



**Agenda for the Regular Meeting of Board of Commissioners
Monday, December 9, 2019 - 7:00 pm
Brentwood City Hall**

Call to Order by Mayor
Roll Call
Invocation by Mayor Little
Pledge of Allegiance to the Flag by Commissioner Macmillan
Oath of Office - Police Officer Chuck Castleberry

Approval or Correction of Minutes

November 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 2019-110 - A RESOLUTION AUTHORIZING THE SPONSORSHIP OF WATER REFILL STATIONS IN BRENTWOOD PARKS AND TO ENTER INTO AN AGREEMENT WITH WILLIAMSON COUNTY CHAMBER FOUNDATION TO PROVIDE FOR FUNDRAISING, for adoption

2. Resolution 2019-111 - A RESOLUTION ADOPTING REVISIONS TO THE JOHN P. HOLT BRENTWOOD LIBRARY POLICY MANUAL, for adoption
3. Resolution 2019-112 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH WEST, A THOMSON REUTERS BUSINESS, FOR SUBSCRIPTIONS TO LEGAL PUBLICATIONS AND ONLINE DATABASES, for adoption
4. Resolution 2019-113 - A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH VIGILANT SOLUTIONS, LLC FOR A FIVE-YEAR SUBSCRIPTION FOR A FIXED LPR SYSTEM AT FOUR ADDITIONAL LOCATIONS, for adoption
5. Approval to purchase dump truck for Public Works Department
6. Approval to purchase body armor for the Police Department
7. Cancellation of Board of Commissioners' meeting scheduled for December 16, 2019

Old Business

1. Ordinance 2019-11 - AN ORDINANCE REVISING SECTIONS 70-132 AND 70-158 OF THE MUNICIPAL CODE IN REGARD TO EXISTING PREPAID WATER AND SEWER TAP FEE CREDITS AND REVISING SECTION 70-159 TO PROVIDE FOR AN OPTIONAL MANUAL WATER METER READING FEE, for consideration on second and final reading
2. Other old business

New Business

1. Other new business
 - a. Notice of future appointments of four (4) members to the Historic Commission (for information only)
 - b. Notice of future appointments of four (4) members to the Tree Board (for information only)



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: 12/09/2019

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 November 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, November 25, 2019 at 7:00 pm at Brentwood City Hall.

Present: Mayor Rhea Little; Vice Mayor Ken Travis; Commissioner Nelson Andrews; Commissioner Mark Gorman; Commissioner Regina Smithson

Absent: Commissioner Anne Dunn; Commissioner Susannah Macmillan

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

Commissioner Gorman led the Invocation. The Pledge of Allegiance was led by Mayor Little.

Approval or Correction of Minutes

November 11, 2019

Moved by Vice Mayor Ken Travis for approval of the minutes as written, seconded by Mayor Rhea Little

Vote: 5 - 0 Approved - Unanimously

Consent Agenda

Ordinance 2019-10 - AN ORDINANCE AMENDING CHAPTER 14, ARTICLE IX OF THE MUNICIPAL CODE REGARDING PROVISIONS FOR PUBLIC WORKS PROJECTS, for consideration on second and final reading

Resolution 2019-104 - A RESOLUTION AUTHORIZING AN ALTERATION TO THE OSRD DEVELOPMENT PLAN FOR THE WITHERSPOON SUBDIVISION, for adoption

Resolution 2019-105 - A RESOLUTION AUTHORIZING AN ALTERATION TO THE OSRD DEVELOPMENT PLAN FOR THE BRENTWOOD COUNTRY CLUB SUBDIVISION, for adoption

Resolution 2019-106 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH NEEL-SCHAFFER, INC. FOR STUDY OF ALTERNATIVES FOR THE MURRAY LANE/HOLLY TREE GAP INTERSECTION, for adoption

Resolution 2019-107 - A RESOLUTION ENDORSING AN APPLICATION FOR GRANT FUNDING FROM THE TENNESSEE DEPARTMENT OF TRANSPORTATION FOR TRAFFIC SIGNAL MODERNIZATION, for adoption

Approval to purchase ball diamond groomer for the Parks and Recreation department

Approval to surplus a Fire & Rescue department pickup truck

Moved by Commissioner Regina Smithson for approval of the items on the Consent Agenda, seconded by Commissioner Nelson Andrews

Vote: 5 - 0 Approved - Unanimously

New Business

Ordinance 2019-11 - AN ORDINANCE REVISING SECTIONS 70-132 AND 70-158 OF THE MUNICIPAL CODE IN REGARD TO EXISTING PREPAID WATER AND SEWER TAP FEE CREDITS AND REVISING SECTION 70-159 TO PROVIDE FOR AN OPTIONAL MANUAL WATER METER READING FEE, for consideration on first reading

Moved by Commissioner Mark Gorman for passage of Ordinance 2019-11, seconded by Commissioner Nelson Andrews

Vote: 5 - 0 Approved - Unanimously

Resolution 2019-100 - A RESOLUTION ADOPTING A SCHEDULE OF PUBLIC WORKS PROJECT FEES, for adoption

Moved by Vice Mayor Ken Travis for approval, seconded by Commissioner Regina Smithson

Vote: 5 - 0 Approved - Unanimously

Resolution 2019-108 - A RESOLUTION AUTHORIZING AN INTERLOCAL AGREEMENT WITH WILLIAMSON COUNTY CONCERNING CONSTRUCTION AND OPERATION OF A JOINT EMERGENCY MEDICAL AND RESPONSE STATION, for adoption

Moved by Commissioner Regina Smithson for approval, seconded by Commissioner Nelson Andrews

Vote: 5 - 0 Approved - Unanimously

Resolution 2019-109 - A RESOLUTION ADOPTING THE BRENTWOOD ADA SELF-EVALUATION AND TRANSITION PLAN

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

Vote: 5 - 0 Approved - Unanimously

With no further business, the meeting adjourned at 7:31 pm.

APPROVED _____

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

Holly Earls, City Recorder

Brentwood City Commission Agenda

Meeting Date: 12/09/2019

Resolution 2019-110 - Authorizing Sponsorship of Water Refill Stations and an Agreement with the Williamson County Chamber Foundation for Fundraising

Submitted by: Jay Evans, Administration

Department: Administration

Information

Subject

Resolution 2019-110 - Authorizing Sponsorship of Water Refill Stations and an Agreement with the Williamson County Chamber Foundation for Fundraising

Background

The City of Brentwood's Environmental Advisory Board has launched a campaign to encourage residents to reduce the consumption of single-use plastic water bottles and instead make greater use of refillable water containers. As part of this effort, the City will retrofit some of its existing traditional water fountains to the type that allow the refilling of bottles and will ask local businesses to consider doing the same.

A group of Leadership Brentwood Class of 2020 participants have approached the City and inquired if they can assist the City's effort by fundraising for the installation of these refill stations in City parks. The Environmental Advisory Board has welcomed this assistance and asked staff to work with Leadership Brentwood to facilitate their efforts. As such, staff prepared the attached agreement pursuant to the adopted Sponsorship Program (adopted by Resolution 2012-27 on April 9, 2012) for the City Commission's consideration.

The funds raised by the Leadership Brentwood team will first flow to the Williamson County Chamber Foundation. The Foundation will then remit the funds in full within four months of receipt to the City for the purpose of acquiring and installing as many of the stations as the funds will allow. The team is hopeful they can raise between \$6,000 and \$13,000. A small dedication plaque will accompany each of the refill stations acknowledging the donor, the Foundation, and Leadership Brentwood.

Please contact Assistant City Manager Jay Evans with any questions.

Staff Recommendation

Staff recommends approval of attached resolution approving an agreement with the Williamson County Chamber Foundation for fundraising.

Fiscal Impact

Amount :

Source of Funds:

Account Number:

Fiscal Impact:

Funds raised by the Leadership Brentwood team will be remitted to the City for the installation of refill stations in City parks.

Attachments

Resolution 2019-110

Agreement

RESOLUTION 2019-110

A RESOLUTION OF THE CITY OF BRENTWOOD TO AUTHORIZE THE SPONSORSHIP OF WATER REFILL STATIONS IN BRENTWOOD PARKS AND TO ENTER INTO AN AGREEMENT WITH WILLIAMSON COUNTY CHAMBER FOUNDATION TO PROVIDE FOR FUNDRAISING FOR SUCH, 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 sponsorship of water refill stations in City parks is hereby authorized pursuant to the City's Sponsorship Program.

SECTION 2. That the Mayor is hereby authorized to execute an agreement, by and between the City of Brentwood and the Williamson County Chamber Foundation regarding fundraising for such water refill stations in City parks.

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

Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn

**120AGREEMENT BETWEEN CITY OF BRENTWOOD, TENNESSEE
AND WILLIAMSON COUNTY CHAMBER FOUNDATION
FOR FUNDRAISING ACTIVITIES
COB Contract No. 2019-140**

This Agreement ("Agreement") is entered into on the ____ day of _____, 2019, by and between the City of Brentwood, Tennessee (the "City") and Williamson County Chamber Foundation ("Foundation"), a Tennessee nonprofit corporation.

WHEREAS, Leadership Brentwood is a program of the Foundation established to offer individuals the opportunity to become involved and to make a difference in the City of Brentwood and in Williamson County; and

WHEREAS, each year groups from Leadership Brentwood are responsible for projects enhancing Brentwood, Tennessee; and

WHEREAS, a sponsorship program was adopted by the City to provide for sponsorships through private contributions of funds or in-kind services and to acknowledge the recognition provided for such sponsorship; and

WHEREAS, Leadership Brentwood desires to raise funds to be given to the City to aid in the purchase and installation of refillable water bottle stations ("Water Stations") to be placed within City parks.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. The Foundation, through its Leadership Brentwood program, shall solicit contributions for the purchase and installation of refillable water bottle stations, and the solicitation and acceptance of such contributions shall be in accordance with the City's Sponsorship Program, as it exists at the time of this Agreement or as it may be amended while this Agreement is in effect.
2. The Foundation may develop a website and/or may use its existing website to promote the solicitation of contributions for the Water Stations. Such website(s) may provide a link to the City's website. Upon the Foundation's request, the City shall provide one or more links to the portion of the Foundation's website dedicated to the solicitation of contributions for the Water Stations.
3. All promotional materials developed by the Foundation for soliciting contributions for the Water Stations, including event invitations and media releases, shall be forwarded to the City's representative for the City's prior approval.
4. The Foundation shall transfer such contributions to the City within 120 days of collection. Sponsorship pledges may be fulfilled in installments as permitted by the Sponsorship Policy.

5. The Foundation shall maintain complete and accurate financial records relating to the solicitation and acceptance of contributions under this Agreement. Such financial records and supporting documentation shall be preserved for at least five (5) years from the date of the last sponsorship payment received by the Foundation and shall be open to City inspection and audit following reasonable notification by the City.
6. The Foundation acknowledges that the City may, independently and without the Foundation's involvement, seek or accept funds or in-kind services toward the purchase or installation of the Water Stations.
7. At one or more events celebrating the installation of the Water Stations, the City shall recognize the efforts made by the Foundation in conjunction with its responsibilities under this Agreement.
8. The Foundation may not assign this Agreement or subcontract any part thereof without the prior written consent of the City.
9. The Foundation shall observe and comply with all federal, state and local laws and regulations pertaining to its activities under this Agreement.
10. Communications by and to the City and the Foundation under this agreement shall be sent by and to their designated representatives. The City's designated representative is Assistant City Manager Jay Evans. The Foundation's designated representative is Lynn Tucker. The representatives designated in this section shall provide contact information to each other for receiving communications. By written notification, the City or the Foundation may designate alternate representatives.
11. If any clause or provision of this Agreement is illegal, invalid or unenforceable while this Agreement is in effect, then it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.
12. No amendment, modification or alteration of the terms of this Agreement will be binding unless the same is in writing and duly and lawfully executed by the parties hereto.
13. The covenants and rights herein contained shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and such assigns as have been approved by City.
14. The signer of this Agreement for the Foundation hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of the Foundation.
15. This Agreement may be terminated by either party upon written notification to the other party's representative. Termination shall be effective immediately upon notification unless otherwise specified in the notification. Otherwise, this Agreement shall remain in effect until sponsorships have been received for the Water Stations, or until the City determines, in its sole discretion, that it no longer desires to seek contributions for the Water Stations.

16. The expiration or termination of this Agreement shall not affect any rights or obligations that may have accrued to a Party prior thereto. Upon the expiration or termination of this Agreement, the Foundation shall:
- a. Destroy any promotional materials used to solicit sponsorships in conjunction with this Agreement and shall remove any references to such solicitations from its website(s).
 - b. Continue to collect any outstanding sponsorship pledge payments due for the Water Stations and transfer such payments to the City as required herein, unless the sponsor agrees to pay the City directly.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CITY OF BRENTWOOD, TENNESSEE

By: Rhea E. Little, III, Mayor

WILLIAMSON COUNTY CHAMBER FOUNDATION

By:

Brentwood City Commission Agenda

Meeting Date: 12/09/2019

Resolution 2019-111 - Adopting Revisions to the John P. Holt Brentwood Library Policy Manual Approval

Submitted by: Susan Earl, Library

Department: Library

Information

Subject

Resolution 2019-111 - Adopting Revisions to The John P. Holt Brentwood Library Policy Manual

Background

Annually the Library Policy Manual revisions are submitted for City Commission approval. Please see the attached proposed John P. Holt Brentwood Library Policy Manual for use for the upcoming year. This version includes all of the revisions (in red) approved by the Library Board during the past year in order as they appear in the manual. These revisions will be helpful to the Library staff in providing better public service. The reason for each change is described briefly below, and the page on which it appears is cited. Once approved, the Table of Contents will be updated to reflect any necessary changes in page number sequence.

Policy Changes

I. Organizational Responsibility / C. Library Bill of Rights / 7., page 5.

The Library Bill of Rights was updated at the American Library Association Mid-Winter Conference; this insertion is that update.

II. Operational Guidelines/A. General Guidelines/1. General Rules of Conduct., page 8.

The recommendation is to be more specific in special programming, like story times, that may be requested by the public.

II. Operational Guidelines, / B. Developing the Collections / 4. Brentwood Room Development Statement, pg. 13-15

4.a. Mission and Overview of the Brentwood Room/second bullet

The number of books were decreased by the water damage and by duplications in other historical collections; the staff wishes to focus upon Brentwood history and local authors.

4.c. Clientele Served by the Collection

The staff has statistics that demonstrate the clientele who utilizes the room and listed only those types.

4.d. Priorities and limitations of the Collection/1st paragraph

Specific terms were removed since they no longer reflect the collection.

4.d. Priorities and limitations of the Collections/bullet 1 and 2

Removed due to the focus of the collection has changed.

4.d. Priorities and limitations of the Collections/2nd paragraph

Coincides with explaining the specific terms to describe the level of collecting.

4.e. Present Identified Strengths

The sentence that follows "Present Identified Strengths" is not necessary.

4.e. Present Identified Strengths/bullet 1

Removed due to water damage, inconsistent sequence of volumes, and lack of use.

4.e Present identified Strengths/bullets 3 and 4

Removed due to lack of use due to

- *Most newspapers and magazines are now online and available at any public workstation and at home via our webpages.*
- *The genealogy collection can be integrated into the circulating collection where they can be found and used, like the adult reference collection. Most census and other online resources are available at any public workstation and at home via our webpages.*
- *The military collection would have better use in the Library's general collection since they covered more general history and more people would find them.*

4.e Present identified Strengths/bullet 6

Authors are moving into the City and should not be penalized for not living here for five years.

4.g. Present Identified Weaknesses/bullets 3, 4, 6, and 7

- *Maintaining information about country music, theater and other performing arts and artists, audio-visual recordings of research value, and digital archives are unnecessary. They can be found in other resources online and in the general adult collection. Also, with other archival collections within 30 minutes in Nashville, such as the Country Music Hall of Fame, and the Nashville Public Library Special Collections (WSM radio), it would be duplication.*
- *As for the audio-visual recordings of research value, staff is looking to store them in another way online.*
- *Digital archives can be retrieved online at any workstation and/or home.*

4.j. Forms of Materials Collected

Removal of audio-visual materials and Electronic records has been explained above in g. revisions.

4.m. Deaccessioning Policy

Removal of "offering to return material to the donors or heirs" and adding "discarding based on condition and/or relevancy" is in sync with all other donations submitted to the Library. Alphabet letters needed to be resequenced accordingly after omitting the statement.

II. Operational Guidelines/B. Developing the Collections/5. Gifts and Donations, page 15.
The two terms, “Gifts” and “Donations” were separated into two separate sections as to clearly define them, especially since the Library Board is required to vote on the City Gift and Donation Account whenever they meet. Due to the additional section, “Reconsideration of Materials and Censorship which follows this part of the manual had to be changed from “6” to “7.” Unnecessary to renumber the rest of the manual.

II. Operational Guidelines, / E. Programming, page 22-24
This section was updated in its entirety.

II. Operational Guidelines, /F. Meeting Rooms/1. Policies and Guidelines/a., page 27
Buffalo River Regional Library Director Marion Bryant, keeping the Buffalo Regional libraries aware of potential situations, sent information about several libraries in TN who have received requests to have programs in library meeting rooms. These programs were not sponsored by the Library, but used familiar terminology that libraries use, which can confuse the public to think the program is sponsored by the Library. This section was added to clarify that the Library does not endorse the views of the individuals or groups that may hold activities within meeting rooms, and that all users may express their own views as long as they are complying with the law.

III. Display of Artworks and Collectibles / A. Library Art Gallery and Friends of the Brentwood Library (FOBL) Display Case Guidelines / 10., page 32-33
The option for the artists to have a reception was removed from the policy as this option has not been used often and has tended to cause issues with booking of rooms and operations.

III. Display of Artworks and Collectibles / A. Library Art Gallery and Friends of the Brentwood Library (FOBL) Display Case Guidelines / 11., page 33; B. The John P. Holt Brentwood Library Gallery Exhibitor Agreement, page 34; and The John P. Holt Brentwood Library Art Gallery and Display Case EXHIBITOR APPLICATION, page 36
These updates were designed to help ensure that art donated to the collection is displayed during the artist’s showing, and correctly marked with the information that the staff will need for processing the piece into the collection.

IV. Appendices / Appendix A Bylaws of the Library Board / I. Meetings, section D., page 37.
The item on the agenda for the Library Board regarding a report from the Foundation was removed as the Foundation was dissolved.

IV. Appendices / Appendix A Bylaws of the Library Board / I. Meetings, section E., page 38.
This section was added to clarify the nature of the designated time for public comments and/or responses made in the Library Board meetings.

IV. Appendices / Appendix D / Request for Reconsideration of Library Program, page 46.

*This section creates an appeal process for programming sponsored by the Library.
Adding the appendix renumbered the "Notice Statement for Public Filings and Public
Meetings to Appendix E.*

Should you have any questions, please contact the Library Director.

Staff Recommendation

Staff recommends approval of Resolution 2019-111 to adopt the revisions to the John P. Holt Brentwood Library Policy Manual.

Previous Commission Action

On December 10, 2018, the City Commission approved the John P. Holt Brentwood Library Policy Manual as part of the Consent Agenda.

Fiscal Impact

Attachments

Resolution 2019-111
Library Policy Manual

RESOLUTION 2019-111

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO ADOPT
REVISIONS TO THE JOHN P. HOLT BRENTWOOD LIBRARY POLICY MANUAL**

WHEREAS, the John P. Holt Brentwood Library operates pursuant to policies set forth in an official policy manual; and

WHEREAS, the Board of Commissioners has previously adopted revisions to the Library Policy Manual, pursuant to Resolution 2018-95; and

WHEREAS, the Brentwood Library Board has proposed new revisions to the Library Policy Manual.

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

SECTION 1. That the John P. Holt Brentwood Library Policy Manual is hereby revised by adopting the amendments shown on Attachment A hereto.

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

Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn



POLICY MANUAL

~~Updated: December 8, 2018~~
Updated: December 9, 2019

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The John P. Holt Brentwood Library is hereinafter referred to as “the Library.”

I. ORGANIZATIONAL RESPONSIBILITY

A. The Library Board

The Library Board has been appointed by the Brentwood City Commission according to the provisions of Tennessee Code Title 10, Chapter 3, and is authorized by statute to:

- Extend privileges and facilities to its patrons upon such terms as it may deem appropriate.
- Establish Library operational policies and procedures.
- Encourage responsible usage by levying fines and fees where necessary.
- Protect the Library and its patrons by making and enforcing rules for loss of or injury to Library property.

B. Mission and Values

Mission statement:

The Library strives to be a vibrant and engaging community center for lifelong learning and the arts.

Values:

Illumination – We value resources, programs, and tools for fostering imagination and lifelong learning.

Heartbeat - We value the people who work with and for us, and we celebrate compassion, vision, and humor.

Connection - We value the opportunity to enrich, empower, and engage our community by strengthening positive contributions to each other and our city.

Synergy - We value a diverse and welcoming environment that inspires wisdom, growth, creativity, and adventure.

Curator - We value our role as guardians of history and tradition, while seeking a future rich in quality, integrity, and innovation.

C. Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

1. Books and other Library resources should be provided for the interest, information, and enlightenment of all people of the community the Library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

2. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

3. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

4. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

5. A person's right to use a Library should not be denied or abridged because of origin, age, background, or views.

6. Libraries that make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

7. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; inclusion of "age" reaffirmed January 23, 1996; amended January 29, 2019.

D. Code of Ethics of The American Library Association

As members of the American Library Association, we recognize the importance of codifying and making known to the profession and to the general public the ethical principles that guide the work of librarians, other professionals providing information services, Library trustees and Library staffs.

Ethical dilemmas occur when values are in conflict. The American Library Association Code of Ethics states the values to which we are committed and embodies the ethical responsibilities of the profession in this changing information environment.

We significantly influence or control the selection, organization, preservation, and dissemination of information. In a political system grounded in an informed citizenry, we are members of a profession explicitly committed to intellectual freedom and the freedom of access to information. We have a special obligation to ensure the free flow of information and ideas to present and future generations.

The principles of this Code are expressed in broad statements to guide ethical decision making. These statements provide a framework; they cannot and do not dictate conduct to cover particular situations.

1. We provide the highest level of service to all Library users through appropriate and usefully organized resources; equitable service policies; equitable access; and accurate, unbiased, and courteous responses to all requests.
2. We uphold the principles of intellectual freedom and resist all efforts to censor Library resources.
3. We protect each Library user's right to privacy and confidentiality with respect to information sought or received and resources consulted, borrowed, acquired or transmitted.
4. We respect intellectual property rights and advocate balance between the interests of information users and rights holders.
5. We treat co-workers and other colleagues with respect, fairness, and good faith, and advocate conditions of employment that safeguard the rights and welfare of all employees of our institutions.
6. We do not advance private interests at the expense of Library users, colleagues, or our employing institutions.
7. We distinguish between our personal convictions and professional duties and do not allow our personal beliefs to interfere with fair representation of the aims of our institutions or the provision of access to their information resources.
8. We strive for excellence in the profession by maintaining and enhancing our own knowledge and skills, by encouraging the professional development of co-workers, and by fostering the aspirations of potential members of the profession.

Adopted at the 1939 Midwinter Meeting by the ALA Council; amended June 30, 1981; June 28, 1995; and January 22, 2008.

The previous version of this file has long held the **incorrect amendment date of June 28, 1997**; the Office for Intellectual Freedom regrets and apologizes for the error.

E. Non-Discrimination Policy Statement

The Library does not discriminate on the basis of race, sex, religion, color, national of ethnic origin, age, disability, or military service in:

- its policies;
- admission or access to its programs, services or activities; or
- treatment or employment of individuals in its programs, services or activities.

Any person who believes he or she has been the subject of discrimination by the Library on the basis of race, sex, religion, color, national of ethnic origin, age, disability, or military service should file a complaint with the Library Director (Appendix D).

II. OPERATIONAL GUIDELINES

The Library's guidelines are reviewed annually and revised as needed. This edition was reviewed, revised, and adopted by the City Commission December 11, 2017.

A. General Guidelines of the Library

1. General Rules of Conduct

The Library is a department of the City of Brentwood, and as such, abides by and adheres to its regulations. The Library welcomes visitors and encourages them to use its resources. The Library also acknowledges the necessity of maintaining an environment in which patrons and staff are free from harassment, intimidation, threats to their safety and well-being, and in which Library resources and facilities are protected. To provide safeguards against such behavior and damage to property, the Library has adopted the following Rules of Conduct, which specify the type of activities or behavior that is not permitted on Library premises.

- a. Beverages and/or food are permitted in the following designated and approved areas: the entry vestibule, meeting rooms, meeting room lobby, study rooms, Fall Conference Room, teen area, and the reading terrace; beverages with secured tops are permitted in all other areas of the Library.
- b. All tobacco products and vaping are strictly prohibited in all areas inside the Library building, on the Reading Terrace, or outside within ten (10) feet of all entrances.
- c. Mobile telephones may be used only in the foyer or designated areas of the Library building. Users engaged in loud discussions or creating loud noises may be asked to relocate.
- d. Visitors to the Library may not photograph or record any other person at the Library by use of cameras, camcorders, phone devices, audio recorders, or other means without such person's consent.
- e. Visitors must not solicit Library customers or staff for money, items, or services.
- f. Blocking Library entrances, exits, or aisles is prohibited.
- g. Running is prohibited.

- h. Visitors must not engage in disorderly conduct, fighting, or challenging to fight; harassing or threatening behavior toward Library users or staff; and the use of obscene or abusive language or gestures or other behavior which annoys, intimidates, or causes fear in others.
- i. Appropriate clothing, including shirt and shoes, is required at all times.
- j. Public intoxication is prohibited.
- k. All computer users are subject to applicable restrictions under the Internet Access Policy (outlined in Section II., A., 3).
- l. The use of Library materials, computers, automated equipment, or Library spaces for reasons other than their intended purpose is prohibited.
- m. Users of the Library are expected to maintain an acceptable standard of personal hygiene.
- n. Bringing animals or pets into the Library facility, other than those assisting persons with disabilities, is prohibited.
- o. Posting printed material or literature that has not been approved by the Library is prohibited.
- p. Damaging, defacing, destroying, or stealing property belonging to the Library, another visitor, or staff member is prohibited.
- q. Use of Library restrooms for bathing or washing clothes is prohibited.
- r. Visitors may not enter offices and other areas designated for staff use unless escorted or authorized by a Library staff member. Meeting rooms and related facilities are only for the use of persons who have reserved the facilities and their guests.
- s. Patrons are prohibited from bringing any firearm and/or weapon onto Library premises. This prohibition does not apply to law enforcement personnel on official duty or an active or retired law enforcement officer who is authorized and qualified by State and/or Federal Law to carry concealed firearms.
- t. Any other acts or conduct in violation of Federal, State, and Local laws are prohibited.
- u. The Library reserves the right to inspect all packages, briefcases, purses, etc., of persons entering or leaving the building. Anyone violating or disregarding these regulations is subject to removal from Library premises, restriction of Library privileges, and/or appropriate law enforcement response. Persons who are asked by Library staff to leave the Library premises, and refuse to do so, will be considered trespassing.
- v. The Library may not be used as any person's regular place of business, and the Library's name and address may not be used as the business address nor in the promotion of any individual, group or entity. The Library's name and address may be used solely for the purpose of defining the location of and directions to the meeting/event. When using the Library's name and/or address in promoting an event, the group or individual must place a disclaimer that the event is not a Library program. The group or individual who does not comply May forfeit their right to future study or conference room reservations.
- w. Children under the age of 18 will not be left outside the building when the Library closes at night. If a responsible party is not available to pick up the child, staff will attempt a courtesy call

to the parent and will remain with the minor until thirty (30) minutes past closing time. If the child is still at the Library thirty (30) minutes past closing time, staff will contact the Brentwood police to speak to the responsible party picking up the child. Children under the age of 10 should not be left unattended in any area of the Library at any time.

x. The Library will strive to protect the privacy of all patrons. The materials requested or obtained by patrons and the nature of materials will remain confidential. Circulation records are kept for the sole purpose of protecting Library property. The Library staff will not answer inquiries into a patron's account information unless it is by the patron, or, if a minor, the patron's parent.

y. With approval from the Library Board, the Library Director may permanently ban and/or restrict access to the Library for any of the following:

- o Any person violating or disregarding these regulations.
- o Any person listed on the sexual offender registry, subject to the criteria established in Tenn. Code Ann 40-39-216 or other applicable legislation.
- o Any person determined by the Library Director to be disruptive to Library operations or the reasonable enjoyment of the Library by patrons.

The Library Director may impose a temporary ban or restrict access on any such person until the next meeting of the Library Board.

z. Items borrowed from the Library must be returned to the Library since the facility is not affiliated with any other Library.

aa. The Library shall maintain a complete inventory of the facility's holdings, including Library materials of all types, equipment, and furniture. The Library acknowledges that materials become useless due to decreased demands, obsolete subject matter, poor format, and/or physical condition. It is important to weed the collection on a regular basis and discard items no longer useful to the collection. Useful items in need of repair should be removed, mended, and returned to circulation. The staff may replace badly worn items or duplicate items that are in heavy demand.

bb. ~~Library-sponsored~~ Storytimes for children are offered at various times convenient for the public. ~~Groups may request special programming, but will need to make arrangements with the children's Library staff.~~

cc. Refunds are not generally issued. Refund requests will be considered on a case-by-case basis.

2. Internet Access and General Computer Use Rules

To ensure equity of access for all patrons, the Library offers wireless internet and computer access. A PC reservation and printing system enables patrons access to the internet via the Library's public access computer workstations.

Patrons must log in using their library card number or a guest pass to use the public access computer stations. Use of the internet and database computers is on a first-come, first-served basis. Time will be limited when other patrons are waiting. Due to the potential for accessing objectionable materials, parents are responsible for monitoring their minor child's computer use while in the Library. Minors age 14 years and under require parental permission. Parents are responsible for accompanying their child while the minor is using the computer.

Individuals who use the library's computer resources inappropriately may have their library privileges suspended. It is illegal to circumvent anti-piracy measures, disseminate copyrighted material or download music, games, or videos through peer-to-peer file sharing programs without permission.

Individuals using library computing resources for illegal purposes or who cause malicious destruction to property may also be subject to legal prosecution.

- a. Each patron may receive five (5) complimentary copies per day. There is a charge of 10 cents per page. Patrons will be required to pay with cash or credit card, or to debit their prepaid Library account before the software system will release the print job.
- b. Downloading to public access computers is permitted. Patrons are responsible for deleting any materials downloaded or saved to library equipment.
- c. Patrons are not permitted to use their own software or peripherals (such as scanners and game controllers) on the public access computers.
- d. Limited staff time and expertise do not permit training in the use of software; but staff will provide basic assistance with startup, as well as with saving and printing files.
- e. Any problems with the functioning of the computers, printers, or internet connection should be reported to staff.
- f. Patrons assume all risk associated with online activities conducted using Library internet access and equipment, as well as personal property liability and damages (viruses, spyware, adware, etc.).
- g. The Library does not guarantee the security of internet access

3. Internet Access Policy

The Library provides public access computer stations, printing system, and access to the internet in accordance with our mission to provide informational and educational material to the public in a variety of formats. The Library Board shall have the authority to post guidelines regarding its use.

The Library does not monitor nor has any control over the massive content of information available through the internet. The quality of the content available on the internet varies widely in accuracy and scope. As with all other Library resources, the access of materials/content by children is the sole responsibility of parents or guardians. Library staff is available to provide assistance and to help identify appropriate sites as time permits. Reference materials, which provide instruction on internet usage, are available.

Patrons are expected to use the internet in a responsible manner. Sending, receiving, or displaying text or graphics that may reasonably be construed as obscene by community standards is prohibited by state laws. Destruction or damage to equipment may also result in prosecution.

In consideration of being granted permission to use the public access computer stations, the User does forever release and discharge the City of Brentwood, its successors and assigns, and its officers, employees, agents and their heirs, administrators, and executors from any and all causes of action, claims, damages, liability, and loss of services which the User may have against the City of Brentwood, its successors and assigns, and its officers, employees, agents and servants and their heirs, administrators, and executors resulting from any damage or injury which may or might be suffered while the User has the use of the public access computer station. The User does further covenant with and agree to indemnify and hold harmless the City of Brentwood, its successors and assigns, and its officers, employees, agents, and their heirs, administrators, and executors from all damage, expense, and liability that may or might be incurred while the User has use of the public access computer station.

B. Developing the Collections

1. Selection and Maintenance of Library Materials

The Library adheres to the professional collection standards adopted by the American Library Association (ALA). Further, the Library continues to meet Tennessee's "Minimum Standards for Public Libraries." The Library and the community must work together to define the changing roles of the Library for the community.

The Collection Development Committee of ALA has developed "Codes" to define the five levels of collection density and intensity practiced by each type of Library. Libraries practice collection development at different levels, depending on the type of Library, its defined roles, and the type of patron it serves.

The Library attempts to collect at the fourth or "basic level" which is defined as follows: "A highly selective collection which serves to introduce and define the subject and to indicate the varieties of information available elsewhere. It includes major dictionaries, encyclopedias, and selected editions of important works, historical surveys, important biographies and periodicals." The Library will also weed the collection regularly of materials that are no longer useful.

Who Selects?

The Library Director and the Library staff, supported and guided by the Library Board, have the responsibility for materials selection. All staff members and the public may recommend materials for consideration. Vendor or publisher policies may dictate the way online collections are managed and maintained.

How Are Items Selected?

Based on an understanding of the community's needs and the knowledge of authors and publishers, the Library utilizes professional, literary, specialized, and general periodicals in addition to standard lists of basic works. The Library may consult subject area specialists to obtain advice on building certain technical fields. Publishers' catalogs and bibliographies prepared by various libraries and subject authorities are also checked.

