD ROOF REPLACEMENT, for adoption

2. Resolution 2019-36 - A RESOLUTION AUTHORIZING AN AMENDMENT TO AN AGREEMENT WITH TYLER TECHNOLOGIES, LLC FOR HANDHELD ELECTRONIC CITATION DEVICES FOR POLICE DEPARTMENT, for adoption
3. Resolution 2019-37 - A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH VIGILANT SOLUTIONS, LLC, FOR ADDITIONAL COST OF UPGRADE AND MODIFICATION TO THE COVERT MOBILE LPR SYSTEM, for adoption
4. Resolution 2019-38 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS, FOR A COMMUNICATION SITE LEASE IN GRANNY WHITE PARK, for adoption

Old Business

1. Other old business

New Business

1. Appointment of three (3) members to the Park Board
2. Other new business

A handwritten signature in black ink, appearing to read "Kirk Bednar", with a long horizontal flourish extending to the right.

Kirk Bednar
City Manager

Anyone requesting accommodations due to disabilities should contact Mike Worsham, A.D.A. Coordinator, at 371-0060, before the meeting.

Brentwood City Commission Agenda

Meeting Date: 04/08/2019

Approval or correction of minutes from Regular Scheduled Commission meeting

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Approval or correction of minutes from the March 25, 2019 meeting

Background

Staff Recommendation

Fiscal Impact

Attachments

Draft Minutes

DRAFT

MINUTES OF REGULAR MEETING OF BOARD OF COMMISSIONERS

BRENTWOOD, TENNESSEE

The Brentwood Board of Commissioners met in regular session on Monday, March 25, 2019 at 7:00 pm at Brentwood City Hall.

Present: Vice Mayor Mark Gorman; Commissioner Betsy Crossley; Commissioner Rhea Little; Commissioner Regina Smithson

Absent: Mayor Jill Burgin; Commissioner Anne Dunn; Commissioner Ken Travis

Staff City Manager Kirk Bednar; Assistant City Manager Jay Evans; City Attorney Kristen Corn; City Recorder Holly Earls

Commissioner Crossley led the Invocation. The Pledge of Allegiance was led by Commissioner Little. Vice Mayor Gorman presented the Arbor Day Proclamation.

Approval or Correction of Minutes

March 11, 2019

Moved by Commissioner Rhea Little for approval of the minutes as written, seconded by Commissioner Betsy Crossley

Vote: 4 - 0 Approved - Unanimously

Citizen Comments:

Susannah MacMillan, 6400 Westbourne Drive

Consent Agenda

Resolution 2019-26 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH CUNNINGHAM CONSTRUCTION AND DEVELOPMENT, LLC FOR SEWER PUMP STATION IMPROVEMENTS, for adoption

Resolution 2019-28 - A RESOLUTION AUTHORIZING THE ACQUISITION OF RIGHT-OF-WAY AND EASEMENTS FOR NEW TRAFFIC SIGNAL INSTALLATION AT FRANKLIN ROAD AND FOUNTAINHEAD DRIVE INTERSECTION, for adoption

Resolution 2019-32 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH TDOT FOR UTILITY RELOCATION FOR THE SMITH PARK STREAM MITIGATION PROJECT AS PART OF THE FRANKLIN ROAD WIDENING PROJECT, for adoption

Resolution 2019-35 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH CENTRALSQUARE TECHNOLOGIES FOR THE PURCHASE OF STANDARD INFORM CAD CONSOLE RADIO INTERFACE SOFTWARE AND LICENSING, for adoption

Moved by Commissioner Rhea Little for approval of the items on the Consent Agenda, seconded by Vice Mayor Mark Gorman

Vote: 4 - 0 Approved - Unanimously

Old Business

Ordinance 2019-02 - AN ORDINANCE REZONING PROPERTY LOCATED AT 9551 SPLIT LOG ROAD FROM R-2 (SUBURBAN RESIDENTIAL) TO SI-3 (SERVICE INSTITUTION - CULTURAL, RECREATIONAL AND GOVERNMENTAL), for consideration on second and final reading

Moved by Commissioner Betsy Crossley for passage of Ordinance 2019-02, seconded by Commissioner Rhea Little

Vote: 4 - 0 Approved - Unanimously

New Business

Resolution 2019-29 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH JONES BROS. CONTRACTORS, LLC FOR ROADWAY IMPROVEMENTS TO SUNSET ROAD, for adoption

Moved by Commissioner Regina Smithson for approval, seconded by Commissioner Rhea Little

Vote: 4 - 0 Approved - Unanimously

Resolution 2019-27 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH SULLIVAN ENGINEERING FOR CONSTRUCTION ADMINISTRATION SERVICES FOR SUNSET ROAD WIDENING PROJECT, for adoption

Moved by Commissioner Rhea Little for approval, seconded by Vice Mayor Mark Gorman

Vote: 4 - 0 Approved - Unanimously

Resolution 2019-31 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH NOLENSVILLE/COLLEGE GROVE UTILITY DISTRICT, PROVIDING FOR THE RELOCATION OF THE UTILITY DISTRICT'S WATER LINES IN CONJUNCTION WITH BRENTWOOD'S PLANS FOR ROADWAY IMPROVEMENTS OF SUNSET ROAD, for adoption

Moved by Commissioner Rhea Little for approval, seconded by Commissioner Regina Smithson

Vote: 4 - 0 Approved - Unanimously

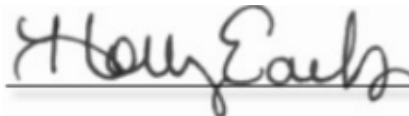
Resolution 2019-33 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION FOR POWER LINE RELOCATION ASSOCIATED WITH IMPROVEMENTS TO SUNSET ROAD, for adoption

Moved by Commissioner Regina Smithson for approval, seconded by Commissioner Betsy Crossley

Vote: 4 - 0 Approved - Unanimously

With no further business, the meeting adjourned at 7:35 pm.

APPROVED _____

A handwritten signature in cursive script, appearing to read "Holly Earls", written over a horizontal line.

Holly Earls, City Recorder

Brentwood City Commission Agenda

Meeting Date: 04/08/2019

Resolution 2019-30- Agreement with KCS Construction, LLC. for Dugout Roof Replacement at Crockett Park

Submitted by: Dave Bunt, Parks & Recreation

Department: Parks & Recreation

Information

Subject

Resolution 2019-30 - Agreement with KCS Construction LLC for dugout roof replacement at Crockett Park

Background

The City of Brentwood recently solicited bids to replace all sixteen (16) dugouts roofs in Crockett Park. This project is scheduled in the current Capital Improvements Program as part of the City's ongoing efforts to maintain its facilities at a very high standard. The City held a mandatory pre-bid meeting on March 13 with three vendors attending. On March 20, the City received two bids with KCS Construction LLC having the lower bid of \$28,596.00.

This amount is within the \$35,000 budgeted for the project and staff feels the quoted price is reasonable for the work to be performed. The City has not conducted any business with this company in the past, but there is no reason to believe that they will not do an excellent job.

Staff recommends approval of this contract with KCS Construction LLC for \$28,596.00. A copy of the bid tab, recommended bid form, and the contract is attached.

If approved, a notice to proceed will be issued on April 9. It is our goal to have the project complete within the next 6-8 weeks

Please direct any questions to the Parks Department Director.

Staff Recommendation

Staff recommends approval of this contract with KCS Construction LLC for \$28,596.00

Previous Commission Action

No previous Commission action on this item.

Fiscal Impact

Amount : \$28,596.00

Source of Funds: Facility Maintenance Fund

Account Number: 312-44400-89600

Fiscal Impact:

This amount is within the \$35,000 budgeted for the project within the Facilities Maintenance Fund.

Attachments

Resolution 2019-30

COB Contract No. 2019-043

KCS Bid form

Bid tab

RESOLUTION 2019-30

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO AUTHORIZE AN AGREEMENT BETWEEN THE CITY OF BRENTWOOD AND KCS CONSTRUCTION LLC FOR CROCKETT PARK BALLFIELD ROOF REPLACEMENT, A COPY OF SAID AGREEMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute an agreement between the City of Brentwood and KCS Construction LLC for Crockett Park ballfield roof replacement, a copy of said agreement being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR Jill Burgin

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn

Contract for Crockett Park Ballfield Roof Replacement

COB Contract No. 2019-043

THIS CONTRACT, entered into this _____ day of _____, 2019, by and between the City of Brentwood, TN, a municipal corporation, hereinafter called the "City" and KCS Construction LLC, herein after called the "Contractor".

W i t n e s s e t h

In consideration of the mutual promises of the parties hereto, they do agree as follows:

Article 1- Scope of This Contract

The Contractor shall be responsible for removing shingles and plywood and installing new plywood and colored tin roofs and trim on (16) sixteen (8x38') dugouts at Crockett Park at 1500 Volunteer Parkway, Brentwood Tennessee as identified in "Attachment A". The work to be done consists of furnishing all labor, materials, supplies, tools, plant and equipment necessary to perform all work and services required for providing *resurfacing* in strict accordance with the terms and provisions of this Contract and the specifications included as part of the "Contract Documents for Crockett Park Ballfield Roof Replacement."

All work must be complete no later than 60 days from the date of authorization to proceed and must be complete by June 15, 2019 unless agreed to by the City.

In performance of this Contract, the Contractor binds itself to the City to comply fully with all provisions, undertakings and obligations hereinafter set forth.

Article 2 - Changes

- A. The City may, by written order, make changes in the specifications of this Contract with the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.
- B. Should the Contractor encounter conditions materially different from those shown in the specifications, the City shall be notified immediately of such conditions before proceeding further. The City shall thereupon promptly investigate the conditions and if it finds that they do materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.
- C. Except as otherwise herein provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.

Article 3-Inspections

All materials, workmanship, and services shall be subject to inspections, examinations, tests and approval by the City at any and all times during the performance of this Contract. The City shall have the right to reject materials and/or workmanship and require replacement or correction. Rejected materials or workmanship shall be satisfactorily corrected without charge therefor. If the Contractor fails to proceed at once with the replacement of materials or such corrective work, then the Contractor shall be liable for all direct cost occasioned in the performance thereof.

Article 4-Site Investigation

The Contractor represents that it has visited the site(s) and determined the nature of the work and the difficulties and facilities attending execution of the work, and all other matters which can in any way affect the work under this Contract.

Article 5-Delays, Damages

If the Contractor refuses or fails to execute the work according to the specified frequencies, as such frequencies may be modified at the City's instruction, the City may terminate the Contractor's right to proceed. In such event, the City may take over the work and prosecute the same to completion by Contract or otherwise, and the Contractor shall be liable to the City for any excess costs occasioned thereby. If the Contractor's right to proceed is so terminated, the City may take possession and utilize in completing the work such materials, appliances, and plants as may be on the site of the work and necessary therefor.

Article 6-Payment

As consideration for performing all work and services set forth in this Contract, the City agrees to pay the Contractor when work is complete in accordance with the prices set forth in the Attachment(s) to the bid form as submitted by Contractor and accepted by the City, subject to adjustments provided for herein. Payment will be made within fifteen (15) days after the submission of the invoice therefor, subject to the additional requirements of Article 7 regarding *Final Payment*.

Article 7-Final Payment

Upon completion of the work and services covered by this Contract and before final payment, the Contractor must furnish evidence to satisfy the City that all suppliers of materials used and all employees and other laborers and subcontractors working for the Contractor pursuant to the Contract have been fully paid. Upon final payment, the City is to be released from all liability whatsoever growing out of this Contract.

Article 8-Indemnification by Contractor

The Contractor hereby agrees to protect, indemnify and save harmless the City from and against any and all loss, expense, damages, charges and costs (including court costs and counsel fees) for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor or any subcontractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for the Contract, except such injury, destruction or death as may be caused by the negligence or fault of the City.

Article 9-Rate of Progress

Notwithstanding any other provisions in this Contract, the Contractor shall furnish sufficient labor, materials, supplies, tools and equipment, and shall work such hours, including overtime, and/or holidays, as may be necessary to carry out the work in accordance with the approved schedules for its completion not later than the respective times allowed for completion set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations set forth in the preceding sentence after receipt of any written directive or request by the City that the Contractor furnish additional labor materials, supplies, tools and equipment, and/or work additional hours, including overtime, and/or holidays, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

Article 10-Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes and regulations.

Article 11-Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Comprehensive General Liability, Worker's Compensation and Property Damage Insurance.

Each policy shall contain a requirement that, in the event of change or cancellation, thirty (30) days prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligations:

Policies providing the following minimum insurance coverage shall be maintained:

Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$500,000 each occurrence

The Contractor may purchase, at its own expense, such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above required policies.

Article 12-Permits and Licenses

The Contractor shall obtain, at the Contractor's expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

Article 13-Subcontracting as Assignment

- A. The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.
- B. The Contractor shall not award, assign, transfer or pledge any work to any Subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the City may require.

- C. The Contractor shall be fully responsible to the City for the acts and omissions of Subcontractors, and of persons either directly or indirectly employed by said Subcontractor, as the Contractor is for the acts and omissions of persons directly or indirectly employed by the Contractor.
- D. The Contractor shall make a condition of all Subcontracts and/or cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors insofar as applicable to the work of Subcontractor and to give the Contractor the same power as regards termination of any Subcontract that the City may exercise over the Contractor under any provision of the Contract Documents
- E. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City.

Article 14-Superintendence by the Contractor

The Contractor shall give its personal superintendence to the work or have a competent foreman or superintendent satisfactory to the City on the site at all times during the progress of the work, with authority to act for it.

Article 15-Termination of Contract for Cause

If, though any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specify the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Article 16-Antidiscrimination

The Contractor, in performing the work or furnishing the services covered by this Contract, shall not discriminate against any person seeking employment with or by the Contractor because of race, creed, color or national origin.

Article 17-Personnel

The Contractor represents that it has, or will, secure at the Contractor's expense, all personnel required to perform the work and services outlined in this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

All of the services required hereunder will be performed by the Contractor or under the Contractor's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local laws to perform such services.

Article 18-Reports and Information

At such times and in such forms as the City may require, the Contractor shall furnish to the City such periodic reports as are requested by the City pertaining to the work and services covered by this

Contract, the costs and obligation incurred in connection herewith, and any other matters covered by this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of this day and year first above written, the City of Brentwood, Tennessee, by its Mayor, by authority duly given.

CITY OF BRENTWOOD, TENNESSE

KCS CONSTRUCTION LLC

By: _____
Jill Burgin, Mayor

By: _____
Authorized Officer Signature

Attest: _____
Holly Earls, Recorder

Name (print): _____

Title: _____

Attachment A - Bid FormSubmitted March 20, 2019

To: Dave Bunt, Parks Director
 Brentwood Parks and Recreation Department
 P.O. Box 788
 Brentwood, Tennessee 37024-0788

RE: **Crockett Park Ballfield Roof Replacement**
 City of Brentwood, Tennessee

Director:

The undersigned, as Bidder, hereby declares that this Bid is made without any expressed or implied connection (financial or otherwise) with any other person or company or parties making bid on the above-named Project; and that this Bid is, in all respects, fair and submitted in good faith without collusion or fraud.

The undersigned as Bidder or Bidder's authorized representative acknowledges by his signature that he has visited and examined the site(s) of the proposed work and has received and examined the documents for the completion of the above-mentioned Project and has fully considered their provisions in his bid. The Bidder further acknowledges that he has received the following Addenda:

Addendum No. NA Date:

Addendum No. NA Date:

In submitting this Bid, the Bidder agrees to the following:

1. To hold open and honor the Bid until Contract begins.
2. To enter into and execute a Contract, if awarded, on the basis of this Bid, and to furnish the required bonds and certificates (proof of insurance).
3. To perform in full and complete in accordance with the shown, noted, described and reasonably intended requirements of the specifications and the Contract Documents and to supply all labor, materials, transportation and appliances to complete the work to the full and entire satisfaction of the City of Brentwood for the amounts listed.
4. To begin the work upon notification of the acceptance of the Bid and to time all work procedures in accordance with the Specifications and Contract Documents.

The Bidder agrees to perform the work in the Base Bid for this project for the price of (provide amount in both words and figures below):

Twenty-Eight Thousand, Five hundred, Ninety-Six and Zero cents

(\$ 28,596.00) Dollars

The Bidder or Bidder's authorized representative acknowledges that it has read, understood, and has included executed copies with its submittal the following forms:

☒ **Attachment B – Iran Divestment Certification Form**

☒ **Attachment C – Affidavit of Non-Collusion**

The Bidder or Bidder's authorized representative acknowledges by the signature below that the Bidder agrees to the requirements contained in the Contract Documents and Specifications, and, that should the City award the Contract to the Bidder, the City may rightfully collect the sum of the bid bond in the event the Bidder fails to execute a Contract with the Owner, or fails to commence performance as directed by the City, or fails to provide a certificate of insurance as required by the Contract.

The required Bid Security in the amount of Five (5%) Percent of the total of the Base Bid accompanies this bid.

Please Print:

Name of Firm/Company: KCS Construction, LLC

Address: PO Box 1939, Columbia TN 38402

Signed by: Wade Kucak Date: 3/19/19

(Print Name)

Signature: [Signature] Date: 3/19/19

Note: *If a corporation, Bid must be signed by a person authorized by the corporation by-laws to bind it to a contract.*

ATTACHMENT B**IRAN DIVESTMENT ACT REQUIREMENTS**


Pursuant to *Tennessee Code Annotated* § 12-12-106 (as enacted by Chapter 817 of the Public Acts of 2016) the chief procurement officer for the State of Tennessee shall publish a list of persons determined to be engaging in investment activities in Iran. The list is to be posted on the website of the State of Tennessee. When competitive bidding is required, *Tennessee Code Annotated* § 12-12-111 requires every bid or proposal submitted to a local government for goods or services to include the following statement, subscribed or affirmed by the bidder as true under the penalty of perjury:

CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to *T.C.A.* § 12-12-106.




 Signature




 Date



 Printed Name



 Title



 Name of Firm/Company

ATTACHMENT C

Affidavit of Non-Collusion a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the City of Brentwood, Tennessee

State of Tennessee)

) SS

County of Davidson County)

Affiant, Wade Kincaid , deposes and makes oath that:

(printed name of person signing Affidavit)

1. He or she is the Wade Kincaid of (Owner or Authorized Partner, Officer, Representative or Agent of Owner) KCS Construction LLC , (legal name of entity submitting bid or proposal) the Bidder or Proposer who has submitted the attached bid or proposal;
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Brentwood or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Brentwood or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that T.C.A. §6-54-107, prohibit any member of the Board of Commissioners, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

[Signature]

(signature of Affiant)

Member

(title of Affiant)

Sworn and subscribed to before me this 19th day of March , 20 19

Teresa H. Cheatham My Commission Expires: 11/18/19



BID TABULATION – CITY OF BRENTWOOD

Crockett Park Ballfield Roof Replacement

Wednesday, March 20, 2019 10:00 a.m.