The following is a list of recognized professional guides used in the selection of public Library materials. This list is representative of the major tools but is by no means comprehensive.

Booklist	Library Journal
Kirkus Reviews	Horn Book Magazine
American Reference Books	Reference Quarterly
New York Times Book Review	Children's Catalog
The Video Librarian	Publisher's Weekly
Bulletin of the Center for Children's Books	School Library Journal
VOYA (Voice of Youth Advocates)	Rotten Tomatoes (Video)
	Kidvid: A Parent's Guide to Video

2. General Criteria of Evaluation

Materials should be selected for value of interest, information, recreation, and enlightenment of all people in the community. The fullest practical provision of materials should represent all points of view concerning problems and issues. Materials are selected to reflect the diversity of our society, in accordance with ALA standards. Neither should resources be proscribed or removed from the Library because of partisan or doctrinal disapproval. Materials are evaluated on the significance of the entire work, not individual parts, even those which may be regarded by some as controversial. An item need not meet all of the criteria listed below in order to be acceptable.

Selection Principles:

- a. Literary or artistic merit
- b. Permanence

- c. Timeliness. Materials of current, but not necessarily permanent value, may be purchased occasionally and discarded when they have served their purpose
- d. Significance of subject matter or author
- e. Scarcity of material on subject
- f. Credentials and authority of author, editor, or publisher
- g. Accuracy, objectivity, clarity, scope and comprehensiveness
- h. Format and ease of use
- i. Price and availability
- j. Relationship to existing collections and to other materials on subject
- k. Attention of critics, reviewers, media and public
- l. Educational significance
- m. High degree of user demand
- n. Technical and artistic quality
- o. Value of the content for group or individual appreciation
- p. Material representative of current trends and techniques
- q. Entertainment/recreational value
- r. Material representative of social issues, problems, etc.
- s. Relevancy to the collection

3. Types of Collections

With these criteria in hand, the Library selects for the following collections:

- a. Fiction: Since no single standard of literary quality can be applied in the selection of fiction, the Library chooses to include in its collection distinguished novels, classical literature, humorous and satiric novels, mystery and adventure novels, as well as important cultural fiction from authors of diverse backgrounds and experiences. Care is taken to include representative works of experimental avant-garde novelists.
- b. Non-Fiction: The Library selects up-to-date representative materials from all areas and fields of knowledge. The Library attempts to provide popular and standard works including basic texts and handbooks with as many viewpoints as possible represented on both controversial and non-controversial subjects. Non-fiction is purchased at several different reading and difficulty levels.
- c. Reference: The reference collections, in print and computer-based formats, are selected to provide information on a wide range of subjects. Ready-reference sources suitable for providing quick access to specific facts, as well as comprehensive materials which offer breadth and depth in subject areas, are collected. Examples of reference materials include (but are not limited to) almanacs, encyclopedias, directories, indexes, bibliographies, dictionaries, critical essays, and biographical resources.
- d. The Brentwood Room: This is a specialized reference collection focusing on local history and genealogy. The preferred format is print, but significant microfilm, photographs, and vertical file items will be added as space permits. Materials may include (but are not limited to) general histories, photographic histories, school annuals, publications of local businesses and organizations, genealogies of area families, and compilations of local records. Manuscript materials are collected as space permits, but bindable copies of such materials are preferred. Further preference is given to indexed materials. Rare or fragile items are not collected. Collecting priorities by subject area are (in order of priority):
 - Brentwood
 - National materials which include Brentwood
 - Williamson County
 - Other Tennessee counties
 - Tennessee statewide
 - Adjoining states

e. Periodicals: A well-balanced subject collection of periodicals is maintained as a current, in-depth supplement to the book collection. Selection is based on appeal and demand, the accessibility of a title's content through indices, and the accuracy and objectivity of the authors, editors and publishers.

f. Newspapers: Newspapers are selected to meet reference needs, to provide current information, and to satisfy casual interest in current events. Local and national papers are supplied upon sufficient demand and within budget and space limitations.

g. Large Print: Large print materials are purchased to meet the needs of the community. Talking books, tapes, and Braille materials are available from the Tennessee Library for the Blind and Physically Handicapped. Forms are available from the service desks.

j. Young Adult Materials: The young adult collection will be both informative and recreational in scope. Materials will be selected based on the principles outlined for the adult fiction, adult non-fiction and reference, but with focus on the experience and maturity of young people.

k. Children's Materials: Selection of materials for the Children's Library is based on the informational, recreational, and cultural reading needs of children from infancy through junior high school. Curricula oriented material to meet school demands is considered and purchased when it does not substitute for use and development of school libraries. Material selection for children reflects the concept of the child as an individual with greatly varying needs at any given time in his/her development. The librarians are committed to the conviction that a public Library should provide all children with the freedom to select books and materials without being limited to an artificial grouping by age or school level.

l. Audio-Visual Materials: The Library's audio-visual collections will include educational, documentary, classics, children's, and popular materials. The collection includes a variety of audio-visual materials, such as film, music, and audiobooks. The general selection principles outlined above are also utilized in this process. The Library uses standard reviewing sources, for audio-visual material just as it does for print purchases. Material selection is guided by divisions: fiction and non-fiction, adult and juvenile. Popular films, classics, black and white films, historical, travel, instructional, and educational works are all purchased.

m. Gaming Collection: The video games collection should reflect the breadth and depth of gaming culture. Video games are collected for a variety of platforms. Games are selected from all genres and for all audiences. Care is taken to ensure the collection reflects current gaming trends while maintaining a balanced core collection.

n. Microform: These formats are utilized for the economy of storage and durability. Microfilm is not actively collected due to the aging format and replacement by online research databases. The library maintains a small collection of microfilm from local and national newspapers.

o. Self-Published Materials: Titles that are self-published are not added to the collection unless there is a compelling reason to do so (valuable local content, high local interest) and/or they are reviewed in established review sources. Print-on-demand titles that are self-published, even though available via mainstream distributors, will not be added unless they meet the Library's collection criteria. Local authors' works are integrated into the general collection.

p. E-Books and Online Resources: Titles that are produced in this format shall be treated with the same review, consideration, and guidelines as the print materials that fall within the above described collections, such as children's materials, fiction, non-fiction, and reference.

4. Brentwood Room Development Statement

a. Mission and Overview of the Brentwood Room

- Mission Statement: The Brentwood Room's mission is to preserve and share across generations the wisdom, culture, and history of Brentwood, Tennessee.
- Overview: The Brentwood Room serves as a depository and research center for historic Brentwood materials. The Brentwood Room provides access to ~~over 1000~~ books and materials on ~~genealogy~~, local Brentwood history, ~~and Tennessee history and culture~~, as well as books by Brentwood authors. These materials are available for browsing but are non-circulating. The Brentwood Room also provides access to non-book materials relating to the history and culture of Brentwood, Tennessee, such as manuscript collections, maps, and architectural drawings.

b. Types of Programs Supported by the Collection

- Research: The collection supports all levels of research in the history and culture of Brentwood, Tennessee.
- Exhibits: The collection supports exhibits both within the Library and off-site in accordance with the Library's exhibition policy and the Brentwood Room guidelines for loaning materials.
- Community Outreach: The collection provides the foundation for outreach activities by which the Brentwood Room furthers the awareness, development, and use of its materials.

c. Clientele Served by the Collection

Regular clientele includes ~~scholars~~, students, ~~government officials~~, ~~donors~~, ~~journalists~~, ~~genealogists~~, and the general public.

d. Priorities and Limitations of the Collection

Collecting activity involves the evaluation and selection of documentary materials determined to be of enduring value. ~~Four~~ Two specific terms are used to describe levels of collecting activity:

- ~~Exhaustive - to collect all of the documentation relating to a field~~
- ~~Comprehensive - to collect much of the documentation relating to a field~~
- Complementary - to collect at a level that fills gaps in the existing documentary record and supplements resources available elsewhere
- selective - to collect only minimally

~~Exhaustive, comprehensive, and e~~ Complementary collecting supports ~~graduate-level~~ research and scholarship; selective collecting does not.

Individual items or groups of items will be carefully evaluated by the staff and may be presented to the Board for approval prior to acquisition. When significant gaps or weaknesses are discovered in collecting areas, formal, targeted projects may be developed to create and collect documentation that complements the already existing materials in the collection.

e. Present Identified Strengths: ~~There are several strong collecting areas within the Brentwood Room collections.~~

- ~~The Periodical collection consists of a variety of historical and current bound and unbound journals, magazines and newsletters.~~
- The Vertical Files collection consists of subject files of materials in a wide variety of formats such as reports, brochures, programs, invitations, memorabilia, and scrapbooks.

- ~~○ The Genealogy collection consists of books, periodicals, microform, online resources and some printed census schedules.~~
- ~~○ The Military collection consists of books and periodicals covering the Revolutionary and Civil Wars and military societies.~~
- The Sundry collection consists of a variety of furniture, paintings, photographs, models, and memorabilia of various types.
- The Brentwood Authors collection contains works by local authors on a variety of topics. To be considered a Brentwood author the writer must ~~have resided~~ **reside** in Brentwood ~~for five years.~~ The Brentwood Room currently collects donated copies of non-fiction books written by Brentwood authors **that meet the library's selection criteria**. Donations of non-Brentwood authors' works will be referred to the Tennessee State Library and Archives, which collects works by Tennessee authors.
- The Manuscript collection consists of manuscripts, diaries, letters, and other ephemera from several local historians and organizations.
- The Oral History Collections include both existing interviews and current projects.

f. Present Collecting Level: Materials for the collections are collected on a complimentary level due to time, staff, and spatial limitations.

g. Present Identified Weaknesses: Within the established geographical limit of Brentwood, Tennessee, the existing collections need to be expanded by donation or purchase of additional material in these areas:

- family histories
- folklore and folk life
- published histories and information about significant businesses and industries, **such as**
- ~~○ country music (WSM radio, etc.)~~
- ~~○ theater and other performing arts and artists~~
- manuscripts, diaries, journals, and personal papers of historical interest by or of interest to Brentwood
- ~~○ audio-visual recordings of research value~~
- ~~○ digital archives~~

h. Geographic Areas Collected: The emphasis is on the history of Brentwood.

i. Chronological Periods Collected: The Brentwood Room acquires pre-history and/or pre Columbian history, as well as nineteenth, twentieth, and twenty-first century materials.

j. Forms of Materials Collected: The Brentwood Room accepts materials in all of the common modern formats, including photographs, ~~audio-visual materials~~, digital, and published and non-published documents. The Brentwood Room also accepts architectural drawings and maps that fall within the scope of the collecting policy. ~~Electronic records and~~
 ‡ Three-dimensional artifacts or realia are accepted on a limited basis due to equipment, financial, and space constraints.

k. Exclusions and Special Cases: Material outside of the scope or mission of the collections is not accepted and/or will be referred to another, more appropriate repository.

- Official governmental records and publications are collected by local universities.
- Business and church records which are primary sources, as opposed to written histories, may be collected by the Brentwood Room under certain circumstances. Collections of business or church records will be considered on a case-by-case basis. Written histories of local churches and businesses are collected in the Brentwood Room.

- Genealogical information from family Bibles is collected by the Tennessee State Library and Archives.

l. Cooperative Agreements

The Brentwood Room cooperates with other repositories, such as the Tennessee State Library and Archives and other local organizations.

m. Deaccessioning Policy

The Brentwood Room may deaccession materials that do not reflect its collecting areas, which duplicate existing holdings that relate to subjects that are no longer a priority of the Brentwood Room, or that are judged not to be of enduring value. The relevant donor agreement(s) will determine the disposition of materials in a collection. In general, the options for deaccessioned material included ~~a) offering to return material to the donor or heirs, b) a) transferring material to another area within the Library (e.g., circulating collection), or c) b) offering it to another appropriate Library or archival institution (which may be specified in the donor agreement) or c) discarding based on condition and/or relevancy.~~ All disposition of archival materials will be in accordance with state and federal laws.

5. Gifts ~~and Donations~~

~~The acceptance, use, and disposition of gifts and donations to the Library will be subject to the following guidelines:~~

~~a. All gifts shall become property of the Library. The Board, taking into consideration the recommendations of the Gift Account Committee, may refuse any gift, determine the use of any gift, or dispose of any gift at its discretion.~~

a. Gifts are defined as monetary donations to the Library.

~~b. Gifts of books or other Library materials may be added to the Library's collections (provided a gift meets the selection criteria established in this policy manual), sold in book sales, donated to other libraries or agencies, or discarded, at the discretion of the Library Director.~~

~~b. The Library Director, in consultation with the Board, will determine the methods in which gifted materials are displayed, housed, and accessed, if at all.~~

~~c. The Library Director, in consultation with the Board, will determine the methods in which gifted materials are displayed, housed, and accessed, if at all.~~

~~d. Gifts that would require budgeting additional operating funds over and above the existing Library budget must be approved by the City's Board of Commissioners prior to acceptance.~~

~~e. Gifts of books or other Library materials will be acknowledged as deemed appropriate by the Library Director. Other gifts will be acknowledged in a manner to be approved by the Gift Account Committee, taking into account the type of gift, the value of the gift, the use of the gift, and whether the gift was made in memory or in honor of another person.~~

f. b. Gifts ~~of cash~~ will be deposited into the City's Library Gifts and Donations Account (the "Gift Account"), which will be administered in accordance with the guidelines adopted by the Board of Commissioners for said account. The Gift Account Committee may establish such additional policies and procedures as may be needed to carry out the purposes of the Gift Account. The Library encourages gifts not earmarked for specific items in order to permit the most flexible use of ~~donations~~ gifts for the enrichment of the Library's collection and services. However, with the approval of the Gift Account Committee, donated funds will be expended as

specified by the donor. If the Gift Account Committee determines that the donated funds should not be expended as specified by the donor, the Library Director will ask for the donor's consent to spend the funds in another manner or offer to return the funds. Any request for funding of purchases \$10,000 or more from the Gift Account shall be submitted to the chairman of the Gift Account Committee, who shall call a meeting of the committee to consider the request. The Library Director may periodically submit a list of Library materials or programs for which purchases from the Gift Account would be appropriate.

~~g. Items may be placed on loan to the Library. Ownership of such items will remain with the lender. Staff will attempt to maintain the condition of such items, subject to normal wear and tear. The Library Director will notify the City's Finance Department of such loans when special insurance coverage may be necessary.~~

~~h. When works of art are accepted by the Library, the Board, taking into consideration the recommendations of the Gift Account Committee, shall decide whether the item becomes part of the circulating collection or part of the in-house collection. The Library staff shall be responsible for the maintenance of the art collection. The Board shall approve the disposition of any art works.~~

c. Grants that would require budgeting additional operating funds over and above the existing Library budget must be approved by the City's Board of Commissioners prior to acceptance.

6. Donations

a. Donations are books or other Library materials that may be added to the Library's collections, in accordance with the selection criteria established in the policy manual.

b. If the items are not needed in the Library collection, or do not meet the selection criteria, they may be sold in book sales, donated to other libraries or agencies, or discarded.

c. All donations shall be received and sorted by the Friends of the Brentwood Library. Damaged items shall be discarded appropriately.

d. Donations accepted by the Friends of the Brentwood Library shall follow their policies concerning book sales and the distribution of unsold book sale materials.

6. 7. Reconsideration of Library Materials and Censorship

The Library acknowledges that complete information concerning a topic requires access to materials which embody, represent, and illustrate said topics. Patrons' selections of Library materials are an individual, private matter. While each patron is free to select or reject materials for himself/herself and their minor children, a patron cannot restrict the freedom of others to read/view/listen or inquire. Parents have the primary responsibility to guide and direct the selections of their own minor children. The Library does not stand "in loco parentis." Individual items, which may be controversial or offensive to some, may appropriately be added to the collection if they meet the selection criteria and contribute to the balance and effectiveness of the collection.

The Library recognizes the right of individuals to question materials in the Library's collection. Any individual is free to ask the staff about materials, and the staff is encouraged to discuss the materials. The Library staff should present to the patron the written selection policy and explain its meaning. Any individual may state his/her opinion in writing on the Request for Reconsideration form (Appendix B). After the form is completed and returned to the Library Director, the statement and material in question will be reviewed by the staff and the Library Board to determine if the material

meets the selection criteria in the policy manual. The patron will be notified in writing of the decision of the Library Board.

C. Operational Procedures

1. Library Cards

a. The Library will provide residents within the city limits of Brentwood Library cards at no charge. Applicants 5-15 years of age must have a guardian present. Applicants under 18 must provide parent's/guardian's name. When applying for a Library card, an applicant must show verification of identity and residency. Identity may be proven with a government issued photo ID. Accepted forms of address verification are a government-issued photo ID; a checkbook; bank statement; property lease; voter's registration card; a gas, water, or electric bill; current City of Brentwood tax bill/receipt; renter's/homeowner's insurance; or closing documents. Hotel residents, including those in long-term stay, do not qualify.

b. Williamson County and out-of-county residents may purchase a Library card for an annual fee, as determined by the City of Brentwood's per capita expenditure for the Library budget.

c. A free Library card may be issued to each non-resident Brentwood property owner. A card may be provided for each property if multiple properties are owned. Property owners shall be asked to provide a government-issued photo ID and a copy of their current tax records, a deed, or closing documents confirming ownership of property inside the city limits of Brentwood. Additional family members may be added to the account. Family includes the spouse or domestic partner and the minor children of the account holder, along with any other persons related by blood or adoption to the account holder and living at the same address as the account holder. The Library Director is authorized to determine whether or not a person qualifies as a family member.

d. Educators who are actively employed in certified positions at public and private schools in Williamson County should present current Tennessee teaching certificate and pay stub, or the official Library verification form signed by the school principal to qualify for a free Library card. No additional family members may be added to the account. For the school year 2018-19 Teacher Paraprofessionals (also known as Teacher Assistants and Teacher Aides) who are actively employed at public and private schools in Brentwood should present current pay stub and official Library verification form assigned by the school principal to qualify for free Library card. No additional family members may be added to the account.

e. City employees and Library staff may have a free Library card regardless of where they live. This card shall be in the name of the employee and additional family members may be added to the account.

f. Library volunteers who live outside of the city limits may receive free Library cards if they commit to fifteen (15) hours to obtain the card and sixty (60) hours annually to renew card. No additional family members may be added to the account.

g. A free Library card will be issued to each owner of a business located in Brentwood, regardless of property ownership. A card may be provided for each business, if multiple businesses are owned. Business owners must provide a government issued photo ID and a copy of current tax records, Articles of Incorporation, or a copy of a business tax license confirming ownership of a business inside the city limits of Brentwood. Additional family members may be added to the account.

h. Library cards must be renewed annually. Registered users should provide contact information annually.

i. Registered user is responsible for materials, fines, and fees associated with account.

j. Library cards should be presented each time a patron checks out materials. However, upon presentation of government issued identification, patrons who have forgotten their card will be allowed to check out items.

2. Circulation Guidelines

a. There is a twenty-five (25) item per card limit on borrowing resources. Within these 25 items, the following category limits apply:

Art.....	2 per card
Audio/DVDs	15 per card
Book Club kit	1 kit per card
Games/Playaways/InterLibrary Loan materials	10 per card
Hotspots.....	1 per card

b. All items, except as listed below, may be borrowed for three (3) weeks with two (2) renewals provided the item is not on hold for another user. InterLibrary loan materials and Hotspots may be renewed upon request.

c. Films and games with a mature rating and Hotspots may only be borrowed by persons age 18 and older. The patron is responsible for providing proof of age. Such materials will be clearly labeled.

d. Circulating items may be reserved. The staff will notify the patron that the item will be held for 2 days.

e. Patrons may have a maximum of ten holds requests pending at one time. Holds requests will be honored in the order they are received.

f. Reference materials do not circulate, but may be photocopied for ten (10) cents per page. The staff will not photocopy for patrons. The staff will instruct any patron in the use of the copy machine, but is not responsible for his/her photocopying.

g. Extensions are given for patrons going on vacation. When checking out an item, if requested, staff will extend the regular circulation period not to exceed the time period allowed by two (2) renewals. This policy does not apply to items which are not available for renewal.

3. Overdue Procedures and Fines

For convenience and accuracy, a due date receipt listing all materials checked out will be offered to each patron. The computer will automatically block patrons who have any accrued fines until payment is received. Parents are responsible for the fines of minor children (under age 18). Fines will accrue for each day an item is overdue.

a. Overdue Fine Schedule

- General Circulation items are ten (10) cents per day per item.
- Overdue fines for a single item will not exceed \$10.00.
- Uncatalogued paperbacks circulate on an honor system. There are no fines for uncatalogued paperbacks.
- Games, DVDs, InterLibrary Loan materials, and art are fifty (50) cents per day per item.
- Book club kits must be returned complete with all items. Overdue fines are fifty (50) cents per day.
- Hotspots are \$2.00 per day per item.

- b. All items not returned or renewed by the date due will accrue fines.
- c. Patrons with more than \$10.00 in outstanding fines or materials will not be allowed to check out additional materials until fines are paid and materials are returned.
- d. The Library may send a courtesy email or text reminder 2 days prior to the due date. Then the Library sends a first overdue notice at seven (7) days late, second notice at fourteen (14) days late, third notice at twenty-one (21) days late, and a pre-collection/assumed lost notice with replacement costs at 45 days late. Accounts still owing materials or fees over \$50 are turned over to the collection agency at 66 days late (3 weeks past previous notice.)
- e. If a patron fails to respond to the notices described in (d) above, the account will be referred to a collection agency. This automatically adds \$10.00 to the patron's fines. The \$10.00 collection penalty cannot be waived.
- f. Tennessee law equates non-return of Library materials with shoplifting and provides for prosecution. The Library will use all legal resources available to retrieve overdue materials.

4. Waiving or Reducing Fines

The Circulation Supervisor, with approval of the Director, reserves the right to waive or reduce any fines, lost book fees, etc., upon assessment of the situation. The Director or Library Board can authorize fine waivers in conjunction with fundraising efforts and special events.

5. Replacing Lost or Damaged Materials

Patrons responsible for lost or irretrievably damaged items must pay for them before their borrowing privileges can be restored. See table below:

Materials	
Hardbound books	\$20.00
Mass market paperback & board books	\$10.00
DVDs	\$15.00
DVD sets	\$35.00
Individual disc for audiobook	\$10.00
Book Club kit	\$150.00
Playaway	\$65.00
Art	\$100.00
Books on CD	\$40.00
Games	\$30.00
Music CD	\$15.00
Hotspots	\$110.00
Hotspot charger	\$30.00
Profession manual, special collection, non-circulating collections, inter-Library loan items, oversized books, textbooks, all other items – price to be determined by librarian, based on cost of similar items.	

Patrons may not provide their own replacement materials.

Hotspots have a daily fee and is based on the loan period. Fees may not be refunded in the case of early return.

Cases

In situations where the audio-visual material itself is not lost or damaged, but the case is, patrons shall be charged a \$5.00 replacement fee for the case. No additional processing fee is charged.

Refunds for Paid Items

If a patron finds and returns an item that was lost and paid for within ninety days, the patron may receive a credit to apply toward any future Library charges. Overdue fines are not refundable and will not be included in the applied credit. No refunds will be issued for lost and paid for items. If patron does not agree to a credit to pay toward any future Library charges, the patron may keep the paid item.

D. Reference

1. InterLibrary Loan Policy

a. The Library will honor InterLibrary Loan requests from other institutions with Library owned materials.

b. The Library supplies and requests materials (returnable and non-returnable) within the United States. There is no international lending and borrowing.

c. Every attempt will be made to satisfy an InterLibrary Loan request. However, some items may be excluded from InterLibrary Loan including:

- Bulky or fragile items which are expensive or difficult to ship
- Electronic resources (eBooks, eAudio, music streaming)
- High demand items; i.e., best sellers, newly published, or high interest materials
- Items whose collection cannot adequately support outside lending
- Brentwood Room materials
- Microforms
- Periodicals
- Reference items
- Rare or out-of-print items

The InterLibrary Loan period will be determined by the Library Director and specified in the Library guidelines.

d. Materials will be borrowed from outside libraries on behalf of Library patrons. Library patrons are limited in the number of ILL requests, and their accounts must be in good standing as outlined in the Library guidelines.

Photocopy requests will be made in accordance with U.S. copyright law and the CONTU guidelines. These will be transmitted electronically unless otherwise specified.

The Library and/or patrons must comply with any special instructions stated by the supplying library.

e. Fee Schedule

- Any fees attached by the lending library will be the responsibility of the patron submitting request.
- Overdue fines for patron-initiated InterLibrary Loans will be fifty (50) cents per day per item (up to the overdue fine maximum).
- Requests for mailed photocopies will be limited to thirty (30) pages and will require a \$5 fee.
- The Library does not charge a fee for ILL. However, a fine will be charged to the patron account if item is not checked out within the prescribed time frame.

- Borrowed materials are the responsibility of the borrowing library from the time they leave the supplying library until it has been returned to and received by the supplying library. If lost or damaged, charges will be assessed according to the tables set forth in the Policy Manual for lost or damaged items.

2. Use of the Study Rooms and Fall Conference Room

The Library provides five study rooms for use by Library card holders.

Room Descriptions and Equipment:

- The Doan Study Room and Shaw Study Room each accommodate groups of 1-8 people, and have a large table surrounded by six chairs, plus two lounge chairs with tablet arms.
- The Bell, Frisch and Leadership Study Rooms each accommodate groups of 1-6 people, and have six lounge chairs with tablet arms, which may be rearranged to suit each group.
- All study rooms are equipped with a flat-panel monitor. This can be connected to a patron laptop using the cable provided. The Library does not offer technical support on individual laptops.
- All study rooms have access to wireless internet service.

Proper Use

- All study rooms are locked when not in use. Patrons with a reservation must check in at the Reference Desk for access to the room. The reservation will be cancelled if the patron is 30 minutes late or more.
- Drinks and snacks are allowed in the Study Rooms.
- Rooms should be left clean and orderly at the completion of your reservation.
- Study rooms may not be used for private, individual parties such as birthdays, showers, wedding receptions, etc.
- A group or individual repeatedly failing to cancel will become ineligible to make future reservations.

Reservations

- A current Library card is required in order to reserve a room.
- Reservations are limited to 8 hours a week.
- Reservations may be made no earlier than thirty (30) days in advance.
- An available room may be reserved for immediate use.
- Meetings must take place within Library hours.
- Study rooms must be vacated 30 minutes before closing.
- Reservations may be made online, by telephone or at the Reference Desk.
- A group or individual repeatedly failing to cancel will become ineligible to make future reservations.

Fall Conference Room

The Fall Conference Room is provided to the public for use by small groups wishing to hold a meeting. The room is for groups of 8 to 18 people and is equipped with a digital projection system. The Library's wireless internet service is accessible. The Library does not offer technical support.

Proper Use

The Conference Room is locked when not in use. Patrons with a reservation must check in at the Reference Desk for access to the room. The reservation will be cancelled if the patron is thirty (30) or more minutes late.

- Drinks and snacks are allowed in the Conference Room.
- Room should be left clean and orderly at the completion of the reservation.
- The Conference Room may not be used for private, individual parties, such as birthdays, showers, or wedding receptions.

Reservations

- A current Library card is required in order to reserve a room.
- Reservations are limited to eight (8) hours a week
- Reservations may be made no earlier than thirty (30) days in advance.
- An available room may be reserved for immediate use.
- Meetings must take place within Library hours, and the conference room must be vacated thirty (30) minutes before closing.
- Reservations may be made online, by telephone, or at the Reference Desk.

E. Programming

1. General Program Policy

~~a. The Library supports its mission to be an exciting and engaging community center for fine arts and lifelong learning through our Programming. We strive to develop and present programs that provide opportunities for information, learning, and entertainment. Programming is an integral component of library service that:~~

- ~~○ Expands the Library's role as a community resource.~~
- ~~○ Introduces regular patrons and new Library users to Library resources.~~
- ~~○ Provides entertainment.~~
- ~~○ Provides opportunities for lifelong learning.~~
- ~~○ Improves awareness of the Library.~~

~~b. Programming proposals from the public which complement the mission of the Library are welcome and will be considered. Programs are selected by the Adult, Teen, and Children's Programming Coordinators using the following criteria to make decisions about topics, speakers, and accompanying resources:~~

- ~~○ Community needs and interests.~~
- ~~○ Availability of physical space.~~
- ~~○ Treatment of content for intended audience.~~
- ~~○ Presentation quality.~~
- ~~○ Budget.~~
- ~~○ Presenter background/qualifications in content area.~~
- ~~○ Historical or educational significance.~~
- ~~○ Contribution to the Library's overall schedule of events.~~
- ~~○ Availability of Library staff to assist with the program.~~

~~c. The Library welcomes professional or business people as presenters, but the information presented must not include any solicitation for business. This includes programs offered for free but with the intention of soliciting future business.~~

~~d. The Library reserves the right to survey program participants.~~

~~e. The Library reserves the right to cancel any program.~~

Purpose

The Library provides programs to serve its mission and to expand the visibility of the Library in the community.

Responsibility

Ultimate responsibility for the planning and implementation of programs rests with the Library Director, who will share this duty with or delegate this duty in its entirety to the Community Engagement Coordinator, Teen Programming Coordinator, Elementary Programming Coordinator, Youth Services Manager, Pre-School Programmer and their staffs.

Criteria which Library staff will apply in program planning will include (but are not necessarily limited to):

- a. Relation to Library mission and service goals
- b. Community needs and interests
- c. Availability of program space
- d. Presentation quality and treatment of content for intended audience
- e. Presenter background and qualifications in content area
- f. Budget and staffing considerations
- g. Historical or educational significance
- h. Appeal to a range of ages, interests, and information needs
- i. Connection to other community programs, exhibitions, or events

Programming Resources

The existence of certain resources shall also be considered in determining programming for the Library. These are described as follows:

- a. The Library draws upon and partners with other community agencies, organizations, educational and cultural institutions, or individuals to develop and present programs
- b. Performers and presenters with specialized expertise may be hired.
- c. Performers and presenters will not be excluded from consideration based on any protected group status as defined by applicable federal, state, or local laws and regulations.

Fees

The Library strives to provide the vast majority of its programming free of charge. A fee may be charged under the following circumstances:

- a. To recover the cost of a presenter, materials, or supplies, when it would otherwise not be feasible to offer the program.
- b. To cover the cost of an educational program which provides an official certification or endorsement.

Sales

Sales of items during library programs is permissible in the following cases:

- a. Fund-raising to benefit the Library sponsored by the Friends of the Brentwood Library.
- b. The sales of books, CDs, or other items by authors, performers, or presenters as part of a Library program.
- c. The Library does not offer programs of a commercial nature, including but not limited to, presentations offered for free but with the intention of soliciting future business.

Religious and Political Content

The Library is a governmental entity, and as such, does not offer any programs that support or oppose any political candidate, ballot measure, or specific religious conviction. However, programs that provide information about religious traditions as a part of multicultural education shall be permitted.

Attendance

- a. All Library programs are open to the public. Every attempt will be made to accommodate all who wish to attend a program.
- b. If the safety or success of a program requires it, attendance may be limited and will be determined either by registration list or on a first-come, first-served basis.
- c. Programs may require a limited attendance based on age, especially programs intended for children and teens that are geared to their interests and developmental needs.

Community Collaboration

Library sponsored programs may be held at the library or off-site.

- a. Library sponsorship of a program does not constitute an endorsement of the content of the program or the views expressed by participants; nor is the Library responsible for the factual correctness of the content of a presentation. Program topics, speakers, and resources are not excluded from programs because of possible controversy.
- b. The library may co-sponsor with other agencies, organizations, and businesses programs that are compatible with the Library's goals. Co-sponsorship and collaboration decisions are made on the basis of mutual needs and equitable benefits between the Library and potential partners.
- d. External organizations or individuals partnering with the Library on programs must coordinate marketing efforts with the Library.

Request for Reconsideration of a Library-Sponsored Program

If a presenter's program proposal is declined based solely on content, that presenter may file a request for reconsideration that will be turned over to a three-person committee made up of library personnel. The committee will reconsider the request and their recommendation will be presented to the Library Board for a final decision.

2. 3D Printer Policy

The Library's 3D printer is available to the public via Library-sponsored programs to make three-dimensional objects in plastic using a design that is uploaded from a digital computer file.

Patrons are not permitted to use the Library's 3D printer to create objects which are:

- Prohibited by local, state, or federal law.
- Unsafe, harmful, dangerous, or pose a threat to the well-being of others.
- In violation of the terms of use of the manufacturer of the 3D printer.
- Inappropriate for the Library environment.
- In violation of a person's intellectual property rights, e.g. the printer may not be used to reproduce objects which are protected by a copyright, patent, or trademark.

The Library reserves all rights to:

- Review and approve all materials before printing.
- Refuse any 3D print request.
- Stop printing a request due to time or printer capabilities.
- Set a limit as to the maximum amount of time a print job may take.
- Limit the number of print requests.
- Limit access to 3D printing to service to the Library cardholders.
- Examine the 3D design to ensure compliance with this policy.
- Inform the patron if there is a problem with the design and/or production, and the change(s) needed before the design can be printed.
- Recognize that an original design is the property of the designer, and will not duplicate that design.

The 3D printer will only be used during Library-sponsored programs or Library partnership-sponsored projects.

Supervision by Library staff or volunteers does not constitute knowledge, or acknowledgement, of any unapparent final use of the 3D product, and the library specifically disclaims any knowledge thereof.

The Library does not guarantee that a print project will be completed during a particular time frame.

Fees

- 3D printed objects may incur a charge.
- Refunds are not permitted.
- Objects unclaimed after 7 days may be discarded or recycled.

3. Video/Audio Equipment/Software Use Policy

Video equipment and software will be used for public programming, special projects, and Brentwood public school curriculum.

Patrons are prohibited from using the Library's video software to edit video which is:

- Prohibited by local, state, or federal law.
- Unsafe, harmful, dangerous, or pose a threat to the well-being of others.
- Inappropriate for the Library environment.