BIDDER	BASE BID	NOTES
KCS Construction, LLC	\$28,596.00	
Maury Fence Company of TN, Inc.	\$39,600.00	

*Apparent Low Bid

cc: Kirk Bednar
Jay Evans
Richard Parker
Dave Bunt
Holly Earls (files)

Brentwood City Commission Agenda

Meeting Date: 04/08/2019

Resolution 2019-36 - Amendment to Agreement with Tyler Technologies for the Purchase of Handheld Electronic Citation Devices for the Police Department

Submitted by: Tommy Walsh, Police

Department: Police

Information

Subject

Resolution 2019-36 - A Resolution Authorizing an Amendment to the Agreement with Tyler Technologies for the Purchase of Handheld Electronic Citation Devices for the Police Department.

Background

The FY 2019 Non-Routine work plan for the Police Department included the replacement of existing handheld ticket writers. It additionally includes the adoption of a \$5 municipal court fee intended to help offset some of the costs associated with the purchase. For the past several months PD staff has been researching the best available devices that are compatible with our current court software.

In 2014, the Police Department purchased new court and records management system (RMS) software from Tyler Technologies and Brazos. An important piece of that purchase was mobile ticketing software and 20 handheld devices, which allowed officers in the field to issue electronic citations for the first time. Since 2014, officers have been using the devices to issue all PD traffic-related citations. Officers share the devices since there were not enough purchased initially for each officer. In order to upload citation data from the device it has to be placed in a docking station at PD Headquarters.

The devices currently being used by officers in the field are no longer covered by a warranty and while still functional, are in relatively poor overall condition. There are 18 devices currently available for use and many of those have minor damage. Additionally, the capability of the devices, while good in 2014, is substantially less than newer devices offer.

After researching the best available units which are compatible with Tyler/Brazos and conducting testing with multiple devices, the PD has identified the Zebra TC70 as the preferred replacement. The TC70 is similar in size and design to a smart phone, but offers a ruggedized case and many features not available on the current device. The TC70 will allow an officer to scan a driver's license and vehicle registration quickly and that information will be imported directly into the citation form. It will also upload citation

information over a Wi-Fi signal eliminating the need for officers to bring the device into PD Headquarters to be docked.

To make officers more efficient and to potentially eliminate some of the wear and tear associated with sharing devices, PD staff is recommending that each officer be assigned an individual device. Each unit would be kept in the officer's patrol vehicle while not in use where it will be securely docked in a charger. Once a citation is issued, the information will upload automatically from the secure network connection in the vehicle into the PD court software.

In order to provide a device for each Patrol Officer, PD is requesting to purchase 49 Zebra TC70 devices and associated hardware. Twenty-nine additional licenses will also need to be purchased from Tyler/Brazos to provide licenses for all of the units including the 20 licenses purchased in 2014. Tyler Technologies has provided a quote of \$78,640 for 49 devices and associated licenses, software and hardware. PD had initially budgeted \$50,000 for this purchase in the regular operating budget. The additional funds required for this purchase will be allocated near the end of FY 2019 by a budget amendment, if needed.

This purchase will be made using the Sourcewell (formerly NJPA) purchasing alliance of which both Tyler and the City of Brentwood are members. An amendment to the original 2014 agreement with Tyler Technologies is attached for review.

Staff recommends approval of a resolution to authorize an amendment to the agreement with Tyler Technologies for the purchase of 49 Electronic Citation Devices. Please contact the Chief of Police with questions.

Staff Recommendation

Staff recommends approval of a resolution to authorize an amendment to the original agreement with Tyler Technologies for the purchase of handheld electronic citation devices.

Fiscal Impact

Amount : \$78,640.00

Source of Funds: Annual Operating Budget

Account Number: 110-42100-83540

Fiscal Impact:

A total of \$50,000 was allocated in PD's FY 2019 budget for this purchase. Due to the number of devices, licensing fees and other costs the total cost is substantially more than was budgeted. Additional funds will be allocated through a budget amendment at the end of the FY to fund the balance of this purchase if sufficient savings are not realized from other areas of the Police Department operating budget.

Attachments

Resolution 2019-36

Contract No. 2019-042

Brochure

Spec Sheet

RESOLUTION 2019-36

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND TYLER TECHNOLOGIES, INC. FOR HANDHELD ELECTRONIC CITATION DEVICES FOR THE POLICE DEPARTMENT, A COPY OF SAID AMENDMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute an amendment to an agreement by and between the City of Brentwood and Tyler Technologies, Inc. for handheld electronic citation devices for the Police Department, a copy of said amendment being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR

Jill Burgin

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the City of Brentwood, with offices at 5211 Maryland Way, Brentwood, TN 37027 ("Client").

WHEREAS, Tyler and the Client are parties to Contract ID# 2014-0129 signed by Client on July 28, 2014 (the "Agreement");

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 35102.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #110515 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 110515-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS Client desires to purchase off the Sourcewell contract to procure public safety software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

WHEREAS, Tyler and Client now desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software, hardware and services set forth in Exhibit 1, 2 and 3 to this Amendment are hereby added to the Agreement.
2. The terms and conditions contained in Exhibit 2, including the associated schedules thereto, only apply to the Brazos Components listed in the Amendment Investment Summary.
3. The following payment terms, as applicable, shall apply:
 - a. *License Fees*: License fees are invoiced upon the Amendment Effective Date.
 - b. *Maintenance and Support Fees*: Associated maintenance and support fees will be invoiced on a pro rata basis beginning on the first day of the month following the Amendment Effective Date, and thereafter in a lump sum amount together with Client's then-current maintenance and support fees for previously licensed software.
 - c. *Professional Services*: Professional services are billed as delivered and invoiced as incurred. Payment for Professional Services are due 45 days after the date of invoice.
 - d. *Hosting Fees*: Hosting Fees for the Tyler Software identified on the Amendment Investment Summary are invoiced annually in advance on the Amendment Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

- e. *Third Party Hardware:* Third Party Hardware costs are invoiced upon delivery.
- f. *Expenses:* The service rates in the Amendment Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached as Exhibit 3. Copies of receipts will be provided on an exception basis for an administrative fee. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

- 4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of Brentwood, TN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date

Investment Summary prepared in accordance with Sourcewell Contract #110515-tti.

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Quoted By: Debbie Trainor
 Quote Expiration: 8/20/2019
 Quote Name: City of Brentwood-Brazos Additional Units
 Quote Number: 2019-67616-2
 Quote Description: eCitations - TC70s

Sales Quotation For
 Chief Thomas Walsh
 City of Brentwood
 5211 Maryland Way Ste 1000
 Brentwood, TN 37027-5011
 Phone: +1 (615) 371-0160
 Email: thomas.walsh@brentwoodtn.gov

Tyler Software

Description	Quantity	License	Software Total	Year One Maintenance
Brazos				
eCitation - Brazos Rapid Extension Framework - PDA	29	\$23,200	\$23,200	\$4,872
		<i>Sub-Total:</i>	\$23,200	\$4,872
		<i>Less Discount:</i>	\$4,408	
		TOTAL:	\$18,792	\$4,872

Tyler Software and Related Services - Annual

Description	Quantity	Unit Price	Annual Fee
Brazos			
Brazos Hosting Fee	1	\$1,624	\$1,624
		TOTAL:	\$1,624

Professional Services

Description	Quantity	Unit Price	Extended Price
Set-Up & Configuration for hardware platform - HANDHELD	1	\$0	\$0
4 hours (one half day) of remote End User Training	1	\$500	\$500
Set Up Fees - Third Party Hardware	3	\$0	\$0
		TOTAL:	\$500

Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance
CRD-TC7X-SE5EU1-01 / Zebra EVM, TC7X, 5 Bay Ethernet Cradle	2	\$472	\$0	\$944	\$0
CHG-TC7X-CLA1-01 / Zebra EVM, TC7X, Auto Charger-Cigarette Adapter	49	\$77	\$0	\$3,773	\$0
CBL-DC-382A1-01 / Zebra EVM, TC7X, MC67, US DC Line Cord, Multi-Slot CRD	2	\$19	\$0	\$38	\$0
PWR-BGA12V108W0WW / Zebra EVM, TC7X, Power Supply, Multi-Slot CRD	2	\$67	\$0	\$134	\$0
TC700H-KC11ES-NA / Zebra EVM, HH, TC70	49	\$1,111	\$0	\$54,439	\$0

23844-00-00R / Zebra EVM, US AC Line Cord, grounded	2	\$10	\$0	\$20	\$0
TOTAL:				\$59,348	

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$18,792	\$4,872
Total Tyler Annual	\$0	\$1,624
Total Tyler Services	\$500	\$0
Total Third Party Hardware, Software and Services	\$59,348	\$0
Summary Total	\$78,640	\$6,496



Exhibit 2

Additional Terms for Brazos Components

We will provide you with the Brazos components of Tyler Software indicated in the Amendment Investment Summary. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:

- 1.1. **"Brazos Components"** means the Brazos software components of Tyler Software identified in the Amendment Investment Summary.
- 1.2. **"Hosting Services"** means the hosting services Tyler will provide for the Brazos Components for the fees set forth in the Amendment Investment Summary. Terms and Conditions for the Hosting Services are set forth in this exhibit.
- 1.3. **"SLA"** means the service level agreement applicable to the Hosting Services for the Brazos Components. A copy of Tyler's current SLA is attached hereto as Schedule 1 to this exhibit.
- 1.4. **"Third Party Services"** means the services provided by third parties, if any, identified in the Amendment Investment Summary.

2. Hosting Terms for Brazos Components.

- 2.1. We will either host or engage Third Party Services in order to host the Brazos Components set forth in the Amendment Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit, and the other applicable terms of this Amendment. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advance written notice to you of our intention to do so.
- 2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the Brazos Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.
- 2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.
- 2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.



Exhibit 2

Schedule 1

Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process, attached hereto as Schedule 1 to this exhibit. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation you provide must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, outlined above, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

We will respond to your Downtime report within thirty (30) days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to your confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken at no additional cost to you.
100%	95-97%	Remedial action will be taken at no additional cost to you. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to you. 5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and

will coordinate to the greatest extent possible with you. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

Force Majeure

You will not hold us responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.



Exhibit 2

Schedule 2

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones.

Tyler's Brazos eCitations solutions offers 24/7 support of the product and software.

Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at

Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages

clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit 3

Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the

specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon

Lunch and dinner

Depart after 12:00 noon

Dinner

Return Day

Return before 12:00 noon

Breakfast

Return between 12:00 noon & 7:00 p.m.

Breakfast and lunch

Return after 7:00 p.m.*

Breakfast, lunch and
dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit 3
Statement of Work

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Statement of Work

Enterprise Group, Tyler Technologies

Prepared for:

Brentwood Police Department
5221 Maryland Way, Brentwood, TN 37027

Prepared by:

Debbie Trainor
5519 53rd Street, Lubbock, TX 79414
Tyler Technologies, Inc.
www.tylertech.com

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6	GLOSSARY	45

1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project scope, methodology, roles and responsibilities, implementation stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer the City of Brentwood the opportunity to make the City **more accessible and responsive** to external and internal customer needs and **more efficient** in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City's functional area utilizing the Tyler product. Refer to Scope of Services section for information containing detailed product components.

[PRODUCT]	[FUNCTIONALITY]
Brazos	eCitations

1.3 Project Timeline

The Project timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-Stage Process specifically designed to focus on critical Project success measurement factors.

Tailored specifically for Tyler's public sector clients, the Project methodology contains Stage acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the Project methodology repeats consistently across Phases, and is scaled to meet the City's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other Project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational change management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City steering committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the City's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The City's project manager(s) coordinate Project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City project manager(s) will be responsible for reporting to the City steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the City project manager(s) and the Project as a whole and through participation in regular internal meetings, the City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also provides support to the City project manager(s) by communicating the importance of the Project to all impacted departments. The City steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the Project team, for making timely decisions on critical Project issues or policy decisions. The City steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The City's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Project team members, implementation consultants, the overall implementation schedule, and serves as the primary point of contact with the City. If requested, the Tyler project manager(s) provide regular updates to the City's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the City management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the Project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation Project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the Project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the particular Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The City and Tyler have the ability to allocate additional internal resources if needed. The City also ensures the alignment of their budget and Scope expectations.
- The City and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and the City provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, schedule, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the City project manager(s) a minimum of ten (10) business days prior to any key Deliverable due dates.
- City users complete prerequisites prior to applicable scheduled activities.
- Tyler provides options for configuration and processing options available within the Tyler software. The City is responsible for making decisions based on the options available.
- In the event the City may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City's responsibility to define, document, and implement.
- The City makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the Project schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services beyond the budgeted hours out of Scope and requires additional hours be requested via Change Request approved through the Change Control process.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project schedule.

3.2 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.
- The City has in place all hardware, software, and technical infrastructure necessary to support the Project.

- The City's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City does not meet minimum standards of Tyler's published specifications.

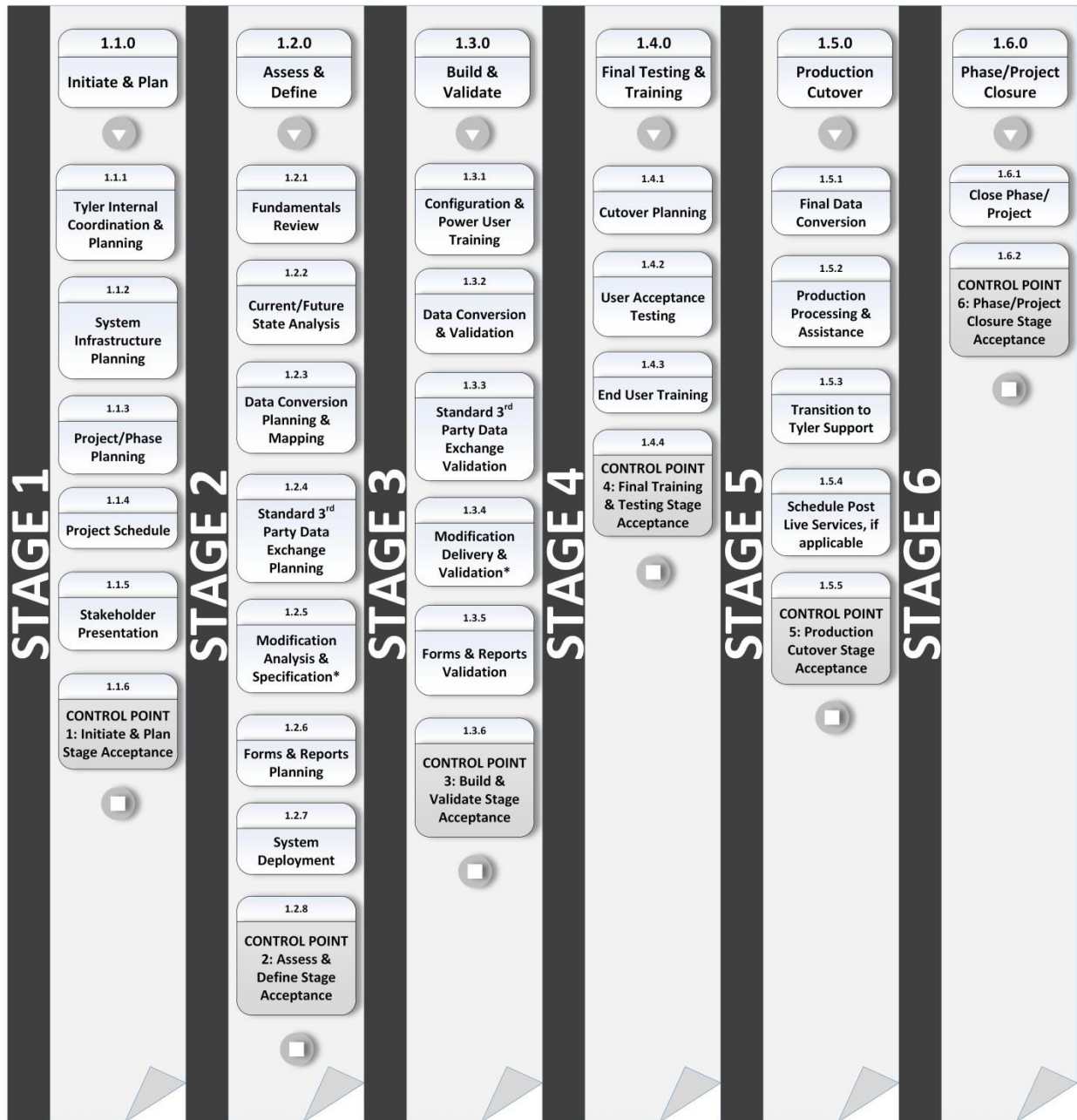
3.3 Education

- During live and onsite training, the City provides a training room for Tyler staff to transfer knowledge to the City's resources, as well as a place for the City staff to practice what they have learned without distraction. If Phases overlap, the City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The City determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two people at a given workstation.
- The City provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City provided projector, allowing all attendees the ability to actively engage in the training session.
- The City testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The City is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing User Acceptance Testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City and Tyler Project management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City participation in gathering information is critical. Tyler Project management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns project manager(s). Tyler provides the City with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with Sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City's team. During this step, Tyler will work with the Client to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler project manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and Phase coordination		A	R					C												

4.2.2 System Infrastructure Planning

The City provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City's site. The City completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by the City and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			–				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

The City stakeholders join Tyler Project Management to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
	Present overview of Project Deliverables, Project schedule and roles and responsibilities		A	R	I				I	I	I	C	I	I	I	I		I	I	I
	Communicate successful Project criteria and goals			I						R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the City's Project.
 - Scope: The Implementation Management Plan addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: the City reviews and acknowledges receipt of Implementation Management Plan
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: the City acceptance of schedule based on City resource availability and Project budget and goals

4.2.6.2 Initiate & Plan Stage Control Point Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current the City business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City collaboration. The City shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Fundamentals Review																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.3.3 Current/Future State Analysis

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the City, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.4 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City reviews the specifications and confirms they meet the City's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a City business process change. It is the responsibility of the City to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for City approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the City will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted custom program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.5 Forms & Reports Planning

The City and Tyler project manager(s) review Forms and Reporting needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either City-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

4.3.6 System Deployment

The Tyler technical services team installs Tyler Applications on the server and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

4.3.7 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.7.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to City business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: City acceptance of completed Questionnaire based on thoroughness of capturing all City business practices to be achieved through Tyler solution.
- Modification specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the custom program meets the City's needs.
 - Scope: Design solution for Modification.
 - Acceptance criteria: City accepts Custom Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms options and/or packages
 - Objective: Provide specifications for each City in Scope form, Report and output requirements.
 - Scope: Complete Forms package(s) included in agreement and identify Reporting needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
 - Objective: Installation of purchased Tyler software
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City team members are trained on applicable system administration tasks.

4.3.7.2 Assess & Define Stage Control Point Acceptance Criteria

- Tyler software is Installed
- Fundamentals review is complete
- Required Form information complete and provided to Tyler
- Current/Future state analysis completed; Questionnaires delivered and reviewed

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the City's needs identified during the Assess and Define Stage, preparing the City for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the City Power Users to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Configuration & Power User Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
			A	R								I	R		I					
			A	R								I	C	I	C				I	
			I	C								A	C		R			C		
Perform configuration																				
Power User process and Validation training																				
Validate configuration																				

4.4.2 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the City for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted custom program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted custom program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted custom program(s)			I	I			I					A	R		C			C		
Make corrections to contracted custom program(s) as required		A	I	C	I		R					I	C		C			I		

4.4.3 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Forms & Reports Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
			A	R								I	C		C			I		
	Standard Forms & Report Training																			
	Test Standard Forms & Reports			I	C		C					A	C		R			C		

4.4.4 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.4.1 Build & Validate Stage Deliverables

- Installation of Modifications on Tyler server(s)
 - Objective: Deliver Modification(s) in Tyler software.
 - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
 - Acceptance criteria: the City acknowledges Delivery of Modification(s) meeting objectives described in the City-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review.
 - Scope: Installation of all Standard Forms & Reports included in the Agreement.
 - Acceptance criteria: City acknowledges that Standard Forms & Reports available in Tyler software for testing in Stage 4.

4.4.4.2 Build & Validate Stage Control Point Acceptance Criteria

- Application configuration completed
- Standard Forms & Reports delivered and available for testing in Stage 4
- Modifications delivered and available for testing in Stage 4
- The City and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the City review the final cutover plan. A critical Project success factor is the City understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

The City and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline cutover tasks to help prepare the City for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C						I	I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The City performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept custom program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City processes that will be delivered via group training, webinar, eLearning and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City users who attended the Tyler sessions may train any City users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
 - Acceptance criteria: City acknowledges the checklist delivery including definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: City acknowledges that Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed
- Modification(s) tested and accepted, if applicable
- Standard Forms & Reports tested and accepted
- User acceptance testing completed
- End User training completed

4.6 Production Cutover (Stage 5)

The City and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City begins processing day-to-day business transactions in the Tyler software. Following production Cutover, the City transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Production Processing & Assistance

Tyler staff collaborates with the City during production cutover activities. The City transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						—	—	A	R	R	R	R	R	R	—	—
Provide production assistance			A	R				C				—	C	C	C	C	C	C		

4.6.2 Transition to Tyler Support

Tyler project manager(s) introduce the City to the Tyler Support team, who provides the City with day-to-day assistance following production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.3 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with the City project manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.6.4 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.4.1 Production Cutover Stage Deliverables

- Support transition documents
 - Objective: Define strategy for on-going Tyler support.
 - Scope: Define support strategy for day-to-day processing, conference call with the City project manager(s) and Tyler Support team, define roles and responsibilities, define methods for contacting Support.
 - Acceptance criteria: the City acknowledges receipt of tools to contact Support and understands proper support procedures.

4.6.4.2 Production Cutover Stage Control Point Acceptance Criteria

- Processing is being done in Tyler production
- Transition to Tyler Support is completed
- Post-live services have been scheduled, if applicable

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The City and Tyler project manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler project manager(s) review the Project budget and status of each contract Deliverable with the City project manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
	Review outstanding Project activities and develop action plan	A	R	C								C	C	I	C	I		C		
	Review Project budget and status of contract Deliverables	A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget.
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Control Point Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned
- Phase/final Project budget has been reconciled
- Tyler Deliverables for the Phase/Project are complete

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns project managers prior to the start of each Phase of the Project. The project manager assigns other Tyler resources as the schedule develops. One person may fill multiple Project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy
- Authorizes required Project resources
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process
- Offers additional support to the Project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation Project tasks and decisions
- Acts as the counterpart to the City's executive sponsor

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the City steering committee.
- Assigns Tyler Project personnel
- Works to resolve all decisions and/or issues not resolved at the Project management level as part of the escalation process
- Attends City steering committee meetings as necessary
- Provides support for the Project team
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors Project progress including progress towards agreed upon goals and objectives

5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the Project schedule and budget, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
 - Validates contract compliance throughout the Project
 - Ensures Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Prepares and presents contract milestone sign-offs for acceptance by City project manager(s)
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance
- Planning

- Update and deliver Implementation Management Plan
- Defines Project tasks and resource requirements
- Develops initial and full scale Project schedule
- Collaborates with City project manager(s) to plan and schedule Project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently
 - Establishes and manages a schedule and resource plan that properly supports the Project Plan as a whole that is also in balance with Scope/budget
 - Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City any items that may negatively impact the outcomes of the Project
 - Collaborates with the City's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project
 - Sets a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, current status and health of the Project
- Team Management
 - Acts as liaison between project team and Tyler manager(s)
 - Identifies and coordinates all Tyler resources across all modules, Phases, and activities including development, conversions, Forms, Installation, Reporting, implementation, and billing
 - Provides direction and support to Project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover checklist
 - Assesses team performance and adjusts as necessary
 - Interfaces closely with Tyler developers to coordinate program Modification activities
 - Coordinates with in Scope third party providers to align activities with ongoing Project tasks

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s)
- Performs problem solving and troubleshooting
- Follows up on issues identified during sessions
- Documents activities for on site services performed by Tyler
- Recommends guidance for testing Forms and Reports
- Tests software functionality with the City following configuration

- Assists during Cutover process and provides production support until the City transitions to Tyler Support
- Provides product related education
- Effectively facilitates training sessions and discussions with City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time
- Conducts training (configuration, process, conversion Validation) for Power Users and the City's designated trainers for End Users
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project schedule
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training needs, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action

5.1.5 Tyler Sales

- Provide sales background information to implementation during Project Initiation
- Support sales transition to implementation
- Provide historical information, as needed, throughout implementation

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system
- Provides issue analysis and general product guidance
- Tracks issues and tickets to timely and effective resolution
- Identifies options for resolving reported issues
- Reports and escalates defects to Tyler Development
- Communicates with the City on the status and resolution of reported issues

5.2 City Roles and Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City Executive Sponsor

- Provides clear direction for the Project and how it applies to the organization's overall strategy
- Champions the Project at the executive level to secure buy-in
- Authorizes required Project Resources
- Resolves all decisions and/or issues not resolved at the City Steering Committee level as part of the escalation process
- Actively participates in Organizational Change Communications

5.2.2 City Steering Committee

- Works to resolve all decisions and/or issues not resolved at the Project Manager level as part of the escalation process
- Attends all scheduled Steering Committee meetings
- Provides support for the Project team
- Assists with communicating key Project messages throughout the organization
- Prioritizes the Project within the organization
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources
- Monitors Project progress including progress towards agreed upon goals and objectives
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies

5.2.3 City Project Manager

The City shall assign Project Manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler Project Manager(s) in a timely and efficient manner. When the City Project Manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
 - Validates contract compliance throughout the Project
 - Ensures invoicing and Deliverables meet contract requirements
 - Acts as primary point of contact for all contract and invoicing questions
 - Signs off on contract milestone acknowledgment documents
 - Collaborates on and approves change requests, if needed, to ensure proper Scope and budgetary compliance
- Planning
 - Review and acknowledge Implementation Management Plan
 - Defines Project tasks and resource requirements for City Project team
 - Collaborates in the development of and approval of the Project Plan and Project schedule
 - Collaborates with Tyler Project Manager(s) to plan and schedule Project timelines to achieve on-time implementation
- Implementation Management
 - Tightly manages Scope and budget of Project and collaborates with Tyler Project Manager to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently

- Collaborates with Tyler Project Manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget
- Collaborates with Tyler Project Manager to establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may negatively impact the outcomes of the Project
- Collaborates with Tyler Project Manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project
- Routinely communicates with both City staff and Tyler, aiding in the in the understanding of goals, objectives, current status, and health of the Project by all team members
- Team Management
 - Acts as liaison between Project Team and Stakeholders
 - Identifies and coordinates all City resources across all modules, Phases, and activities including Forms design, hardware and software Installation, reports building, and satisfying invoices
 - Provides direction and support to Project team
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project schedule, task list, and Production Cutover checklist
 - Assesses team performance and takes corrective action, if needed
 - Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution
 - Coordinates with in Scope third party providers to align activities with ongoing Project tasks

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions
- Communicates existing business processes and procedures to Tyler consultants
- Assists in identifying business process changes that may require escalation
- Attends and contributes business process expertise for current/future state analysis sessions
- Identifies and includes additional subject matter experts to participate in current/future state analysis sessions
- Provides business process change support during Power User and End User training
- Completes performance tracking review with client Project team on End User competency on trained topics
- Provides Power and End Users with dedicated time to complete required homework tasks
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City Project Manager
- Prepares and Validates Forms

- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
- Task completion
- Stakeholder Presentation
- Implementation management plan development
- Schedule development
- Maintenance and monitoring of risk register
- Escalation of issues
- Communication with Tyler Project team
- Coordination of City resources
- Attendance at scheduled sessions
- Change Management activities
- Customization specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

5.2.5 City Power Users

- Participate in Project activities as required by the Project team and Project Manager(s)
- Provide subject matter expertise on City business processes and requirements
- Act as Subject Matter Experts and attending current/future state and Validation sessions as needed
- Attend all scheduled training sessions
- Participate in all required post-training processes as needed throughout Project
- Participate in conversion Validation
- Test all Application configuration to ensure it satisfies business process requirements
- Become Application experts
- Participate in User Acceptance Testing
- Adopt and support changed procedures
- Complete all Deliverables by the due dates defined in the Project schedule
- Demonstrate competency with Tyler products processing prior to Production Cutover
- Provide knowledge transfer to City staff during and after implementation, as necessary

5.2.6 City End Users

- Attend all scheduled training sessions
- Become proficient in Application functions related to job duties
- Adopt and utilize changed procedures
- Complete all Deliverables by the due dates defined in the Project schedule
- Utilize software to perform job functions at and beyond Production Cutover

5.2.7 City Technical Support

- Coordinates updates and releases with Tyler as needed

- Coordinates the copying of source databases to training/testing databases as needed for training days
- Coordinates and adds new users and printers and other Peripherals as needed
- Validates all users understand log-on process and have necessary permission for all training sessions
- Develops or assists in creating Reports as needed
- Ensures onsite system hardware meets specifications provided by Tyler
- Assists with software deployment as needed

5.2.8 City Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps
- Becomes familiar with Tyler's releases and updates
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's Software Upgrade process
- Assists with the Software Upgrade process, if required, during implementation
- Manages Software Upgrade activities post-implementation
- Manages Software Upgrade plan activities
- Coordinates Software Upgrade plan activities with City and Tyler resources
- Communicates changes affecting users and department stakeholders
- Obtains department stakeholder sign-offs to upgrade Production environment

5.2.9 City Project Toolset Coordinator

- Ensures users have appropriate access to Tyler Project Toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets
- Validates completion of required assignments using toolsets

5.2.10 City Change Management Lead

- Validates users receive timely and thorough communication regarding process changes
- Provides coaching to Supervisors to prepare them to support users through the Project changes
- Identifies the impact areas resulting from Project activities and develops a plan to address them proactively
- Identifies areas of resistance and develops a plan to reinforce the change
- Monitors post-production performance and new process adherence

6 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used recurrently, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met, or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in Production.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.
Install	References the initial Installation of software files on client servers and preparing the software for use during configuration. The version currently available for general release will always be used during the initial Install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.

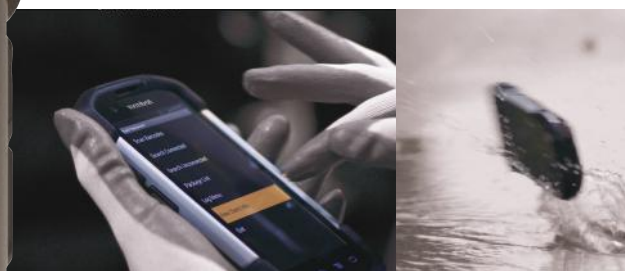
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler Project manager or different individual assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the client Project manager to discuss Scope, information needed for Project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities and Deliverables Tyler will provide to the client.

Test Plan	Describes the testing process. Includes "Test Cases" to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Software Upgrade	References the act of updating software files to a newer software release.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.



TC70

MOBILE COMPUTER



**YOUR FRONT LINE
TO A SMARTER
ENTERPRISE**



THE RIGHT DEVICE MAKES ALL THE DIFFERENCE

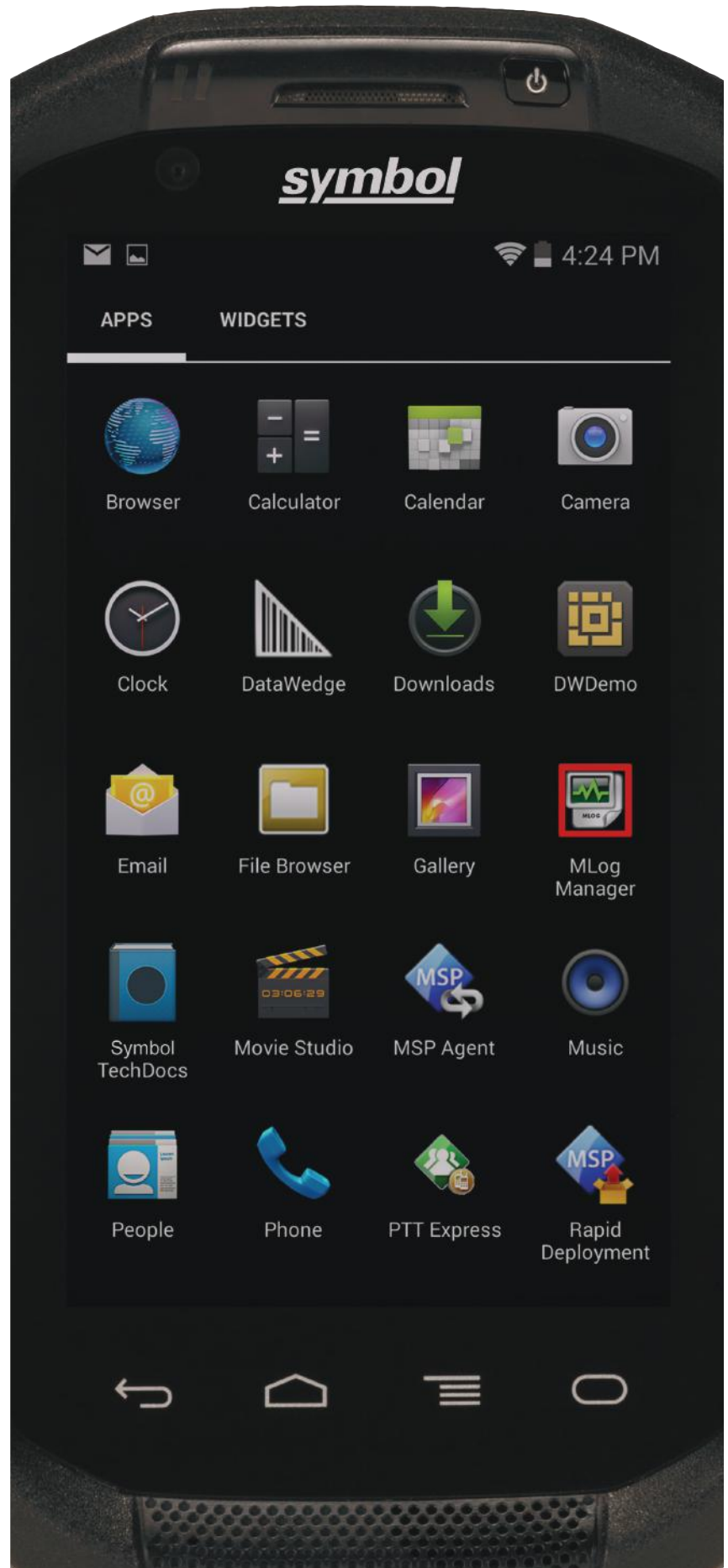
In today's world, it takes the best service to earn a sale and repeat business. In order for your front line workers to consistently deliver that level of service, they'll need to execute every task as quickly and efficiently as possible. With a mobile computer in hand, they can. But you need a business-grade device with enterprise-class durability and functionality — while your workers want a device that is every bit as refined and easy to use as their own personal smartphones and tablets.

Introducing the TC70. The touch computer that has it all.

This professional grade Android™ device marries the intuitive and elegant smartphone experience with today's most advanced enterprise-class features. Your workers get everything they need to work smarter and faster, able to deliver the kind of service that will put your business a step above the competition. You get a rugged device built to last for years, with everything you need to streamline your workflows and maximize your return on investment — from world-class voice and data features to snap-on accessories that let you add new capabilities, when and where you need them.



THE TC70
The right device for
your workers. The
right device for
your business.



WORLD-CLASS DATA CAPTURE

With our advanced data capture features, your workers can capture practically any type of information, more easily, faster and more accurately.

**Capture all the data
you need to streamline your
business processes**

ANY BAR CODE

SIGNATURES

HIGH RESOLUTION PHOTOS

HIGH RESOLUTION VIDEOS

VIDEO CALLS

NFC

MAKE DATA CAPTURE EASIER THAN EVER WITH OUR ADVANCED FEATURES

Lightning-fast bar code capture

Zebra-only patented PRZM technology, a megapixel sensor and advanced optics allow your workers to capture bar codes as fast as they can press the scan button.

Capture bar codes in any condition with our advanced decode algorithms

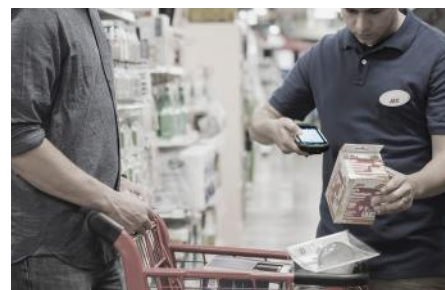
The retail store, warehouse and manufacturing floor can be tough on bar codes. With the TC70, workers can capture even dirty, scratched, smudged or poorly printed bar codes, eliminating the time and errors that can occur when bar code data is entered manually.

An extraordinary working range and wide field of view for exceptional scanning flexibility

With a 50 percent increase in scanning range over our prior generation scanner, workers can capture bar codes at near contact to as far as 32 in./81 cm away — making it easy to take inventory and capture bar codes on items in carts in a retail store. Labels with multiple bar codes are no longer a challenge — workers can capture them all with one press of a scan button. And even large bar codes can be captured at close range.

Let your workers change input modes on the fly

Throughout the day, your workers will perform different tasks. Our dual mode capacitive touch display allows workers to choose their preferred pair of data input modes — finger and stylus, or finger and gloved finger — and switch between the two modes on the fly. No need to change settings — and users can change pair selection at any time.



BUSINESS TOUGH

The Symbol TC70 gives your workers an edge by combining the amazing ease of use of a consumer device with the no-nonsense durability, dependability and performance that enterprises demand.

DROP TESTED

Everyday drops are inevitable — the TC70 is ready to handle them all with its 8 ft./2.4 m Military Standard drop rating or multiple 6 ft/1.8 m to concrete certification.

TUMBLE TESTED

The TC70 easily handles the real-world tumbling that often happens after a device is dropped. Even after 2,000 consecutive 3.2 ft./1 m hits in our punishing tumble drum, the TC70 continues to operate dependably.

IP67 SEALING

Dust, spilled beverages and even a drop in a bucket of water are no match for the TC70. The device is dust-tight and sealed to handle 30 minutes of complete immersion in water.