The Library reserves all rights to:

- Review and approve all materials before editing.
- Refuse any video software request.
- Limit the number of video editing sessions.
- Recognize that an original design is the property of the designer, and will not duplicate that design for someone else.

Guidelines for Use

- Patrons must be valid Library cardholders to use the software and equipment.
- All equipment must remain on Library property.
- The Library does not accept responsibility if a project is destroyed or the user leaves files on a public-access computer.
- The Library staff reserves the right to disapprove certain materials and tools, and to halt, delete, or disallow the creation of items that violate the Library policy.

4. Payment for Library Programs

Due to the popularity and limited class space of specific Library programs, the Library must request a payment when registering for some activities. The payment is due at the time of registration. Payment will be accepted either by cash, credit card, or check (made payable to the Library).

5. Sales

Authors, speakers, and groups who present programs sponsored by the Library may occasionally be permitted to sell their works at the program. Such sales must be approved in advance by the Library Director who may require that a portion of the sales price benefit the Library. Sales may not be promoted during a speaker's program, shall be handled entirely by the speaker or his associate, and shall be confined to the meeting rooms. Sellers are responsible for reporting and paying all sales taxes.

6. Display or Distribution of Materials Policy

The Library recognizes its role as a source for community information. Bulletin boards and other display spaces may be provided at the Library for the purpose of sharing information for educational, cultural, charitable, governmental, and civic purposes. Because of space limitations, however, the Library must set limits and priorities for distribution or display of printed materials within the Library's facility.

The posting and distribution of materials by third parties at the Library does not indicate the endorsement of such materials by the Library or the City of Brentwood.

a. Definitions and Examples:

Materials are defined as printed informational items such as flyers, brochures, posters, advertorials or newsletters and non-print informational items, such as displayed items on the virtual signage in the Library. Print materials may also include free news publications such as newspapers, magazines and booklets. The focus of the non-print informational items will be to provide current and concise non-editorial information to the Library users concerning the operations, products, and services of the Library.

b. Distribution/Display Priorities:

For distribution or display of materials, only the following materials will be accepted, in priority order, and only if there is space available as determined by Library administration.

Priority one: materials relating to Library events/programs/services including those events/programs/services offered by the Library and other partnering organizations.

Priority two: civil/governmental materials published by the City of Brentwood.

Priority three: civil/governmental materials published by other governmental entities.

Priority four: materials from sources other than the groups and organizations listed above shall be displayed or distributed in relation to space availability, appropriateness, and relevancy.

c. Guidelines for Use:

Materials that unlawfully discriminate based on race, gender, age, national origin, and/or other classifications protected by the state or federal law will not be displayed or distributed by the Library.

Permission must be requested before posting any display information on the board. All materials must be submitted to Library staff for determination that the materials comply with this policy.

Free news publications are permitted by the Director's discretion. Periodical publications that serve primarily as sales tools (e.g. real estate, automobile guides) are not accepted.

All materials for the bulletin board must be stamped and dated by a Library staff member. Items posted or left for distribution without prior approval from Library staff will be discarded.

Material posted on the community bulletin board will be retained for one month *or* until the advertised event has taken place, then discarded. No material is accepted contingent upon its return at the end of the month.

The Library may designate bulletin boards for posting community meetings, upcoming events, and other community or area-wide activities. Community information publications constitute a limited public forum subject to the conditions of this policy regarding time, place, and manner of display.

Community information publications of public interest are distributed, displayed, and retained on a space available basis. Any excess stock may be discarded at the discretion of Library staff.

No handwritten or handmade community information publications may be displayed or distributed.

Local businesses may place a small advertisement or business card on the bulletin board, subject to space availability and the requirements of this policy. Notices placed by individuals soliciting funds for their own personal use are not allowed. Non-profit organizations or individuals representing non-profit organizations wishing to use the Library as a collection or drop off point for non-monetary donations must submit a written request to the Library Director for consideration.

F. Meeting Rooms – The John P. Holt Brentwood Library

1. Policies and Guidelines

a. The Library building is owned and operated by the City of Brentwood. Providing meeting room space for Library sponsored events, city-sponsored activities, and Brentwood community groups is an essential component of the Library's overall program. These guidelines and policies attempt to provide fair and equitable access to the meeting rooms by balancing the needs of the community, civic groups, and corporate users with the periodic needs of other user groups.

Some patrons may consider programs held by outside organizations offensive to themselves or inappropriate for their children. The Library does not endorse the views expressed by any organization using the meeting room, but does endorse the right of all users of the meeting room to express their views so long as they comply with applicable federal, state, and local laws and regulations and abide by and carry out the rules, restrictions, and obligations as outlined in the meeting room policy. Parents and guardians are responsible for determining whether their children attend particular programs. The Library does not act in loco parentis; it does not monitor the activities and decisions of minors.

b. Priorities for Scheduling

Events sponsored by the Library and other agencies of the Brentwood city government have first priority for meeting room use and are exempt from fees. Otherwise, meeting rooms must be rented by an adult cardholder in good standing. This library cardholder will be the contact person for the group, and all communication will be directed toward this individual.

c. Other Restrictions

The meeting rooms may not be used for private, individual parties, such as birthdays, showers, and wedding receptions. Illegal activities are not permitted.

2. Reservation Policies

a. Advance Reservations

Reservations must be made at least fourteen (14) days before the event. The meeting rooms may be reserved up to eleven (11) months in advance. A reservation is not confirmed until payment is received, and payment must be made within seven (7) days of booking.

b. Groups may reserve a meeting room once a month.

c. Reservations will be scheduled only upon payment of the required fees. First-time non-profit renters will be required to provide proof of tax-exempt status. The lessee must sign the rental agreement and agree to the terms and conditions of the Library's meeting room policy.

d. Cancellations must be submitted in writing by the group's primary contact person at least seven (7) days before the event. Written cancellations are accepted by email to circulationsupervisors@brentwoodtn.gov or may be delivered to the Library circulation desk. Groups failing to cancel at least seven (7) days before the reserved date will forfeit the room

rental fee. Groups cancelling with eight (8) or more days' notice will receive a credit instead of a refund on the renter's account. A group repeatedly booking and canceling reservations will become ineligible to make future reservations.

e. The City of Brentwood, government agencies, and Library staff reserve the right to evacuate the Library in case of an emergency situation.

f. Advertising materials may not be placed in the Library to advertise the lessee's activities, except for brochures and flyers placed on the Library's community information bulletin board, subject to the Library's display policies. Lessee is responsible for all advertising and notification of event. The Library's name and address may not be used in any way except for the following purposes: 1) defining the location of and 2) directions to the meeting/event, and should not state or imply that the Library or the City of Brentwood is sponsoring or otherwise affiliated with the lessee's programming. When using the Library's name and/or address in promoting an event, the group or individual must place a disclaimer that the event is not a Library program. The group or individual who does not comply may forfeit their right to future meeting room rentals.

Endorsement – All groups and the public at large should be aware that the granting of permission to use Library meeting facilities does not constitute an endorsement of the beliefs, viewpoints, policies, or affiliations of any individuals or groups using the meeting rooms by the Library staff, the Library Board of Trustees, the City of Brentwood, or the Brentwood City Board of Commissioners.

3. Fees

All fees may be paid online or at the front desk. Fees will be assessed if cleaning and maintenance guidelines on the Meeting Room User Check List are not followed. The Library reserves the right to charge the costs of any damages or cleaning fees (as specified on the checklist) incurred during use of the space.

a. The rental fee for a non-profit group is \$5 an hour, which includes set-up and take-down time.

b. The rental fee for businesses and individuals is \$25 an hour, which includes set-up and take-down time.

c. Groups occupying the meeting room beyond the scheduled block of time will be assessed an hourly overage fee at double the contracted rate.

d. Renters must make arrangements for Audio/Visual Equipment at the time of the reservation. Renters will have no access to the control room.

- Wireless microphones \$25
- Projection System and screen \$25

4. Access to Exit Doors

Fire code laws prohibits blocking the four sets of doors leading outside. No tables, chairs, or other items should be placed in front of these doors. Any injury or death to any person occurring due to the blockage of these exit ways will be the liability and responsibility of the lessee blocking the doors.

5. Authority

The Library Director or designee is responsible for the implementation and enforcement of the above user guidelines and policies. In the best interest of the Library, the Director may deny use of the room. The Director's decision may be appealed to the City Manager. If the City Manager denies use of the room, the decision may be appealed to the Library Board.

6. Online Booking Form

First Name _____ Last Name _____

Email _____

When does your meeting start and end? Meeting Start Time _____ Meeting End Time _____

Which of the following best describes your meeting:

- ☐ Club/Organization Meeting or Event
- ☐ Business Use
- ☐ Friends of the Brentwood Library Event
- ☐ Government Use
- ☐ Homeowners' Association Meeting
- ☐ School Use
- ☐ Other _____

Please provide a brief description of your meeting for use on our internal calendar: _____

Number of expected attendees _____

Select a classification. (Nonprofit reservations require certification of nonprofit status. Email documentation to a Circulation Supervisor at circulationsupervisors@brentwoodtn.gov to be kept on file.)

- ☐ For Profit (\$25 per hour)
- ☐ Nonprofit (\$5 per hour)
- ☐ Library Sponsored

Name of nonprofit organization on document emailed to circulationsupervisors@brentwoodtn.gov:

Do you need any of the following?

- ☐ Projector and Wall Screen (additional fee of \$25)
- ☐ Wireless Microphones (additional fee of \$25)
- ☐ Kitchen Access (no additional fee)
- ☐ Large garbage can (no additional fee)
- ☐ Both meeting room A & meeting room B (doubles your room rate per hour and approval depends on availability)

Other details or requests: _____

7. Rental Agreement

These Guidelines and Policies, and the Rental Agreement, form the rental contract and are the binding agreement between the John P. Holt Brentwood Library and the group (lessee) leasing space. This instrument made and entered into on the date shown below, by and between the John P. Holt Brentwood Library, hereinafter referred to as "Lessor" and the group represented by the signer below, hereinafter referred to as "Lessee." Lessor hereby leases the John P. Holt Brentwood Library's meeting room space for the rental period specified on the on-line booking form. Said lease is made under the following terms and conditions:

- A. In consideration of being granted permission to use the meeting room space, Lessee does forever release and discharge the City of Brentwood, its successors and assigns, and its officers, employees, agents and their heirs, administrators, and executors from any and all causes of action, claims, damages, liability, and loss of services which the Lessee may have against the City of Brentwood, its successors and assigns, and its officers, employees, agents, and servants and their heirs, administrators, and executors resulting from any damage or injury which may or might be suffered while the Lessee has the use and/or custody of the meeting room.
- B. The Lessee does further covenant with and agree to indemnify and hold harmless the City of Brentwood, its successors and assigns, and its officers, employees, agents, and their heirs, administrators, and executors from all damage, expense, and liability that may or might be incurred while the undersigned has use and/or custody of the meeting room.
- C. The premises are to be used for the meeting or function specified on the online booking form only, and no other purpose.
- D. It is agreed that the Lessee shall take good care of the premises hereby leased and the appurtenances thereof, and shall abide by the terms of this agreement and at the end of the rental term shall deliver up said premises in good order and condition.
- E. The Lessee does further agree to replace and/or repair any and all damage to the Library building and grounds and to replace and/or repair any and all personal property therein which may or might be damaged and/or lost while the Lessee has the use and/or custody of the meeting room. If damage should be incurred or required checklist tasks left undone, fees shall be paid immediately upon demand by the Lessee to the Lessor. Failure to pay any damages will prohibit future use of the facility. The undersigned should consider purchasing liability insurance to cover damages and/or injuries.
- F. Lessee acknowledges that this agreement and the information provided on the booking form are public record and must be provided to the public if requested in accordance with Tennessee law.

The Lessee acknowledges that he/she/it has reviewed the policies adopted by the Lessor for the use of the meeting room and agrees to abide by such policies.

I/WE, THE UNDERSIGNED, HAVE READ THE ABOVE RENTAL AGREEMENT, FULLY UNDERSTAND ITS LEGAL MEANING, AND ACCEPT THE RESPONSIBILITIES OF THE LESSEE.

Executed at Brentwood, Tennessee, this day of _____ Yr. _____.

AGREED AND ACCEPTED BY LESSEE:

Name of Contact/Person Responsible for Lessee/Group _____

Lessee Signature: _____

Library Staff Signature: _____

III. Display of Artworks and Collectibles

A. Library Art Gallery and Friends of the Brentwood Library (FOBL) Display Case Guidelines

1. Exhibitors applying to exhibit in the Art Gallery or the FOBL Display Case shall complete an Exhibitor Application and submit it to the FOBL Art Committee. The exhibitor's work or collection will be reviewed in portfolio using slides or pictures, on a website, in a personal interview, or by viewing a current exhibit. Exhibits are selected based on a combination of factors, including a need to provide a variety in each year. Following a review and approval of the application, the FOBL Art Chair will assign and confirm exhibition dates. Pursuant to their policy of non-discrimination, the Library and the FOBL do not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its policies, or in the admission or access to, or treatment or employment in its programs, services or activities.
2. Upon approval of the exhibitor's applications and work by the FOBL Art Committee, the exhibitor shall sign ~~in duplicate~~ the attached agreement. One copy will be given to the exhibitors and ~~one copy will be the originals~~ shall be filed with the FOBL Art Chair.
3. The City of Brentwood, the Library, and the Friends of the Brentwood Library are not responsible for any loss, damage, or theft of displayed art or collectibles. Each exhibitor will indemnify and hold harmless the City of Brentwood, the Library, the Friends of the Brentwood Library and their officers, officials, employees, members, patrons, and agents from any and all losses, damages and expenses, including court costs and attorney fees, arising out of or in consequence of the display of artwork or collectibles, including losses from the damage to or theft of any exhibited materials.
4. Each exhibit will be on display for one (1) month. The exhibitor is responsible for the installation and removal of his/her exhibition. The exhibition must be installed and removed during the time that the Library is open to the public. It shall be installed on the first day of the month and removed on the last day of the month. In the gallery, art to be exhibited must have wire and eyehooks as the hanging apparatus.
5. ~~Each~~ Exhibitors must have a selection of items sufficient to fill the exhibition space. Exhibitors may choose to work with co-exhibitors in order to create a full display, but such co-exhibitors must be included in the initial review process and sign the John P. Holt Brentwood Library Gallery Exhibitor Agreement. Any changes in the display during the one (1) month exhibition shall be reviewed by the FOBL Art Chair.
6. Prices of items available for sale will be displayed on the provided lectern. Sales of any items, collection of taxes, and any related matters shall be the sole responsibility of the exhibitor and shall not be completed on Library property.
7. Any items sold during the exhibition shall remain on display throughout the exhibition. The exhibitor or his/her agent shall place a FOBL-provided sold sign on the item within three business days of the sale.
8. A second exhibition by the same exhibitor may not occur within two (2) years. The exhibitors applying for an additional exhibition must follow the policies and guidelines in place at the time of that exhibition.
9. The FOBL will provide publicity for the exhibition. A press release will be sent to local publicity sources. Information about the exhibitor and his/her work shall be given to the FOBL Art Chair.

~~10. If an exhibitor wishes to have an opening reception, he/she may use the Library's facilities, which consist of a meeting room and kitchen. The exhibitor is solely responsible for the reception. To schedule a reception, the exhibitor must contact the Library's Administrative Assistant at (615) 371-0090 ext. 8000, not more than eleven (11) months and not less than thirty (30) days prior to the event. The time and date for the reception will only be scheduled during the exhibition and during normal operating hours.~~

11. FOR GALLERY ARTISTS: From each exhibition, one (1) piece of original artwork, framed and ready to hang, not to exceed sixteen (16) inches in height, ~~will~~ shall be donated to the Library at the conclusion of the exhibit. The donated artwork must be identified by the artist during installation and displayed through the exhibition. The artist's name, the name of the artwork, and the value are to be listed on the Gallery Exhibitor's Agreement. The donated item becomes the property of the Library and is treated as part of the Library's collection. For questions, see the Library's Policy Manual available on the Library's website.

12. These guidelines shall be attached and will become a part of the Exhibitor's Agreement, which shall be signed by the exhibitor at least ninety (90) days prior to the exhibition date.

B. The John P. Holt Brentwood Library Gallery Exhibitor Agreement

Permission is hereby granted to _____, hereinafter
(Name of Exhibitor)

“exhibitor,” to exhibit in the John P. Holt Brentwood Library Gallery for _____ 20_____.
(month) (year)

Exhibits for the above stated month shall be installed during regular Library hours no sooner than the first day of the above stated month and removed no later than the last day of the above stated month. “Exhibitor” and his/her agents shall be solely responsible for installing and removing the exhibit.

Exhibitor hereby agrees to indemnify and hold harmless the City of Brentwood, the John P. Holt Brentwood Library, the Friends of the Brentwood Library and their officers, officials, employees, members, patrons, and agents from any and all losses, damages, and expenses, including court costs and attorney fees, arising out of or in consequence of the display of artwork or collectibles, including losses from the damage to or theft of any exhibited materials. This obligation shall last from the date of installation through the removal of the exhibit.

The John P. Holt Brentwood Library and the Friends of the Brentwood Library reserve the right to cancel or request rescheduling of an approved gallery exhibit prior to thirty (30) days of scheduled exhibition.

It is also agreed that one (1) piece of original artwork, framed and ready to hang, not to exceed sixteen (16) inches in height, from each exhibition ~~will~~ shall be donated to the Library **at the conclusion of the exhibit. The donated artwork must be identified by the artist during installation and displayed through the exhibition.** The artist’s name, the name of the artwork, and the value are to be listed on the Gallery Exhibitor’s Agreement. The donated item becomes the property of the John P. Holt Brentwood Library and is treated as part of the Library’s collection. Such art will reflect the following:

Artist: _____ Title: _____ Value: _____

This agreement shall be signed and returned to the FOBL Art Chair no later than ninety (90) days prior to the exhibit or the exhibition shall be cancelled.

The attached Library Art Gallery and Display Case Guidelines shall become a part of this agreement.

I have read and hereby agree to the terms of the above agreement, including the Library Art Gallery and Display Case Guidelines.

Exhibitor: _____ Date: _____
(signature)

Address: _____

Contact Number: _____

E-Mail: _____ Website: _____

FOBL Art Chair: _____ Date: _____
(signature)

C. The FOBL Display Case Exhibitor Agreement

Permission is hereby granted to _____, hereinafter
(Name of Exhibitor)

“exhibitor,” to exhibit in the John P. Holt Brentwood Library Display Case for _____ 20_____.
(month) (year)

Exhibits for the above stated month shall be installed during regular Library hours no sooner than the first day of the above stated month and removed no later than the last day of the above stated month. “Exhibitor” and his/her agents shall be solely responsible for installing and removing the exhibit.

Exhibitor hereby agrees to indemnify and hold harmless the City of Brentwood, the John P. Holt Brentwood Library, the Friends of the Brentwood Library and their officers, officials, employees, members, patrons, and agents from any and all losses, damages, and expenses, including court costs and attorney fees, arising out of or in consequence of the display of artwork or collectibles, including losses from the damage to or theft of any exhibited materials. This obligation shall last from the date of installation through the removal of the exhibit.

The John P. Holt Brentwood Library and the Friends of the Brentwood Library reserve the right to cancel or request rescheduling of an approved display case exhibit prior to thirty (30) days of scheduled exhibition.

This agreement shall be signed and returned to the FOBL Art Chair no later than ninety (90) days prior to the exhibit or the exhibition shall be cancelled.

The attached Library Art Gallery and Display Case Guidelines shall become a part of this agreement.

I have read and hereby agree to the terms of the above agreement, including the Library Art Gallery and Display Case Guidelines.

Exhibitor: _____ Date: _____
(signature)

Address: _____

Contact Number: _____

E-Mail: _____

Website: _____

FOBL Art Chair: _____ Date: _____
(signature)

The John P. Holt Brentwood Library Art Gallery and Display Case EXHIBITOR APPLICATION

Thank you for your interest in exhibiting your works in the John P. Holt Brentwood Library's Gallery or in the Display Case.

Please complete this application, attach a resume if available, and return the materials to the Library Circulation desk, labeled Attention: FOBL Art Chair. The FOBL Art Chair will contact you to arrange a review of your proposed exhibition.

Please note: The sale of any items, collection of taxes, and any related matters shall be the sole responsibility of the exhibitor and shall not be completed on Library property.

FOR GALLERY ARTISTS: From each exhibition, one (1) piece of original artwork, framed and ready to hang, not to exceed sixteen (16) inches in height, ~~will~~ shall be donated to the Library at the conclusion of the exhibit. **The donated artwork must be identified by the artist during installation and displayed through the exhibition.** The artist's name, the name of the artwork, and the value are to be listed on the Gallery Exhibitor's Agreement. The donated item becomes the property of the John P. Holt Brentwood Library and is treated as part of the Library's collection.

Pursuant to their policy of non-discrimination, the John P. Holt Brentwood Library and the FOBL do not discriminate on the basis of race, sex, religion, color, national of ethnic origin, age, disability, or military service in its policies, or in the admission or access to, or treatment or employment in its programs, services or activities.

Exhibitor: _____
(print name)

Address: _____

Contact Number: _____

E-Mail: _____ Website: _____

Signature: _____ Date: _____

ART GALLERY

Medium: (oils, acrylic, sculpture, watercolor, etc.)

Style: (Realism, Impressionism, Abstract, etc.)

Size of works:

Description of work:

DISPLAY CASE

For an Artist - Medium: (metal, wood, fiber art, etc.)

For a Collector - Type of objects of collection:

IV. APPENDICES

Appendix A

BYLAWS OF THE LIBRARY BOARD

I. MEETINGS

A. The John P. Holt Brentwood Library Board (hereinafter referred to as “the Board”) shall meet monthly at the Library, at a regular time established by the Board.

B. Special meetings may be called by the Chair upon written request of the Library Director or the majority of the Board’s members. Written notice stating the time and place of any special meeting and the purpose for which it is called shall be given. No business other than that stated in the notice shall be transacted at such meeting. All Board and committee meetings shall be held in compliance with Tennessee’s Open Meetings Law.

C. The rules of order and parliamentary procedure contained in the latest edition of *Robert's Rules of Order* shall govern the transaction of business by and before the Board at its meetings in all cases to which they are applicable and in which they are not inconsistent with provisions of the Brentwood Municipal Code or these bylaws.

D. The order of business at regular meetings shall be as follows:

1. Call to order
2. Approval of minutes of last regular meeting and any special meetings
3. Public comments
4. Report of Regional Librarian
5. Report of Regional Library Board Representatives
6. Report of the Friends of the Library
7. Report from City Commissioner Representative
- ~~8. Report from Library Foundation~~
9. Treasurer’s Report
10. Committee Reports

11. Report from Library Director
12. Unfinished Business
13. New Business
14. Announcements
15. Adjournment

E. The Public Comments Section of the Brentwood Library Board Agenda is provided as an opportunity for any citizen to make comments or be heard about any subject matter related to the Library Boards agenda or library board's business. The comments section is not a time when the Library Board makes comments about such public comments or enters into dialogue with any citizen. The Library Board, along with the Library Director, may take under advisement any comments or suggestions made at the Public Comments Section and take appropriate action if they deem it necessary.

II. MEMBERS OF THE BOARD

A. THE JOHN P. HOLT BRENTWOOD LIBRARY BOARD

1. The Board shall consist of seven adult residents of Brentwood, appointed by the Board of Commissioners of the City of Brentwood. Each member shall serve a term of three years or the remainder of an unexpired term. In accordance with Tennessee Code Annotated (T.C.A. 10-3-103), each member shall serve no more than two consecutive terms. The Board shall include one Brentwood City Commissioner, appointed by the Board of Commissioners.
2. All members of the Board are expected to regularly attend meetings of the Board. If a member misses three consecutive meetings or any six meetings within a 12-month period (without due cause as determined by the Board), the Board may request that the member resign and may recommend that the member be replaced by the Board of Commissioners in accordance with Tennessee Code Annotated (T.C.A. 10-3-103).
3. The Board shall notify the Board of Commissioners of any vacancy, which will activate the city's appointment procedure.
4. Members of the Board shall serve without compensation and without any special favors in Library services.
5. A majority of the Board shall constitute a quorum for both regular and special meetings.

B. REGIONAL REPRESENTATIVES

1. The Director of the Buffalo River Regional Library shall be invited to each regular meeting of the Board to provide a report on regional or state library matters of interest. The Director may also be consulted and allowed to participate in discussions by the Library Board at such meetings, but may not vote on business before the Board.
2. The Board shall recommend to the Williamson County Commission the name of an adult resident of the City of Brentwood to serve a three (3) year term with the Buffalo River Regional Library system, hereinafter called the Regional Library Representative. The representative shall be invited to all regular meetings of the Board and provide a report on matters of regional importance and interest. The Representative may also be consulted and allowed to participate in discussion at such meetings, but may not vote on business before the Board.
3. The Library Director in consultation with the Williamson County Library Director shall recommend to the Board an adult from the Williamson County Library Board to serve a three (3)

year term, hereinafter called the Williamson County Library Representative. The representative shall be invited to all regular meetings of the Board and provide a report on matters of county importance and interest. The Representative may also be consulted and allowed to participate in discussion at such meetings, but may not vote on business before the Board.

III. OFFICERS

A. Prior to, and in preparation for the next fiscal year, the Chair will appoint a nominating committee to recommend a slate of officers: Chair, Vice-Chair, and Treasurer, such officers to be elected at the first meeting in the next fiscal year. These officers will serve until the election of officers in the following fiscal year. The Chair will appoint committee chairs upon the advice and recommendation of the Board.

B. The Chair shall preside at all Board meetings, appoint all committees, authorize calls for special meetings, and generally perform the duties of a presiding officer. In the absence of the Chair, the Vice-Chair shall serve as temporary Chair.

C. At each regular meeting, the Treasurer shall provide an accounting of funds received by the Library Gifts and Donations Account and expenditures from said account.

D. The Chair may designate a Board member or staff member to serve as Recorder. The Recorder shall be responsible for recording the minutes of the Board meetings and forwarding them to the appropriate Library staff, who will then distribute copies to the Board members. All minutes will be available for public inspection at the Library and at the Brentwood Municipal Center.

IV. COMMITTEES

A. In accordance with the guidelines for the Library Gifts and Donations Account (hereinafter, the "Gift Account"), as adopted by the City's Board of Commissioners, a Gift Account Committee will be established to develop such policies and procedures as may be needed to carry out the purposes of the Gift Account. The Gift Account Committee will be composed of the Library Director, Treasurer, and members of the Board appointed by the Chair. The Treasurer or the Chair's designee shall be the Chair of the Gift Account Committee. No meeting of the Gift Account Committee may be conducted without a quorum, which will consist of a majority of the committee's members. No decision of the Gift Account Committee may be reached without the affirmative vote of a majority of the members present.

B. Other special committees for the study of and recommendations regarding special issues may be appointed by the Chair, with the approval of the Board, to serve until the completion of the work for which they were appointed.

V. LIBRARY PERSONNEL

A. The Board shall consult with and provide recommendations to the City Manager in regard to the employment of a qualified Library Director. If the position of Library Director becomes vacant, the City Manager shall appoint an interim Library Director until a permanent Director is appointed.

B. The Library Director shall oversee the provision of Library services in accordance with the Library policy manual. The Library Director shall attend all meetings of the Board. In the temporary absence of the Library Director, the Director may designate another employee of the Library to act in the Director's place.

C. The Library Director shall be responsible for all Library personnel, both in employment and termination of employment, in accordance with the City's personnel rules and regulations. The Library Board will be kept informed of pertinent personnel issues.

D. Library personnel shall be employees of the City of Brentwood. Salary, insurance, retirement plans, vacation and other fringe benefits shall be administered and controlled in accordance with existing municipal policies as approved by the Board of Commissioners. The Library shall operate as a department of City government, with the Library Director reporting to the Assistant City Manager.

VI. LIBRARY FACILITIES AND SERVICES

A. The facilities of the Library shall be used for as many civic activities as possible that do not interfere with the principal functions of the Library.

B. The Board shall adopt a policy manual, to be approved by the Board of Commissioners, establishing policies for the Library's operations, including but not limited to collection development, Library card and borrowing policies, use of facilities, and rules of conduct for visitors.

VII. ACCEPTANCE OF GIFTS AND MEMORIALS

Gifts and memorial donations to the Library shall be accepted, acknowledged, and maintained in accordance with the guidelines for the Gift Account as adopted by the Board of Commissioners; the guidelines for gifts and donations included in the Library policy manual; and the policies and procedures established by the Gift Account Committee.

VIII. FINANCES

A. Any and all revenues generated by the Library, including but not limited to fines, fees, payments for lost and damaged books, shall be remitted to the City of Brentwood's General Fund.

B. The Library Director shall review the proposed budget for the Library's operations and capital improvements with the Board. The Board shall provide input and recommendations to the Library Director and City Manager with regard to the proposed budget.

IX. AMENDMENTS

These bylaws may be amended at any regular meeting of the Board with a quorum present, by the majority vote of the members present, provided a written notice of the proposed amendment was given to the Board at least ten days prior to the meeting. The bylaws shall be reviewed periodically for currency and appropriateness. Amendments adopted by the Board will take effect upon approval by the Board of Commissioners.

APPROVED: _____

(date)

Appendix B

THE JOHN P. HOLT BRENTWOOD LIBRARY TITLE VI DISCRIMINATION COMPLAINT FORM

Provide the following information to assist staff in processing your complaint.

1. Complainant's Name _____
Address _____
City, State and Zip Code _____
Contact Number: _____
2. Person discriminated against (if someone other than the complainant)
Name _____
Address _____
City, State and Zip Code _____
3. Which of the following best describes the reason you believe the discrimination took place?
Was it because of your:
a. Race/Color (specify) _____
b. National Origin (specify) _____
c. Other (specify) _____
4. What date did the alleged discrimination take place? _____
5. Describe the alleged discrimination. Explain what happened and who you believe is responsible.
(Additional pages may be attached if needed.)

6. Have you tried to resolve this complaint through other methods? ____ Yes ____ No
If yes, what is the status of the complaint? _____

Name and title of the staff person at the Library you have worked with to resolve the complaint.

Name _____

Title _____

7. Have you filed a complaint with any other federal, state, or local agency, or with any federal or state court with regards to this matter? ____ Yes ____ No

If yes, check all that apply:

Federal Agency ____

State Agency ____

Federal Court ____

State Court ____

Local Agency ____

Please attach a copy of the complaint or provide information below on how to obtain a copy of the complaint.

8. Do you intend to file this complaint with another agency? Yes No

If yes, please provide the name of the agency:

9. Has a complaint been filed previously about this matter with the Library? ____ Yes ____ No

If yes, when? (Date) _____

What was the outcome: _____

10. Have you filed any other complaints regarding the Library? Yes No

If yes, provide details below.

Give a brief description of the other complaint. _____

What is the status of the other complaint? _____

11. Please sign below. You may attach any written materials or other information that is relevant to your complaint.

Complainant's Signature Date

Appendix C

REQUEST FOR RECONSIDERATION OF LIBRARY MATERIAL: CITIZEN'S FORM

Request initiated by: _____

Address: _____ Contact Number: _____

City: _____ State: _____ ZIP _____

Complainant represents _____ himself/herself; _____ other

Please circle format below:

Book

DVD

Audio CD

Periodical

Microfilm/fiche

Music CD

Game

Playaways

Items Available in Multiple Formats

Title: _____

Author: _____

Publisher: _____

Producer: _____

1. Why do you object to this material?

2. List the positive aspects of the material.

3. Did you read/listen/view the material in its entirety?

4. For what age individual did you check out this material?

5. For what age individual do you feel it is appropriate?

6. Other Comments

Signature of Complainant _____

Date: _____

Appendix D

REQUEST FOR RECONSIDERATION OF LIBRARY PROGRAM

Request initiated by: _____

Address: _____ Contact Number: _____

City: _____ State: _____ ZIP _____

If complainant is representing someone other than himself/herself, please insert name here:

Please explain the program that you wish to present. If you have the original program proposal form, please attach it here.

Please explain how you think this program would benefit the Brentwood Community.

Other comments:

Is the information provided above contributed by you and does it accurately represent your request for reconsideration to the program in question?

*yes, please accept this as a substitute for my formal signature

Appendix E

NOTICE STATEMENT FOR PUBLIC FILINGS AND PUBLIC MEETINGS

Any individuals with disabilities who wish to participate in these proceedings (to review these filings) should contact the Library to discuss any auxiliary aids or services needed to facilitate such participation. Such initial contact may be in person, by writing, or by phone, and should be made no less than ten (10) days prior to the scheduled meeting date (the date such party intends to review such filings), to allow time for the Library to determine how it may reasonably provide such aid or service. Initial contact may be made with the Library Director, 8109 Concord Road, Brentwood, TN, 37027, 615-371-0090, extension 8010.

Brentwood City Commission Agenda

Meeting Date: 12/09/2019

Resolution 2019-112 - Authorizing an Agreement with WEST, a Thomson Reuters Business, for Westlaw Legal Publications and On-line Databases

Submitted by: Kristen Corn, Legal

Department: Legal

Information

Subject

Resolution 2019-112 - Authorizing an Agreement with WEST, a Thomson Reuters Business, for Subscriptions to the Westlaw Legal Publications and Online Databases.

Background

The City is a subscriber to Westlaw, a legal publication and online database service that provides a multitude of legal resources, including statutory material, case law, legal forms, treatises, and other research materials. The subscription is available to designated City employees, including the City Attorney and Captain David O'Neil in the Police Department (who is also a licensed attorney) along with other users in the Police Department. The online content includes Westlaw's "PeopleMap" service, which allows quick searches of consolidated public records related to persons of interest in Police Department investigations. In addition to online databases through Westlaw, the City also maintains some print versions of some legal publications produced by the same publisher.

The current agreement was approved in May 2014 and ran through May of 2017 with a monthly "carryover" subscription currently being used by the City. Recently, Westlaw launched a new program called WestlawEdge, and staff began exploring the possibility of entering into a new agreement to acquire this program. WestlawEdge provides enhanced, artificial intelligence (AI)-based research capabilities that will allow staff to research issues more efficiently and effectively. Specifically, WestlawEdge adds the following tools:

- Document analysis tools to check legal memos and pleadings for current case law;
- Litigation analytics to give insights on specific judges, courts, and case types;
- Legal citation warnings to alert users when there is an overruling risk for cases;
- Tracked comparisons of historical versions of statutes and regulations; and
- "WestSearch Plus," which offers predictive suggestions for legal research.

Under the current agreement, which provides for annual cost increases of 3%, the monthly Westlaw subscription fee is \$2,719.15. The proposed new agreement calls for a monthly fee of \$3,126.88 for the first 12 months, with annual cost increases again capped at 3%.

Annualized fees for the first year would be \$37,522.56, as opposed to the current annual cost of \$32,629.80. In the final year of the agreement, the total subscription cost would be \$39,803.69. As mentioned during the FY2019-20 budget process, several subscriptions for printed publications have been terminated, and the savings from those terminations will help offset this increased cost. The cost of this subscription service is split evenly between the Legal and Police Departments.

Westlaw is recognized as the premier source for online legal publications and legal databases, and its products and services are essential for conducting expeditious and accurate legal research. Since no other publisher offers the same range of materials and research flexibility, WEST is effectively a sole source provider.

Please contact the City Attorney if you have any questions.

Staff Recommendation

Staff recommends approval of the accompanying resolution.

Previous Commission Action

The Board of Commissioners approved Resolution 2009-114 on December 14, 2009, authorizing a three- year agreement with WEST. The Board of Commissioners approved Resolution 2012-01 on January 9, 2012, authorizing a three-year agreement with WEST. The Board of Commissioners approved Resolution 2014-37 on May 27, 2104, authorizing a three-year agreement with WEST.

Fiscal Impact

Amount : \$18,761.28

Source of Funds: Legal Operating Budget

Account Number: 110-41520-82215

Fiscal Impact:

Amount : \$18,761.28

Source of Funds: Police Operating Budget

Account Number: 110-42100-82620

Fiscal Impact:

The cost of this subscription is split between the Legal and Police Department operating budgets.

Attachments

Resolution 2019-112

COB Contract No. 2019-141

RESOLUTION 2019-112

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE
MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF
BRENTWOOD AND WEST, A THOMSON REUTERS BUSINESS, FOR
SUBSCRIPTIONS TO LEGAL PUBLICATIONS AND ONLINE DATABASES, 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 by and between the City of Brentwood and WEST, a Thomson Reuters business, for subscriptions to legal publications and online databases, 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

Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn

**Order Form****Order ID: Q-00553360**

Contact your representative john.perry@thomsonreuters.com with any questions. Thank you.

Account Address

Account #: 1000126856
 BRENTWOOD MUNICIPAL ATTORNEY
 PO BOX 788 5211 MARYLAND WAY
 BRENTWOOD TN 37027-5011 US

Shipping Address

Account #: 1000126856
 BRENTWOOD MUNICIPAL
 ATTORNEY
 PO Box 788
 5211 MARYLAND WAY
 BRENTWOOD TN 37027-5011 US

Billing Address

Account #: 1000126856
 BRENTWOOD MUNICIPAL ATTORNEY
 PO Box 788
 5211 MARYLAND WAY
 BRENTWOOD, TN 37027-5011 US

This Order Form is a legal document between West Publishing Corporation and Subscriber. West Publishing Corporation also means "West", "we" or "our" and Subscriber means "you", or "I". Subscription terms, if any, follow the ordering grids below.

ProFlex Products
 See Attachment for details

Service Material	Product	Monthly Charges	Minimum Term (Months)	Year Over Year Increase During Minimum Term
40757482	WEST PROFLEX	\$3,126.88	36	3%

ProFlex Bridge

Service Material	Product	Bridge Monthly Charges	Bridge Term (Months)
40757482	WEST PROFLEX	\$2,719.15	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. The Bridge Monthly Charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Online/ Practice Solution/Software/ProFlex Products : Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in that calendar month, if any. Your Monthly Charges will continue for the number of complete calendar months listed in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Subscriber ("you" or "I") is also responsible for all Excluded Charges. Excluded Charges are for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

For Window Products: Monthly Charges begin on the date we process your order and will continue for the number of complete calendar months in the Minimum Term column above. The percent increases for multi-year orders appear in the Term Increases column above. Monthly Charges are due regardless of the level of your usage. Transactional usage charges that exceed the Monthly Charges are waived up to the Monthly Window amount stated above. In addition to the Monthly Charges you are responsible for transactional usage charges in excess of the Monthly Window. Transactional charges are calculated based upon our then-current Schedule A rates. You are also responsible for all Excluded Charges. Excluded Charges are charges for accessing a service that is not included in your subscription. Excluded Charges may change after at least 30 days written or online notice.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Post Minimum Terms

For Online/Practice Solutions/Software /ProFlex Products: At the end of the Minimum Term your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges. Excluded Charges may change after at least 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Automatic Renewal Term for Window Products. At the end of the Minimum Term your Monthly Charges will be billed at up to our then-current rate. Thereafter, we may modify the Monthly Charges if we notify you of a different rate with at least 90 days notice. The Monthly Window will remain unchanged. You are also responsible for all Excluded Charges. Excluded Charges may change after 30 days written or online notice. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803.

To apply Window charges to a specific month, the request must be submitted at least five (5) business days prior to the end of the month.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Miscellaneous

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Settling a Disputed Balance. Payments marked 'paid in full', or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval. We reserve our right to collect any remaining amount due to us on your account. Partial payments intended to settle an outstanding balance in full must be sent to: Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803, along with a written explanation of the disagreement or dispute. This address is different from the address you use to make account payments.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card, debit card or electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you have previously authorized us to bill a credit card, debit card or make electronic fund transfers for West subscriptions on an ongoing basis, or authorizing the same as part of this order, no further action is needed.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor, and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-government entity, this Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Excluded Charges. If you access services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at the links below. Excluded Charges may change after at least 30 days written or online notice.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-concourse-case-notebook-hosted.pdf>

Thomson Reuters General Terms and Conditions, apply to all products ordered, except print and is located at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions.pdf>.

The Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Banded Product Subscriptions You certify the total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in the applicable Quantity column. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf> If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Additional Order Form Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-00553360

Signature of Authorized Representative for order

Title

Printed Name

Date

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This Order Form will expire and will not be accepted after 10/26/2019.



THOMSON REUTERS™

Attachment**Order ID: Q-00553360**Contact your representative john.perry@thomsonreuters.com with any questions. Thank you.**Payment, Shipping, and Contact Information****Payment Method:**Payment Method: Bill to Account
Account Number: 1000126856**Order Confirmation Contact (#28)**Contact Name: Kristen Corn
Email: kristen.corn@brentwoodtn.gov**Shipping Information:**

Shipping Method: Ground Shipping - U.S. Only

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000126856	BRENTWOOD MUNICIPAL ATTORNEY	5211 MARYLAND WAY BRENTWOOD TN 37027-5011 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
5	Attorneys	42510228	Gvt - Westlaw Edge™ National Primary
5	Attorneys	42077755	Gvt - Analytical Plus for Government
5	Attorneys	41933475	Gvt Litigation For Government (Westlaw PRO™)
5	Attorneys	41935298	Gvt PeopleMap Premier And Company Investigator For Government (Westlaw PRO™)
5	Attorneys	41933492	GVT Practical Law For Government (Westlaw PRO™)
5	Attorneys	41974282	Gvt Drafting Assistant For Government (Westlaw PRO™)
5	Attorneys	41988413	Gvt - West LegalEdcenter For Government (Westlaw PRO™)

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Kristen	Corn	kristen.corn@brentwoodtn.gov	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
41968652	Government Plan 1326-1350 (Westlaw PRO™)

Brentwood City Commission Agenda

Meeting Date: 12/09/2019

Resolution 2019-113 - Amendment to Agreement with Vigilant Solutions for 5 Yr Subscription for a Fixed LPR System at Four Additional Locations

Submitted by: Jeff Hughes, Police

Department: Police

Information

Subject

Resolution 2019-113 - A Resolution Authorizing an Amendment to the Agreement with Vigilant Solutions for a Five-Year Subscription for a Fixed LPR System at Four Additional Locations

Background

The FY 2020-2025 Capital Improvements Program includes funding in FY 2020 for the expansion of the License Plate Recognition System by adding additional cameras at fixed locations in the City. Staff is proposing the installation of 16 additional cameras at four new locations throughout the city. Police Department staff chose locations based on the potential to maximize the effectiveness of this technology at strategic thoroughfares/intersections to compliment those primarily park based camera locations that were selected last year. Police staff have realized the value of this LPR system in the first year of deployment with success in solving crimes utilizing this technology.

LPRs capture the license plate numbers on all vehicles that pass through those locations that cameras have been installed. Software stores the license plates in a searchable database that investigators can access to develop investigative leads. Vehicle information obtained from LPRs can be shared with other law enforcement agencies that utilize this technology to determine other locations and activity timelines associated with suspect vehicles. Additionally, alerts can be entered on specific suspect license plate numbers, which allows investigators to be notified immediately of a location anytime that suspect license plate number is captured.

Staff is proposing the approval of an additional five-year subscription plan to expand LPR fixed cameras at four additional locations in the City. Those locations are:

1. Franklin Road/Town Center Way,
2. Wilson Pike/Split Log Road (Smith Park),
3. Moores Lane/Galleria Blvd.
4. Sunset Road/Concord Road.

The first year cost of this proposal is \$97,672.00, which includes equipment, installation and shipping, and will be funded out of the Capital Projects Fund. Annual subscription payments in Years 2-5 will be \$28,000, and will be incorporated in the Police Department's annual operating budget beginning in FY 2021.

Vigilant Solutions was the vendor selected last year to deploy LPR technology and it was determined they are a sole source vendor. An attachment has been included that describes Vigilant's status as a sole source provider. Additionally, the City of Brentwood currently utilizes services provided by Thomas Reuters (Government Investigations Division). Commercial license plate data available to investigators is exclusively provided by Vigilant Solutions through Thomas Reuters, which qualifies them as a sole source vendor in order to allow the LPR camera data to be paired with the commercial data.

The attached quote specifies a cost per item based on a total of 16 additional cameras installed at four new locations. The quote contains costs associated with the install that will not be known definitively until the time of installation based on existing infrastructure, or the lack thereof. The quote specifies a total cost with the assumption that everything specified will be needed - in reality, that cost may be lower, but will not exceed the quoted amount.

Staff Recommendation

Staff recommends approval of the attached resolution authorizing the approval of a five-year subscription expanding the existing fixed Vigilant Solutions LPR System adding 16 cameras to be installed at four new locations as denoted above.

Fiscal Impact

Amount : \$97,672.00

Source of Funds: Capital Projects Fund

Account Number: 311-45300-6016

Fiscal Impact:

Funds are available in the Capital Projects Fund for the initial cost associated with this service addition. Annual subscription costs after the first year will be incorporated into the Police Department's annual operating budget beginning in FY 2021.

Attachments

Resolution 2019-113

Vigilant Solutions Phase II Quote

Contract No. 2018-045

Costs Spreadsheet

Project Scope

Sole Source Document
Wilson Pk/Split Log Road Photo

RESOLUTION 2019-113

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 A FIVE-YEAR SUBSCRIPTION FOR A FIXED LPR SYSTEM AT FOUR ADDITIONAL LOCATIONS, 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 a five-year subscription for a fixed LPR system at four additional locations, 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

Rhea E. Little, III

ADOPTED: _____

Approved as to form:

RECORDER

Holly Earls

CITY ATTORNEY

Kristen L. Corn



Quote For:

Brentwood Police Department (TN)

Attn: Jeff Hughes

Reference:

Fixed Subscription Project (Phase 2)


Quote By:

Vigilant Solutions, LLC

Jason Cheshier

Date: 11-26-19

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:	11-26-19
Project Name:	Fixed Subscription Project (Phase 2)			Quote ID:	JAS-1122-05

PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

Qty	Item #	Description
(16)	VFSS-100-RXD	Vigilant Fixed Subscription Service (YEAR 1) <ul style="list-style-type: none"> Vigilant Reaper XD Fixed Cameras Fixed Camera Bracket Ethernet Cable
Subtotal Price (Excluding sales tax)		\$56,000.00

Qty	Item #	Description
(5)	BCAI1F2	Vigilant Fixed Camera Intelligence Box - Primary <ul style="list-style-type: none"> Primary Intelligence Box to manage power and communications for up to two (2) Vigilant fixed LPR cameras and up to (3) Secondary Intelligence Boxes
Subtotal Price (Excluding sales tax)		\$19,495.00

Qty	Item #	Description
(3)	BCA-1F2	Vigilant Fixed Camera Intelligence Box - Secondary <ul style="list-style-type: none"> Secondary Intelligence Box to manage power and communications for up to (2) Vigilant fixed ReaperXD LPR cameras Secondary boxes require line-of-sight to Primary Intelligence Box for communications
Subtotal Price (Excluding sales tax)		\$3,897.00

Qty	Item #	Description
(16)	VFSS-100-RXD	Year 2 Vigilant Fixed Subscription Service <ul style="list-style-type: none"> Invoiced in Nov 2020 Qty 16 Cameras = \$28,000
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(16)	VFSS-100-RXD	Year 3 Vigilant Fixed Subscription Service <ul style="list-style-type: none"> Invoiced in Nov 2021 Qty 16 Cameras = \$28,000.00
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(16)	VFSS-100-RXD	Year 4 Vigilant Fixed Subscription Service <ul style="list-style-type: none"> Invoiced in Nov 2022 Qty 16 Cameras = \$28,000.00
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(16)	VFSS-100-RXD	Year 5 Vigilant Fixed Subscription Service <ul style="list-style-type: none"> Invoiced in Nov 2023 Qty 16 Cameras = \$28,000.00
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(1)	TAS-UL	Target Alert Service - LPR Alert Delivery Software - Unlimited User <ul style="list-style-type: none"> Real Time LPR notification and mapping software sends LPR alerts to any in-network PC Send Alerts over any communication protocol including LAN, WAN, internet wireless, etc. Server Client software compatible with all Vigilant CDFS applications
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(11)	SSUPSYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system <ul style="list-style-type: none"> Vigilant technician to visit customer site Includes system start up, configuration and commissioning of LPR system Applies to mobile (1 System) and fixed (1 Camera) LPR systems
Subtotal Price (Excluding sales tax)		\$0.00

Qty	Item #	Description
(4)	VS Installs	Installations at 4 locations plus training
Subtotal Price (Excluding sales tax)		\$17,400.00

Qty	Item #	Description
(16)	VS-SHP-02	Vigilant Shipping Charges <ul style="list-style-type: none"> Applies to each fixed camera LPR System Shipping Method is FOB Shipping
Subtotal Price (Excluding sales tax)		\$880.00

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Returns or exchanges will incur a 15% restocking fee.
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. Software is manufactured under strict Vigilant Solutions standard.
5. This Quote does not include anything outside the above stated bill of materials.
6. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
7. Quote assumes network is easily accessible or Sims cards will be furnished by customer.
8. Price assumes there is available conduit space to run cables and conductors.
9. Price assumes the attached Traffic Control Drawing is acceptable. Any additional drawings required will be additional and quoted upon request.
10. Permits and any related costs are the responsibility of the customer.
11. Fixed Subscription Service includes 5 year warranty and CLK's on all hardware
12. Year 2-5 will be billed annually at \$28,000 for a total of \$209,672. Terms and Conditions are in the ESA that will be updated

Quoted by:

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

Total Price (Excluding sales tax)	\$97,672.00
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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:
 - o 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.

Entrances and Exits	Lanes/Cameras	Primary Boxes
Franklin Road & Town Center Way	2	1
Wilson Pike & Split Log	4	1
Moores Ln & Galleria Blvd	8	2
Sunset Rd & Concord Rd	2	1
TOTAL UNITS	16	5

Subscription Model	Per Item	YEAR 1
Camera	\$3,500.00	\$56,000.00
Camera License Keys	\$525.00	Included
Vigilant Startup and Commissioning	\$875.00	Included
Primary Boxes	\$3,899.00	\$19,495.00
Secondary Boxes	\$1,299.00	\$3,897.00
Camera Mounts	\$275.00	Included
Cables	\$260.00	Included
Installs/Training/Travel	\$4,350.00	\$17,400.00
Shipping	\$55.00	\$880.00
Total		\$97,672.00
GRAND TOTAL PER YEAR		

Cost Per PARK		YEAR 1
Franklin Road & Town Center Way		\$15,359.00
Wilson Pike & Split Log		\$23,768.00
Moores Ln & Galleria Blvd		\$43,186.00
Sunset Rd & Concord Rd		\$15,359.00
		\$0.00
		\$0.00
		\$0.00
Total		\$97,672.00
GRAND TOTAL PER YEAR		\$97,672.00

Secondary Boxes	Camera Mounts	Cables	Installs
0	2	2	1
1	4	4	1
2	7	7	1
0	2	2	1
3	16	16	4

YEAR 2	YEAR 3	YEAR 4	YEAR 5
\$28,000.00	\$28,000.00	\$ 28,000.00	\$ 28,000.00
Included	Included	Included	Included
Included	Included	Included	Included
Included	Included	Included	Included
Included	Included	Included	Included
Included	Included	Included	Included
Included	Included	Included	Included
Included	Included	Included	Included
Included	Included	Included	Included
\$28,000.00	\$28,000.00	\$ 28,000.00	\$ 28,000.00
\$125,672.00	\$153,672.00	\$181,672.00	\$209,672.00

YEAR 2	YEAR 3	YEAR 4	YEAR 5
\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
\$ 14,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00
\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -
\$ 28,000.00	\$ 28,000.00	\$ 28,000.00	\$ 28,000.00
\$125,672.00	\$153,672.00	\$181,672.00	\$209,672.00



MOTOROLA SOLUTIONS



VIGILANT
SOLUTIONS

Project Plan Scoping Document for:

City of Brentwood, TN
Police Department

Project Type:

Public Safety Fixed License Plate Recognition (LPR)

Date:

December 3rd, 2019

Location:

Brentwood, TN

Scoping Provided by:

Brian Scoggins Jr, Sales Engineer

Vigilant Solutions Contacts:

Brian Scoggins, Sales Engineer (865) 679-9814, brian.scoggins@vigilantsolutions.com
Jason Cheshier, Regional Sales Manager (469) 678-1079, jason.cheshier@vigilantsolutions.com



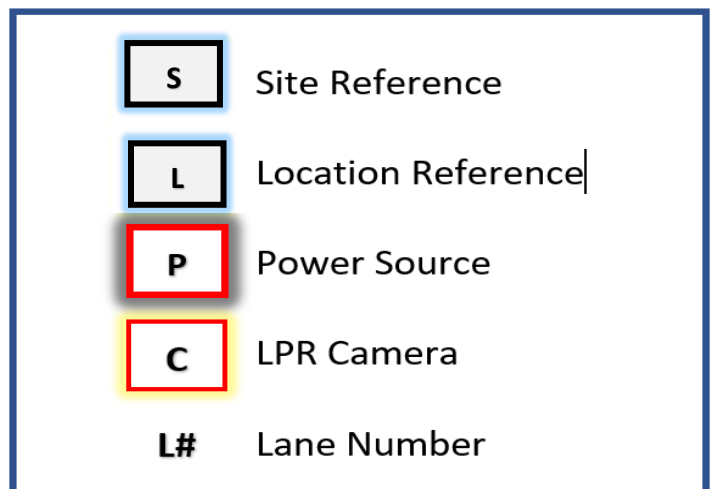
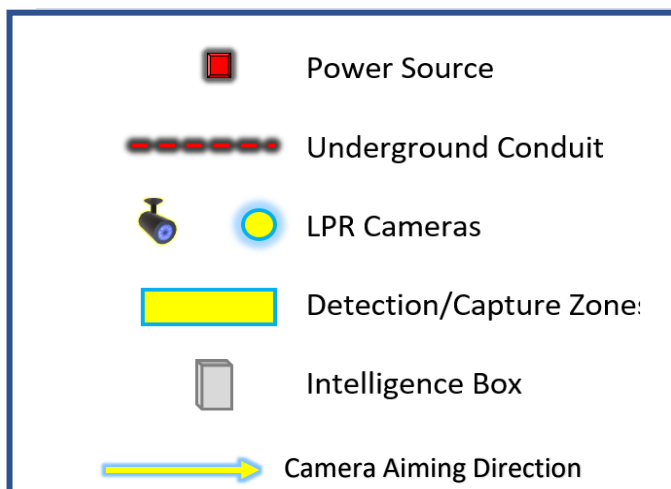
Opening Notes:

- ✦ The pictures depicted in this document are intended to represent the suggested camera locations for the Vigilant Solutions fixed LPR site solutions for the City of Brentwood, TN Police Department. The outlined illustrations below were created to show approximate camera installation locations in order to provide optimal coverage and product efficiency.
- ✦ An additional site walk may need to be conducted prior to installation in order to confirm final camera placement. In addition to project approval; final camera placement will also be contingent on camera viewing specs, power sourcing availability and new/existing infrastructure availability and attachment approval.
- ✦ For questions regarding hardware and software compliance and setup, please contact the Sales Engineer at the contact listed above.

General Installation Notes:

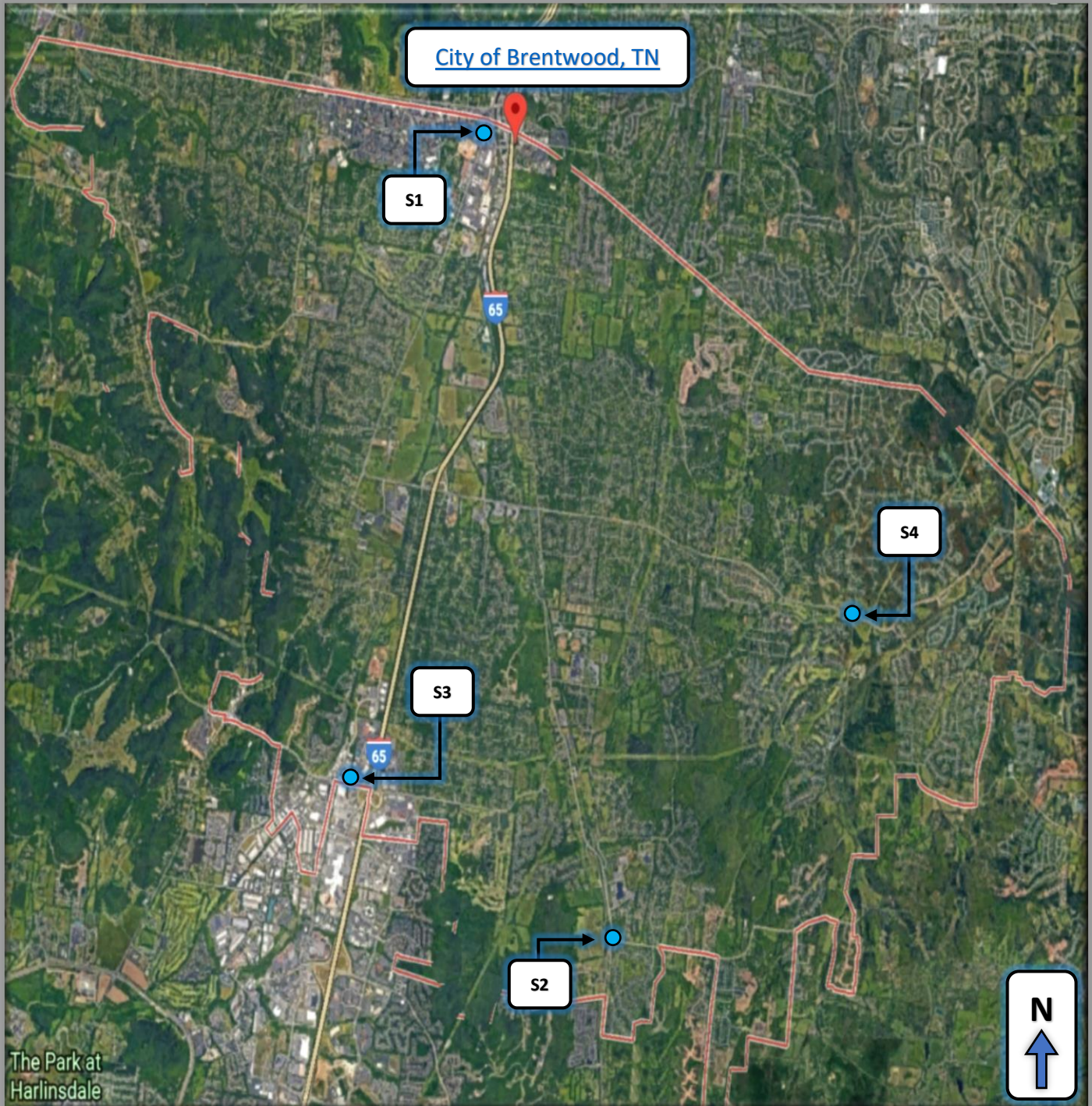
- ✦ All power provided for the LPR Vigilant Intelligence boxes MUST be terminated on a dedicated 15amp Circuit breaker.
- ✦ All Power supplied to Vigilant Intelligence boxes MUST be least 120V, But NOT greater than 277V.
- ✦ All Vigilant LPR cameras run exclusively off POE. All POE cable MUST be terminated into the designated Vigilant Intelligence Box.
- ✦ All CAT6 cable runs Shall NOT exceed 325ft in length from the Vigilant Intelligence box to the camera without a POE switch to extend the run.
- ✦ Customer to work with Vigilant Solutions on coordinating site personnel for approval as it pertains to power sourcing, and LPR camera attachment for ALL Vigilant LPR equipment.
- ✦ The approved Installation contractor will be responsible for coordinating ALL site utility locates, which MUST be performed prior to any construction.
- ✦ New Poles for LPR cameras attachment to be purchased by customer and installed by approved contractor.
- ✦ Customer is responsible for purchasing ALL additional hardware outside of what is included with the Vigilant purchased cameras and intelligence boxes as it pertains to mounting and installation

Legend:



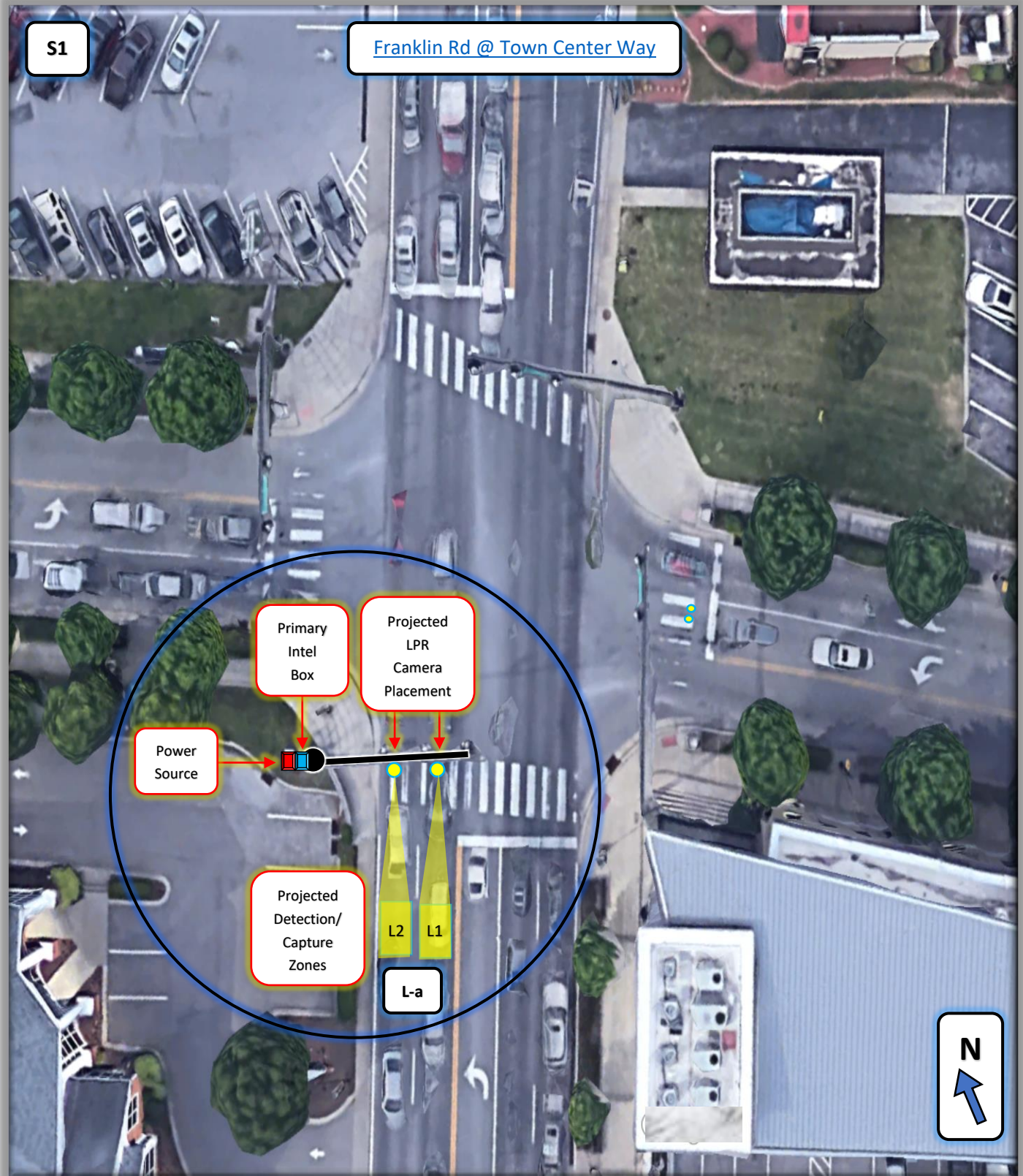
Site Descriptions

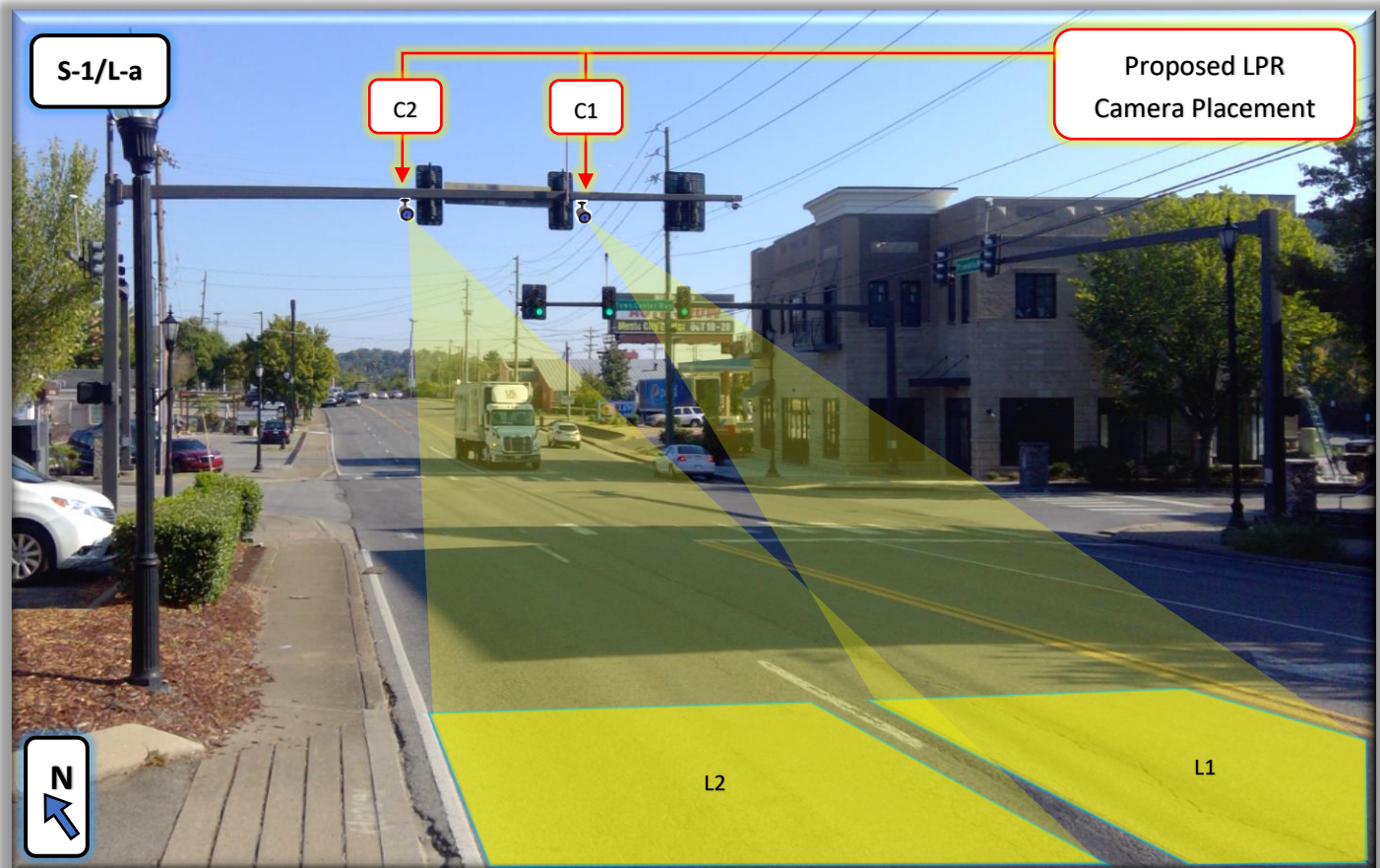
Sites	Locations	Detection Type	Site Description	Camera Type	Qty
1	A	Fixed (LPR)	Franklin Rd @ Town Center Way	Reaper XD (LR)	2
2	A, B, C, D	Fixed (LPR)	Wilson Pike @ Split Log Rd.	Reaper XD (LR)	4
3	A, B, C	Fixed (LPR)	Moores Ln. @ Galleria Blvd.	Reaper XD (LR)	8
4	A & B	Fixed (LPR)	Sunset Rd. @ Concord Rd	Reaper XD (LR)	2
Total Fixed (LPR) Cameras Proposed					16