CORNING® GORILLA® GLASS 2 TOUCH PANEL AND SCANNER EXIT WINDOW

Two of the most vulnerable components on any mobile device are fortified with one of the toughest materials available. With Gorilla Glass 2, our touch panel and scanner exit window can flex when bumped or dropped — instead of shattering or scratching.

INDUSTRIAL GRADE CONNECTORS

With industrial grade connections, the TC70 is ready for years of insertions into cradles and connections to cables — unlike consumer grade connectors, which can wear out quickly.

**TUMBLE
TESTED AT
OVER
2X THE
HEIGHT
OF THE
TALLEST
BUILDING
IN THE
WORLD—**

**A total distance that
is over a mile long.**

Burj Khalifa (Dubai, UAE) 2,723 ft.
6,400 ft.

The TC70 continues to operate reliably, even after 2,000 3.2 ft./1 m consecutive tumbles — a total distance of 6,400 feet — more than twice the 2,723 ft. height of the Burj Khalifa tower in Dubai.



ZEBRA TC70 TOUCH COMPUTER

YOUR FRONT LINE, TO A SMARTER ENTERPRISE

Your employees need enterprise class handheld computers to communicate and access information seamlessly in order to work more efficiently and better serve your customers — yet they want a device that is every bit as refined and easy-to-use as their own consumer devices. Now, you can give them both with the TC70. Extensions (Mx) turns Android™ into a true enterprise-class operating system. The rugged design holds up even in the most demanding environments and the TC70 can double as a two-way radio. You can automate the capture of just about any type of business intelligence with the embedded scanner and camera. The full complement of accessories and cutting edge technology will serve your business for years to come, for an unsurpassed return on investment. Better serve your customers in retail, manufacturing, and operations with the TC70. Real competitive advantage — delivered.

Android™ KitKat — fortified for the enterprise

Every TC70 ships with Extensions (Mx), a series of features that transform Android™ from a consumer operating system (OS) to a true enterprise-class OS, enabling enterprise-class security and device management, as well as support for enterprise data capture capabilities.

Maximum data entry flexibility with an industry leading dual mode touch panel

Let your users choose their preferred data input pair: finger and gloved finger or finger and stylus — ideal for crisp signature capture. The intelligent display automatically adjusts as needed, unlike competitive devices that require setting adjustments every time the user switches data input method. And the large 4.7 in. display takes the capacitive touch experience to the next level — it works even if it's wet.

World-class data capture

Give your employees the tools they need to work faster and smarter. The integrated enterprise-class imager offers Zebra's proprietary PRZM Intelligent Imaging technology, a megapixel sensor and advanced optics, which work together to deliver data capture performance in a class of its own. Workers can capture 1-D and 2-D bar codes in virtually any condition, at lightning speed. The 8 MP camera enables the easy capture of high-resolution photos, signatures, videos and more, allowing you to capture more types of business intelligence to streamline more business processes. The front camera allows workers to place a video call to get the help they need — and provide customers with that personal touch. And Near Field Communications (NFC) is ideal for automated identity validation at facility entry points.

Comprehensive audio functionality for a new level of voice flexibility

With up to four times the loudness of popular smartphones and noise cancelling technology, the TC70 provides crystal clear audio on both ends of every call. Support for Workforce Connect Push-to-Talk Express allows you to easily give your workers walkie-talkie style voice communications right out of the box, creating a highly collaborative workforce that can respond instantly to customer needs.

A robust accessory family to tailor the TC70 to meet any enterprise need

The comprehensive family of accessories includes a snap-on magnetic stripe reader for mobile payment, a holster, a hand strap, a snap-on trigger handle and more, allowing you to easily tailor the TC70 to meet the needs of many

BOOST EFFICIENCY AND CUSTOMER SERVICE WITH THE TC70 IN:

Retail

- Associates:
 - Price checks
 - Inventory checks
 - Item locator
 - Price changes/price audits
 - Line busting
 - Assisted selling
 - Product comparison
 - Electronic coupons(mobile phone displays)
 - Market research
 - Store inventory transfers
 - Gift registry lookup
 - Financial/loyalty applications
 - Click and mortar/ catalogue orders
 - Training
- Mobile payment
- Inventory management
- Voice communications
- Managers
 - Workforce management
 - Planogram management
 - Promotion compliance
 - Merchandising

Manufacturing

- Asset management
- Building maintenance
- Supervisor/manager tasks
 - Workforce management
 - Supplier management
 - Management of customer data
 - Management of product information

different types of users performing many different types of tasks. And multi-slot battery chargers and the unique ShareCradle — a multi-slot cradle that can accommodate the TC70 and future Zebra mobile computers — make backroom management easy and cost effective.


Rugged and ready for all-day every day enterprise use

The TC70 is ready for the demands of everyday life in the business world. The TC70 is tested and proven to operate reliably after multiple 6 ft./1.8 m drops to concrete and 2,000 consecutive 3.2 ft./1 m tumbles in our punishing tumble test. With IP67 sealing, you get a device that is dust-tight and can survive complete immersion in water, making it ideal for use in the retail backroom, warehouse floor, in outdoor shopping areas or outside on a receiving dock. The Corning Gorilla Glass 2 touch panel and scanner exit window bring a new level of durability to two of the most vulnerable components.

THE TC70 — THE PROFESSIONAL GRADE ANDROID™ DEVICE FOR THE ENTERPRISE

For more information, visit www.zebra.com/tc70 or access our global contact directory at www.zebra.com/contact

SPECIFICATIONS CHART

PHYSICAL CHARACTERISTICS		ZEBRA INTERACTIVE SENSOR TECHNOLOGY (IST)	
Dimensions	6.3 in. L x 3.3 in. W x 1.1 in. D 161 mm L x 84 mm W x 28 mm D	Light Sensor	Automatically adjusts display backlight
Weight	13.3 oz./376 g	Motion Sensor	3-axis accelerometer for dynamic screen orientation
Display	4.7 in. High Definition (1280 x 720) ; exceptionally bright, outdoor viewable; optically bonded to touch panel	DATA CAPTURE*	
Imager Window	Corning Gorilla Glass 2	Scanning	SE4750 imager (1-D and 2-D); extraordinary range: Scan range – Code 39 bar code: 20 Mil: 1.8 in. — 32.0 in./4.5 cm – 81.3 cm 3 Mil: 3.1 in. — 5.6 in./7.9 cm – 14.2 cm
Touchpanel	Dual mode capacitive touch with stylus or bare or gloved fingertip input (conductive stylus sold separately); Corning Gorilla Glass 2	Camera	Rear — 8 MP autofocus; f/2.4 aperture Front — 1.3 MP fixed focus
Backlight	LED backlight	NFC	Supports ISO 14443 Type A & B, FeliCa, and ISO 15963 tags
Power	 PowerPrecision: Li-Ion 3.7 V, 4620 mAh	WIRELESS LAN	
Expansion Slot	User accessible 32 GB microSD slot with SDHC and SDXC support	Radio	IEEE® 802.11a/b/g/n/d/h/i
Network Connections	USB 2.0 High Speed (host and client); WLAN	Data Rates	5GHz: 802.11a/n — up to 150 Mbps; 2.4GHz: 802.11b/g/n — up to 72.2 Mbps
Notification	Audible tone; multi-color LEDs; vibration	Operating Channels	Chan 36 - 165 (5180 - 5825 MHz) Chan 1 - 13 (2412 - 2472 MHz) Actual operating channels/frequencies depend on regulatory rules and certification agency
Keypad	On-screen keypad		
Voice and Audio	Three microphone support with noise cancellation; vibrate alert; speaker; Bluetooth wireless headset support		
PERFORMANCE CHARACTERISTICS			

CPU	1.7 GHz dual core processor
Operating System	Android™ AOSP 4.4.2 (KitKat)
Memory	1 GB RAM / 8 GB Flash pSLC

USER ENVIRONMENT

Operating Temp.	-4° F to 122° F/-20° C to 50° C
Storage Temp.	-40° F to 158° F/-40° C to 70° C
Humidity	5% to 85% non-condensing
Drop Spec.	6 ft./1.8 m drop to concrete across full operating temperature range, 8 ft./2.4 m drop to concrete at room temperature per MIL-STD 810G
Tumble Spec.	2,000 3.2 ft./1.0 m tumbles; meets and exceeds IEC tumble specifications
Sealing	IP67 per applicable IEC sealing specifications
Vibration	4 g's PK Sine (5 Hz to 2 kHz); 0.04g2/Hz Random (20 Hz to 2 kHz); 60 minute duration per axis, 3 axis
Thermal Shock	-40° F to 158° F/-40° C to 70° C rapid transition
Electrostatic Discharge (ESD)	+/-15kVdc air discharge, +/-8kVdc direct discharge; +/-8kVdc indirect discharge

COMMUNICATION AND MESSAGING



Workforce Connect Push-to-Talk Express Client (included) for instant push-to-talk communications right out of the box

AUDIO

High quality speaker phone with up to 108 dB SPL volume; wireless (Bluetooth) headset support; PTT headset support; handset/ speakerphone modes

Security and Encryption

WEP (40 or 104 bit) ; WPA/WPA2 Personal (TKIP, and AES); WPA/WPA2 Enterprise (TKIP, and AES) — EAPTTLS (PAP, MSCHAP, MSCHAPv2), EAP-TLS, PE APv0-MSCHAPv2, PE APv1-EAP-GTC, EAP Fast and LEAP

Multimedia

Wi-Fi Multimedia™ (WMM)

Certifications

WFA (802.11n, WMM), Cisco CCXv4, Wi-Fi

Fast Roam

PMKID caching, Cisco CCKM

WIRELESS PAN

Bluetooth

Bluetooth v4.0 (Bluetooth® Smart technology)

PERIPHERALS AND ACCESSORIES



The 5-slot flexible ShareCradle charges the TC70 and other Zebra mobile computers for cost effective backroom management

For a complete list of accessories, visit www.zebra.com/tc70

REGULATORY

Visit www.zebra.com/tc70 for regulatory information

WARRANTY

Subject to the terms of Zebra's hardware warranty statement, the TC70 is warranted against defects in workmanship and materials for a period of 1 (one) year from the date of shipment. For complete warranty statement, please visit: <http://www.zebra.com/warranty>

SERVICES

Service from the Start with Comprehensive Coverage: A unique service that covers normal wear and tear as well as accidental damage to internal and external components.

* Please refer to the TC70 User Guide or Integrator Guide for full data capture specifications.



ZEBRA

Brentwood City Commission Agenda

Meeting Date: 04/08/2019

Resolution 2019-37 - Amendment to Agreement with Vigilant Solutions for the Addition of One Covert Mobile License Plate Recognition Device

Submitted by: Jeff Hughes, Police

Department: Police

Information

Subject

Resolution 2019-37 - Amendment to Agreement with Vigilant Solutions for the Addition of One Covert Mobile License Plate Recognition Device

Background

Pursuant to Resolution 2018-92, the Board of Commissioners approved the purchase of a mobile license plate recognition (LPR) device as part of a larger initiative to deploy fixed LPR devices around the City in close proximity to park locations. Pursuant to the agreement with Vigilant Solutions, the original quote for this mobile LPR device from Vigilant Solutions was \$25,295.00.

Upon taking delivery of the device, it was determined that deployment of the device in the manner best suited for Brentwood PD would require some modifications to allow for remote, stand-alone operation. Therefore, the device was returned to Vigilant Solutions for these changes to be implemented as noted in the detailed quote that is attached. These modifications resulted in an additional cost of \$6,154.00.

Should you have any questions, please contact the Chief of Police.

Staff Recommendation

Staff recommends approval of Resolution 2019-37 to amend the agreement with Vigilant Solutions for an additional \$6,154.00 as described herein for the upgrades and modifications to the covert mobile LPR device.

Previous Commission Action

Resolution 2018-92, Purchase of One Mobile License Plate Recognition (LPR) System and a Five Year Subscription for a Fixed LPR System at Four Locations

Fiscal Impact

Amount : \$6,154.00

Source of Funds: Capital Projects Fund

Account Number: 311-45300-6016

Fiscal Impact:

Sufficient unallocated funds are available in the Capital Projects Fund to cover this additional cost.

Attachments

Resolution 2019-37

Quote for Additional Cost to Mobile Device

Contract No. 2018-045

RESOLUTION 2019-37

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND VIGILANT SOLUTIONS, LLC, FOR ADDITIONAL COST OF UPGRADE AND MODIFICATION TO THE COVERT MOBILE LPR SYSTEM, A COPY OF SAID AMENDMENT BEING ATTACHED HERETO AND MADE A PART OF THIS RESOLUTION BY REFERENCE

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute an amendment to an agreement by and between the City of Brentwood and Vigilant Solutions, LLC for additional cost of upgrade and modification to the covert mobile LPR system, a copy of said amendment being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR Jill Burgin

ADOPTED: _____

Approved as to form:

RECORDER Holly Earls

CITY ATTORNEY Kristen L. Corn



Quote For:

**Brentwood Police Department-Tn
Attn: Jeff Hughes**

Reference:

Toolbox Upgraded for Fixed

Quote By:

**Vigilant Solutions, LLC
Jason Cheshier**

Date: 03-26-19

Be Smart. Be Safe. Be Vigilant.

		<p>Vigilant Solutions, LLC 1152 Stealth Street Livermore, California 94551 (P) 925-398-2079 (F) 925-398-2113</p>		<p>Be smart. Be safe. Be Vigilant.</p>	
Issued To:	Brentwood Police Department-Tn - Attention: Jeff Hughes			Date:	03-25-19
Project Name:	Toolbox Upgraded for Fixed			Quote ID:	JAS-1011-01

Qty	Item #	Description
(1)	MISC-GOODS-SCVS	Toolbox Upgraded for Fixed Applications <ul style="list-style-type: none"> • 4 X Deep Cycle Marine Batteries w/boxes • On-board computer 5-port Un-managed POE switch Remote Management Module • 4G/LTE/Wifi Router w/antenna • Waterproof Switch GPS antenna Shutdown Timer • AC to DC Power Supply Power cord/reel • Engineering Services & Fabrication Services
Subtotal Price (Excluding sales tax)		\$6,154.00

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect through March 31, 2019.
2. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
3. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
4. This Quote does not include anything outside the above stated bill of materials.

Quoted by: Jason Cheshier - 214-505-1138 - jason.cheshier@vigilantsolutions.com

Total Price (Excluding sales tax)	\$6,154.00
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Enterprise Service Agreement (ESA)

COB Contract #: 2018-045

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this 12th Day of November, 2018 by and between Vigilant Solutions, LLC, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 ("Vigilant") and City of Brentwood, Tennessee, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at 5211 Maryland Way, Brentwood, Tennessee 37027 ("Affiliate").

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Vigilant provides access to license plate data as a value-added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

I. Definitions:

"Booking Images" refers to both LEA Booking Images and Commercial Booking Images.

"CJIS Security Policy" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

"CLK" or "Camera License Key" means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software or LineUp brand facial recognition software (one CLK per camera) to be used with other Vigilant approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Vigilant or provided by a Vigilant certified reselling partner that has authority from Vigilant to deliver such Vigilant-authorized components) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

"Commercial Booking Images" refers to images collected by commercial sources and available on LEARN with a paid subscription.

"Commercial LPR Data" refers to LPR data collected by private sources and available on LEARN with a paid subscription.

"Criminal Justice Information Services Division" or "CJIS" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJ to the FBI and to qualified law enforcement, criminal justice,



civilian, academic, employment, and licensing agencies.

"Effective Date" means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

"Enterprise License" means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media provided by Vigilant or Vigilant's certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

"LEA Booking Images" refers to images collected by LEAs and available on the Software Service for use by other LEAs. LEA Booking Images are freely available to LEAs at no cost and are governed by the contributing LEA's policies.

"LEA LPR Data" refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.

"Service Fee" means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

"Service Package" means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

"Service Period" has the meaning set forth in Section III (A) of this Agreement.

"Software Products" means Vigilant's Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), PlateSearch, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, LineUp, and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved Vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

"Technical Support Agents" means Affiliate's staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate's Software Products support contact.

"User License" means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media, limited to a single licensee.

"Users" refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the



Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

III. Term; Termination.

A. Term. The initial term of this Agreement is for five (5) years beginning on the Effective Date (the "Initial Term"), unless earlier terminated as provided herein.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year's Service Fee within sixty (60) days of invoice issue date.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant's termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Affiliate's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the "Warranty Period"). "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional



misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

B. Infringement Protection. If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. **Software Support, Warranty and Maintenance.**

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

VI. **Camera License Keys (CLKs).**

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. **Ownership of Software.**

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant and remain the property of Vigilant. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant represents and warrants that: (1) it has title to the Software and



the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing, Access and Security.

If Affiliate is a generator as well as a consumer of LPR Data and or LEA Booking Images, Affiliate at its option may share its LEA LPR Data and or LEA Booking Images with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data or LEA Booking Images generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

IX. Ownership and use of Data.

Vigilant retains all title and rights to Commercial LPR Data and all Commercial Booking Images. Users shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal LEAs. Affiliate retains all rights to LEA LPR Data and LEA Booking Images generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data and LEA Booking Images generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data and LEA Booking Images generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. Commercial LPR Data, Commercial Booking Images, LEA LPR Data and LEA Booking Images should be used by the Affiliate for law enforcement purposes only.

X. Loss of Data, Irregularities and Recovery.

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data and LEA Booking Images are governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

XII. Account Access.

A. Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of "Users" to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.

B. Security. Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible



for assigning to each of Affiliate's Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

C. CJIS Requirements. Affiliate certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit A.

XIII. Service Package.

A. Service Package. This Enterprise License Agreement is based on the following Service Package:

☐ Service Package - Fixed Camera Subscription Service:

- Fixed Camera with Camera Bracket
- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS

XIV. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH ARE APPLICABLE ONLY TO THE EXTENT PERMISSIBLE BY TENNESSEE LAW.

B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant.

C. Assignment. Neither Vigilant nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Tennessee without regard to its conflicts of law.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.



F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.



Vigilant Solutions, LLC Attn: Sales Administration 1152 Stealth Street Livermore, CA 94551	Affiliate: _____ Attn: _____ Address: _____ _____
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M. Authorized Representatives; Technical Support Agents. Affiliate's Authorized Representatives and its Technical Support Agents are set forth below in the Contact Information Worksheet. Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

N. Facial Recognition Image Integration. Affiliate may elect, at its sole discretion, to have Vigilant enable the ability for the Affiliate's existing facial recognition images to be imported into its FaceSearch gallery. This process requires some reformatting of the data for compatibility. The data remains property of the Affiliate, is maintained according to the retention policy set by the Affiliate and is shared to other agencies under the rules defined by the Affiliate. This service is at an additional cost. Vigilant uses a third-party service from The Center for Law Enforcement Technology, Training, & Research, Inc. (LETTR) to deliver this service. If the Affiliate elects to use this service, it acknowledges that The Center for Law Enforcement Technology, Training, & Research, Inc. a non-profit, 501(c)(3) corporation, working under contract with Vigilant and acting on behalf of the Affiliate, will perform the described services for law enforcement information sharing purposes.




IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Vice President Sales Operations

Date: 11-12-2018

Signature: 

Affiliate Organization: City of Brentwood, TN

Authorized Agent: Jill Burgin

Title: Mayor

Date: 11-12-2018

Signature: Jill Burgin



Enterprise Service Agreement

Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:			
Company / Agency Type:			
Address:			
Primary Contact			
Name:			
Title:		Phone:	
Email:			
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079



Exhibit A: CJIS Requirements

Vigilant and the Affiliate agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and the Affiliate agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Affiliate use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and the Affiliate agree that Affiliate owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Affiliate-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and the Affiliate agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and the Affiliate agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and the Affiliate agree that the Affiliate is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Affiliate.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Affiliate owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.



7. Vigilant agrees to immediately inform Affiliate of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access the Affiliate's account or Affiliate data in support of Affiliate as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Affiliate data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform the Affiliate of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Affiliate.
13. Vigilant will advise Affiliate when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Affiliate owned data and Vigilant systems as intended by the Affiliate and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Affiliate owned information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Affiliate owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Affiliate can monitor access and activity of Vigilant support staff and Affiliate users for unauthorized access, disclosure, alteration or misuse of Affiliate owned data. (Vigilant support staff will only have access when granted by the Affiliate.)
23. Vigilant will only perform direct support remote access to Affiliate systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Affiliate. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by the Affiliate data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Affiliate data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by the Affiliate, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Affiliate.
28. Vigilant agrees that the Affiliate owns all Affiliate contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Affiliate.



Affiliate:

1. Affiliate agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Affiliate agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Affiliate agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Affiliate agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Affiliates, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Affiliate agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Affiliate agrees that they are responsible for proper equipment operation and placement of equipment.
7. Affiliate agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Affiliate information.
8. Affiliate agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Affiliate.
9. Affiliate agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Vigilant systems.
10. Affiliate agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Affiliate agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Affiliate agrees to reinforce client staff policies for not sharing user accounts.
13. Affiliate agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Affiliate agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Affiliate agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Affiliate agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Affiliate agrees to use the "virtual escorting" security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Affiliate agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Affiliate created policies and procedures that guide user access and appropriate use of the system.
19. Affiliate agrees that information and services provided through Vigilant products do not provide any actionable information, Affiliate users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.



Enterprise Service Agreement (ESA)
COB Contract #: 2018-045

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this 12th Day of November, 2018 by and between **Vigilant Solutions, LLC**, a Delaware corporation, having its principal place of business at 1152 Stealth Street, Livermore, CA 94551 ("Vigilant") and City of Brentwood, Tennessee, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at 5211 Maryland Way, Brentwood, Tennessee 37027 ("Affiliate").

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Vigilant provides access to license plate data as a value-added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

I. Definitions:

"Booking Images" refers to both LEA Booking Images and Commercial Booking Images.

"CJIS Security Policy" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

"CLK" or "Camera License Key" means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software or LineUp brand facial recognition software (one CLK per camera) to be used with other Vigilant approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Vigilant or provided by a Vigilant certified reselling partner that has authority from Vigilant to deliver such Vigilant-authorized components) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

"Commercial Booking Images" refers to images collected by commercial sources and available on LEARN with a paid subscription.

"Commercial LPR Data" refers to LPR data collected by private sources and available on LEARN with a paid subscription.

"Criminal Justice Information Services Division" or "CJIS" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJ to the FBI and to qualified law enforcement, criminal justice,



civilian, academic, employment, and licensing agencies.

"Effective Date" means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

"Enterprise License" means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media provided by Vigilant or Vigilant's certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

"LEA Booking Images" refers to images collected by LEAs and available on the Software Service for use by other LEAs. LEA Booking Images are freely available to LEAs at no cost and are governed by the contributing LEA's policies.

"LEA LPR Data" refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.

"Service Fee" means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

"Service Package" means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

"Service Period" has the meaning set forth in Section III (A) of this Agreement.

"Software Products" means Vigilant's Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), PlateSearch, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, LineUp, and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved Vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

"Technical Support Agents" means Affiliate's staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate's Software Products support contact.

"User License" means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media, limited to a single licensee.

"Users" refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the



Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the “splash” screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the “Initial Term”), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a “Service Period”). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate’s payment of that Service Period’s Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section XIII below, Affiliate may also pay in advance for more than one Service Period.

B. Affiliate Termination. Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year’s Service Fee within sixty (60) days of invoice issue date.

C. Vigilant Termination. Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant’s termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant’s notice of termination, which shall set forth in detail Affiliate’s purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate’s failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. Warranty and Disclaimer. Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the “Warranty Period”). “Significant Defect” means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Vigilant cannot substantially correct a Significant Defect in a



commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's gross negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

B. Infringement Protection. If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. **Software Support, Warranty and Maintenance.**

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

VI. **Camera License Keys (CLKs).**

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. **Ownership of Software.**

A. Ownership of Software Products. The Software Products are copyrighted by Vigilant and remain the



property of Vigilant. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Vigilant represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing, Access and Security.

If Affiliate is a generator as well as a consumer of LPR Data and or LEA Booking Images, Affiliate at its option may share its LEA LPR Data and or LEA Booking Images with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data or LEA Booking Images generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

IX. Ownership and use of Data.

Vigilant retains all title and rights to Commercial LPR Data and all Commercial Booking Images. Users shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal LEAs. Affiliate retains all rights to LEA LPR Data and LEA Booking Images generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data and LEA Booking Images generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data and LEA Booking Images generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. Commercial LPR Data, Commercial Booking Images, LEA LPR Data and LEA Booking Images should be used by the Affiliate for law enforcement purposes only.

X. Loss of Data, Irregularities and Recovery.

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data and LEA Booking Images are governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

XII. Account Access.

A. Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of "Users" to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's



failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.

B. Security. Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate's Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

C. CJIS Requirements. Affiliate certifies that its LEARN users shall comply with the CJIS requirements outlined in Exhibit B.

XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:

☒ Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS

☐ Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant's LPR Mobile Companion smartphone application

☐ Service Package - Option # 2 – 'Intelligence-Led Policing (ILP)' Service Package:

- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)
- Use of Vigilant Facial Recognition technologies up to level of Tier
 - FaceSearch Account
 - FaceSearch Mobile Companion
 - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1A up to 50 sworn officers Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, "Custom" Tier which will be defined in the Annual Service Fee Schedule if applicable.



B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK's at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule (multiplied by number of CLK's Issued)					
Total # of CLK's under this ESA	0-14 CLK's	15-30 CLK's	31-60 CLK's	Over 60	
Basic Service	\$525.00	\$450.00	\$400.00	\$275.00	
Standard (Option # 1)	\$750.00	\$640.00	\$565.00	\$390.00	
ILP Subscriber CLK Renewal Fees	\$525.00	\$450.00	\$400.00	\$275.00	

Intelligence-Led Policing Service Package Annual Fee Schedule	
Tier	ILP Annual Fee
ILP Tier 1 (Option #2)	\$14,995.00
ILP Tier 2 (Option #2)	\$34,495.00
ILP Tier 3 (Option #2)	\$59,995.00
ILP Tier 4 (Option #2)	\$89,995.00
ILP Tier 5 (Options #2)	\$119,995.00
ILP Tier 6 (Option #2)	\$154,995.00

Annual Service Fee Schedule for Image Enrollment (applicable to FaceSearch/LineUp)	
5,000 Images	\$750.00

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

Affiliate and Vigilant agree that the number of CLKs issued as of the Effective Date of this Agreement is ____ [Insert Quantity]. All future additions of CLKs shall only be those as provided for in the definitions provided above.

C. Advanced Service Fee Payments. Vigilant will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant, advanced payments to Vigilant will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that



entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase on or before the date that Vigilant invoices Affiliate for the upcoming Service Period.

XIV. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL VIGILANT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT. THE PROVISIONS OF THIS PARAGRAPH ARE APPLICABLE ONLY TO THE EXTENT PERMISSIBLE BY TENNESSEE LAW.

B. Confidentiality. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant.

C. Assignment. Neither Vigilant nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Tennessee without regard to its conflicts of law.

E. Complete Agreement. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this



Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

Vigilant Solutions, LLC Attn: Sales Administration 1152 Stealth Street Livermore, CA 94551	Affiliate: <u>City of Brentwood Police</u> Attn: <u>Chief Jeff Hughes</u> Address: <u>5211 Maryland Way</u> <u>Brentwood, TN 37027</u>
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M. Authorized Representatives; Technical Support Agents. Affiliate's Authorized Representatives and its Technical Support Agents are set forth below in the Contact Information Worksheet. Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible



for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

N. Facial Recognition Image Integration. Affiliate may elect, at its sole discretion, to have Vigilant enable the ability for the Affiliate's existing facial recognition images to be imported into its FaceSearch gallery. This process requires some reformatting of the data for compatibility. The data remains property of the Affiliate, is maintained according to the retention policy set by the Affiliate and is shared to other agencies under the rules defined by the Affiliate. This service is at an additional cost. Vigilant uses a third-party service from The Center for Law Enforcement Technology, Training, & Research, Inc. (LETTR) to deliver this service. If the Affiliate elects to use this service, it acknowledges that The Center for Law Enforcement Technology, Training, & Research, Inc. a non-profit, 501(c)(3) corporation, working under contract with Vigilant and acting on behalf of the Affiliate, will perform the described services for law enforcement information sharing purposes.



IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Vice President Sales Operations

Date: _____

Signature: _____

Affiliate Organization: City of Brentwood, Tennessee

Authorized Agent: Jill Burgin

Title: Mayor

Date: 11-12-2018

Signature: Jill Burgin



Enterprise Service Agreement

Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder			
Company / Agency Name:			
Company / Agency Type:			
Address:			
Primary Contact			
Name:			
Title:		Phone:	
Email:			
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079



Exhibit A: Option # 2 ILP Tier Package Components

Item Description

ILP Bundle for Agencies of Up to 100 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- One (1) 3-Camera Mobile LPR System
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 5,000 images

ILP Bundle for Agencies of 101 to 200 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Two (2) 3-Camera Mobile LPR Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 20,000 images

ILP Bundle for Agencies of 201 to 500 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Three (3) 3-Camera Mobile LPR Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 50,000 images

ILP Bundle for Agencies of 501 to 1,000 Sworn

Includes:

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Four (4) 3-Camera Mobile LPR Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 75,000 images

**ILP Bundle for Agencies of 1,001 to 1,500 Sworn****Includes:**

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Four (4) 3-Camera Mobile LPR Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 100,000 images

ILP Bundle for Agencies of 1,501 to 2,000 Sworn**Includes:**

- Agency license for LEARN SaaS
- Unlimited access to Commercial LPR data
- Five (5) 3-Camera Mobile LPR Systems
- First year of Basic and Standard Service Packages
- LEARN-Mobile Companion
- Mobile Hit Hunter
- Agency license for FaceSearch
- Image gallery up to 200,000 images



Exhibit B: CJIS Requirements

Vigilant and the Affiliate agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Vigilant and the Affiliate agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Affiliate use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Vigilant and the Affiliate agree that Affiliate owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Vigilant agrees to treat the Affiliate-supplied information in Vigilant systems as CJI. Vigilant will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Vigilant and the Affiliate agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Vigilant and the Affiliate agree that products and services offered by Vigilant are merely an investigative tool to aid the client in the course of their duties and that Vigilant make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Vigilant and the Affiliate agree that the Affiliate is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following:

Vigilant:

1. Vigilant has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Vigilant agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Vigilant agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Affiliate.
4. Vigilant agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Vigilant staff and authorized partners. Vigilant has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Vigilant will not engage in data mining, commercial sale, unauthorized access and/or use of any of Affiliate owned data.
6. Vigilant and partners agree to use their formal cyber Incident Response Plan if such event occurs.



7. Vigilant agrees to immediately inform Affiliate of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Vigilant will only allow authorized support staff to access the Affiliate's account or Affiliate data in support of Affiliate as permitted by the terms of contracts.
9. Vigilant agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Affiliate data.
10. Vigilant agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Vigilant agrees to inform the Affiliate of any unauthorized, inappropriate use of data or systems.
12. Vigilant will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Affiliate.
13. Vigilant will advise Affiliate when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Vigilant agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Vigilant agrees to provide technical security controls that only permit authorized user access to Affiliate owned data and Vigilant systems as intended by the Affiliate and data owners.
16. Vigilant agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Vigilant will only provide access to Vigilant systems and Affiliate owned information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
18. Vigilant agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Vigilant agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Affiliate owned data during transport and storage ("data at rest") while in the custody and control of Vigilant.
20. Vigilant agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Vigilant agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Vigilant agrees to provide auditing and alerting tools within the software applications so Affiliate can monitor access and activity of Vigilant support staff and Affiliate users for unauthorized access, disclosure, alteration or misuse of Affiliate owned data. (Vigilant support staff will only have access when granted by the Affiliate.)
23. Vigilant will only perform direct support remote access to Affiliate systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Affiliate. This activity will be documented by both parties.
24. Vigilant creates and retains activity transaction logs to enable auditing by the Affiliate data owners and Vigilant staff.
25. Vigilant agrees to provide physical protection for the equipment-storing Affiliate data along with additional technical controls to protect physical and logical access to systems and data.
26. Vigilant agrees to participate in any Information or Technical Security Compliance Audit performed by the Affiliate, state CJIS System Agency or FBI-CJIS Division.
27. Vigilant agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Affiliate.
28. Vigilant agrees that the Affiliate owns all Affiliate contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Affiliate.



Affiliate:

1. Affiliate agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Affiliate agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Vigilant compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Affiliate agrees to inform Vigilant when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Affiliate agrees to immediately inform Vigilant of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Affiliates, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Affiliate agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.
6. Affiliate agrees that they are responsible for proper equipment operation and placement of equipment.
7. Affiliate agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Affiliate information.
8. Affiliate agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Affiliate.
9. Affiliate agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Vigilant systems.
10. Affiliate agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.
11. Affiliate agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Affiliate agrees to reinforce client staff policies for not sharing user accounts.
13. Affiliate agrees to use Vigilant role-based access as designed to foster system security and integrity.
14. Affiliate agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.
15. Affiliate agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.
16. Affiliate agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Vigilant for account and user management features along with audit and alert threshold features.
17. Affiliate agrees to use the "virtual escorting" security tools provided for managing client system remote access and monitor Vigilant support staff when authorized to assist the client.
18. Affiliate agrees that the Vigilant designed technical controls and tools will only be effective in conjunction with Affiliate created policies and procedures that guide user access and appropriate use of the system.
19. Affiliate agrees that information and services provided through Vigilant products do not provide any actionable information, Affiliate users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.

Brentwood City Commission Agenda

Meeting Date: 04/08/2019

Resolution 2019-38 Authorizing an Agreement with Cellco Partnership d/b/a Verizon Wireless for a Communication Site Lease for Granny White Park

Submitted by: Kristen Corn, Legal

Department: Legal

Information

Subject

Resolution 2019-38 Authorizing an Agreement with Cellco Partnership d/b/a Verizon Wireless for a Communication Site Lease for Granny White Park

Background

In 2010, the City Commission approved a communication site lease with Clear Wireless LLC, a wireless Internet company, for the placement of a wireless Internet antenna on an athletic field light pole at Granny White Park and installation of an Equipment Building (see attached picture). Clear Wireless terminated the lease approximately two years ago.

A little over a year ago, the City was contacted by Verizon Wireless requesting a communication site lease for the existing pole vacated by Clear Wireless.

As you know, the City cannot prohibit the installation of cellular/wireless towers and several years ago adopted an ordinance which regulates the location and construction of such facilities. The City's cell tower ordinance strongly favors such co-location options in lieu of installation of new tower structures. Given the City's preference for such co-location situations and the potential for additional lease revenue to the City with little or no impact on the park, staff has been negotiating with the Verizon representatives to draft an acceptable lease agreement.

The subject site is shown as Exhibit C in the attached lease agreement. As proposed, above-ground facilities will include equipment being placed on the existing "uni-pole" in the park. No additional poles will be added in the park. The existing equipment shelter will store Verizon's ground equipment, cabinets, fiber, and coax cables. Additionally, the lease provides for an easement which runs from Granny White Pike to the site to allow for access as needed for maintenance purposes.

Pursuant to the lease agreement, Verizon may maintain, replace, repair, add to or otherwise modify its antennas, utilities, fiber, and ground equipment within the Premises, with similar and comparable equipment, provided that said replacement does not extend beyond the Premises, without the need for prior approval from the Planning Commission

or other consent from the City. However, for any equipment modification that is not similar and comparable or will extend beyond the Premises, Verizon must submit new plans to City's Planning and Codes Director.

The initial term of the lease is five years, and the lease will be automatically extended for four additional five-year terms unless Verizon terminates it by giving the City written notice at least six (6) months prior to the end of the then-current term. From that point, either Verizon or the City may terminate this lease by giving the other party written notice, but if it has not been terminated by the end of the fourth five-year extension term, it will continue for additional five-year terms.

During the initial term, the City will receive total annual rental of \$30,000.00, to be paid in equal monthly installments. If the Agreement continues at the end of any five-year term, the monthly rental will increase by ten percent. If this Agreement has not been terminated at the end of the fourth five-year extension term, the monthly rental will again increase by ten percent of the monthly rental for the preceding five-year term and increase again by ten percent every five years for as long as the Agreement remains in effect.

The Park Board reviewed this proposed lease agreement at its February 2019 meeting and voted to recommend approval to the City Commission.

Should you have any questions, please contact the City Manager or City Attorney.

Staff Recommendation

Staff recommends the approval of Resolution 2019-38.

Fiscal Impact

Amount : \$30,000

Source of Funds:

Account Number: 110-00000-34860

Fiscal Impact:

This lease agreement will provide revenue to the City's General Fund in the amount of \$30,000/yr. for the initial five year term of the lease with 10% increases in the annual lease payment for each subsequent five year renewal term if exercised by the company.

Attachments

Resolution 2019-38

COB Contract No. 2019-022

COB Contract No. 2019-022 - Memorandum for Filing

Existing Pole and Equipment Shed

RESOLUTION 2019-38

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE
MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF
BRENTWOOD AND CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS, FOR A
COMMUNICATION SITE LEASE IN GRANNY WHITE PARK, A COPY OF SAID
AMENDMENT BEING ATTACHED HERETO AND MADE A PART OF THIS
RESOLUTION BY REFERENCE**

BE IT RESOLVED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Mayor is hereby authorized to execute an agreement and any associated documents by and between the City of Brentwood and Cellco Partnership, d/b/a Verizon Wireless for a communication site lease for Granny White Park, a copy of said agreement being attached hereto and made a part of this resolution by reference.

SECTION 2. That this resolution shall take effect from and after its passage, the general welfare of the City of Brentwood, Williamson County, Tennessee requiring it.