The Park at
Harlinsdale

Site	Locations	Location Description	Camera Location	Camera Type	Qty
1	A	SB Traffic Signal Mast Arm	Traffic Signal Mast Arm	Reaper XD (LR)	2





Site 1 Build of Material (BOM)

Description	Part / Accessory	Qty
ReaperXD Fixed LPR Camera System	VSF-100-RXD	2
Vigilant Fixed Camera Intelligence Box - Primary	BCAI1F2	1
Vigilant System Start Up & Commissioning of 'In Field' LPR system	SSU-SYS-COM	2
Vigilant Shipping & Handling Charges	VS-SHP-02	2

✎ Site 1 Google Maps Link: [Franklin Rd @ Town Center Way](#)

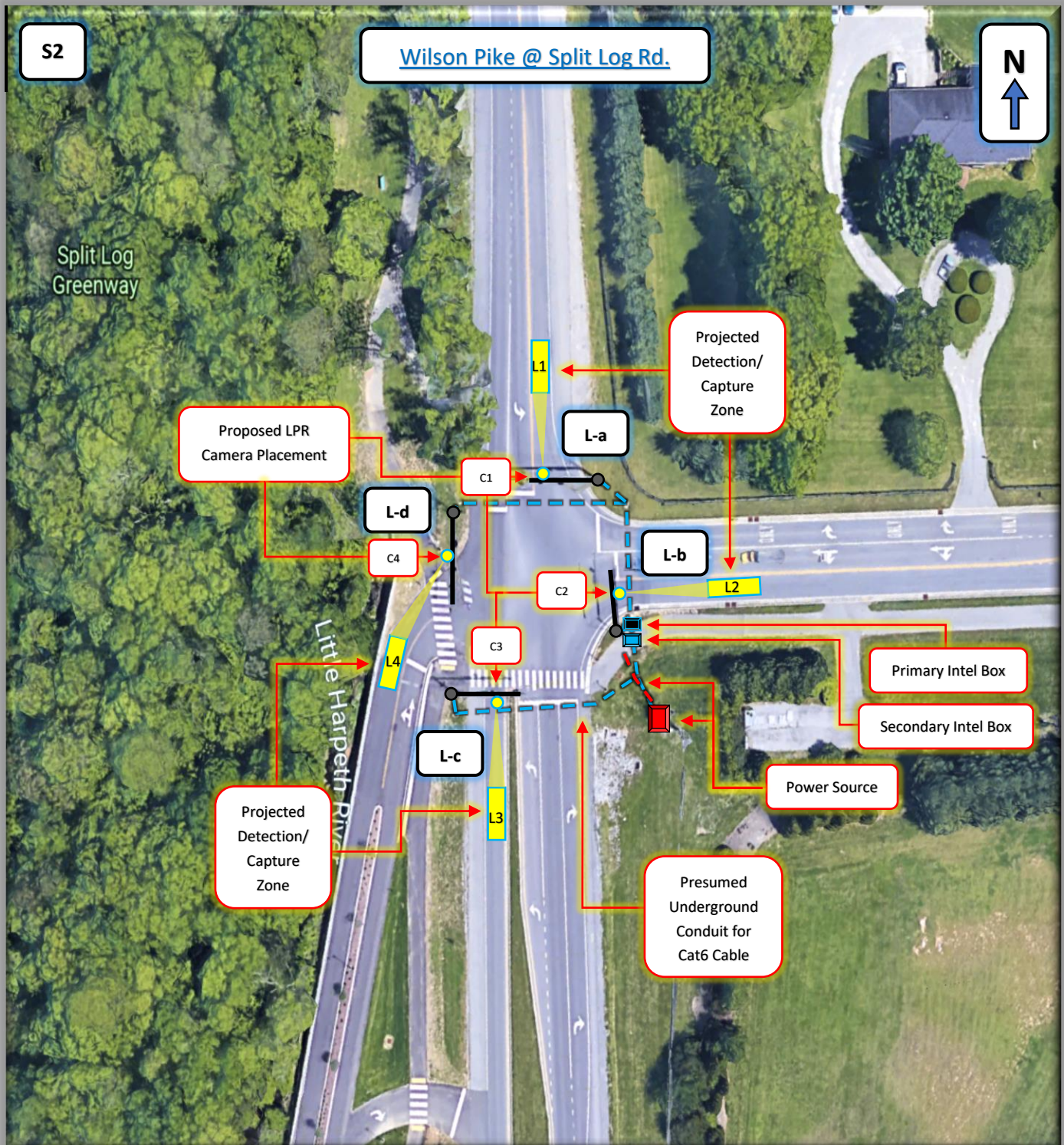
✎ **Installation Notes:**

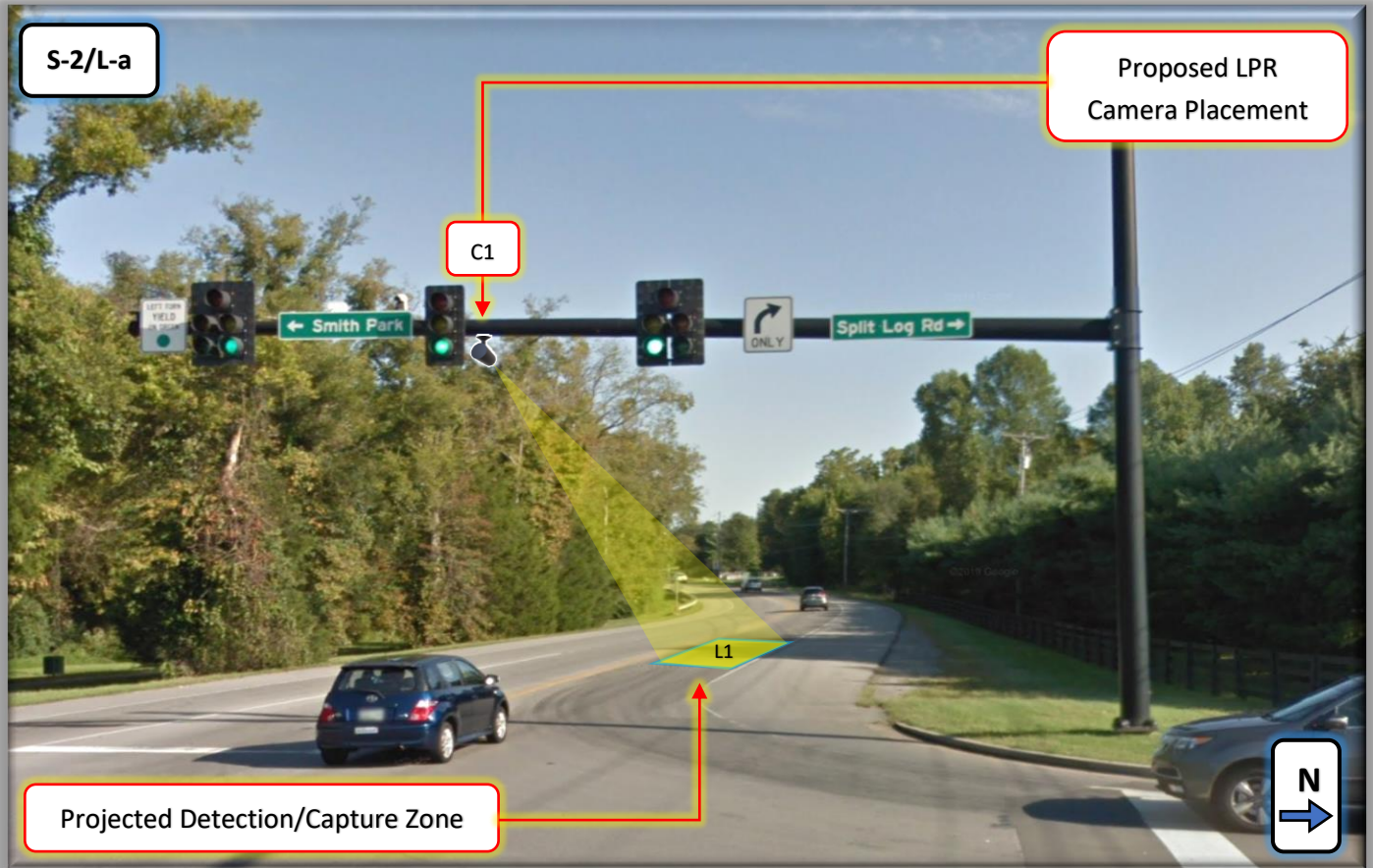
- Power for the intel boxes to be sourced from the same power supplying the traffic signal cabinet located on the SW corner and terminated to a single 20A breaker.

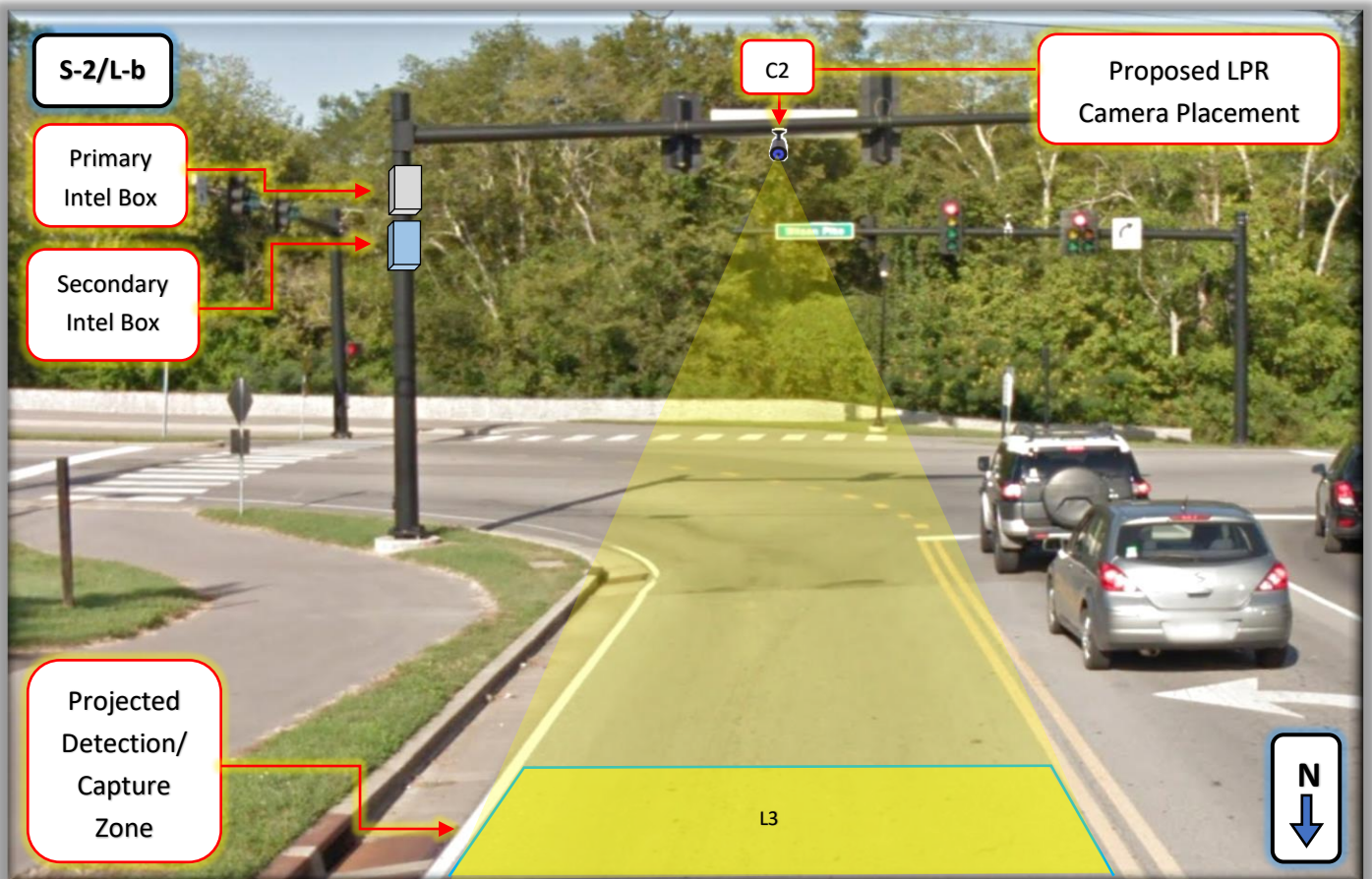
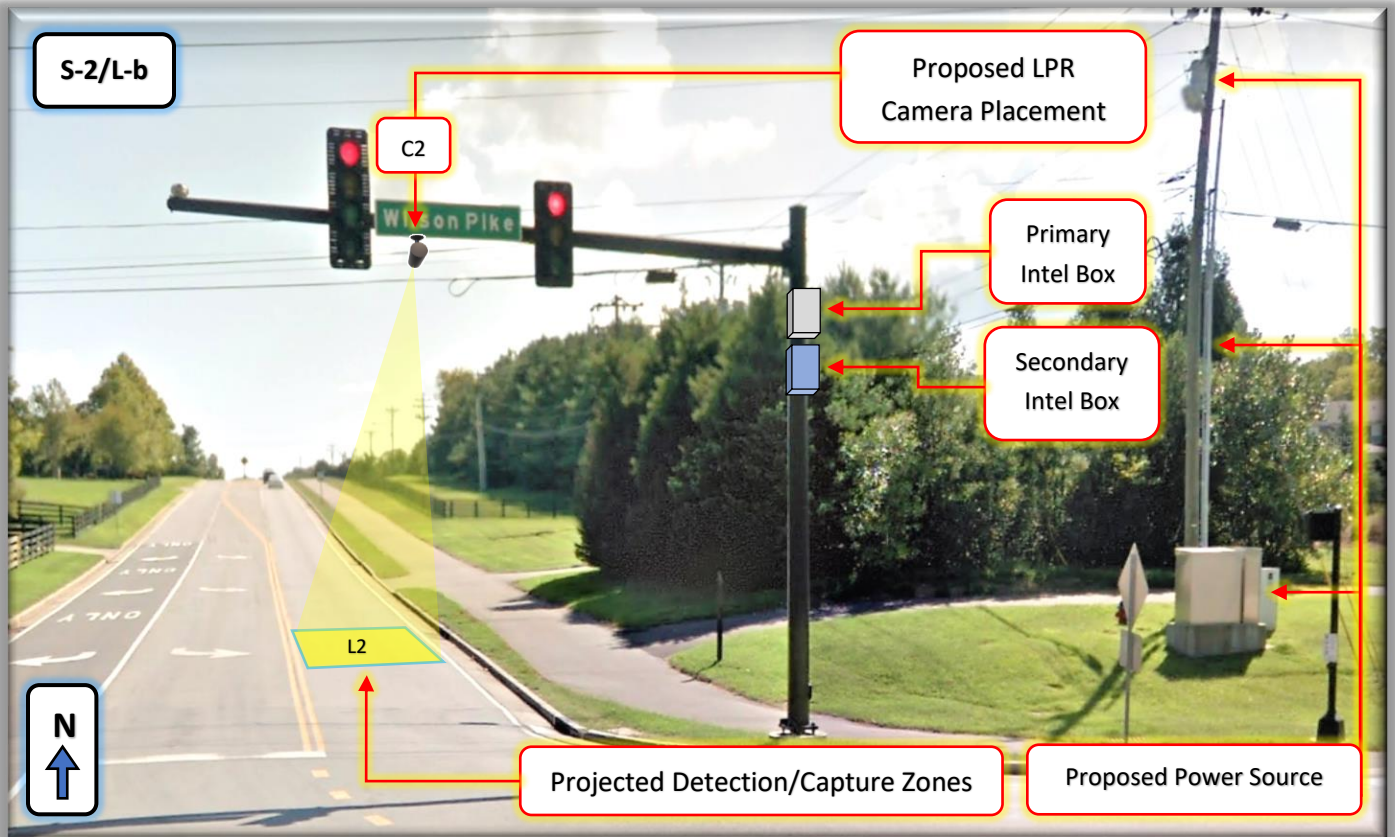
❖ **L-a/Southbound:**

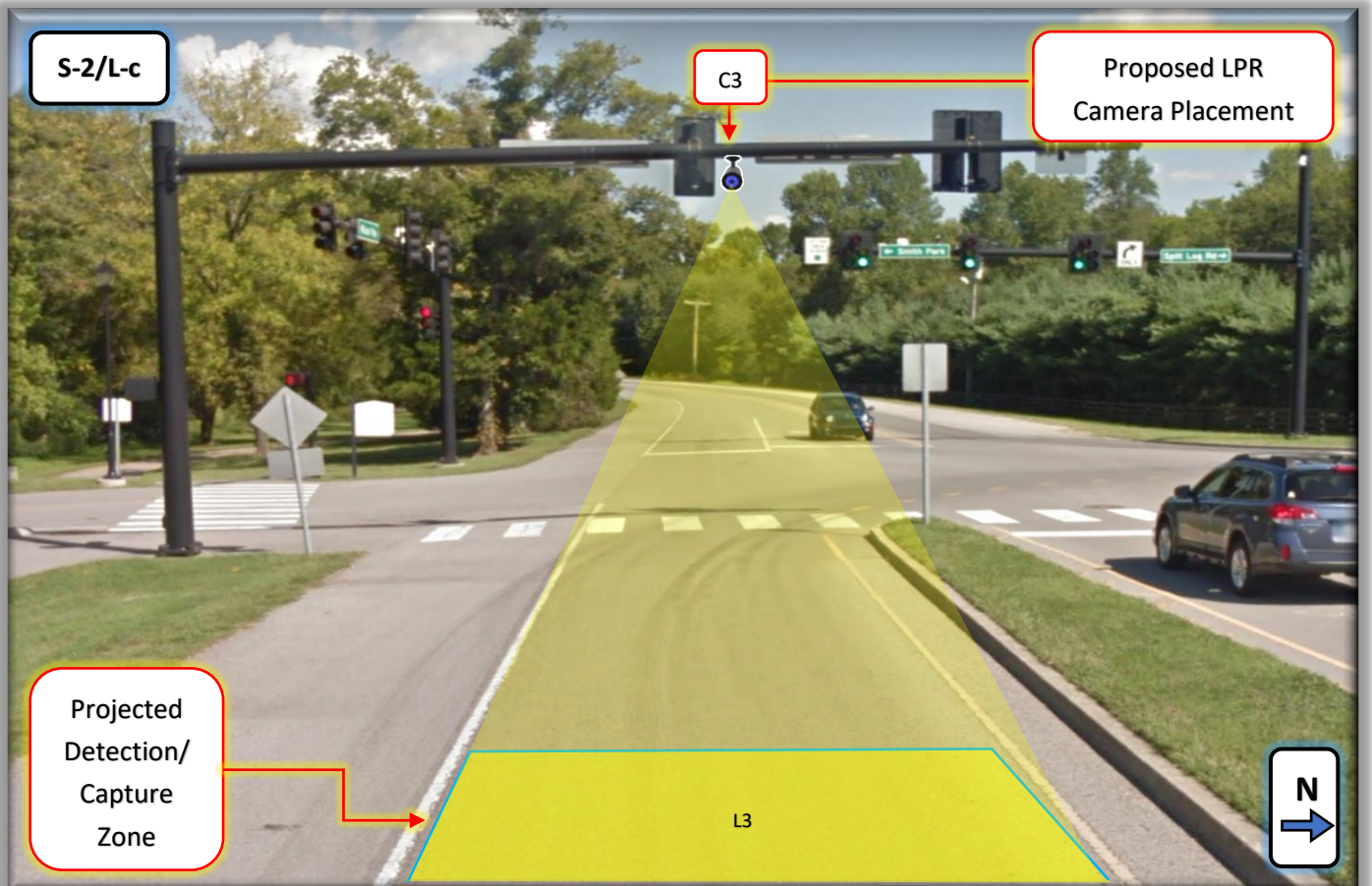
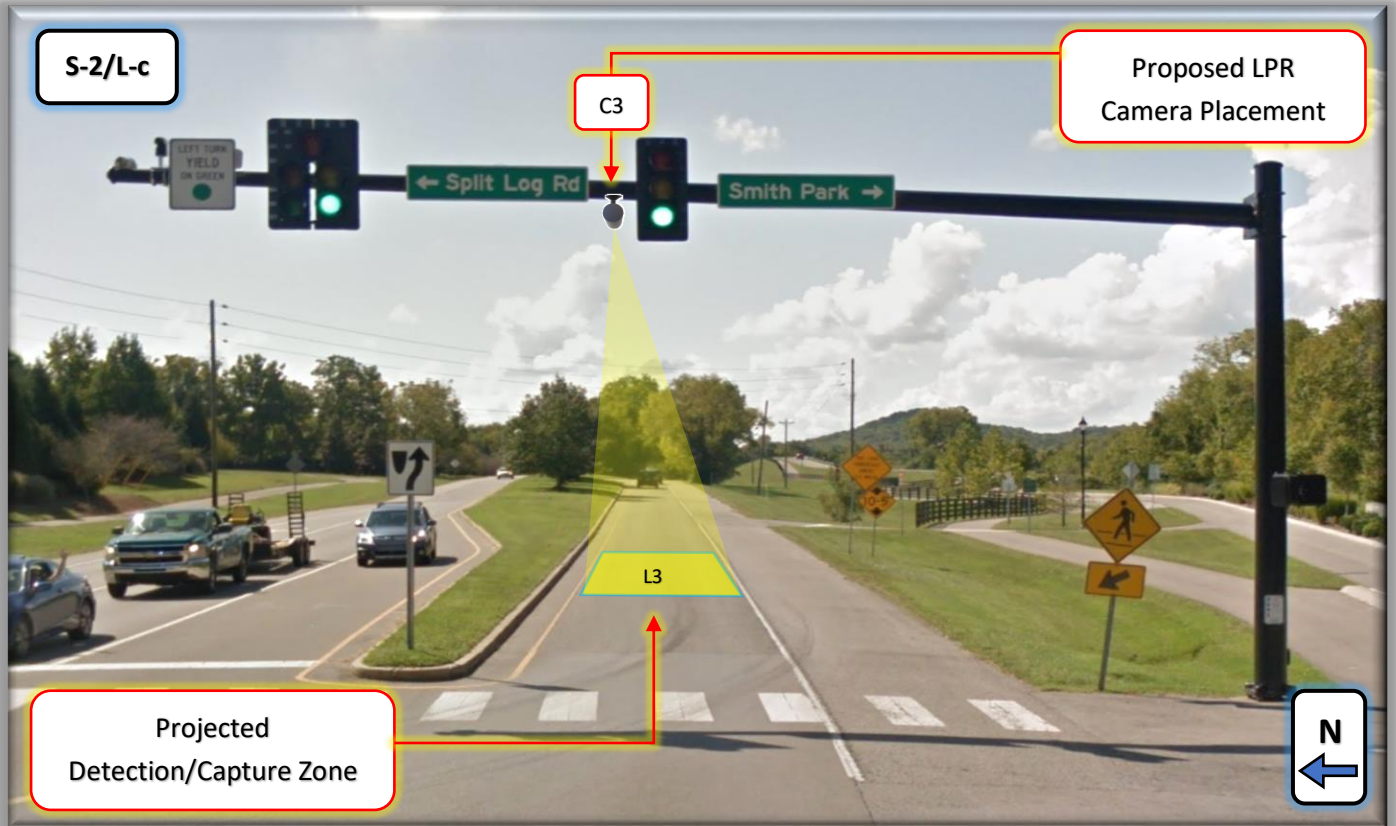
- SB LPR Cameras shall be installed on the traffic signal mast arm (*See notes below for placement*).
 - LPR Camera 1 [C1] to be mounted and aimed over the center of Lane 1 [L1] for SB rear plate capture.
 - LPR Camera 2 [C2] to be mounted and aimed over the center of Lane 2 [L2] for SB rear plate capture.
 - Primary Intelligence box to be mounted to the traffic signal steel pole on the SW corner.

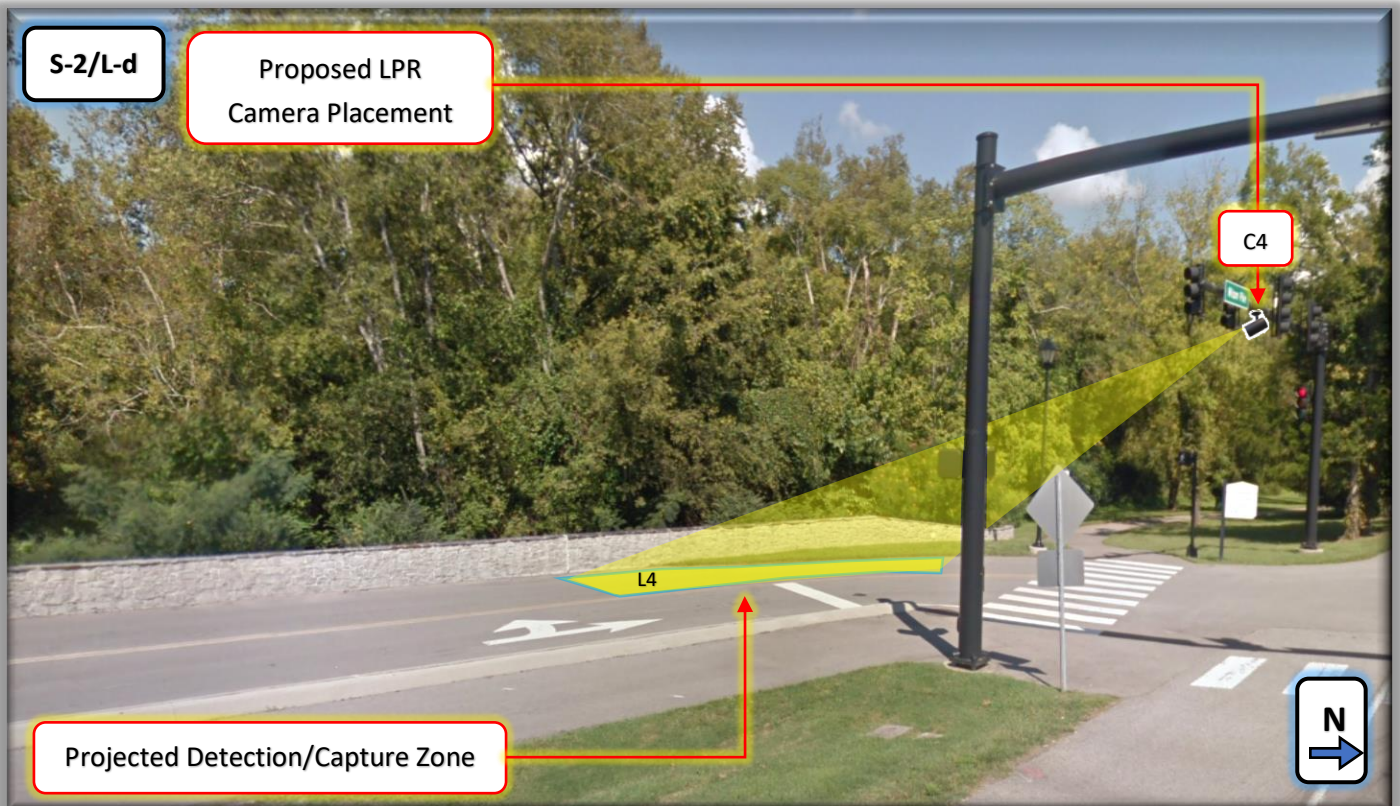
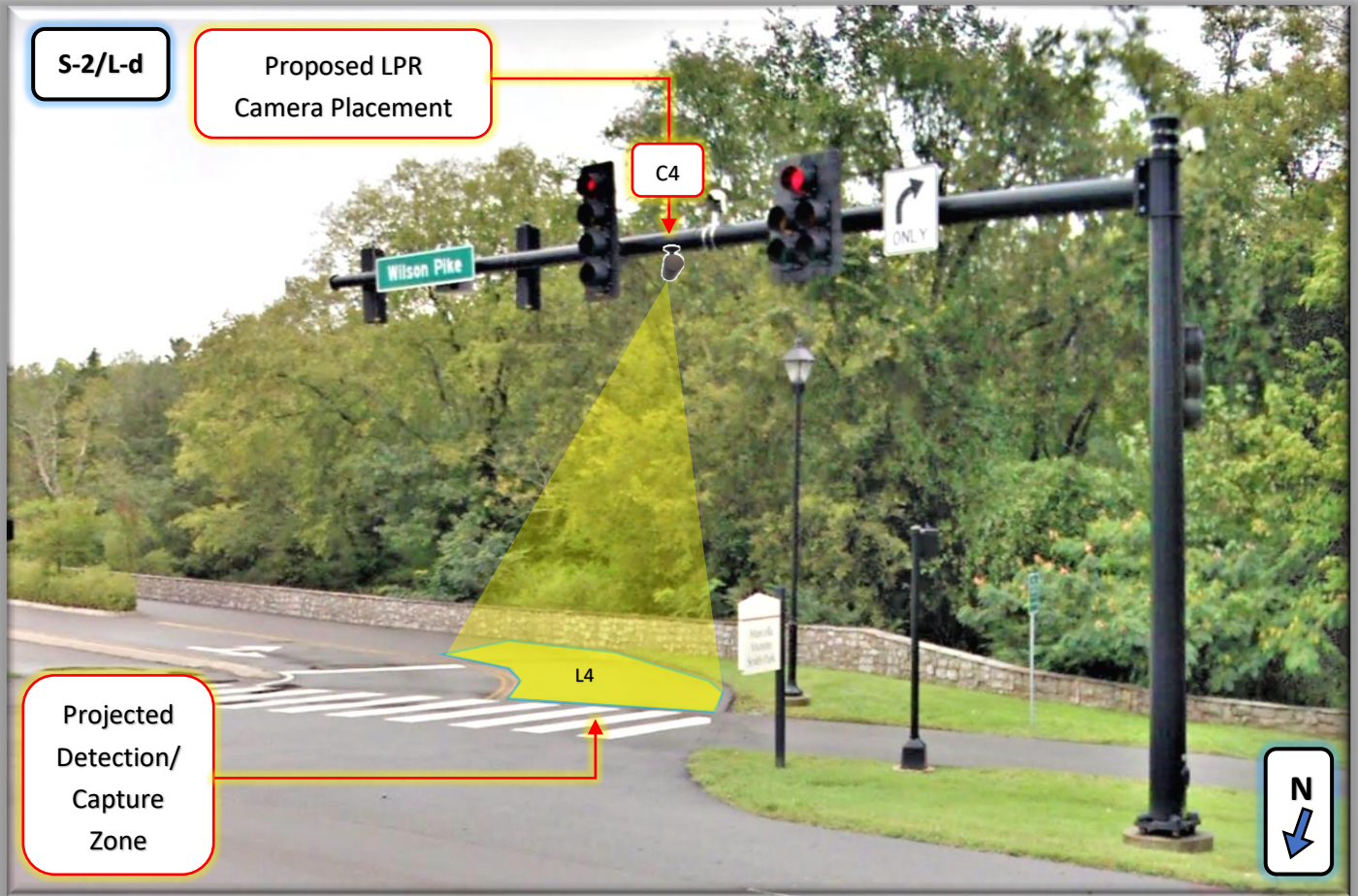
Site	Locations	Location Description	Camera Location	Camera Type	Qty
2	L-a	NB Wilson Pike	NB Traffic Signal Mast Arm	Reaper XD (LR)	1
2	L-b	EB Split Log Rd.	EB Traffic Signal Mast Arm	Reaper XD (LR)	1
2	L-c	SB Wilson Pike	SB Traffic Signal Mast Arm	Reaper XD (LR)	1
2	L-d	SB Split Log Rd.	SB Traffic Signal Mast Arm	Reaper XD (LR)	1











Site 3 Build of Material (BOM)

Description	Part / Accessory	Qty
ReaperXD Fixed LPR Camera System	VSF-100-RXD	8
Vigilant Fixed Camera Intelligence Box - Primary	BCA11F2	2
Vigilant Fixed Camera Intelligence Box - Secondary	BCA-1F2	4
Vigilant System Start Up & Commissioning of 'In Field' LPR system	SSU-SYS-COM	8
Vigilant Shipping & Handling Charges	VS-SHP-02	8

✚ **Site 2 Google Maps Link:** [Wilson Pike @ Split Log Rd.](#)

✚ **Installation Notes:**

- Power for the intel boxes to be sourced from the same power supplying the traffic signal cabinet located on the NE corner and terminated to a single dedicated 15A breaker.

❖ **L-a/Westbound:**

- WB LPR Cameras shall be installed on the traffic signal mast arm *(See notes below for placement)*.
 - LPR Camera 1 [C1] to be mounted and aimed over the center of Lane 1 [L1] for WB rear plate capture.

❖ **L-b/Northbound:**

- NB LPR Cameras shall be installed on the traffic signal mast arm *(See notes below for placement)*.
 - LPR Camera 2 [C2] to be mounted and aimed over the center of Lane 2 [L2] for NB Split Log rd. rear plate capture.
 - Primary and Secondary Intelligence boxes to be mounted to the traffic signal steel pole on the NE corner.

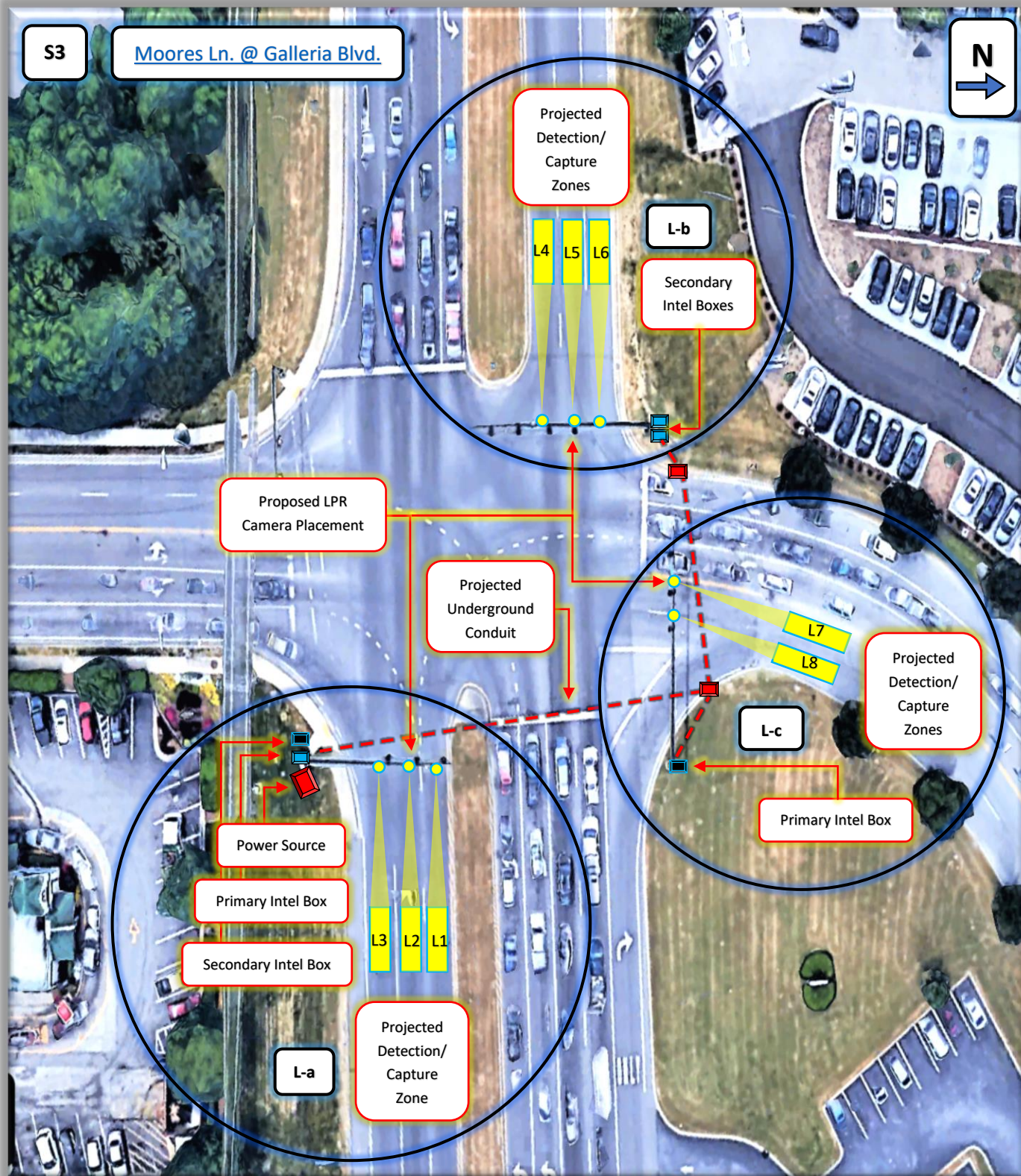
❖ **L-c/Southbound:**

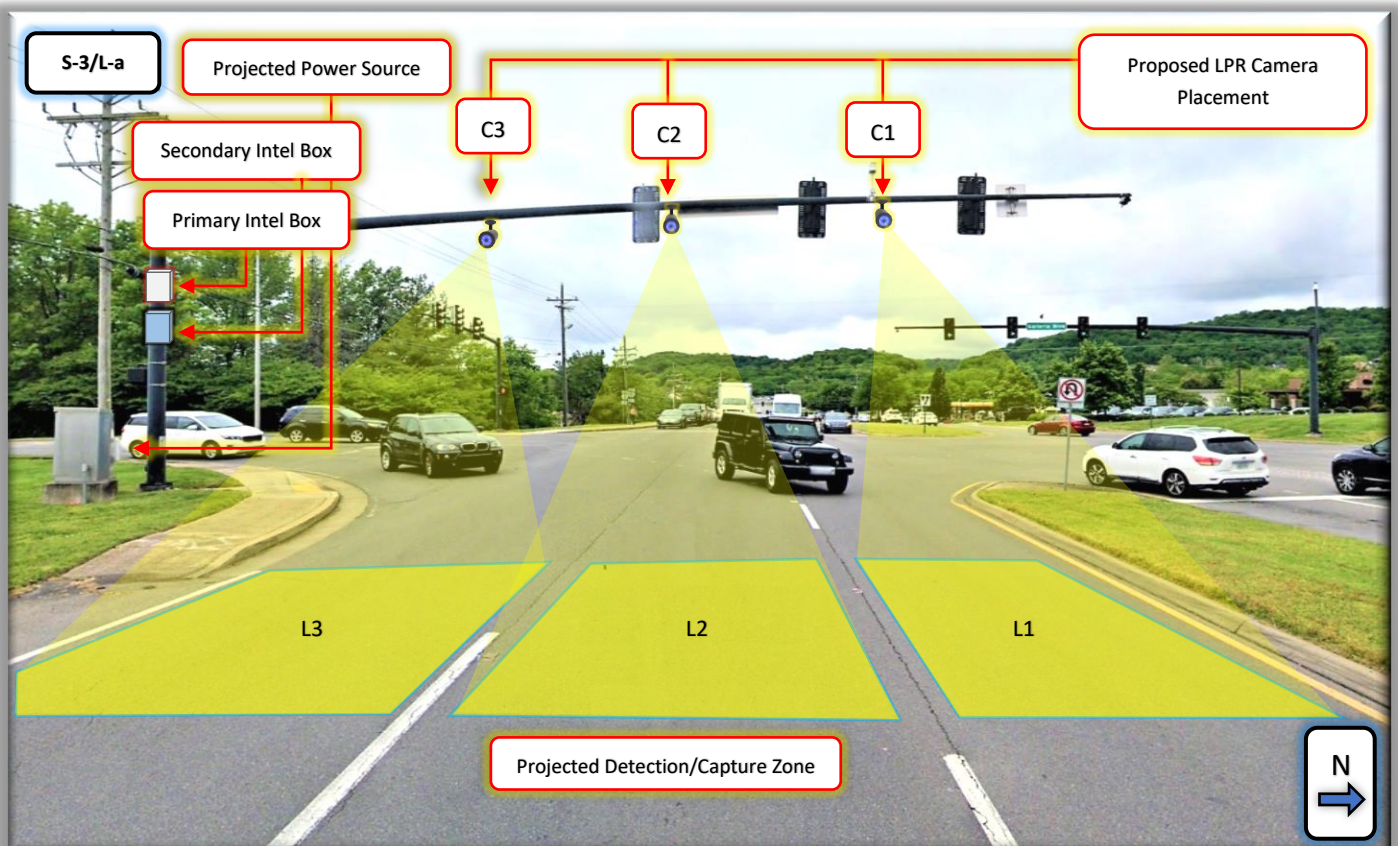
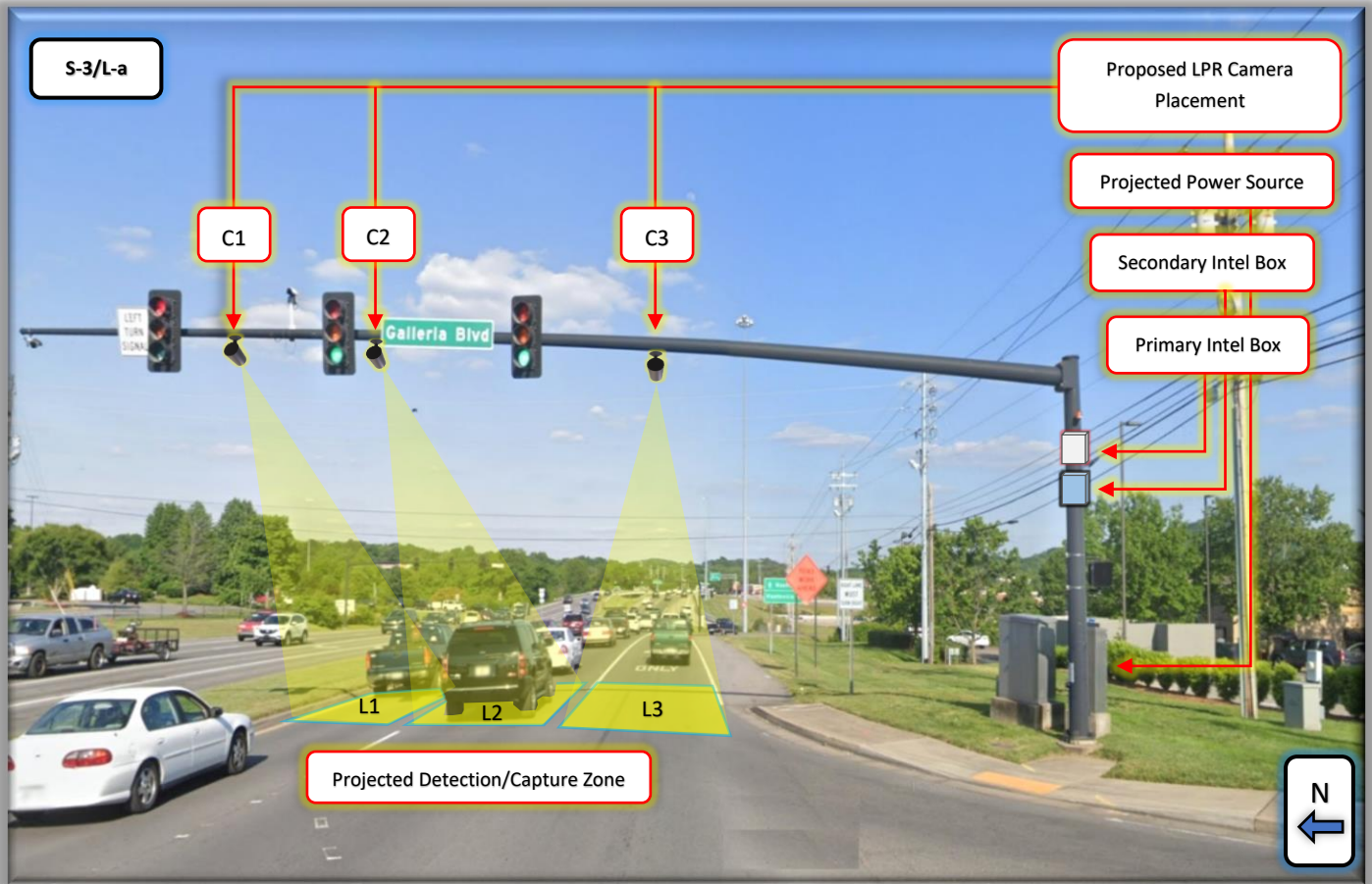
- SB LPR Cameras shall be installed on the traffic signal mast arm *(See notes below for placement)*.
 - LPR Camera 3 [C3] to be mounted and aimed over the center of Lane 3 [L3] for SB Wilson Pike rear plate capture.

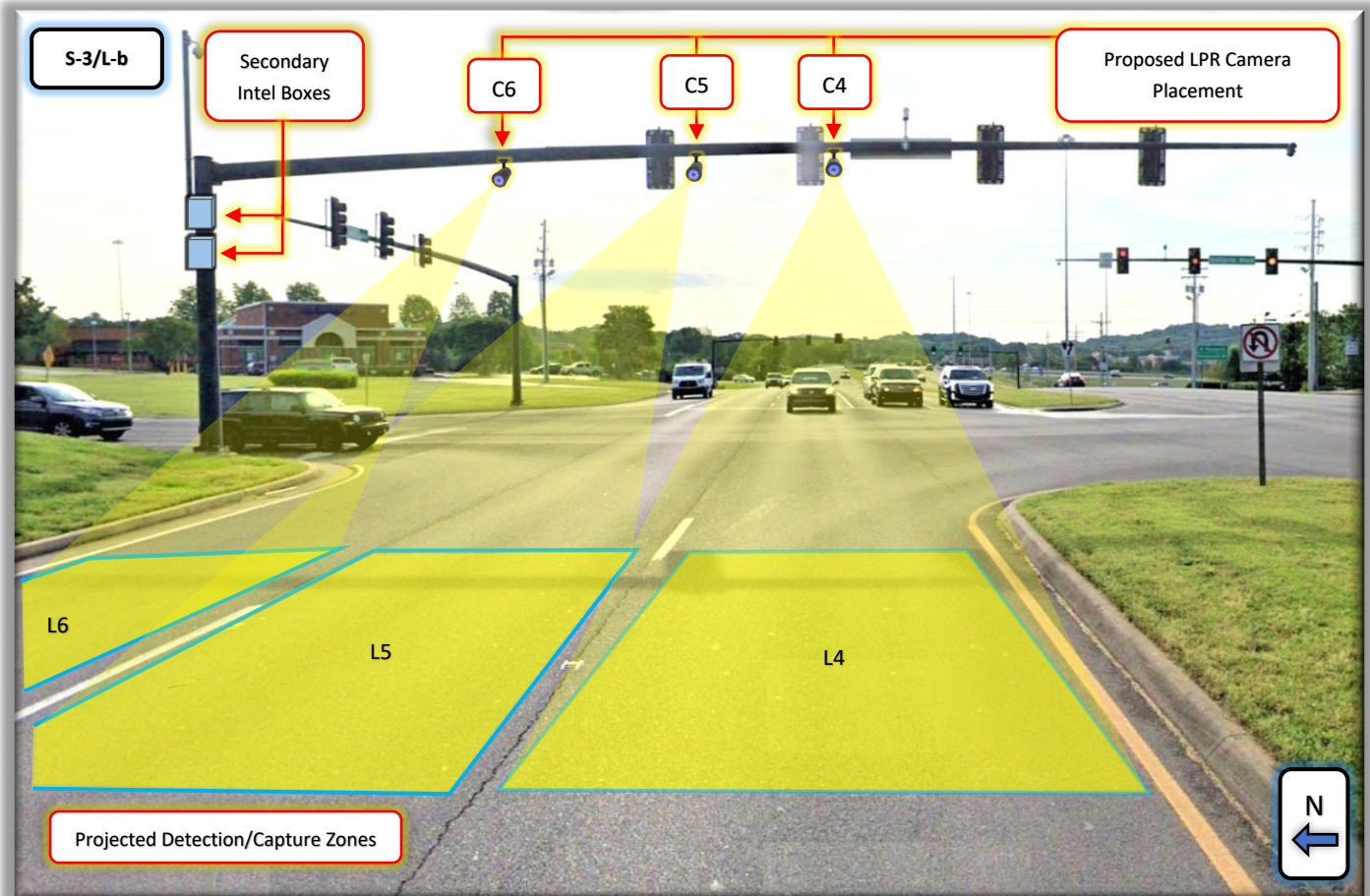
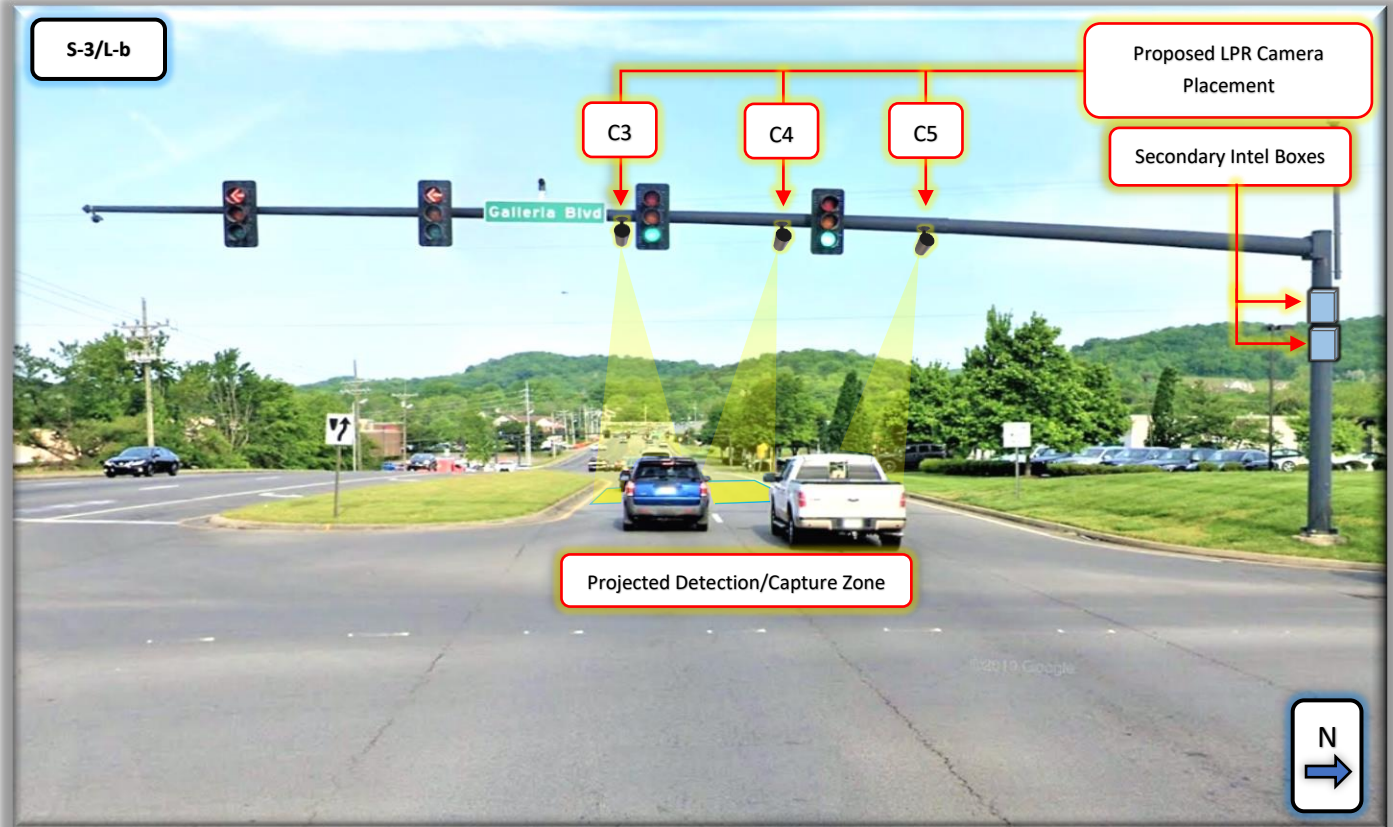
❖ **L-c/Southbound:**

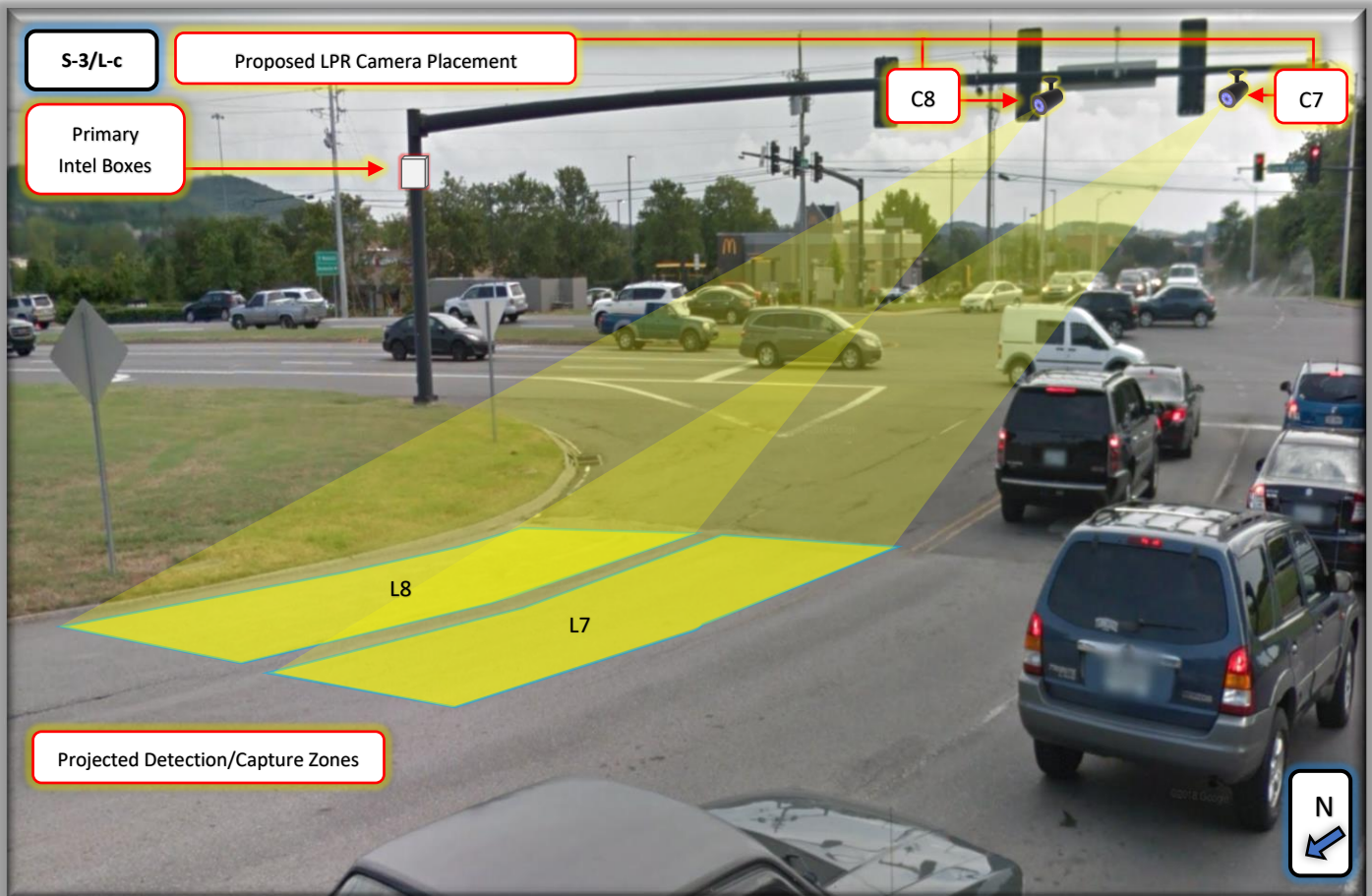
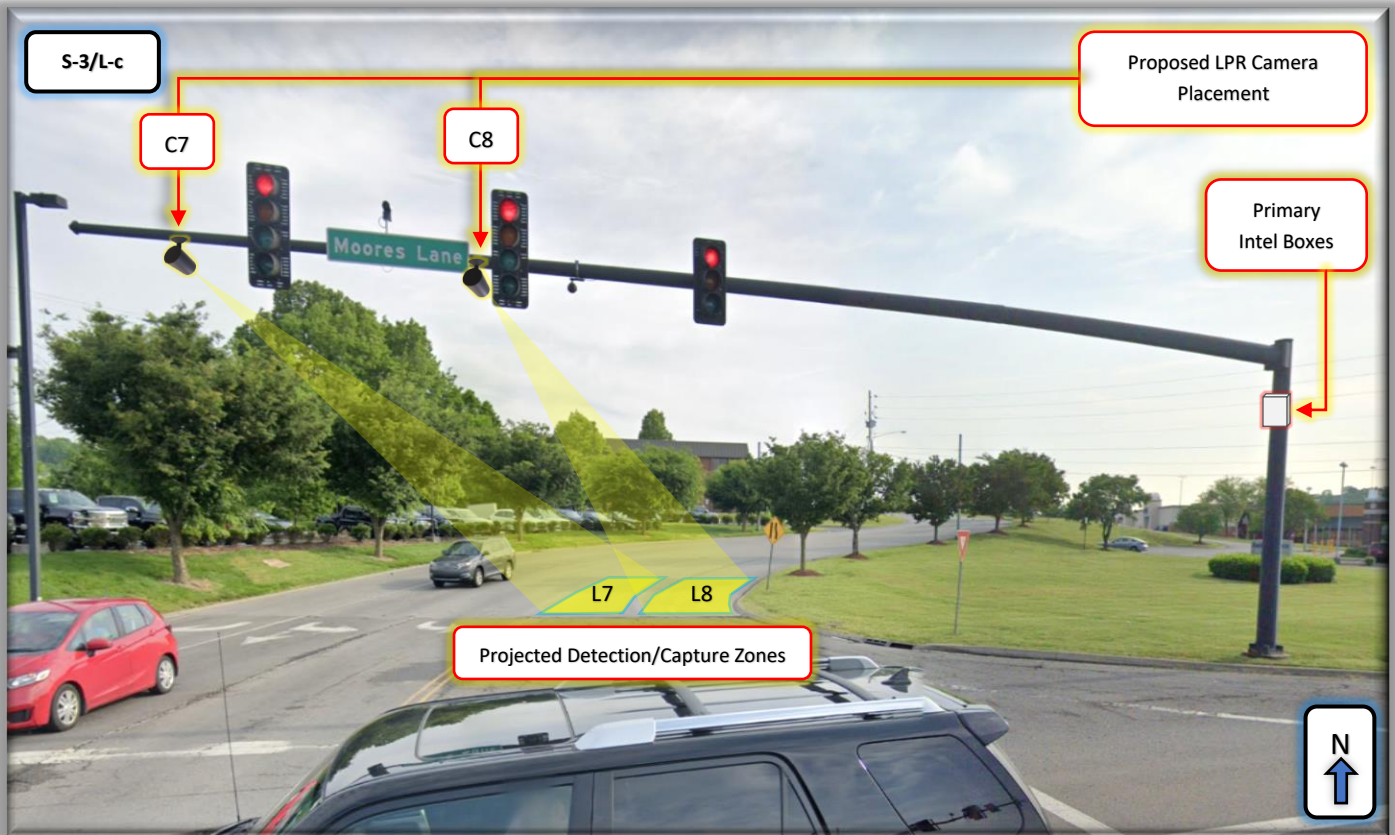
- SB LPR Cameras shall be installed on the traffic signal mast arm *(See notes below for placement)*.
 - LPR Camera 7 [C7] to be mounted and aimed over the center of Lane 7 [L7] for SB Split Log rd. rear plate capture.

Site	Locations	Location Description	Camera Location	Camera Type	Qty
3	L-a	WB Moores Lane	WB Traffic Signal Mast Arm	Reaper XD (LR)	3
3	L-b	EB Moores Lane	EB Traffic Signal Mast Arm	Reaper XD (LR)	3
3	L-c	NB Moores Lane	NB Traffic Signal Mast Arm	Reaper XD (LR)	2









Site 3 Build of Material (BOM)

Description	Part / Accessory	Qty
ReaperXD Fixed LPR Camera System	VSF-100-RXD	8
Vigilant Fixed Camera Intelligence Box - Primary	BCAI1F2	2
Vigilant Fixed Camera Intelligence Box - Secondary	BCA-1F2	3
Vigilant System Start Up & Commissioning of 'In Field' LPR system	SSU-SYS-COM	8
Vigilant Shipping & Handling Charges	VS-SHP-02	8

Site 3 Google Maps Link: [Moore's Ln. @ Galleria Blvd.](#)

Installation Notes:

- Power for the intel boxes to be sourced from the same power supplying the traffic signal cabinet located on the SE corner and terminated to a single 20A breaker.

❖ **L-a/Eastbound:**

- EB LPR Cameras shall be installed on the traffic signal mast arm *(See notes below for placement)*.
 - LPR Camera 1 [C1] to be mounted and aimed over the center of Lane 1 [L1] for EB rear plate capture.
 - LPR Camera 2 [C2] to be mounted and aimed over the center of Lane 2 [L2] for EB rear plate capture.
 - LPR Camera 3 [C3] to be mounted and aimed over the center of Lane 3 [L3] for EB rear plate capture.
 - Primary and Secondary Intelligence boxes to be mounted to the traffic signal steel pole on the SE corner.

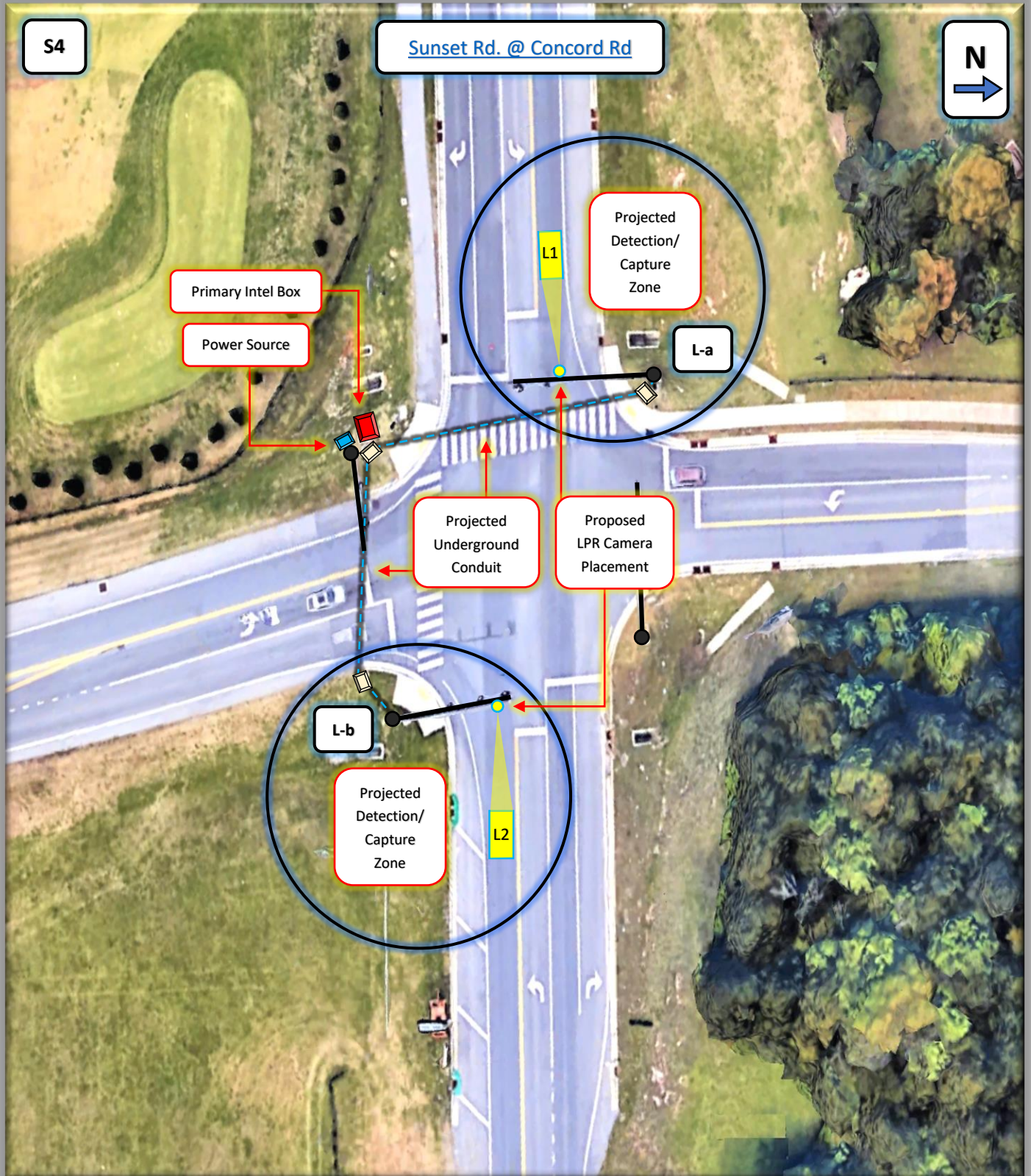
❖ **L-b/Westbound:**

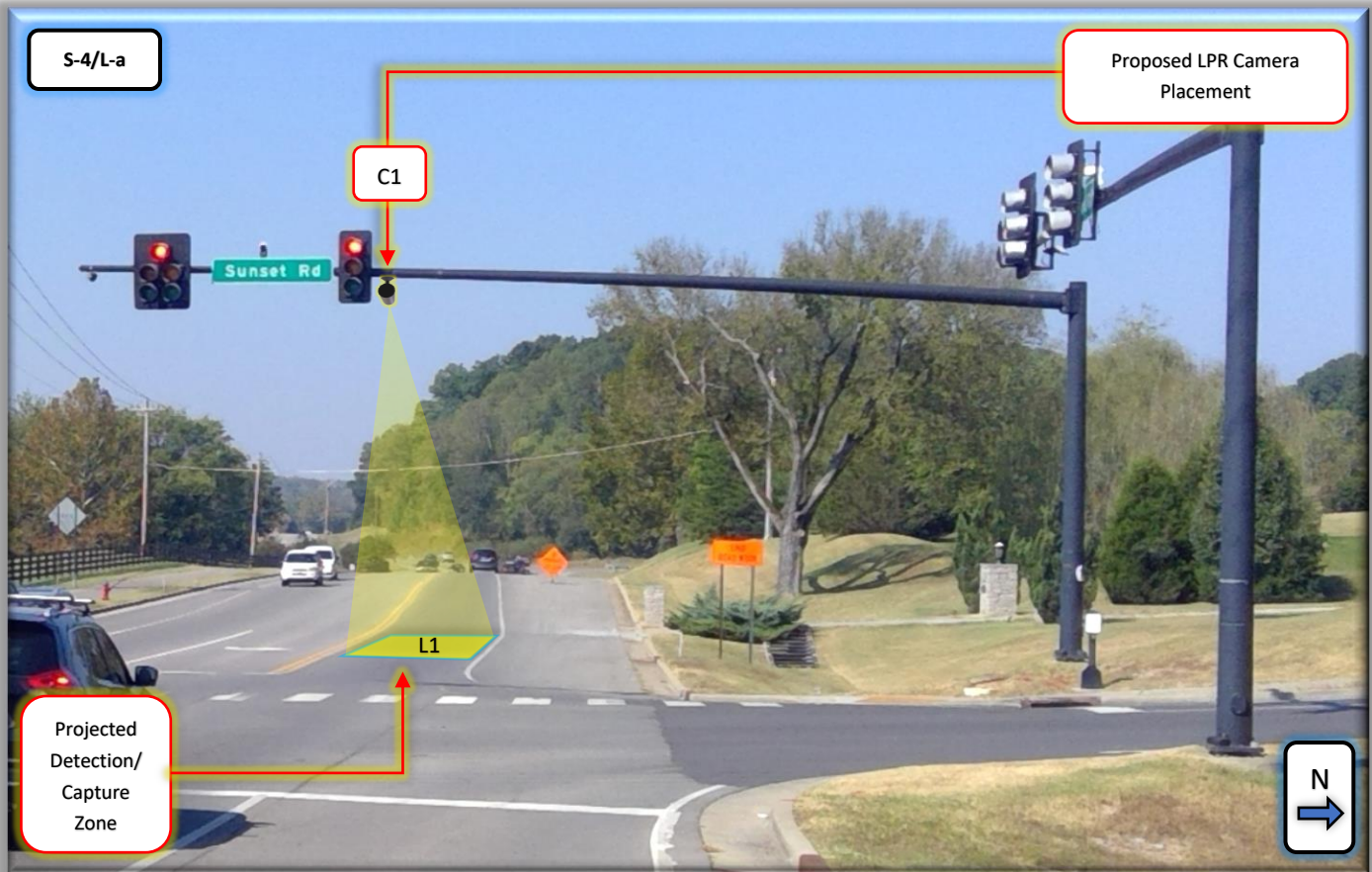
- WB LPR Cameras shall be installed on the traffic signal mast arm *(See notes below for placement)*.
 - LPR Camera 4 [C4] to be mounted and aimed over the center of Lane 4 [L4] for WB rear plate capture.
 - LPR Camera 5 [C5] to be mounted and aimed over the center of Lane 5 [L5] for WB rear plate capture.
 - LPR Camera 6 [C6] to be mounted and aimed over the center of Lane 6 [L6] for WB rear plate capture.
 - Secondary Intelligence boxes to be mounted to the traffic signal steel pole on the NW corner.