MAYOR

Jill Burgin

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn

Lessee Site Name: Granny White Park
Lessee Site Number: 434843

COMMUNICATION SITE LEASE AGREEMENT

THIS COMMUNICATION SITE LEASE AGREEMENT ("Agreement") made this ____ day of _____, 201____ is between the City of Brentwood, a Tennessee municipal corporation, having a mailing address of 5211 Maryland Way, Brentwood, Tennessee 37027, hereinafter designated "**Landlord**", and Cellco Partnership d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated "**Tenant**". The Landlord and Tenant are at times collectively referred to hereinafter as the "**Parties**" or individually as "**Party**".

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Commencement Date/Term. This Agreement shall be effective as of the date of execution by both Parties ("**Effective Date**"). The initial term of this Agreement shall run for five (5) years (the "**Initial Term**"), commencing on the first day of the month after Tenant begins installation of Tenant's communications equipment, defined below as Tenant Facilities, (the "**Commencement Date**"). Before Tenant begins installation, it shall provide notice to Landlord pursuant to Paragraph 4.4.

This Agreement shall automatically be extended for four (4) additional five (5) year terms (each, a "**Renewal Term**"), unless Tenant terminates it at the end of the then-current term by giving Landlord written notice of the intent to terminate at least six (6) months prior to the end of the then-current term. Either Party may terminate this Agreement at the end of the fourth five (5) year extension term by giving the other Party written notice of an intention to terminate it at least three (3) months prior to the end of that term. If this Agreement has not been terminated by the end of the fourth five (5) year extension term, it shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for additional five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of the then-current term. The initial term and all extension terms shall be collectively referred to herein as the "**Term**."

2. Premises.

2.1 Landlord owns a parcel of land located at Granny White Pike in the City of Brentwood, County of Williamson, State of Tennessee, 37027, commonly known as Granny White Park. Said parcel of land is referred to herein as the "**Property**." Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of the Property consisting of approximately 143 square feet of land and space (the "**Premises**") as described in Exhibit A attached hereto. Upon termination or expiration of this Agreement, the Premises shall be returned to Landlord in the same condition as the Premises were in on the Commencement Date, except for normal wear and tear, casualty and any Tenant Facilities (as hereinafter defined) that are to remain on the Premises by agreement of the Parties.

2.2 Landlord further leases to Tenant a non-exclusive, utility and access easement of varying width (the "**Easement**") extending from Granny White Pike to the Premises, as more particularly described in Exhibit B attached hereto. Subject to such procedures as may be established pursuant to Paragraph 6, Tenant shall have rights of ingress and egress seven (7) days a week twenty-four (24) hours a day to and from the Premises by foot or on motor vehicle, including trucks, and for the installation and

maintenance of utility wires, fiber, poles, cables, conduits and pipes, over, under, or along one or more easements from the Premises, as depicted in Exhibit C.

2.3 If any public utility or fiber provider is unable to use the Easement(s), the Landlord hereby agrees to grant an additional easement either to the Tenant, or to the public utility or fiber provider, at no cost to the Tenant.

3. Survey. Landlord also hereby grants to Tenant the right to survey the Property, Premises, and the Easement. Such survey, upon review and acceptance by Landlord, shall then become Exhibit C, which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibits A and B. Cost for the survey work shall be borne by Tenant.

4. Permitted Use.

4.1 Tenant shall use the Premises and Easement for the transmission and reception of communications signals (the “**Permitted Use**”) and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications facility and uses incidental thereto, and related equipment, cables, accessories and improvements in support of the Permitted Use. All improvements, equipment, antennas, fiber and conduits constructed or installed by or on behalf of Tenant within the Premises and the Easement shall collectively be referred to as the “**Tenant Facilities**”. Tenant may undertake appropriate means to secure the Tenant Facilities at Tenant’s expense and their installation shall be at the discretion and option of Tenant. Above-ground Tenant Facilities constructed or installed by Tenant may include the following elements: (i) equipment to be placed on an existing uni-pole, and (ii) an existing equipment shelter that will store Tenant’s ground equipment, cabinets, fiber, and coax cables (the “**Equipment Shelter**”). The location and dimensions of the Tenant Facilities will be as depicted on Exhibit D, provided, however, that Tenant shall have the right to maintain, replace, repair, add or otherwise modify its utilities, fiber, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, fiber, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term, subject to Paragraph 4.3 regarding approvals needed for certain modifications. Tenant further has the right to add, modify and/or replace Tenant Facilities in order to be in compliance with any current or future federal, state or local laws, rules or regulations, including, but not limited to, those pertaining to emergency 911 communication services, without Landlord’s consent and at no cost to Tenant.

4.2 Landlord and Tenant shall each designate a representative (“**Landlord’s Representative**” and “**Tenant’s Representative**”) who will be the primary point of contact for the other Party in regard to the Premises, the Permitted Use and the Tenant Facilities. Until further notice, the Parties designate the following individuals as their Representatives:

LANDLORD:

Dave Bunt, Parks and Recreation Director
e-mail: dave.bunt@brentwoodtn.gov
Phone: (615) 371-0080

TENANT:

Verizon Wireless Network Real Estate Landlord Helpline
Phone: (866) 862-4404

During construction, installation and maintenance of the Tenant Facilities Tenant shall coordinate its plans for the installation and construction of the Tenant Facilities with Landlord’s Representative. Such construction, installation and maintenance shall be carried out so as not to unreasonably interfere with the use of the Property by Landlord and the public. In the event Landlord determines that Tenant’s plans for construction, installation and maintenance will unreasonably interfere with such use of the Property,

Tenant will adjust its plans so as to avoid such interference. In the event Tenant's construction, installation or maintenance operations actually cause unreasonable interference with use of the Property by the Landlord and/or the public, Tenant will cease such operations at Landlord's request until mutually agreeable arrangements are in place to resume operations without such interference.

4.3 Notwithstanding the foregoing, it is understood and agreed that Tenant's ability to use the Premises and Easement is contingent upon its obtaining after the execution date of this Agreement all certificates, permits and other approvals (collectively the "**Governmental Approvals**") that may be required by any federal, state or local authorities as well as satisfactory soil boring tests which will permit Tenant to engage in the Permitted Use as set forth above. Landlord shall cooperate with Tenant in its effort to obtain those approvals, and shall take no action which would adversely affect the status of the Property with respect to the Permitted Use thereof by Tenant.

As to Tenant Facilities, Tenant reserves the right to maintain, replace, repair, add to or otherwise modify its antennas, utilities, fiber, and ground equipment within the Premises, with similar and comparable equipment, provided that said replacement does not extend beyond the Premises, without the need for prior approval from the Brentwood Planning Commission or notice to or consent from the Landlord. For any equipment modification that is not similar and comparable or will extend beyond the Premises, Tenant must submit new plans to Landlord's Planning and Codes Director at Brentwood City Hall, 5211 Maryland Way, Brentwood, Tennessee 37027 for review and approval, such approval not to be unreasonably withheld. If required, Landlord's Planning and Codes Director may submit the plans to the Brentwood Planning Commission for approval. In the event the Brentwood Planning Commission denies approval of a proposed modification, Tenant may (i) revise its proposed modification to obtain the approval of the Brentwood Planning Commission, (ii) abandon its plans for the proposed modification or (iii) terminate this Agreement in accordance with Paragraph 10.

4.4 All of Tenant's construction, installation and maintenance work shall be performed at Tenant's sole cost and expense and in a good and workmanlike manner and in compliance with all applicable laws, codes and ordinances. Tenant shall notify Landlord at least five (5) business days in advance of commencing construction, installation (including preliminary clearing or excavation) or maintenance of the Tenant Facilities, provided that Landlord's Representative may authorize work to begin earlier in the event of an emergency or if an earlier commencement time will not pose difficulties or inconveniences for Landlord or the public.

4.5 Tenant shall, at Tenant's expense, keep and maintain all Tenant Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the Term of this Agreement, normal wear and tear and casualty excepted.

4.6 Tenant acknowledges Landlord has installed lighting on the existing uni-pole that is part of the Tenant Facilities. Landlord shall maintain, repair and replace such lighting as necessary. Tenant will cooperate with Landlord to facilitate the maintenance, repair and replacement of such lighting. Landlord will cooperate with Tenant to prevent damage to the Tenant Facilities or interference with the Permitted Use of the Premises during the maintenance, repair or replacement of such lighting.

4.7 *[Intentionally Omitted].*

4.8 Tenant has the right to remove the Tenant Facilities at its sole expense on the expiration of the Term or earlier termination of this Agreement, and Tenant shall repair any damage to the Premises caused by such removal. Within ninety (90) days after either expiration of the Term or the earlier termination of this Agreement, Tenant shall remove the Tenant Facilities from the Premises, unless Landlord and Tenant agree otherwise in writing. Notwithstanding the foregoing, the following shall remain on the Premises, unless otherwise directed by Landlord: (i) the uni-pole, (ii) the Equipment Shelter, and (iii) any electrical lines, cables, fixtures and accessories necessary to the operation of the

lighting installed on the uni-pole. Thereafter, ownership of the facilities left on the Premises pursuant to this paragraph shall remain the property of the Landlord. If any of the Tenant Facilities remain on the Premises at the end of the ninety (90) day period following expiration or termination, other than those Tenant Facilities which are to remain by agreement between the Parties, Tenant shall pay rent at the then-existing monthly rate, until such time as the removal of those Tenant Facilities to be removed is completed.

5. Rent.

5.1 Rental payments shall begin on the Commencement Date. During the Initial Term, rental payments shall be due at a total annual rental of \$30,000.00, to be paid in equal monthly installments on the first day of the month, in advance, to Landlord, or to such other person, firm, or place as Landlord may, from time to time, designate in writing at least 30 days in advance of any rental payment date, by notice given in accordance with this Agreement. The initial rental payment may not be delivered by Tenant until 90 days after the Commencement Date.

5.2 If this Agreement has not been terminated at the end of any five (5) year term, the monthly rental during each subsequent five (5) year term shall be increased by ten percent (10%) of the monthly rental paid for the immediately preceding five (5) year term. If this Agreement has not been terminated at the end of the fourth five (5) year extension term, the monthly rental shall again be increased by ten percent (10%) of the monthly rental for the preceding five (5) year term and shall thereafter be increased again by ten percent (10%) every five (5) years for as long as the Agreement remains in effect.

5.3 Rent will be payable to Landlord without a requirement that it be billed by Landlord. Tenant shall send rent payments to City of Brentwood, P. O. Box 788, Brentwood, Tennessee, 37024-0788; Attention: City Treasurer, or to such other address as Landlord provides to Tenant. Alternatively, upon Landlord's request and provision of bank routing information to Tenant, Tenant shall pay rent by electronic funds transfer. For any party to whom rental payments are to be made, Landlord, or any successor-in-interest of Landlord, shall provide to Tenant: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) completed and fully-executed state and local withholding forms, if required; and (iii) any other documentation required to verify Landlord's, or any other party's, right to receive rental, as is reasonably requested by Tenant. Rental shall accrue in accordance with this Agreement, but Tenant shall have no obligation to deliver rental payments until the requested documentation has been received by Tenant. Upon receipt of the requested documentation, Tenant shall deliver the accrued rental payments, as directed by Landlord.

6. Access. Landlord shall provide Tenant, Tenant's employees, agents, contractors, subcontractors and assigns with access to the Premises at all times during which the Property is open to the public and at such additional times as access by Tenant may be agreed upon by Landlord. Tenant's access to the Premises when the Property is closed to the general public shall be subject to such procedures as Landlord may reasonably prescribe in order to protect the Property and restrict access by other parties. Tenant and Landlord shall agree on the establishment and implementation of procedures to be followed in the event of an emergency involving the Permitted Use or the Tenant Facilities. Tenant agrees to indemnify Landlord for the cost of repairing any damage to Landlord's roadways or other parts of the Property caused by Tenant's access to the Premises.

7. Utilities.

7.1 Landlord shall, at all times during the Term, provide electrical service and telephone service access within the Premises. Tenant shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by Tenant's installation, and Tenant will be responsible for paying all utility charges for electricity consumed by Tenant on the Premises. Landlord

acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. During any power interruption at the Premises, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in, install, maintain and/or provide access to and use of, as necessary, a temporary source of power, and all related equipment and appurtenances within the Premises, or elsewhere on the Property, for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord. Tenant shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

7.2 Landlord hereby grants to any company providing utility or similar services, including electric power and telecommunications, to Tenant an easement over the Property to the Premises, and upon the Premises for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

8. Interference. Tenant shall install and operate the Tenant Facilities of the type and frequency that will be in compliance with all Federal Communications Commission ("FCC") requirements, including those prohibiting harmful interference, which is measurable in accordance with then existing industry standards, to communications facilities and equipment of Landlord or other lessees of the Property, provided that the installation and operation of any such facilities of the Landlord or other lessees predate the date this Agreement is executed by the Parties and continue to operate in accordance with all applicable laws and regulations. If any after-installed Tenant Facilities causes interference to the equipment of the Landlord or other lessees that existed on the Property prior to the date this Agreement is executed by both Parties, and after Landlord has notified Tenant in writing of that interference, Tenant will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Tenant's option, powering down the interfering equipment and later powering up that equipment for intermittent testing. In no event will Landlord be entitled to terminate this Agreement or relocate the equipment as long as Tenant is making a good faith effort to remedy the interference issue. Subsequent to the installation of the Tenant Facilities, Landlord will not, and will not permit its lessees who currently have or in the future take possession of the Property to, install new equipment on or make any alterations to the Property if such modifications are likely to cause interference to the then-existing Tenant Facilities. In the event interference occurs due to equipment installed after the installation of the Tenant Facilities, Landlord agrees to use best efforts to take all commercially reasonable steps to correct and eliminate such interference, including but not limited to, requiring the powering down of the interfering equipment and later powering up that equipment for intermittent testing. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, including, without limitation, injunctive relief and specific performance. Either Party's failure to comply with this paragraph shall be a material breach of this Agreement.

9. Taxes. Tenant shall pay personal property taxes, real estate taxes, assessments and any other charges assessed against the Tenant Facilities or sales tax imposed on the Rent (except to the extent that Tenant is, or may become, exempt from the payment of sales tax in the jurisdiction in which the Property is located) which Landlord demonstrates is the result of Tenant's use of the Premises and/or the installation, maintenance, and operation of the Tenant Facilities. Landlord and Tenant shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by Landlord or Tenant at the Property. Nothing in this Paragraph shall be construed as making Tenant liable for any portion of Landlord's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, Landlord shall have the responsibility to pay any personal property, real estate taxes, assessments, or

charges owed on the Property and shall do so prior to the imposition of any lien on the Property. Notwithstanding the foregoing, Tenant shall not have the obligation to pay any tax, assessment, or charge that Tenant is disputing in good faith in appropriate proceedings prior to a final determination that the tax is properly assessed, provided that no lien attaches to the Property. For any tax amount for which Tenant is wholly or partly responsible for payment under this Agreement, Tenant shall have the right to contest, appeal, or seek modification of any tax assessment or billing in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant as may be allowed by applicable law. This right shall include the ability to institute any legal, regulatory or informal action with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement, filing, prosecution of any such proceedings, and perfecting any appeal or challenge to taxes and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. If as a result of any appeal or challenge by Tenant, there is a reduction, credit or repayment received by the Landlord for any taxes previously paid by Tenant, Landlord agrees to promptly reimburse to Tenant the amount of that reduction, credit or repayment. If Tenant does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Landlord will pursue that dispute at Tenant's sole cost and expense upon written request of Tenant.

10. Termination.

10.1 This Agreement may be terminated without further liability on thirty (30) days prior written notice by either Party upon the default of Tenant or Landlord as provided in Paragraph 21. In the event of a default, the remedies available to the non-defaulting Party shall be as described in Paragraph 22.

10.2 This Agreement may also be terminated by Tenant without further liability (i) if Tenant is unable to reasonably obtain or maintain any Governmental Approval, thus restricting Tenant from installing, removing, replacing, maintaining or operating the Tenant Facilities or using the Premises for the Permitted Use; (ii) if any Governmental Approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) if Tenant determines that the Governmental Approvals may not be obtained in a timely manner; (iv) if Tenant determines that any soil boring tests are unsatisfactory; (v) if Tenant determines that the Premises are not technically compatible for its operations for economic, environmental or technological reasons, including without limitation, signal strength, coverage or interference; (vi) if Tenant otherwise determines, within its sole discretion, that it will be unable to use the Premises for the Permitted Use; or (vii) at any time before the Commencement Date for any reason or no reason in Tenant's sole discretion. In the event Tenant terminates this Agreement pursuant to this Paragraph 10 at any time, notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing by certified mail, return receipt requested, and shall be effective upon the mailing of the notice by Tenant, or upon such later date as designated by Tenant. All rentals paid to said termination date shall be retained by Landlord. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the Tenant shall have no further obligations for the payment of rent to Landlord.

10.3 Notwithstanding anything to the contrary contained herein, provided Tenant is not in default hereunder beyond applicable notice and cure periods, Tenant shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to Landlord. For purposes of this Paragraph 10.3, Tenant shall pay Landlord a termination fee equal to the amount of rent due for six (6) months, following the date of termination. No such termination fee will be due if termination is due to an uncured default by Landlord pursuant to Paragraph 10.1 or damage, destruction or condemnation of the Premises pursuant to Paragraph 11.

11. Destruction or Condemnation. If the Premises or Tenant Facilities are damaged or destroyed by fire or other casualty, Landlord and Tenant shall mutually develop a joint remediation plan to determine the future of the Tenant Facilities. If (i) Landlord and Tenant have been unable to develop a plan that allows for the repair, replacement or continued use of the Tenant Facilities as may be necessary for Tenant's operations, (ii) the Premises cannot reasonably be expected to be repaired within forty-five (45) days following the casualty, or (iii) if such damage may reasonably be expected to disrupt Tenant's operations at the Premises for more than forty-five (45) days, then Tenant may elect, provided that Landlord has not completed the restoration required to permit Tenant to resume its operation at the Premises, to terminate this Agreement as of the date of the damage or destruction by giving notice to Landlord no more than fifteen (15) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If Tenant chooses not to terminate this Agreement, rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises until the Tenant Facilities are repaired, restored or replaced.

If the Premises, Tenant Facilities, or all or any portion of the Property are condemned or transferred in lieu of condemnation, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, Tenant, in Tenant's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if the condemnation may reasonably be expected to disrupt Tenant's operations at the Premises for more than forty-five (45) days, Tenant may, at Tenant's option, to be exercised in writing within fifteen (15) days after Landlord has given Tenant written notice of the taking (or in the absence of such notice, within fifteen (15) days after the condemning authority has taken possession), terminate this Agreement as of the date the condemning authority takes possession. In any condemnation proceeding involving the Premises, Tenant may on its own behalf make a claim for losses related to the equipment, conduits, fixtures, its relocation costs, and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in the notice was the date originally set as the expiration date of this Agreement, and the Parties shall make an appropriate adjustment as of the termination date with respect to payments due to the other under this Agreement. If Tenant does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. If this Agreement is not terminated by reason of the condemnation, Landlord shall promptly repair any damage to the Premises caused by the condemning authority.