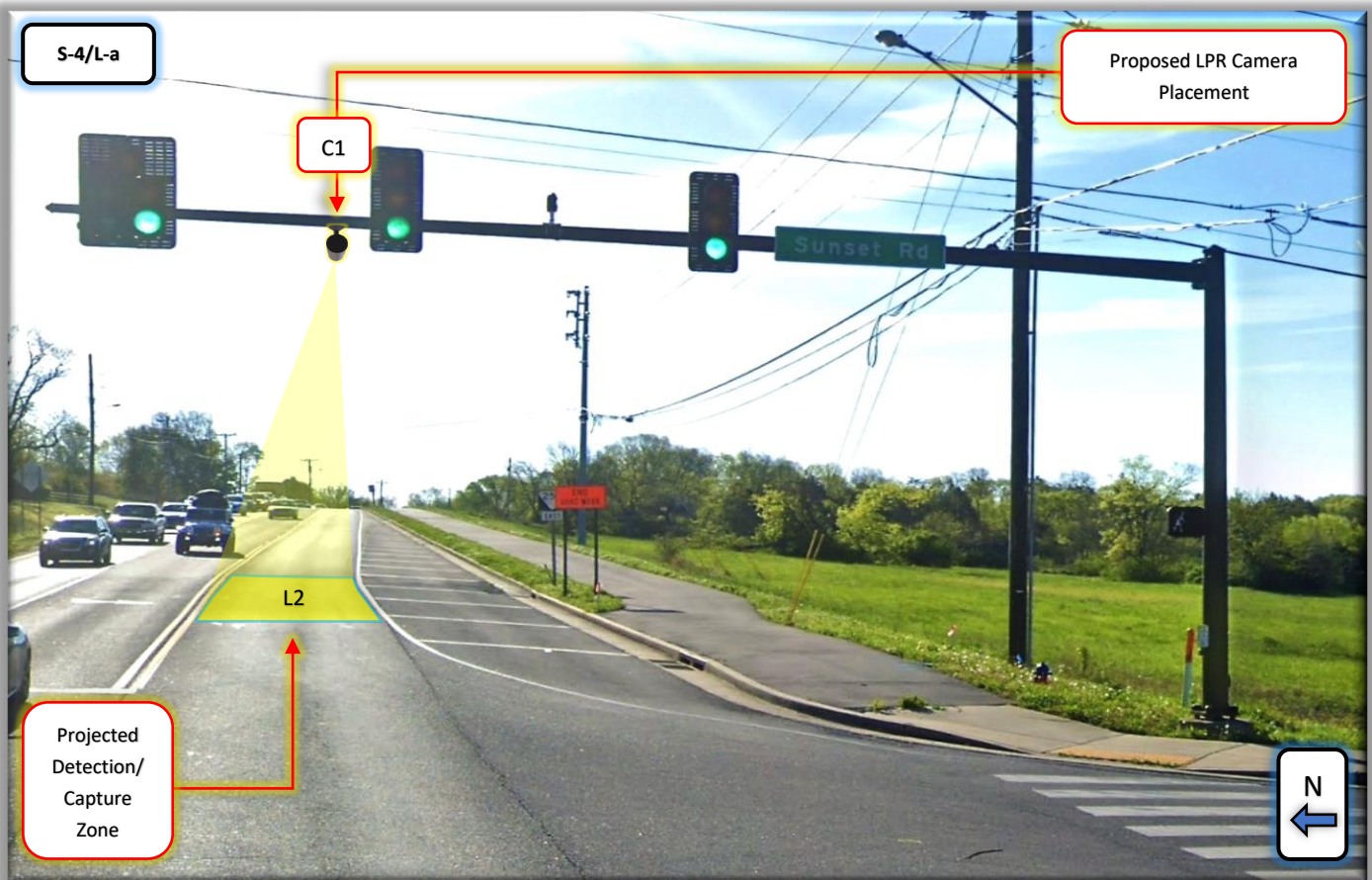
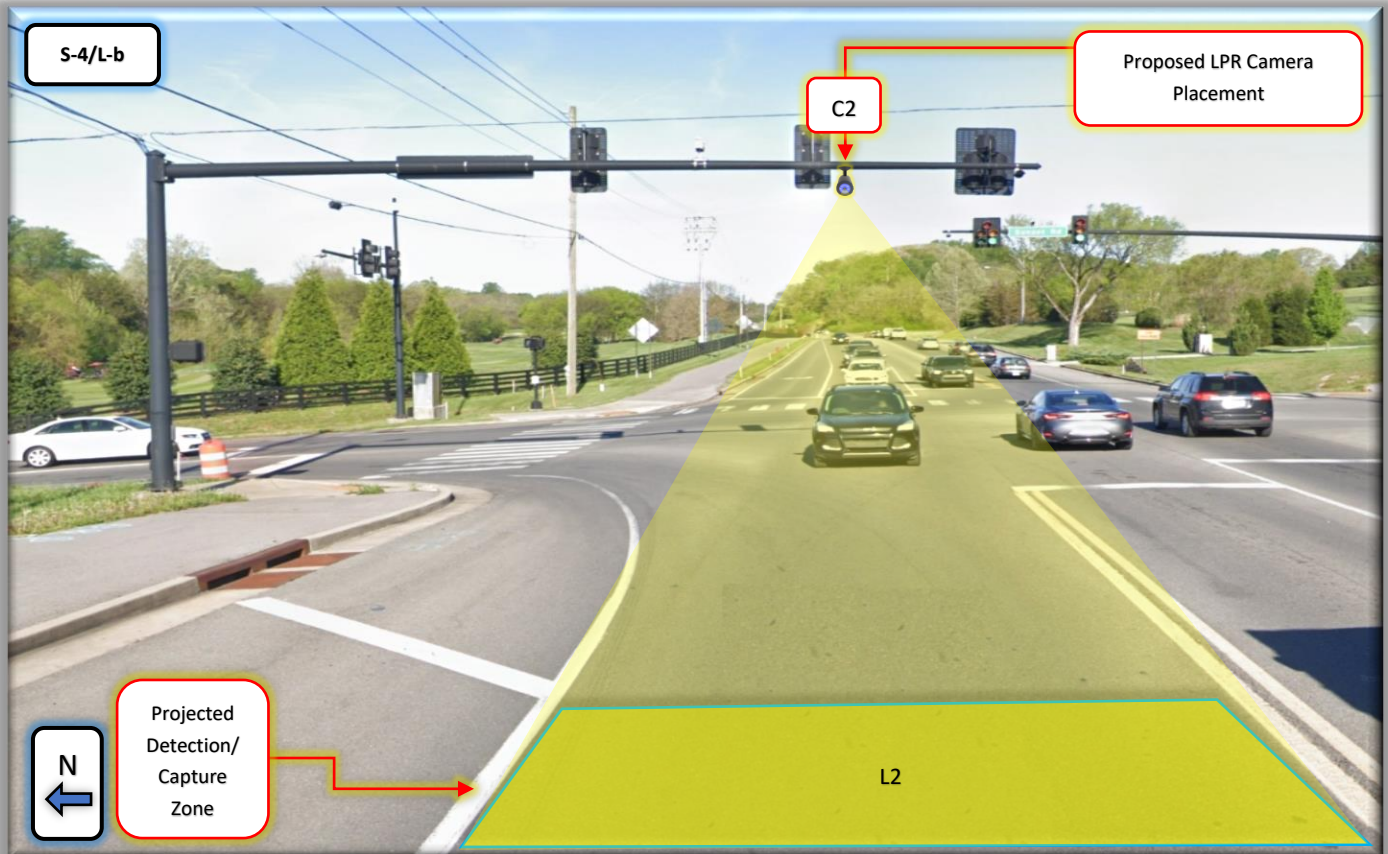
❖ **L-c/Northbound:**

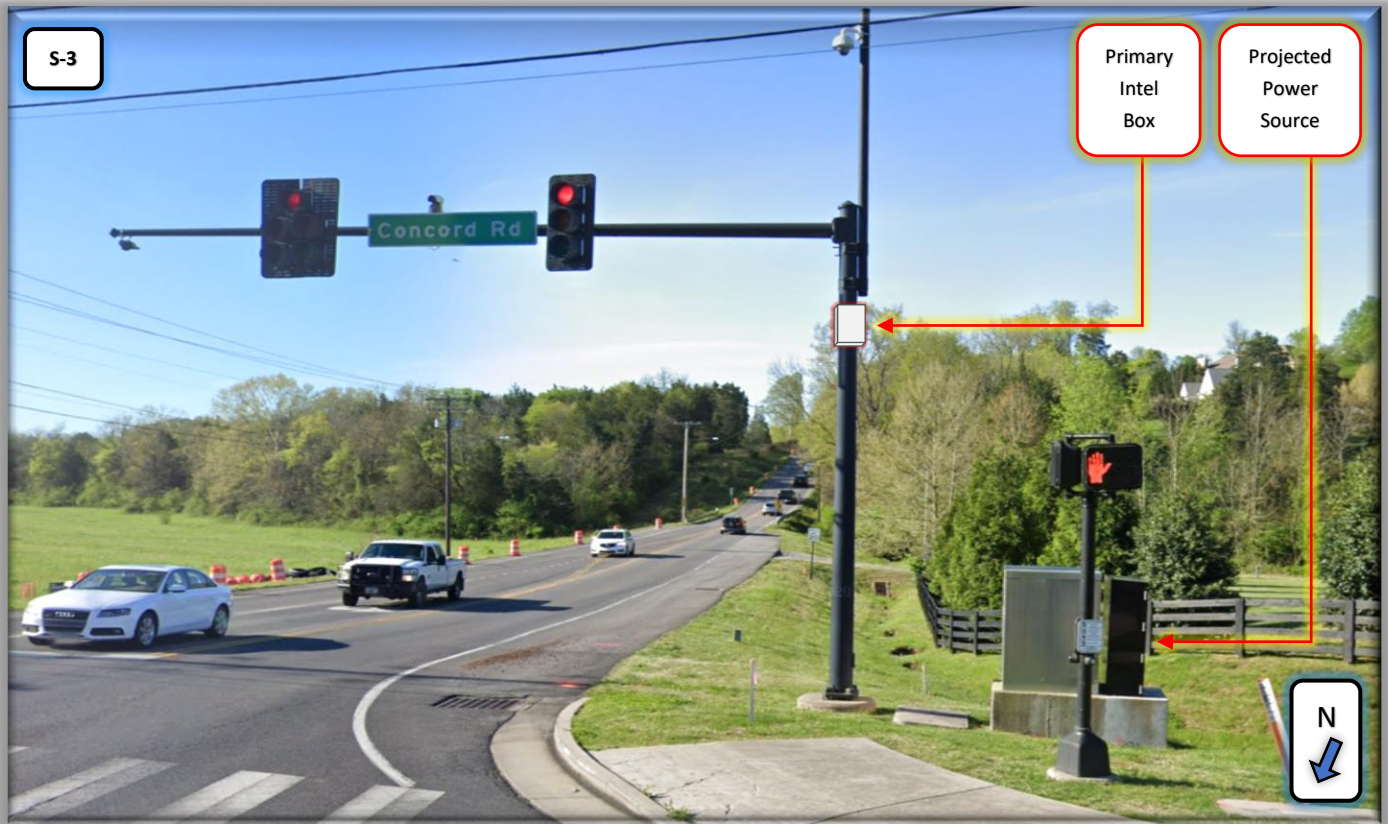
- WB LPR Cameras shall be installed on the traffic signal mast arm *(See notes below for placement)*.
 - LPR Camera 7 [C7] to be mounted and aimed over the center of Lane 7 [L7] for NB rear plate capture.
 - LPR Camera 8 [C8] to be mounted and aimed over the center of Lane 8 [L8] for NB rear plate capture.
 - Primary Intelligence box to be mounted to the traffic signal steel pole on the NE corner.

Site	Locations	Location Description	Camera Location	Camera Type	Qty
4	L-a	WB Concord Rd.	WB Traffic Signal Mast Arm	Reaper XD (LR)	1
4	L-b	EB Concord Rd.	EB Traffic Signal Mast Arm	Reaper XD (LR)	1









Site 4 (BOM)

Sunset Rd. @ Concord Rd

Site 4 Build of Material (BOM)

Description	Part / Accessory	Qty
ReaperXD Fixed LPR Camera System	VSF-100-RXD	2
Vigilant Fixed Camera Intelligence Box - Primary	BCAI1F2	1
Vigilant System Start Up & Commissioning of 'In Field' LPR system	SSU-SYS-COM	2
Vigilant Shipping & Handling Charges	VS-SHP-02	2

Site 4 Google Maps Link: [Sunset Rd. @ Concord Rd](#)

Installation Notes:

- Power for the intel box to be sourced from the same power supplying the traffic signal cabinet located on the SW corner and terminated to a single 20A breaker.
- Primary Intel box to be mounted on the traffic signal pole located on the SW corner and will feed both cameras via underground conduit with a dedicated Cat6 cable running to each camera.

❖ L-a/Westbound:

- WB LPR Cameras shall be installed on the traffic signal mast arm (*See notes below for placement*).
 - LPR Camera 1 [C1] to be mounted and aimed over the center of Lane 1 [L1] for WB rear plate capture.

❖ L-b/Eastbound:

- EB LPR Cameras shall be installed on the traffic signal mast arm (*See notes below for placement*).
 - LPR Camera 2 [C2] to be mounted and aimed over the center of Lane 2 [L2] for EB rear plate capture.

***Start-Up Must Have "Build of Material" (BOM)**

License Plate Recognition (LPR)		
Description	Description	Description
Vigilant Hosted/Managed Centralized LPR server via LEARN	VS-LEARN--H	1
Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments	VSBCSVSVC-01	1
Vigilant Start Up & Configuration of Hosted/Managed Server Account	SSU-LN-COM	1
Target Alert Service - LPR Alert Delivery Software - Unlimited User	TAS-UL	1

Complete Project Build of Material (BOM)

License Plate Recognition (LPR)		
Description	Item #'s	Qty
Vigilant Reaper XD Camera (Long Range)	VSF-100-RXD	16
Vigilant Fixed Camera Intelligence Box - Primary	BCA1F2	5
Vigilant Fixed Camera Intelligence Box - Secondary	BCA-1F2	4
Field Services		
Description	Item #'s	Qty
Vigilant End User Training for LPR Systems	VS-TRNG	1
Vigilant "On-Site" System Start Up & Commissioning	SSU-SYS-COM	4
Vigilant Travel via Client Site Visit	VS-TRVL-01	3
Shipping		
Description	Item #'s	Qty
Vigilant Shipping & Handling Charges (Per Item)	VS-SHP-02	11

Customer Responsibilities

- Customer is responsible for all items listed below as it pertains to this project.
 - Supplying a power source to all Vigilant Solutions provided equipment.
 - Providing ALL points of attachment for hardware that include Reaper XD and Intelligence Box
 - Obtaining any and all permits required for installation.
 - Providing the communications point of attachment for each site.
 - All Utility locates needed for impacted areas.

Vigilant Solutions Responsibilities


- Vigilant Solutions and/or their approved contractor is responsible for all items listed below as it pertains to this project.
 - Provide the Vigilant Solutions Reaper XD Cameras, camera mounting hardware, and Intelligence Boxes for each site approved.
 - The start-up and final commissioning of the solution by a certified Vigilant Solutions Field Engineer.
 - Vigilant Solutions provided Testing and Training on all equipment, hardware and software as it pertains to the project

WHY VIGILANT:

- Vigilant Solutions owns and manages the single largest license plate recognition (LPR) data sharing initiative that consists of over 10.5 billion LPR detections and is growing at a rate of over 175 million scans monthly. This data consists largely of commercial data harvested by Vigilant and made available for law enforcement consumption. This extensive LPR data set provides intangible value from an investigative perspective inside of the LEARN suite of applications.
- LEARN offers an exclusive application known as the Mapping Alert Service (MAS). MAS enables the agency to leverage the data sharing initiative of NVLS to match ALL available LPR data against agency hotlists and provide “hits” on a map interface with agency-customizable icons. This can be used both to locate vehicles of interest, and also to visualize criminal “hot-spots” for predictive policing efforts.
- LEARN has the ability to query by year, make and model.
- LEARN offers an exclusive application known as Stakeout that allows for a user to enter an address to see all “visits” to this location. Users may select visits and virtually “stakeout” a location, seeing all LPR scans collected by a driver on a given “visit”.
- LEARN offers an exclusive reporting option in its Stakeout application allowing for multiple points of interest to be defined on a map, with corresponding geo-zones and times/dates, for the location of “common plates” that are seen in more than one of the locations of interest. This feature allows for investigations into pattern crimes (robberies, burglaries, sex offenses, etc.) for generating leads into the identification of serial offenders and the identification of associated members of organized criminal enterprises.
- LEARN offers an exclusive query utility known as Associate Analysis. A query on a known plate can be sent for Associate Analysis to identify other vehicles commonly seen in close proximity to the suspect vehicle. This is very useful in identifying possible associates of a known suspect, or perhaps establishing a pattern of surveillance between a perpetrator and a victim.

- LEARN offers an unmatched query capability that includes the ability of a user to define a search geo-zone through simple drawing tools on a map interface. Available drawing tools include rectangles, circles, and custom polygons
- LEARN offers an exclusive application known as Locate Analysis which is designed to provide a probabilistic assessment of where to most likely locate a suspect vehicle. Locate Analysis groups LPR detections around addresses, tells you how many visits to these addresses have been conducted by an LPR-equipped vehicle, how many times a suspect vehicle has been seen at each location, if the suspect is more likely to be seen during the day or night at each location, tells you the most recent and most popular locations and provides you with an interactive and chronological map view. All this information is compiled into a simple Locator Score, giving immediate and actionable information on where and when you are most likely to find your suspect.
- Vigilant Solutions is the only vendor to provide the ability to administer software updates to field-installed mobile LPR systems directly from the back-office. Software updates from Vigilant are made available to Agency Managers in LEARN and can then be pushed out to vehicles in the field via standard LEARN server-to-vehicle communications. This feature saves time for the agency in administering field software updates.
- Vigilant Solutions is the only LPR vendor that offers mobile LPR systems using a Digital Signal Processor (DSP). This is important to the agency because a DSP unit is a solid-state device that contains no moving parts including the processor, motherboard, or memory. The DSP is designed for ruggedized mobile conditions and is resistant to failure due to shock and other adverse conditions commonly seen in a patrol vehicle.
- Vigilant Solutions offers an exclusive feature in its mobile LPR system known as the Mobile Hit Hunter (MHH). Like MAS, MHH enables the agency to match recent NVLS data against the agency hotlists and distribute any resulting “hits” to MHH-equipped patrol vehicles that are within a two-mile radius of the suspect vehicle. This service greatly enhances the efficiency of officers on patrol.
- Vigilant Solutions offers an exclusive smartphone application known as Mobile Companion. Available for both iPhone and Android devices, Mobile Companion allows for an agency user to capture license plate images for checking against agency hotlists, receive alerts on matches against agency hotlist, and perform queries against all available LPR data (agency generated and commercial data). This is ideal for special events, bike rallies, and officers on foot patrol.





Split Log Rd & Wilson P...

Brentwood, TN 37027

35.95°N, 86.77°W

Split Log Rd & Wilson Pike

Little Harpeth River

Split Log Greenway

Split Log Greenway

2D

Brentwood City Commission Agenda

Meeting Date: 12/09/2019

Approval to Purchase Ford F-450 with One-Ton Dump Truck

Submitted by: Todd Hoppenstedt, Public Works

Department: Public Works

Information

Subject

Approval to Purchase Ford F-450 with One-Ton Dump Truck

Background

The Equipment Replacement Fund includes \$55,000 allocated in the current fiscal year for replacement of a Public Works one-ton dump truck.

The Public Works Department fleet includes two smaller scale, one-ton dump trucks which are used daily. These trucks are conveniently used for drainage projects, catch basin cleaning, pothole filling, roadside debris and animal removal, landscape restoration, snow and ice control, and other tasks. The one-ton dump has a low profile combined with fold-down sides to allow for convenient loading and unloading.

This vehicle will replace Unit #345, a 2007 Chevy 3500 one-ton dump truck that has served us well, but that after 12 years of service continues to require an increasing amount of maintenance. Simultaneously, staff experiences more downtime due to the increased maintenance that this vehicle requires.

Staff recommends purchasing a 2020 Ford F-450 gas motor chassis to avoid the complications and costs associated with a Tier-4 Diesel motor. This vehicle chassis is offered through Lonnie Cobb Ford of Henderson, Tennessee under Statewide Contract #209. Lonnie Cobb Ford will furnish the truck with a third-party dump body and hydraulic system supplied by Godwin Manufacturing. Knapheide offers the necessary installation using the recommended Godwin bed for an additional \$13,295.00 as compared to Reading Truck Equipment (\$19,344.00) and Stringfellow for (\$22,560.00).

The total cost for this complete purchase off statewide contract is \$51,625.00. Without the statewide contract pricing, the truck would retail for \$61,585.

Please direct any questions to the Public Works Director.

Staff Recommendation

Staff recommends purchasing a Ford F-450 gas motor chassis from statewide contract.

Previous Commission Action

N/A

Fiscal Impact

Amount : \$51,625.00

Source of Funds: Equipment Replacement Fund

Account Number: 310-43120-89520

Fiscal Impact:

Sufficient funds were budgeted in the FY 2020 Equipment Replacement Fund budget for this purchase.

Attachments

Lonnie Cobb Ford with Knapheide applied

Reading dump bed cost comparison

Stringfellow dump bed cost comparison

2020 F-450 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F4H)

Price Level: 20



Client Proposal

Prepared by:
STEVEN BLACKSTOCK

Office: 731-989-2121

Date: 11/20/2019





Prepared by: STEVEN BLACKSTOCK
11/20/2019

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 F-450 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F4H)

Price Level: 20

Warranty

Standard Warranty

Basic

Distance	36,000 miles	Months	36 months
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Powertrain

Distance	60,000 miles	Months	60 months
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Corrosion Perforation

Distance	Unlimited miles	Months	60 months
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Roadside Assistance

Distance	60,000 miles	Months	60 months
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Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

11/20/2019

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 F-450 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F4H)

Price Level: 20

As Configured Vehicle

Code	Description	MSRP
F4H	Base Vehicle Price (F4H)	\$42,165.00
650A	Order Code 650A <i>Includes:</i> - Engine: 7.3L 2V DEVCT NA PFI V8 Gas - Transmission: TorqShift 10-Speed Automatic Includes selectable drive modes: normal, tow/haul, eco and deep sand/snow. - GVWR: 16,500 lb Payload Package - Wheels: 19.5" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.	N/C
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included
44G	Transmission: TorqShift 10-Speed Automatic <i>Includes selectable drive modes: normal, tow/haul, eco and deep sand/snow.</i>	Included
X8L	Limited Slip w/4.88 Axle Ratio	\$360.00
STDGV	GVWR: 16,500 lb Payload Package	Included
TGK	Tires: 225/70Rx19.5G BSW Traction (TGK) <i>Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH. Optional spare is 225/70Rx19.5G BSW traction.</i>	\$215.00
64Z	Wheels: 19.5" Argent Painted Steel <i>Hub covers/center ornaments not included.</i>	Included
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included
PAINT	Monotone Paint Application	STD
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls.	Included
90L	Power Equipment Group	\$915.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

11/20/2019

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 F-450 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F4H)

Price Level: 20

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<i>Deletes passenger side lock cylinder. Includes upgraded door-trim panel.</i> <i>Includes:</i> - Accessory Delay - Advanced Security Pack <i>Includes SecurILock Passive Anti-Theft System (PATS) and inclination/intrusion sensors.</i> - Trailer Tow Mirrors w/Power Heated Glass <i>Includes manual telescoping, heated convex spotter mirror and integrated clearance lamps/turn signals.</i> - MyKey <i>Includes owner controls feature.</i> - Power Front Side Windows <i>Includes 1-touch up/down driver/passenger window.</i> - Power Locks - Remote Keyless Entry	
473	Snow Plow Prep Package	\$250.00
	<i>Includes pre-selected springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. Note 2: Also allows for the attachment of a winch.</i>	
41P	Transfer Case Skid Plates	\$100.00
62R	Transmission Power Take-Off Provision	\$280.00
	<i>Includes mobile and stationary PTO modes.</i>	
52B	Trailer Brake Controller	\$270.00
	<i>Includes smart trailer tow connector. Verified to be compatible with electronic actuated drum brakes only.</i>	
425	50-State Emissions System	STD
AS_01	Medium Earth Gray	N/C
Z1_01	Oxford White	N/C
godwin dump	Godwin	\$13,295.00
	CONTRACTOR DUMP 9FT W/ 13"FDS 13" Fold Down Sides 19" Double acting tailgate 24" Cab Shield 524 Hydraulic Hoist HITCH PLATE FOR PINTLE RECEIVER TUBE BOLT ON TRAILER CONNECTOR BACK UP ALARM 97DB 20X30 FLAP W/LOGO PUMP/PTO FORD AUTO TRANS 8.2 GPM PUMP @ 1200 RPM HYD. OIL / FITTINGS / HOSES	
4 leds	Front and rear LED's	\$695.00
	(2) LED's mounted to front grill (2) LED's mounted on rear	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

11/20/2019

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 F-450 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F4H)

Price Level: 20

As Configured Vehicle (cont'd)

Code	Description	MSRP
cab steps 2	F250 cab steps <i>black tube cab steps</i>	\$650.00
mini lightbar	mini LED lightbar <i>Roof mounted Mini LED lightbar mounted on 3rd brake light bracket</i>	\$795.00
SUBTOTAL		\$59,990.00
Destination Charge		\$1,595.00
TOTAL		\$61,585.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: STEVEN BLACKSTOCK

11/20/2019

Lonnie Cobb Ford | 1618 Highway 45 North Henderson Tennessee | 383404005

2020 F-450 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F4H)

Price Level: 20

Pricing Summary - Single Vehicle

MSRP

Vehicle Pricing

Base Vehicle Price	\$42,165.00
Options & Colors	\$2,390.00
Upfitting	\$15,435.00
Destination Charge	\$1,595.00

Subtotal	\$61,585.00
-----------------	--------------------

Pre-Tax Adjustments

Code	Description	
fleet discount	fleet discount	-\$9,960.00

Total	\$51,625.00
--------------	--------------------

Customer Signature

Acceptance Date

state contract price	= \$35,075.00
Option # TGK - 225/70Rx19.5 traction tires	= \$215.00
Option # 473 - Snow plow prep pkg	= \$250.00
Option # 41P - skid plates	= \$100.00
Option # 62R - transmission PTO provision	= \$280.00
Option # 52B - trailer brake controller	= \$270.00
Godwin Dump	= \$13,295.00
Cab steps	= \$650.00
Front and rear LED's	= \$695.00
Lightbar	= \$795.00
Total	= \$51,625.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



GEORGE PEACH
 gpeach@readingbody.com
 615-335-9949

QUOTATION ID: **DLA01142**
 DATE: 11/20/2019
 Page 1 of 4

Bill To: Lonnie Cobb Ford, LLC

Description: 9' HYD TIPPER

End User: CITY OF BRENTWOOD

Customer #: 861405	Ship To: Lonnie Cobb Ford, LLC	Total Units: 1
1618 Hwy 45 N	1618 Hwy 45 N	Quote valid until: 2/18/2020
Henderson, TN 38340	Henderson, TN 38340	Entered By: DENNY ACREE
Contact: STEVEN BLACKSTOCK	Contact: STEVEN BLACKSTOCK	Upfit Branch: NASHVILLE, TN
Phone:	Phone:	Lead Time: TBD
Fax:		Customer PO:
Email:		Chassis Location: DEALER DROP SHIP
Terms: N30		Dealer Code:
RFQ/Spec#:	Ship Via: CUSTOMER PICKUP	

CHASSIS NOTE: This quote is based on the following chassis information to ensure fitment and safety.
 Any changes will require an updated quote.

Make: FORD	Vehicle Code: F4H-F450-09	CA: 60.0	Engine Type: GAS
Model: F-450	Cab Type: REGULAR	WB: 145.0	Engine Model:
Year: 2020	Single/Dual RW: DRW	Drive: 4X4	Fuel Tanks:
GVWR: 16500	Paint Code/Color:	Desc: CHASSIS CAB	
VIN:		FO:	

ITEM	QUANT/UOM	DESCRIPTION	PRICE EACH	AMOUNT
1	1 EA	CRYSTEEL MANUFACTURING DUMP BODY	\$19,344.00	\$19,344.00
2	1 EA	CM 9' 3 YD DUMP BODY. STEEL - 9' L X 87" W (ID) - 96" W (OD) 40" H, TAPERED FRONT BULKHEAD WITH 9 X 35 TAPERED WINDOW AND 1/4 CAB SHIELD. 12" H, FOLD DOWN SIDES WITH BOARD POCKETS. 18" H, REAR GATE. 10 GA STEEL FLOOR LB520 HYDRAULIC HOIST. ALL NECESSARY MARKER LIGHTS & REFLECTORS (LED). PAINTED BLACK.		
3	1 EA	ECCO #510 BACK-UP ALARM.		
4	1 EA	HYDRAULIC PACKAGE TO INCLUDE PTO/PUMP AND ALL HOSES, FITTING, AND VALVES REQUIRED FOR PROPER DUMP BED OPERATION AND TO PLUMB HOSES TO FRONT AND REAR FOR SPREADER AND PLOW OPERATION.		
5	1 EA	HITCH PLATE - 1/2" - WITH 2-POSITION HOLES & TWO (2) 5/8" FORGED D-RINGS - 20,000# MGTW - PC BLACK. INCLUDES ICC BUMPER PROTECTION.		
6	1 EA	HOPPY - #40959 - 7 WAY (FLAT PIN) - 4 WAY (FLAT PIN) COMBINED TRAILER RECEPTACLE. INCLUDES MOUNTING BRACKET.		
7	1 EA	2" RECEIVER TUBE - BOLTS TO TOW PLATE - (4) BOLT HOLES. M.G.T.W - 20,000# - M.V.L. - 2000#.		
8	1 EA	ONE (1) PAIR MUDFLAPS - HOIST APPLICATION.		



GEORGE PEACH
gpeach@readingbody.com
615-335-9949

QUOTATION ID: **DLA01142**
DATE: 11/20/2019

Page 2 of 4

ITEM	QUANT/UOM	DESCRIPTION	PRICE EACH	AMOUNT
9	1 EA	CUSTOMER PICKUP - NO CHARGE. IF DELIVERY NECESSARY CUSTOMER WILL BE INVOICED AT A MINIMUM OF \$2.00 PER MILE.		

Quote Total does not include any applicable taxes or transportation charges unless specifically noted herein:

Quote Total:	\$19,344.00
Sales Tax:	\$0.00
Total Due:	\$19,344.00

The following items are optional:

Be sure to check the options desired when signing the quotation to include them with the order.