12. Insurance and Indemnity.

12.1 Tenant, at Tenant's sole cost and expense, shall provide commercial general liability (CGL) insurance with respect to its activities on the Property, in the amount of Three Million Dollars (\$3,000,000) each occurrence and Six Million Dollars (\$6,000,000) general aggregate, for bodily injury (including death) and for property damage each occurrence. Such insurance shall insure against all liability of Tenant and its employees arising out of or in connections with Tenant's occupancy of the Property and its installation, use, operation, maintenance, repair or removal of the Tenant Facilities. Within ten (10) days following the Commencement Date, Tenant shall provide Landlord with a certificate of insurance, evidencing the coverage required by this paragraph and including the Landlord as an additional insured as their interest may appear under this Agreement. Landlord's additional insured status shall (i) be limited to bodily injury and property damage caused, in whole or in part, by Tenant, its employees; and (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors.

12.2 Each Party agrees to indemnify and hold the other harmless from and against any and all claim of loss or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent that (i) those claims or damages may be attributable to the negligent or willful misconduct of the other Party, its employees, agents or independent contractors; or (ii) Landlord's authority to indemnify or hold Tenant harmless is limited by applicable law.

13. Limitation of Liability. Except for indemnification pursuant to Paragraphs 12 and 15, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees, for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. Assignment; Co-location.

13.1 Tenant may assign, sell or transfer this Agreement in its entirety only upon the prior written approval of Landlord's chief administrative officer, provided that such approval is not to be unreasonably withheld, conditioned or delayed; and further provided that Tenant may assign, sell, or transfer this Agreement to Tenant's principal, parent, affiliate, subsidiary of its principal or any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located, by reason of a merger, acquisition or other business reorganization without any approval or consent of the Landlord. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder.

13.2 Tenant may sublease or co-locate an additional commercial mobile radio service provider ("CMRS Provider") upon a portion of the Premises, with the prior approval of Landlord's chief administrative officer, not to be unreasonably withheld, conditioned or delayed and subject to the terms of this paragraph. Notwithstanding the foregoing, Tenant acknowledges that any such co-location must comply with all applicable federal, state and local laws and regulations, and that the approval of the Brentwood Planning Commission may be required. In the event Tenant desires to co-locate an additional CMRS provider on the Premises, whether through a sublease or partial assignment, such CMRS provider shall be required to obtain a separate ground lease and/or consent agreement from Landlord. The Parties understand that: (i) Landlord may charge the CMRS provider for such ground lease and/or consent agreement, at rates determined at Landlord's reasonable discretion; (ii) Landlord and Tenant shall reasonably cooperate to locate additional CMRS providers on the Premises, provided that Landlord shall have no obligation to locate CMRS providers that pose a risk of interference with Landlord's use of the Property, fail to meet the requirements of applicable federal, state and local laws and regulations, or do not meet Landlord's reasonable financial integrity standards; (iii) Landlord may not charge an additional amount to Tenant for the placement of a CMRS provider; and (iv) in the event of a default or breach by a CMRS provider to either Party, Landlord and Tenant shall reasonably cooperate with the other Party to evict or otherwise remove the defaulting CMRS. Any sublease that is entered into by Tenant shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

14. Title and Quiet Enjoyment. Landlord represents and warrants that, as of the execution date of this Agreement, and covenants during the Term that (i) Landlord is seized of good and sufficient title and interest to the Property, (ii) Landlord has full right, power and authority to enter into and execute this Agreement, (iii) Tenant may peacefully and quietly have, hold, and enjoy the Premises and such access thereto, provided that Tenant is not in default hereunder after notice and expiration of all cure periods, and (iv) the Property and access rights are free and clear of all liens, encumbrances, restrictions,

judgments, covenants, or easements which prevent or adversely affect the use or occupancy of the Premises by Tenant.

15. Environmental. As of the Commencement Date of this Agreement: (1) Tenant hereby represents and warrants that it shall not use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon or affecting the Property in violation of any applicable law or regulation, and (2) Landlord hereby represents and warrants that (i) it has no knowledge of the presence of any Hazardous Material located in, on, under, upon or affecting the Property in violation of any applicable law or regulation; (ii) no notice has been received by or on behalf of Landlord from any governmental entity or any person or entity claiming any violation of any applicable environmental law or regulation in, on, under, upon or affecting the Property; and (iii) Landlord will not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Material in, on, under, upon, or affecting the Property in violation of any applicable law or regulation. To the extent permitted by law, Landlord and Tenant shall each indemnify, defend and hold the other harmless from and against all losses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (i) any breach of any representation or warranty made in this Paragraph 15 by such Party; and/or (ii) environmental conditions or noncompliance with any applicable law or regulation that result, in the case of Tenant, from operations in or about the Property by Tenant or Tenant's agents, employees or contractors, and in the case of Landlord, from the ownership or control of, or operations in or about, the Property by Landlord or Landlord's respective agents, employees or contractors. The Parties recognize that Tenant is only leasing a small portion of Landlord's property and that Tenant shall not be responsible for any environmental condition or issue except to the extent resulting from Tenant's specific activities and responsibilities. In the event that Tenant encounters any Hazardous Material that does not result from its activities, Tenant may relocate its facilities to avoid such Hazardous Material to a mutually agreeable location or, if Tenant desires to remove at its own cost all or some of the Hazardous Material or substances (such as soil) containing the Hazardous Material, Landlord agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances. The provisions of this Paragraph 15 shall apply as of the Commencement Date of this Agreement and survive termination of this Agreement. "**Hazardous Material**" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any applicable environmental law or regulation, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls, lead paint, and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any applicable environmental law or regulation.

16. Notices. All notices, requests, demands and other communications hereunder (other than communications between Landlord's Representative and Tenant's Representative, as set forth in Paragraph 4) shall be in writing and shall be deemed validly given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to Tenant, to:	If to Landlord, to:
Cellco Partnership d/b/a Verizon Wireless Attention: Network Real Estate 180 Washington Valley Road Bedminster, New Jersey 07921	City of Brentwood, Tennessee Attn: City Manager 5211 Maryland Way Brentwood, TN 37027 Telephone: 615-371-0060 With a copy to: City of Brentwood, Tennessee

	Attn: Parks and Recreation Director 5211 Maryland Way Brentwood, TN 37027 Telephone: 615-371-0060
--	--

Landlord or Tenant may from time to time designate any other address for this purpose by written notice to the other Party. All notices hereunder shall be deemed received upon actual receipt or refusal to accept delivery as shown on the receipt obtained pursuant to the foregoing.

17. Marking and Lighting. Tenant shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC. Should Landlord be cited because the Property is not in compliance and should Tenant fail to cure the conditions of noncompliance, Landlord may proceed to cure the conditions of noncompliance at Tenant's expense, which amounts shall be added to the Rent and any other charges or amounts due, or coming due, to Landlord.

18. Miscellaneous.

18.1 If Tenant is to pay Rent to a payee other than the Landlord, Landlord shall notify Tenant in writing at least sixty (60) days in advance of any rental payment date by notice given in accordance with Paragraph 16 of the payee's name, address, and other information and documentations as reasonably requested by Tenant.

18.2 The substantially prevailing Party in any legal claim arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

18.3 If any provision of the Agreement is invalid or unenforceable with respect to any Party, it shall be considered deleted from this Agreement and the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each remaining provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of that Party has the full right, power and authority to enter into and execute this Agreement on that Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

18.4 Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive.

18.5 This Agreement shall be governed under the laws of the State of Tennessee, and be binding on and inure to the benefit of the successors, heirs, personal representatives and permitted assignees of the respective Parties. The Parties agree to submit to the jurisdiction and venue of the courts of Williamson County, Tennessee or the federal district court of the Middle District of Tennessee.

18.6 If requested by Tenant, Landlord agrees to execute a Memorandum of this Agreement, which Tenant may record with the appropriate recording officer. The date set forth in said Memorandum is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

18.7 All Exhibits referred to herein are incorporated herein for all purposes.

18.8 This Agreement constitutes the entire Agreement between the Parties, and supersedes all understandings, offers, negotiations and other leases concerning the subject matter contained herein. There are no verbal or oral representations or understandings of any kind not set forth herein. Any amendments, modifications or waivers of any of the terms and conditions of this Agreement must be in writing and executed by both Parties, or in a written acknowledgement in the case provided in Paragraph 1. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement, or to exercise any of its rights under the Agreement, shall not waive those rights, and that Party shall have the right to enforce its rights at any time, and take such action as may be lawful and authorized under this Agreement, in law or in equity.

18.9 The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

19. Right of First Refusal. Tenant shall have the right of first refusal to meet any third-party offer of sale or transfer on the same terms and conditions of that offer if Landlord elects, during the Term:

(i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, or

(ii) to grant to a third party by easement or other legal instrument an interest in that portion of the Property occupied by Tenant, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party.

If Tenant fails to meet the third-party offer within thirty (30) days after written notice thereof from Landlord, Landlord may sell or grant the easement or interest in the Property, or portion thereof, to the third party in accordance with the terms and conditions of the third-party offer.

20. Rights Upon Sale. Should Landlord, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than Tenant, or (ii) to grant to a third party by easement or other legal instrument an interest in that portion of the Property occupied by Tenant, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, that sale or grant of an easement or interest therein shall be under and subject to this Agreement, and any purchaser or transferee shall recognize Tenant's rights under the terms of this Agreement. To the extent that Landlord grants to a third party by easement or other legal instrument an interest in that portion of the Property occupied by Tenant for the purpose of operating and maintaining communications facilities or the management thereof, and in conjunction therewith, assigns this Agreement to that third party, Landlord shall not be released from its obligations to Tenant under this Agreement, and Tenant shall have the right to look to Landlord and the third party for the full performance of this Agreement.

21. Default.

21.1 If there is a breach by Tenant with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, Landlord shall give Tenant written notice of that breach. After receipt of the written notice, Tenant shall have thirty (30) days in which to cure any monetary breach, and sixty (60) days in which to cure any non-monetary breach, provided Tenant shall have such extended period as may be required beyond the sixty (60) days if the nature of the cure reasonably requires more than sixty (60) days, and Tenant commences the cure within the sixty (60) day period, and thereafter continuously and diligently pursues the cure to completion. Landlord may not

maintain any action or effect any remedies for default against Tenant unless and until Tenant has failed to cure the breach within the time periods provided in this Paragraph.

21.2 If there is a breach by Landlord with respect to any of the provisions of this Agreement or its obligations under it, Tenant shall give Landlord written notice of that breach. After receipt of the written notice, Landlord shall have thirty (30) days in which to cure the breach, provided Landlord shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure reasonably requires more than thirty (30) days, and Landlord commences the cure within the thirty (30) day period, and thereafter continuously and diligently pursues the cure to completion. Tenant may not maintain any action or effect any remedies for default against Landlord unless and until Landlord has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if Landlord fails, within five (5) days after receipt of written notice of the breach, to perform an obligation required to be performed by Landlord if the failure to perform that obligation interferes with Tenant's ability to conduct its business on the Property; provided, however, that if the nature of Landlord's obligation is such that more than five (5) days after the notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within the five (5) day period, and thereafter diligently pursued to completion.

22. Remedies. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to, obtaining reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of that default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, the non-defaulting Party shall use reasonable efforts to mitigate its damages in connection with a default by the defaulting Party. If the non-defaulting Party so performs any of the defaulting Party's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by the non-defaulting Party shall immediately be owing by the defaulting Party to the non-defaulting Party, and the defaulting Party shall pay to the non-defaulting Party upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if Landlord is the defaulting Party and does not pay Tenant the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from Landlord, Tenant may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to Landlord until the full undisputed amount, including all accrued interest, is fully reimbursed to Tenant.

23. Applicable Laws. During the Term, Landlord shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect, or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). Tenant shall, in respect to the condition of the Premises and at Tenant's sole cost and expense, comply with: (a) all Laws relating solely to Tenant's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by Tenant in the Premises.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first above written.

LANDLORD:

CITY OF BRENTWOOD, TENNESSEE

By: _____
Jill Burgin
Mayor

Date: _____

TENANT:

CELLCO PARTNERSHIP
d/b/a Verizon Wireless

By: Eric A. Mann
Eric A. Mann
Director, Network Field Engineering

Date: 3/20/19

ATTEST:

Name: _____

Title: _____

<SEAL>

Tenant is referred to as "Lessee" on the Attached Exhibits

Exhibit A

LESSEE'S EQUIPMENT SITE LEASEHOLD AREA DESCRIPTION

Beginning at a capped (Sharondale Nashville) iron pin set at the southwest corner of Lessee's equipment site leasehold area located at Tennessee State Plane (NAD 83) Grid North Coordinate North 614,746.40, East 1,726,333.00, said iron pin being North 60 degrees 40 minutes 04 seconds East, 626.15 feet from an iron pin found in the east margin of Granny White Pike representing the southwest corner of the property conveyed to The Williamson County, Tennessee, Board of Education, of record in Deed Book 7137, Page 447, of the Register's Office of Williamson County, Tennessee;

Thence, North 14 degrees 37 minutes 30 seconds East, 11.00 feet to a capped (Sharondale Nashville) iron pin set at the northwest corner of Lessee's equipment site leasehold area;

Thence, South 75 degrees 22 minutes 30 seconds East, 13.00 feet to a capped (Sharondale Nashville) iron pin set at the northeast corner of Lessee's equipment site leasehold area;

Thence, South 14 degrees 37 minutes 30 seconds West, 11.00 feet to a capped (Sharondale Nashville) iron pin set at the southeast corner of Lessee's equipment site leasehold area;

Thence, North 75 degrees 22 minutes 30 seconds West, 13.00 feet to the point of beginning, containing 143 square feet (0.0033 acres).

Being a portion of the property conveyed to The Williamson County, Tennessee, Board of Education, of record in Deed Book 7137, Page 447, of the Register's Office of Williamson County, Tennessee.

Exhibit B

LESSEE'S VARIABLE WIDTH ACCESS RIGHT OF WAY AREA DESCRIPTION

Beginning at a point in the east margin of Granny White Pike located at Tennessee State Plane (NAD 83) Grid North Coordinate North 614,880.54, East 1,725,834.82, said iron pin being North 6 degrees 10 minutes 26 seconds East, 443.44 feet from an iron pin found in the east margin of Granny White Pike representing the southwest corner of the property conveyed to The Williamson County, Tennessee, Board of Education, of record in Deed Book 7137, Page 447, of the Register's Office of Williamson County, Tennessee;

Thence, with the east margin of Granny White Pike, North 6 degrees 10 minutes 26 seconds East, 30.01 feet to a point;

Thence, leaving the east margin of Granny White Pike, South 82 degrees 16 minutes 22 seconds East, 562.39 feet to a point;

Thence, South 14 degrees 37 minutes 30 seconds West, 101.23 feet to a point

Thence, North 75 degrees 22 minutes 30 seconds West, 25.00 feet to a capped "Sharondale Nashville" iron pin set at the southeast corner of Lessee's equipment site leasehold area;

Thence, North 14 degrees 37 minutes 30 seconds East, passing a capped "Sharondale Nashville" iron pin set at the northeast corner of Lessee' equipment site leasehold area at 11.00 feet, a total distance of 67.99 feet to a point;

Thence, North 82 degrees 16 minutes 22 seconds West, 532.76 feet to the point of beginning, containing 18,541 square feet (0.426 acres).

Being a portion of the property conveyed to The Williamson County, Tennessee, Board of Education, of record in Deed Book 7137, Page 447, of the Register's Office of Williamson County, Tennessee.

**LESSEE'S FIVE FOOT WIDE FIBER/UTILITY RIGHT OF WAY AREA
DESCRIPTION**

Being a five foot wide fiber/utility easement extending from the east right of way of Granny White Pike to the east margin of Lessee's equipment site leasehold area, at all times being 2.5 feet wide each side of and parallel with the following described centerline:

Beginning at a point in the east margin of Granny White Pike located at Tennessee State Plane (NAD 83) Grid North Coordinate North 614,878.05, East 1,725,834.55, said iron pin being North 6 degrees 10 minutes 26 seconds East, 440.94 feet from an iron pin found in the east margin of Granny White Pike representing the southwest corner of the property conveyed to The Williamson County, Tennessee, Board of Education, of record in Deed Book 7137, Page 447, of the Register's Office of Williamson County, Tennessee;

Thence, leaving the east margin of Granny White Pike, South 82 degrees 16 minutes 22 seconds East, 534.92 feet to a point;

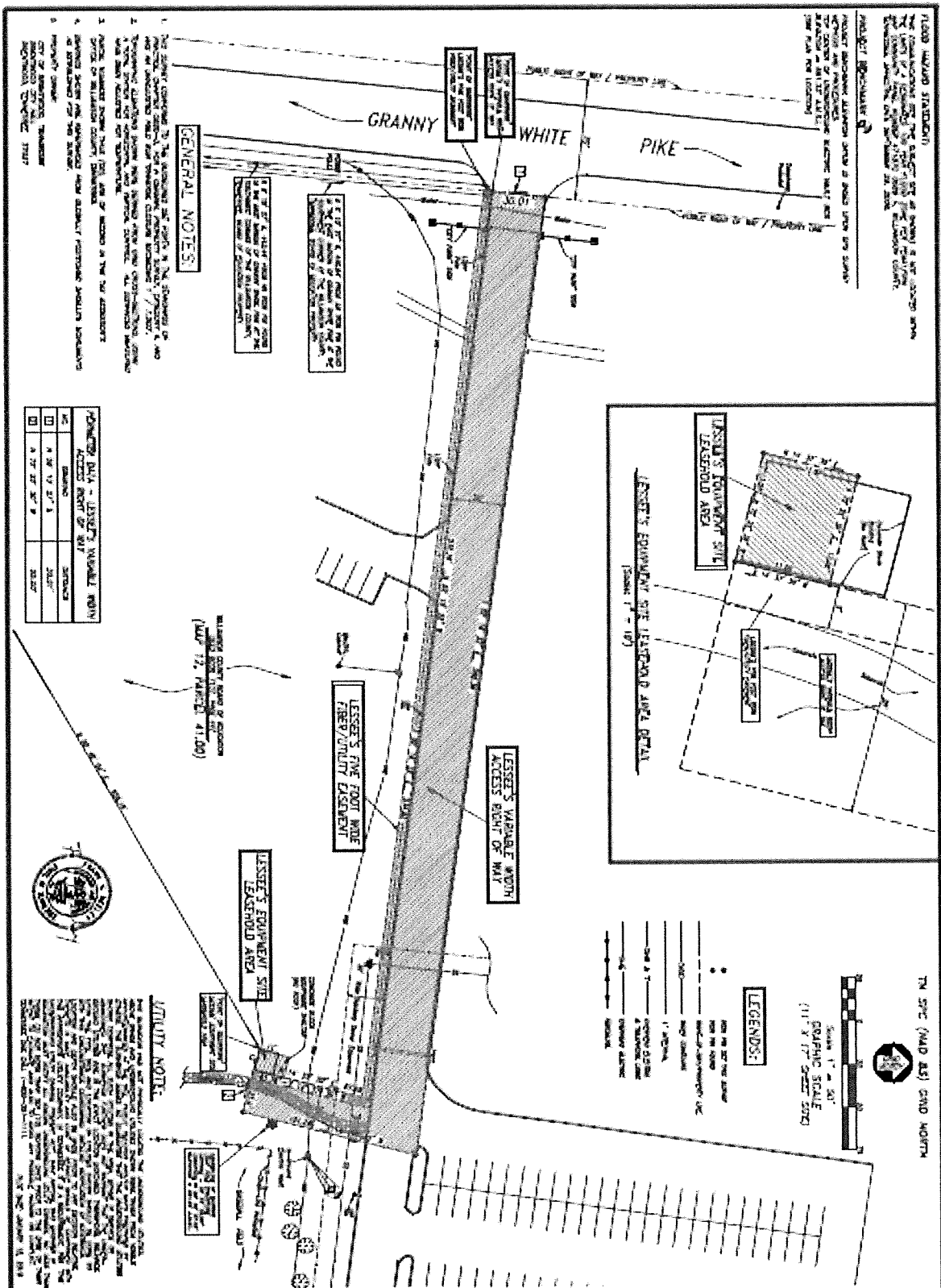
Thence, South 14 degrees 37 minutes 30 seconds West, 65.78 feet to the point of termination, containing 0.069 acres.

Being a portion of the property conveyed to The Williamson County, Tennessee, Board of Education, of record in Deed Book 7137, Page 447, of the Register's Office of Williamson County, Tennessee.

Exhibit C

Survey of Premises and Easement

[See attached, 2-page survey]



[illegible][illegible][illegible]

(SPACE ABOVE LINE FOR CLERK'S USE ONLY)

This Instrument Was Prepared By
and When Recorded Mail to:
W. Lee Taylor, III, Esq., Esq.
Baker Donelson, Bearman, Caldwell & Berkowitz, PC
211 Commerce Street, Suite 800
Nashville, Tennessee 37201

MEMORANDUM OF COMMUNICATION SITE LEASE AGREEMENT

This Memorandum of Communication Site Lease Agreement ("**Memorandum**"), is made this ____ day of _____, 2019, by and between City of Brentwood, a Tennessee municipal corporation, with a principal office of 5211 Maryland Way, Brentwood, Tennessee 37027 (the "**Landlord**"), and **Cellco Partnership d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("**Tenant**").

RECITALS:

WHEREAS, Landlord is the owner of certain real property located at Granny White Pike, Brentwood, Williamson County, Tennessee 37027, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the "**Property**"); and

WHEREAS, the Premises and Easement (each as defined below) are a portion of the Property; and

WHEREAS, Tenant leases the Premises from Landlord pursuant to the Communication Site Lease Agreement of even date herewith (the "**Lease**"); and

TENANT SITE NAME: Granny White Park
TENANT SITE NUMBER: 434843

4842-4390-2855v1

3000001-140428 03/12/2019

WHEREAS, Landlord and Tenant desire to file this Memorandum of record in the Office of the Register of Deeds of Williamson County, Tennessee, in order to provide record notice to third parties of Tenant's leasehold interest in the Premises;

NOW, THEREFORE, for and in consideration of the Premises, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are expressly acknowledged by the parties, Landlord and Tenant agree and acknowledge for themselves and their respective successors and assigns, as follows:

1. Landlord grants to Tenant the right to install, maintain, and operate communications equipment upon an approximately one hundred forty-three square feet (143') square ft. portion of the Property (the "**Premises**"), together with the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property, to and from the Premises, and for the purpose of installation, operation, and maintenance of Tenant's communications equipment, including utilities and fiber, over, under, along, and through a variable width right-of-way, and over, under, along, and through one or more additional rights of way from the Property (collectively, the "**Easement(s)**"). The Property is further described on Exhibit A, attached hereto and made a part hereof. The Premises and Easement are further described and depicted on Exhibit B, attached hereto and made a part hereof.

2. The term of the Lease is Five (5) years commencing on the Commencement Date as defined in the Lease. Tenant may extend the term of the Lease for Four (4) renewal terms of Five (5) years each, upon the terms and conditions set forth in the Lease.

3. The Lease is binding upon Landlord and Tenant, and their respective successors and assigns.

4. Tenant has the right of first refusal to purchase, or obtain a communications easement under, the Premises during the initial term and all renewal terms of the Lease.

5. This Memorandum contains only selected provisions of the Lease and reference is made to the full text of the Lease for all of the applicable terms and conditions. This Memorandum does not, in any way, amend or supersede the terms and conditions of the Lease.

Balance of page intentionally left blank

Signature page following

TENANT SITE NAME: Granny White Park
TENANT SITE NUMBER: 434843

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Memorandum the day and year first above written.

LANDLORD:

City of Brentwood, Tennessee

By: _____
Jill Burgin
Mayor

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: Eric A. Mann
Eric A. Mann
Director, Network Field Engineering

Acknowledgments on following page

TENANT SITE NAME: Granny White Park
TENANT SITE NUMBER: 434843

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned Notary Public, personally appeared Jill Burgin, with whom I am personally acquainted (or whose identity was proven to me on the basis of satisfactory evidence), who acknowledged herself to be the Mayor of City of Brentwood, Tennessee, and affirmed that, being duly authorized, she executed the foregoing instrument on behalf of _City of Brentwood, Tennessee for the purposes therein contained.

Witness my hand and seal this ____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires:

TENANT SITE NAME: Granny White Park
TENANT SITE NUMBER: 434843

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

Before me, a Notary Public, personally appeared Eric A. Mann, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Director, Network Field Engineering of Cellco Partnership, d/b/a Verizon Wireless, the within named bargainer, and that being duly authorized, he executed the foregoing instrument on behalf of Cellco Partnership d/b/a Verizon Wireless for the purpose therein contained.

Witness my hand and seal this 20th day of MARCH, 2019.

NOTARY PUBLIC

(NOTARIAL SEAL)

My Commission Expires:

09/18/2021



TENANT SITE NAME: Granny White Park
TENANT SITE NUMBER: 434843

Exhibit A

Description of the Property

Property located in Williamson, TN

Land lying wholly within the Fifteenth Civil District of Williamson County, Tennessee and more particularly described according to a survey made by Edward L. Adams, R.L.S. #1139, dated August 22, 1985 as follows, to-wit:

Beginning at an iron pin located in the centerline of an abandoned road, said iron pin further described as being the Southeast corner of Thomas W. Holzen as recorded in Deed Book 498, Page 336, R.O.W.C. and being the Northeast corner of the herein described property; thence continuing with the centerline of said abandoned road South 55 degrees 58' 13" East 429.00 feet to an iron pin; thence South 43 degrees 09' 22" East 132.00 feet to an iron pin; thence South 36 degrees 31' 32" East 641.00 feet to an iron pin located in the north line of the Williamson County Board of Education property as recorded in Deed Book 175, Page 9 R.O.W.C.; thence leaving said abandoned road and continuing with the north line of the Board of Education property South 73 degrees 03' 35" West 1503.37 feet to a railroad spike located in the centerline of Granny White Pike; thence with the same North 17 degrees 06' 41" West 1025.50 feet to a railroad spike; thence leaving said road and running generally with a fence North 71 degrees 16' 11" East 963.57 feet to the point of beginning, containing 30.86 acres, more or less.

AND BEING the same property conveyed to City of Brentwood from State of Tennessee, acting by the Commissioner of the Department of Finance and Administration by Quitclaim Deed dated September 26, 1985 and recorded December 16, 1985 in Deed Book 566, Page 192.

Tax Parcel No. 012-04100

TENANT SITE NAME: Granny White Park
TENANT SITE NUMBER: 434843

Tenant is referred to as "Lessee" on the Attached Exhibits

Exhibit B

LESSEE'S EQUIPMENT SITE LEASEHOLD AREA DESCRIPTION (PREMISES)

Beginning at a capped (Sharondale Nashville) iron pin set at the southwest corner of Lessee's equipment site leasehold area located at Tennessee State Plane (NAD 83) Grid North Coordinate North 614,746.40, East 1,726,333.00, said iron pin being North 60 degrees 40 minutes 04 seconds East, 626.15 feet from an iron pin found in the east margin of Granny White Pike representing the southwest corner of the property conveyed to The Williamson County, Tennessee, Board of Education, of record in Deed Book 7137, Page 447, of the Register's Office of Williamson County, Tennessee;

Thence, North 14 degrees 37 minutes 30 seconds East, 11.00 feet to a capped (Sharondale Nashville) iron pin set at the northwest corner of Lessee's equipment site leasehold area;

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Thence, North 75 degrees 22 minutes 30 seconds West, 13.00 feet to the point of beginning, containing 143 square feet (0.0033 acres).

Being a portion of the property conveyed to The Williamson County, Tennessee, Board of Education, of record in Deed Book 7137, Page 447, of the Register's Office of Williamson County, Tennessee.

TENANT SITE NAME: Granny White Park
TENANT SITE NUMBER: 434843

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(EASEMENT)**

Beginning at a point in the east margin of Granny White Pike located at Tennessee State Plane (NAD 83) Grid North Coordinate North 614,880.54, East 1,725,834.82, said iron pin being North 6 degrees 10 minutes 26 seconds East, 443.44 feet from an iron pin found in the east margin of Granny White Pike representing the southwest corner of the property conveyed to The Williamson County, Tennessee, Board of Education, of record in Deed Book 7137, Page 447, of the Register's Office of Williamson County, Tennessee;

Thence, with the east margin of Granny White Pike, North 6 degrees 10 minutes 26 seconds East, 30.01 feet to a point;

Thence, leaving the east margin of Granny White Pike, South 82 degrees 16 minutes 22 seconds East, 562.39 feet to a point;

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Being a five foot wide fiber/utility easement extending from the east right of way of Granny White Pike to the east margin of Lessee's equipment site leasehold area, at all times being 2.5 feet wide each side of and parallel with the following described centerline:

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TENANT SITE NAME: Granny White Park
TENANT SITE NUMBER: 434843

TENANT SITE NAME: Granny White Park
TENANT SITE NUMBER: 434843



Brentwood City Commission Agenda

Meeting Date: 04/08/2019

Appointment of Three (3) Members to the Park Board

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Appointment of Three (3) Members to the Park Board

Background

At the April 8, 2019 meeting, the Board of Commissioners will appoint three (3) members to the Park Board. The appointees will serve three (3) year terms expiring April 30, 2022. Applicants must be residents of the City of Brentwood.

Notice of the upcoming appointments and process/deadlines for applications was published in the Tennessean Williamson, posted on the City's web page and on the Brentwood City Government Cable Channel (BTV).

The interested persons are:

1. Dawn DeJongh
2. Kyra Richter
3. Vicki Sanford (incumbent)
4. Rob Silverman

Their applications are attached.

Staff Recommendation

n/a

Fiscal Impact

Attachments

Applications

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Tuesday, July 17, 2018 11:11:33 AM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 07/17/2018 11:11 AM
Response #: 106
Submitter ID: 8139
IP address: 172.24.96.111
Time to complete: 2 min. , 24 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

☐ Park Board

What is your name?

Dawn DeJongh

Spouse's name (if applicable)?

Not answered

Address:

104 Foxborough Sq. W.

Home Phone:

615-482-7879

Business Phone:

Not answered

Fax Number:

Not answered

Email address:

jesuisdawn@icloud.com

Employer

Burning Ground Entertainment

Occupation:

Entertainment

Spouse Employer:

Not answered

Spouse Occupation:

Not answered

How long have you lived in Brentwood:

4

Community Involvement:

none so far!

Brief summary of why you would like to serve on this board:

We are moving from Franklin to Brentwood and I would like to get involved in our community!

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

no

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

no

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

yes

By submitting this application, I confirm that the above information is true and correct and, if I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

[x] I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Wednesday, March 13, 2019 10:53:41 AM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 03/13/2019 10:53 AM
Response #: 126
Submitter ID: 13165
IP address: 172.24.96.111
Time to complete: 41 min. , 12 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

(o) Park Board

What is your name?

Kyra Richter

Spouse's name (if applicable)?

Divorced

Address:

8222 Holly Rd

Phone Number:

6154003738

Email address:

Drkyrarichter@gmail.com

Employment Status:

(o) Employed

Current Employer or Former Employer if Retired

Self employed

Job Title

Immunologist

Spouse's Current Employer or Former Employer if Retired:

N/A

Spouse's Job Title:

N/A

How many years have you lived in Brentwood?

5

Please provide a detailed description of your community involvement below:

I am completing my second year on the board of Tennessee Soccer Club and I have just joined Women Who Care of Williamson County. I volunteer with Salvation Army, Graceworks Ministries, and the Nashville Rescue Mission. I have also organized cookie baking and visits for my kids' soccer teams to Heritage of Brentwood and to do park cleanup of Crockett.

Please provide a brief summary of why you would like to serve on this board:

I moved to Nashville from California 20 years ago for graduate school at Vanderbilt. I immediately fell in love with the area. Our family was fortunate to move into Brentwood 5 years ago. When we were looking for a home, access to the Crockett Park Greenway was top on our list. We have enjoyed living so close to the park. We walk, we ride, we scooter, we skateboard, we go for picnics, we go for the concerts and movies, and to play lots of soccer. We also spend considerable time at Tower Park, Granny White Park, and the Joe Reagan Soccer Field. The parks are one of Brentwood's many shining features! In January I had the opportunity to attend the Joe Reagan ceremony at the Indoor Arena and found out more about the Park Board legacy. I was so impressed by the hard work of these individuals and the impact they have had on the community. I went online and saw there was an opening on the board and this presented me an opportunity to get more involved in Brentwood and give back to the community that I love. I have served on many boards over the years, from Vanderbilt, to my kids' schools, and in the communities that I have lived. I am a hardworker, enthusiastic, a leader and a team player, have a passion for stewardship, and I am committed to the working through the minute details while keeping the big picture in focus. I love Brentwood and plan to call it home for the rest of the life. I am happy to meet with the board or provide additional details.

The following questions request additional information that may be pertinent in the consideration of appointments to City boards. Affirmative responses to these questions will not necessarily be grounds for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

Are you related by blood, marriage or adoption to any member of the Brentwood City Commission, any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

I am not

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

Yes, I am on the board of Tennessee Soccer Club.

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

On the Tennessee Soccer Club board we do not manage the park usage or access, but at times we are privy to discussions that the Tennessee Soccer Club administration has with the Parks and Recreation department. If elected to the Park Board, my priority and perspective will be what is best for Brentwood.

By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Wednesday, January 30, 2019 6:47:04 PM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 01/30/2019 6:46 PM
Response #: 123
Submitter ID: 12819
IP address: 172.24.96.111
Time to complete: 44 min. , 17 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

☐ Park Board

What is your name?

Vicki Sanford

Spouse's name (if applicable)?

Not answered

Address:

9306 Seminole Drive

Home Phone:

615-373-5493

Business Phone:

615-969-3251

Fax Number:

Not answered

Email address:

tnvsan@aol.com

Employer

Hollis Pharmacy

Occupation:

Pharmacist

Spouse Employer:

Not answered

Spouse Occupation:

Not answered

How long have you lived in Brentwood:

11 years

Community Involvement:

Brentwood 50th Birthday Steering Committee, Chair 2018-19

Youth Leadership Brentwood, Vice Chair 2018-19

Brentwood Morning Rotary Club, President 2014-15

Leadership Brentwood, Class 2013, Chair 2015

National Soccer Coaches Association of America, Youth All-America National Chair and Convention Asst.

Program Manager

Brentwood YMCA helped to start the girls soccer program and still coach both players and coaches

Citizen Fire Academy 2015 Graduate

Brentwood Soccer Club Director of Coaching 1995-2008

Brentwood Soccer Club Coach 1990-2008

Nashville Dog Training Club

Brief summary of why you would like to serve on this board:

As you can see from my community activities I have spent a great deal of time in our wonderful parks. I played, yes, played, in the first ever soccer tournament held at Crockett Park. I have coached soccer at the recreational, club, and middle school level and have also served as the Brentwood Soccer Club Director of Coaching for over a decade. As a club coach and now as the aunt of a high level club soccer player I have the opportunity to see parks and sports facilities all over the country. I have been involved with a variety of organizations and activities which gives me knowledge, background and perspective on many issues that come before the Brentwood Park Board.

We have an amazing city and it is my honor to serve.

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for disqualification, but provide the opportunity for you to identify relationships or potential conflicts that should be disclosed prior to an appointment being made.

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No

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

No

By submitting this application, I confirm that the above information is true and correct and, if I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

Thank you,
City of Brentwood

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

From: tech@brentwoodtn.gov
To: [Lambert, Deanna](#); [Earls, Holly](#)
Subject: City of Brentwood: Online Board Application Submittal
Date: Wednesday, February 20, 2019 9:14:32 AM

Warning: External Email – Do not click any links or open any attachments unless you trust the sender and know the content is safe.

A new entry to a form/survey has been submitted.

Form Name: Board and Commission Applicant Information Sheet
Date & Time: 02/20/2019 9:14 AM
Response #: 124
Submitter ID: 12990
IP address: 172.24.96.111
Time to complete: 30 min. , 10 sec.

Survey Details

Page 1

It is the policy of the City of Brentwood that family members living in the same household or other individuals living in the same household may not concurrently serve on City boards.

☒ I Understand

Please select the Board you wish to apply for:

(o) Park Board

What is your name?

Rob Silverman

Spouse's name (if applicable)?

Claudia Silverman

Address:

1540 Red Oak Ln.

Phone Number:

310 944-2724

Email address:

robsilverman1540@gmail.com

Employment Status:

(o) Employed

Current Employer or Former Employer if Retired

Nissan North American

Job Title

Sr. Planner Pricing Strategy

Spouse's Current Employer or Former Employer if Retired:

None

Spouse's Job Title:

Mom

How many years have you lived in Brentwood?

13 years

Please provide a detailed description of your community involvement below:

- Current President of Southern Woods West HOA (420 homes)
- Graduate of Brentwood Citizen Police Academy
- Graduate of Brentwood Citizen Fire Academy
- Graduate of Williamson County Sheriff's Office Citizen Academy

Please provide a brief summary of why you would like to serve on this board:

I have 11-year-old twins and it's important for me to set a good example. Actions speak louder than words and I've been trying to teach them the importance of community involvement and trying to make a difference. A spot on this board would continue that teaching.

Also, I'm very team-oriented and good at getting things done. In my short 7-months as HOA President, I've started an HOA website, a quarterly newsletter, four separate committees and improved security at our pool area at a reduced cost.

While I don't have any city board experience, this would be a great opportunity to participate in community decisions along with being a wonderful learning experience.

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any employee of the City of Brentwood, or any member of a City of Brentwood volunteer board? If so, please describe:

No

Do you or any member of your immediate family, your employer or any association/community group with which you are affiliated have a business relationship with the City of Brentwood, or has there been such a relationship with the City in the past? If so, please describe:

No

If appointed to the board identified above, are you aware of any potential conflicts of interest you may have in regard to business before the board? If so, please describe:

No

By submitting this application, I confirm that the above information is true and correct. I affirm that I have familiarized myself with the activities and duties associated with membership on this board as described on the City's board page. If I am appointed to a board, I affirm that I will regularly attend the board's meetings and functions.

☒ I Agree

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City of Brentwood

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