ITEM	QUANT/UOM	DESCRIPTION	PRICE EACH	AMOUNT	Add to Order
10	1 EA	INSTALL OEM FACTORY SUPPLIED CAMERA - WIRING INCLUDED. MOUNT CAMERA TO BACK OF UNIT. INCLUDES TESTING.	\$42.00	\$42.00	<input type="checkbox"/>

Notes:



GEORGE PEACH
gpeach@readingbody.com
615-335-9949

QUOTATION ID: **DLA01142**
DATE: 11/20/2019
Page 3 of 4

READING TRUCK EQUIPMENT TERMS AND CONDITIONS

- Prices quoted herein will be in effect for thirty (30) days (unless specifically noted on the quotation). However, during this time, prices may be increased according to, but not to exceed, the producer's price index (PPI) change for steel and/or aluminum between the date of the quotation and the date of the order. Commodity data may be used in conjunction with industry data to determine the increase.
- Reading Truck Equipment ("RTE") ensures all completed vehicles conform to applicable U.S. Federal Motor Vehicle Safety Standards (FMVSS) in effect at time of manufacture. Customer/end-user is responsible for ensuring this vehicle, when operated, meets all applicable federal, state and local rules, regulations and statutes, including, but not limited to, those governing safety equipment, cargo securement, and accessories.
- RTE will not be held financially liable for delay in delivery resulting from supply constraints from the chassis and/or equipment manufacturer, labor strikes, carrier delays, or any delays in RTE's performance due to acts of public enemies, industrial, or civil disturbances, orders of any governmental or military entity, or natural disaster.
- RTE will provide Customer a notice of release ("Release Notice") of Customer's unit(s) ("Vehicle(s)") and Customer will remove, or authorize RTE to remove, the Vehicle(s) from RTE's lot within five (5) calendar days of the date thereof. After which time, RTE will not be responsible for any loss or damage thereto, for any reason including, but not limited to, such loss or damage caused by fire, flood, storm, act of God, rodent damage, vandalism, accident, explosion, war, strike, civil or military authority, or any other similar causes.
- Upon the earlier of (i) five (5) days following a Release Notice or (ii) Customer's receipt of the Vehicle(s), RTE will be entitled to issue an invoice to Customer.
- Delivery to and acceptance by Customer shall be F.O.B. RTE's final assembly location. Customer is responsible for any freight, shipping, insurance and handling charges for such Vehicle(s) unless otherwise specified in the RTE quotation. RTE shall have no liability whatsoever for damage, loss or deterioration of the Products after delivery of the units to a common carrier, regardless of whether RTE charges Customer for freight. Customer acknowledges that all claims for losses caused by the carrier, including those for inconvenience, delay or expense, shall only be made against the carrier. In no event shall Customer deduct any amount for damage in transit from the amount due hereunder.
- Any Customer modifications to the order that vary from the original specifications and/or drawings approved by the Customer and requested after the scheduled production date ("Production Start Date") may be billed on a separate invoice after the original order has been completed and invoiced in accordance with the process described above.
- Approved Changes to an Order will be subject to any charges related to the price of goods or additional labor required to implement the change. Additionally any delivery timing implications that occur for such change will be estimated by RTE at the time of the change. Customer may be subject to any costs or fees related to any product or material rendered unnecessary after the change.
- Cancelled orders regardless of reason are subject to a charge for time and material incurred by RTE plus any costs or fees related to returning or disposing of product acquired for the order.
- In addition, Customer agrees to reimburse RTE's current lot lease expenses for every month past fourteen (14) calendar days of the date of the Release Notice that the Vehicle(s) remain on RTE's lot. Customer also agrees to pay RTE for all costs incurred after fourteen (14) calendar days of the date of the Release Notice, to maintain the Vehicles in satisfactory (road-worthy) working condition.
- See quote for payment terms. COD customers require a 25% deposit at time of order and balance due upon completion. Payment arrangements regarding the balance shall be: ACH, wire transfer, certified check, or money order. Balance must be paid in full prior to release of product to Customer. A 5% surcharge shall apply to any credit card payment.
- All balances over 30 days old are subject to a 1½% monthly service charge (18% per annum)
Remit Deposits to: Reading Truck Equipment, LLC
(Please label envelope - Deposit) PO Box 21051
New York, NY 10087-1051

By signing and accepting this quotation, Customer agrees to accept Reading Truck Equipment terms and conditions as stated above and as stated on the website <https://www.readingequipment.com/terms-and-conditions/>

Customer Signature	Print Name	Title	PO#	Date
--------------------	------------	-------	-----	------

Customer must fill out the information below before the order can be processed:

VIN and/or FO #:		Chassis ETA:	
------------------	--	--------------	--

REMIT ALL PURCHASE ORDERS TO: orders@readingequipment.com

See our website for drop ship/ship thru codes: <http://www2.readingbody.com/img/PDFs/Pool and Drop Ship Codes.pdf>



GEORGE PEACH
gpeach@readingbody.com
615-335-9949

QUOTATION ID: **DLA01142**
DATE: 11/20/2019

Page 4 of 4

	FORD POOL/ DROP SHIP CODE	CHEVY POOL CODE	CHEVY BAC (DROP SHIP CODE)	GMC POOL CODE	GMC BAC (DROP SHIP CODE)	RAM POOL CODE	RAM DROP SHIP CODE	NISSAN DROP SHIP	ISUZU DROP SHIP	NAVISTAR INT'L DROP SHIP CODE
Bowmansville PA	860440 88DW02 for Transit Connect	59626	132042	56243	132042	16541	T7582	X3698	2165S	B02363
Claremore OK	860800	59363	311241	56363	311241	16334	T9489	X3296	X10094	B04354
Columbus OH	860914	59424	145084	56949	145084	16544	T9163	N/A	R0005	B04352
Clinton MD	860915	59594	132036	56232	132036	N/A	T8696	N/A	2273S	B04349
Council Bluffs IA	860242	59104	235571	56125	235571	16326	T8460	N/A	X10219	B02361
Indianapolis IN	860442	59362	311240	56232	311240	16325	T6201	N/A	X10220	B01077
Kansas City MO	860441	N/A	CODE 68096 BAC 293844	N/A	CODE 68096 BAC 293844	N/A	N/A	X3284	X10221	B04356
Nashville TN	860385	59910	158619	56153	158619	16324	T6080	N/A	X10223	B04357
Oklahoma City OK	860801	59364	311242	56364	311242	16335	T1693	X3295	S10224	B04355
Louisville KY - Fern Valley Rd	860504	59984	213444	56319	213444	N/A	T3688	N/A	X10222	B04350
Pontiac MI	860309	59994	226217	56336	226217	N/A	T8568	N/A	1884S	B04351
Reading PA	860448	59686	132053	56141	132053	N/A	T5306	X3294	R0009	B03108
Wentzville MO	DROP SHIP ONLY 88Q449	59110	257624	56428	257624	N/A	T2849	N/A	N/A	B04353
Chesapeake VA	860267	59981	211728	56317	211728	16540	T8840	N/A	X10218	B02366

Hoppenstedt, Todd

From: Hoppenstedt, Todd
Sent: Thursday, November 21, 2019 9:12 AM
To: Hoppenstedt, Todd
Subject: Godwin dump body through Stringfellow

----- Forwarded message -----

From: <sam@stringfellow.bz>
Date: Tue, Nov 19, 2019 at 9:41 AM
Subject: RE: DUMP BED
To: steven blackstock <lcag.fleet@gmail.com>

9' Godwin dump model 184"

13" fold down sides

Godwin 624 hoist

P.T.O. pump

Rear receiver hitch weld on

Back up alarm

Mud flaps

Force system 1 tank valve, plow and spreader controller

Hyd. To front for plow

Hyd. To rear for spreader

Painted black

Installed on 60" ca chassis \$22,560.00

Add optional

Front and rear strobes \$675.00

Manuel hand crank tarp \$600.00

Buyers EX90 plow on front \$5,500.00

Thanks

Sam Miller

Stringfellow

From: steven blackstock <lcag.fleet@gmail.com>

Sent: Tuesday, November 19, 2019 9:08 AM

To: Sam Miller <sam@stringfellow.bz>

Subject: DUMP BED

SAM, I NEED A QUOTE FOR THE FOLLOWING:

CONTRACTOR DUMP 9FT W/ 13"FDS

13" Fold Down Sides

19" Double acting tailgate

24" Cab Shield

524 Hydraulic Hoist

HITCH PLATE FOR PINTLE

RECEIVER TUBE BOLT ON

TRAILER CONNECTOR

BACK UP ALARM 97DB

20X30 FLAP W/LOGO

PUMP/PTO FORD AUTO TRANS

8.2 GPM PUMP @ 1200 RPM

HYD. OIL / FITTINGS / HOSES

HYD. HOSES PLUMBED TO FRONT OF TRUCK FOR

THE CUSTOMERS CURRENT SNOW PLOW AND

HYD. HOSES PLUMBED TO THE REAR FOR THE CUSTOMERS

CURRENT SPREADER.

THIS WILL BE GOING ON A 2020 FORD F450, REG CAB, 4X4, GAS ENGINE, 60IN CA

THANKS,

Steven Blackstock

Fleet Manager

Lonnie Cobb Auto Group

Ford-Chrysler-Dodge-Jeep-Ram

1618 Hwy 45 North

Henderson TN. 38340

731-989-2121 office

731-989-3502 fax

731-234-2656 mobile

lcag.fleet@gmail.com

Brentwood City Commission Agenda

Meeting Date: 12/09/2019

Approval to Purchase Ballistic Plates for Tactical Response Officers

Submitted by: Richard Hickey, Police

Department: Police

Information

Subject

Approval for purchase of sixteen (16) ballistic protection rifle plates from Angel Armor for members of the Brentwood Police Department's Tactical Response Team.

Background

Based on recent crime trends witnessed locally and abroad, Police Department staff moved to form an eight-member tactical response team that can deploy if/when needed for specialized incidents. This is not a dedicated assignment for these officers. This team will receive specialized training and will be able to deploy from their vehicle or assignment more quickly than a traditional call-out. Additional equipment specific to the assignment will be issued to members of this team and will be readily available to them for rapid response.

For additional protection to their daily wear vests, staff is recommending the purchase of front and back ballistic plates from a sole source vendor, Angel Armor of Fort Collins, Colorado. The tactical response team members can carry these plates and insert them into existing vests previously procured from this vendor when responding to high risk incidents.

Although this purchase amount is only \$5,072.00, this purchase combined with previous purchases from this vendor in the current fiscal year will exceed \$10,000, and this vendor is not currently on the Over \$10,000 List for this fiscal year. Therefore, this purchase requires the Commission's approval pursuant to the City's purchasing ordinance.

Because this product is a sole source purchase because the plates must fit the existing vests, competitive bidding is not possible. The purchase of these ballistic plates would be made with available funds within the Police operating budget.

Please contact the Chief of Police with any questions.

Staff Recommendation

Staff recommends approval of the purchase of sixteen (16) ballistic plates from Angel Armor.

Fiscal Impact

Amount : \$5,072.00

Source of Funds: Annual PD Operating Budget

Account Number: 110-42100-8148

Fiscal Impact:

Funds are available for this purchase in the FY 2019-2020 police department budget.

Attachments

Angel Armor Invoice

Angel Armor Descriptors

Sole Source Justification



City of Brentwood

Requisition and Purchase Order Form

Date: Sep 24, 2019

Department: Police Department

To be delivered to: Capt. Alan Hardcastle

Deliver by (date): Nov 15, 2019

Vendor Name: Angel Armor

Contact Person: John Bushnell

Vendor Address: Angel Armor
4557 Denrose Ct.
Fort Collins, CO 80524
Angelarmor.com

Phone Number: 1(931)302-6369

Special Instructions: _____

QTY	DESCRIPTION	ACCOUNT CODE	UNIT PRICE	AMOUNT
8	ANGARM-00211 TRUTH 308C, 10X12 SC	110-42100-81481	\$485.00	\$3880.00
8	ANGARM-00167 TRUTH BACKER, 10X12 SC	110-42100-81481	\$139.00	\$1112.00
1	SHIPPING & HANDLING	110-42100-81481	\$80.00	\$80.00

OTHER QUOTES **Total** **\$5,072.00**

Vendor Name	Contact Person	Address	Phone Number	Total Bid

If no other quotes were received, provide an explanation below.

- ☒ Available only from a single vendor
- ☐ Recurring, routine purchase - quotes have been taken within the last twelve months
- ☐ Other - provide full explanation below

Comments: Sole source letter on file. On over 10k list.

Submitted by: _____
Signature

Approved by: _____
Department Head

To: _____

PO Number: _____

Please enter our order for the above-referenced articles or services at the prices and quantities shown and in conformance with all instructions, specifications, and conditions stated to herein.

Approved by: _____
Signature

Date: _____

City Manager: _____
Signature

Date: _____

Shipping Address: 5211 Maryland Way, Brentwood, TN 37027

Billing Address: PO Box 788, Brentwood, TN 37027

TO PROTECT AND PRESERVE™

Order your R.U.C™ here!



TRUTH 308C

The TRUTH 308C offers complete NIJ Level III protection in a lightweight, affordable package without compromising mobility.

Groundbreaking



Tough and Sleek



Customizable



TRUTH SNAP™

MODULAR BALLISTIC DEFENSE

Check Out The Entire System



NIJ STANDARD 0115.00 STAB RESISTANCE SPIKE LEVEL 3

SPECIAL THREAT PROTECTION

- 7.62X39mm PS Ball (MSC) @ 2380 +/- 30 fps (~735 mps)
- 5.56x45mm M193 @ 3250 +/- 30 fps (~1000 mps)

THICKNESS

0.55" ■ 1.39cm

AREAL DENSITY

3.0 lb/ft² ■ 14.65 kg/m²

SIZES AND WEIGHTS

- 7 x 9" Full Size Cut ■ 1.33 lbs
17.8 x 22.9 cm ■ .60 kgs
- 8 x 10" Full Size Cut ■ 1.69 lbs
20.3 x 25.4 cm ■ .76 kgs
- 8 x 10" Shooter's Cut ■ 1.46 lbs
20.3 x 25.4 cm ■ .66 kgs
- 9 x 11" Full Size Cut ■ 2.09 lbs
22.9 x 27.9 cm ■ .94 kgs
- 10 x 12" Full Size Cut ■ 2.58 lbs
25.4 x 30.5 cm ■ 1.17 kgs

TO PROTECT AND PRESERVE™

Order your R.U.C™ here!



**Final product may vary slightly from sample images*

TRUTH BACKER™

Added Protection with Tactical Plate Carrier

[Inquire Now](#)

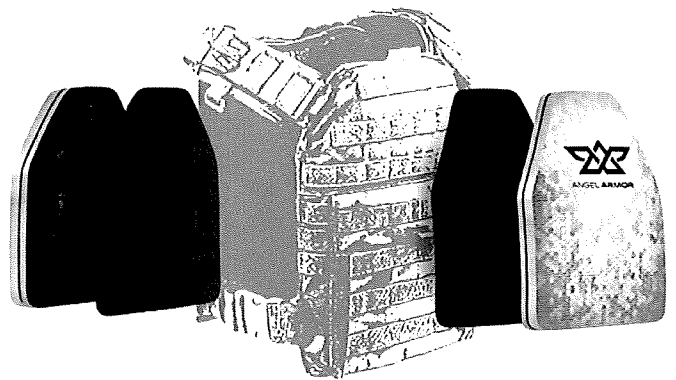
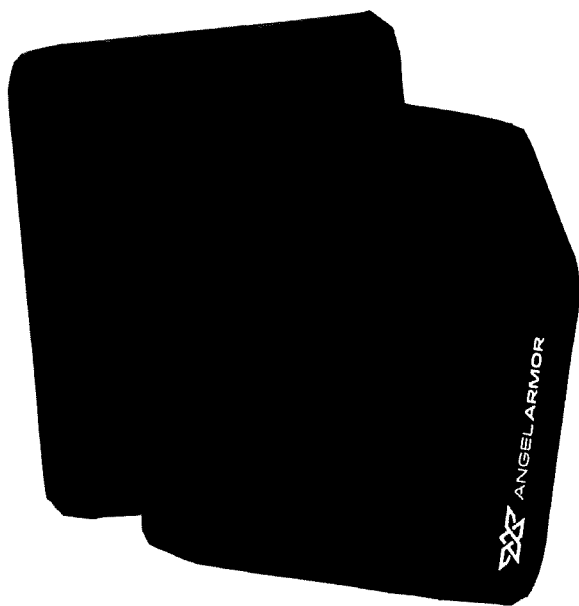
Added Protection with Tactical Plate Carrier

- Disperses impact energy from projectile contact
- Soft and flexible panel that sits chest-side, behind Truth SNAP™ plates in a tactical plate carrier pocket
- Tested to NIJ 0101.06 Level II

- Durable finish using 200D nylon
- Easy care with a durable, weatherproof seal
- Full Size Cut and Shooter's Cut available

Add impact energy absorption to your body armor platform with the Truth Backer armor panel. The soft and flexible panel sits chest-side, behind Truth SNAP™ plates in a tactical plate carrier pocket. The rigorously-tested technology minimizes backface signature by dispersing impact energy from projectile contact.

PHOTOS





ANGEL ARMOR™

Chief Hughes
Chief Walsh

RISE™ 2.0

ARMOR SYSTEM

+

TRUTH 855

EXCEPTIONS TO COMPETITIVE PROCUREMENT

Sole / Single Source for Professional Services

Exclusively Prepared for



**BRENTWOOD
POLICE DEPARTMENT**

PROTECTION AT A HIGHER LEVEL™

4557 DENROSE CT, FT COLLINS CO 80524 / 970 235 2961 / ANGELARMOR.COM

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SECTION I

User Agency/Department: Brentwood Police Department

User Agency/Department Contact: Nicholas Surre

Phone: (615)371-0160

Email: Nicholas.Surre@brentwoodtn.gov

Description of Service: Ballistic protection for Brentwood Police Department

Date of Submission to Procurement: 3/25/19

Submit document via email to: Nicholas.surre@brentwoodtn.gov

SECTION II

The following are EXCEPTIONS to Competitive Procurement for Professional Services.

Select the appropriate exception.

(a) *Sole Source:* A Sole Source Procurement is a sourcing method used to procure a service without competition when it has been determined that there is only one source for the required service that is capable of meeting the requirements of the acquisition as defined in the Scope of Work or specifications.

Sound procurement practice requires that a Sole Source procurement occur if it has been determined that there is only one source for the required service and not as an attempt to contract with a favored service provider.

(b) *Single Source:* A Single Source Procurement is a sourcing method used to procure a service from one source, without soliciting competition, even though there are other vendors that can provide the service.

Agencies/ Departments must show through documentation that the selection of the source was based on an objective basis and justifiable reason, and the source selected is the most advantageous for the County to fulfill a given requirement as defined in the Scope of Work or specifications.

SECTION III

PROTECTION AT A HIGHER LEVEL™

4557 DENROSE CT, FT COLLINS CO 80524 / 970 235 2961 / ANGELARMOR.COM

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A. NEEDS ASSESSMENT

What is the need?

The need is to provide soft body armor and rifle plates to Brentwood Police Department. The RISE™ Armor System by Angel Armor™ provides the officers of Brentwood with a proactive protective solution that combines safety, comfort and versatility. RISE is a premium soft body armor solution designed with front and rear internal rifle plate pockets that accept Angel Armor's Truth SNAP™ hard armor rifle plates. Together, this system elevates protection with comfortable, lightweight, all-day rifle protection.

RISE soft body armor vest's unique QuadCore Attachment System™ ensures a secure and repeatable fit with quiet adjustment and is designed alongside the PALS/MOLLE QuickLock Engagement System™ featuring four points of adjustment for maximum comfort and market-leading weight distribution. These features make the RISE™ Armor System the most functional concealable and/or external armor system ever designed.

The Truth SNAP plates are the only patent-pending modular plate system available on the market with dual strike faces, an ultra-lightweight design and multi-hit capability. The Truth 855 plate system is created by the union of the Truth 308C plate and the Truth Ceramic Strike Face (CSF) plate. When worn by itself, the Truth 308C plate has been tested to defend against NIJ Level III threats, provides stab resistance from Spike Level 3 and offers special threat protection from the 7.62x39mm PB Ball (MSC) @ 2380 +/- 30 fps and 5.56x45mm M193 @ 3250 +/- 30fps. To elevate officer protection, snap the Truth CSF to any Truth 308C plate to create the Truth 855 modular plate system. The Truth 855 is designed to defeat all Truth 308C threats in addition to the 5.56x45mm M855 @ 3115 +/- 30fps. This ultra-thin and lightweight plate system features a proprietary design in an innovative and modular package so officers never have to go to their trunk for active shooter kits again.

Why is there a need?

There has been an unfortunate, yet growing, trend of day-to-day gun violence against officers. According to the *Uniform Crime Report* conducted by LEOKA, the number of officers feloniously killed in the line of duty with rifles from 2012-2014 to 2015-2017 increased by 77%. The majority of the wounded officers were not wearing body armor equipped with rifle-round protection when assailants armed with semi-automatic rifles fired shots.

Brentwood Police Department need a comfortable, lightweight, all-day solution so officers don't have to retrieve their active shooters kits for rifle-rated armor. Angel Armor's RISE vest and Truth 855 ballistic plates are designed to address nearly every relevant handgun, rifle and stab threat officers face in the field, helping to ensure they are protected and ready for any situation.

B. MARKET RESEARCH

Identify all the contractors that can meet this need.

Angel Armor is the only manufacturer that offers the features found in the RISE vest and Truth SNAP plates (see Section III C).

C. WHY IS THIS PARTICULAR CONTRACTOR MOST ADVANTAGEOUS TO THE AGENCY?



ANGEL ARMOR™

Angel Armor is the only manufacturer in the United States that provides the following unique features in one complete soft body armor system with multiple patents pending:

- **COMFORTABLE**

- Proprietary armor profile using research-based design through a collaboration with a prominent university and local law enforcement provides optimal coverage and mobility
- QuadCore Attachment System utilizes a durable elastic external cummerbund for superior weight distribution, affixing to low-profile and moveable QuickLock clips to ensure a secure, quiet and repeatable fit
- Shoulder straps made of premium material allow for panel height adjustability of soft body armor and directly attach to ballistic armor panels, helping reduce curling and shifting
- True six points of adjustment ensure a tailored and secure fit

- **VERSATILE**

- RISE 2.0 is designed to be worn primarily as a concealable vest with minimal printing but through unique features has the flexibility to be worn externally as well
- External front and rear top loading zippered 3D rifle plate pockets accommodate a variety of Angel Armor rifle plate sizes and thicknesses, allowing for quick and easy access for rifle up-armor capability. With the new removable ceramic strike face, the unique 3D pocket design maintains correct plate height location on the officer's body for varying plate thicknesses.
- Low profile, laser-cut PALS/MOLLE compatible 500 Denier CORDURA® Nylon fabric laminate front panel with reinforced stitching for durable, tear-resistant load-bearing capability for external use
- Front zippered admin pocket with low profile, laser-cut PALS/MOLLE compatible Velcro knit loop with reinforced vertical Mic loops and rear Velcro knit loop panel for ID placard attachment
- Two hidden front body-facing utility pockets made of durable high performance stretch material

- **DURABLE**

- Outer shell constructed of high-performance materials — including solution-dyed CORDURA® nylon fabric, which provides resistance to UV, water, abrasion and stretching
- QuadCore Attachment System™ ensures a quiet and repeatable fit using extremely durable, tear-resistant laser-cut HANK (High Abrasion Neoprene Kevlar) belt straps, which interface with the QuickLock clips for long lasting security and comfort
- Premium YKK® zippers with low profile no-slip textured zipper pulls used throughout

- **DESIGNED AND MADE IN THE USA**

- High-production volume available
- Industry leading 40-day lead time

C. CONTINUED

Angel Armor is the only manufacturer in the United States that provides the following unique features in one complete Truth 855 ballistic plate system with multiple patents pending:

- **GROUNDBREAKING**

PROTECTION AT A HIGHER LEVEL™

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- Removeable Truth CSF (Ceramic Strike Face) plate provides scalable protection against handgun, rifle, stab and special threats in a lightweight, modular design
- Plate system is less than 1" thick, featuring radiused edges to reduce uniform 'printing'
- Upgrade any Truth 308C base rifle plate with any Truth CSF for elevated protection, any time
- Truth CSF plate can be easily replaced and paired with any Truth 308C plate for lasting, cost effective protection
- Rare earth magnets provide clean, trouble-free attachment for lasting performance
- Developed and tested ICW NIJ Standard 0101.07 threat specification RF2
- TOUGH & SLEEK
 - Back-face signature is less than 40mm for listed threat projectiles, exceeding NIJ standard requirements
 - Reinforced, one-piece ceramic Truth CSF plate retains ballistic integrity and excellent multi-hit capability in the event of a drop or fall
 - Truth CSF is encased with abrasion-resistant, molded foam for tough and sleek impact protection as well as ease of up-armor plate insertion
 - Truth 855 plate components provide moisture resistance and do not require the use of polyurea coating or nylon wrapping for a refined aesthetic finish
- CUSTOMIZABLE
 - Magnetic, patent-pending SNAP system provides tiered and modular threat protection — armor up or down
 - Variety of sizes available, ranging from 7x9" to 10x12," including a proprietary 9x11" maximum coverage plate; most plates available in Shooter's Cut and Full Cut
 - Custom graphics available for Truth 308C plate
 - Designed to be used in conjunction with RISE body armor but can be used with most soft body armor vests
- MADE IN THE USA
 - Designed, developed and manufactured in the USA
 - High-production volume available

D. FURTHER JUSTIFICATION

If this particular contractor is being used by other departments, what is the connection between the departments? What about that connection between the two or more departments is most advantageous and would further justify bringing this particular contractor on board?



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Agencies Protected by Angel Armor's RISE soft body armor vest and Truth SNAP ballistic plates. Contact Angel Armor for specific references:

- Adams County Sheriff's Office (CO)
- Arapahoe Police Department (CO)
- Archuleta County Sheriff's Office (CO)
- Aurora Police Academy (CO)
- Aurora Police Department (CO)
- Bates County Sheriff's Office (MO)
- Baton Rouge Police Department (LA)
- Bethlehem Police Department (NH)
- Bonne Terre Police Department (MO)
- Borger Police Department (TX)
- Boulder County Sheriff's Office (CO)
- Boulder Police Department (CO)
- Breckenridge Police Department (CO)
- Brusly Police Department (LA)
- California Highway Patrol (CA)
- Capital Region Airport Commission - Richmond International Airport (VA)
- Castle Rock Police Department (CO)
- Chino Valley Police Department (CA)
- Chula Vista Police Department (CA)
- City of Boulder Open Space (CO)
- City of Flora (IN)
- City of Tyler Fire Department (TX)
- City of Tyler Police Department (TX)
- Colorado Department of Parks and Wildlife (CO)
- Colorado River Indian Tribal Police Department (AZ)
- Colorado Springs Police Department (CO)
- Commerce City Police Department (CO)
- Converse County Sheriff's Office (WY)
- County of Orleans Office of the Sheriff (NY)
- County of Santa Clara (CA)
- Covington Police Department (KY)
- Cowlitz County Sheriff's Office (WA)
- Dacono Police Department (CO)
- Dacula City Marshal's Office (GA)
- Dallas Police Department (TX)
- Denton County Constable's Precinct 3 (TX)
- Denton County Constables Precinct 2 (TX)
- Denver District Attorney Office (CO)
- Denver Police Department (CO)
- Department of Public Safety (NC)
- Desloge Police Department (MO)
- Dona Ana Sheriff's Department (NM)
- Douglas County Police Department (CO)
- Eagle Police Department (WI)
- East Baton Rouge Sheriff's Office (LA)
- Ector County Sheriff's Office (TX)
- Eloy Police Department (AZ)
- Espanola Police Department (NM)
- Estes Park Police Department (CO)
- Evans Police Department (CO)
- Fairfax County Police

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- Department (VA)
- Farmington Police Department (MO)
- Federal Bureau of Prisons (FL)
- Federal Heights Police Department (CO)
- Flint Police Department (MI)
- Florida Highway Patrol (FL)
- Fort Collins Police Department (CO)
- Fort Lupton Police Department (CO)
- Fortuna Police Department (CA)
- Fountain County Probation (IN)
- Francis Marion University Police Department (SC)
- Franklin County Sheriff's Office (MO)
- Frederick County Sheriff's Office (MD)
- Fredericktown Police Department (MO)
- Genesee County Sheriff's Office (MI)
- Genoa Township Police Department (OH)
- Granbury Police Department (TX)
- Grand Prairie Police Department (TX)
- Grass Valley Police Department (CA)
- Greeley Police Department (CO)
- Green River Police Department (WY)
- Hales Corner Police Department (WI)
- Hardin Police Department (TX)
- Harvey County Sheriff's Office (KS)
- Hernando County Sheriff's Office (FL)
- Hesston Police Department (KS)
- Highland Village Police Department (TX)
- Hinsdale County Sheriff's Office (CO)
- Hodgman Police Department (KS)
- Hollister Police Department (CA)
- Itasca County Sheriff's Office (MN)
- Jefferson County Sheriff's Office (CO)
- Johnstown Police Department (CO)
- Justin Police Department (TX)
- Keewatin Police Department (MN)
- Kelso Police Department (WA)
- Kersey Police Department (CO)
- Lakewood Police Department (CO)
- Larimer County Department of Natural Resources (CO)
- Larimer County Sheriff's Office (CO)
- Leadington Police Department (MO)
- Limestone County Sheriff's Department (AL)
- Littleton Police Department (NH)
- Loris Police Department (SC)
- Louisiana State University Police Department (LA)
- Louisville Police Department (CO)
- Loveland Fire Authority (CO)
- Loveland Police Department (CO)
- Marina Police Department (CA)
- Martin County Sheriff's Office (FL)
- Menominee Police Department (MI)
- Midland Police Department (TX)
- Milltown Police Department (NJ)
- Mineral Area Drug Task Force (MO)
- Nashwauk Police Department (MN)
- National Park Service (OH)
- Nevada Bureau of

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- Land Management (NV)
- New Providence Police Department (NJ)
- New York State Police (NY)
- North County School District (MO)
- North Newton Police Department (KS)
- Northborough Police Department (MA)
- Northeast Police Department (TX)
- Orange County Sheriff's Department (CA)
- Orange Police Department (TX)
- Oroville Police Department (CA)
- Pennville Police Department (IN)
- Pittsburg Police Department (CA)
- Placerville Police Department (CA)
- Plaquemine Police Department (LA)
- Pleasant Prairie Police Department (WI)
- Ponchatoula Police Department (LA)
- Portsmouth Police Department (OH)
- Purdue University Police Department (IN)
- Rappahannock County Sheriff's Office (VA)
- Russel County Sheriff's Office (AL)
- Salinas Valley State Prison (CA)
- Salt River Police Department (AZ)
- Sheridan Police Department (WY)
- Silverthorne Police Department (CO)
- Somervell County Sheriff's Office (TX)
- St. Francois County Sheriff's Office (MO)
- St. Genevieve County Sheriff's Office (MO)
- Sugarhill Police Department (NH)
- Susanville Police Department (CA)
- Tippecanoe County Community Corrections (IN)
- Twin Mountain Fire Department (NH)
- University Park Police Department (TX)
- US Department of Veteran's Affairs (TN)
- Walnut Creek Police Department (CA)
- Washington County Sheriff's Office (MO)
- Whitehall Township Bureau of Police (PA)
- Williamson County Emergency Management (TN)
- Yale University Police Department (CT)
- Yavapai College Police Department (AZ)
- 45th Parallel EMS (NH)

Product reviews from current LEOs wearing Angel Armor's RISE vest and Truth SNAP plates:

- "I'm really excited about my RISE vest. It really sits well on my upper body. I don't have the perfect body so having a vest that sits well is great getting in and out of a patrol vehicle. The Truth Snap System is also beneficial to everyday use. I don't have to worry about the Velcro wearing off when I bend over or get into a scuffle. The best thing about the vest are the detachable rifle plates and gives me more comfort knowing that I have extra protection; especially in days where assault weapons are more commonly used. I have had several vests in my 16 years of law enforcement, and I finally have a vest where I don't worry about comfort, looks and protection. I am very pleased with this vest and thank you for making a product that rises to expectations."

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- “Over the course of my career I have worn ballistic vests from a number of different companies. In my experience I have never worn a body armor and plate system that fits better and are more comfortable and lighter than the RISE carrier and SNAP rifle plate combination. I have personally witnessed this plate and vest combination absorb tremendous punishment during a live fire demonstration. I have real faith in this product and would recommend it to anybody that is a first responder.”
- “As a 24-year law enforcement officer, I have worn many different types of vests. Only one, Angel Armor RISE has truly made an impact on me. It is by far the lightest, most comfortable and, most importantly, the most protective vest I have worn. I can only speak for myself but I never looked forward to wearing a vest. While I still don't, I don't think twice about wearing Angel Armor and once it's on; I forget it's even there. In addition, having rifle protection at the same time is something I never thought I would see in my career, to be worn daily as a uniform vest. With Angel Armor Truth SNAP plates, I have full rifle protection in my soft body armor. Angel Armor has changed the game, and I am so fortunate to be wearing Angel Armor. It is by far the best bullet-resistant vest I have ever worn. I will continue to wear Angel Armor each day. Thank you, Angel Armor — you have made the lives of law enforcement safer.”
- “I was extremely impressed when my Angel Armor RISE vest and Truth SNAP trauma plate system was delivered in approximately 35 days from my date of measurement. The standard delivery for ballistic vests in today's law enforcement world is four to six months, in my experience. I work 12-hour shifts, four days on followed by four days off. I am amazed that I have yet to pull at the vest to get it back into position. The Angel Armor RISE vest stays put all shift long. I have been a police officer for 24 years — this is the first vest that ever fit as it was intended out of the box. I had been wearing a Level II vest for years at the urging of a vest sales person. After speaking to you, I realized I was under protected. The RISE vest and Truth SNAP trauma plate system are remarkably light. I have as much mobility and agility in this system as I have had in my other vests that did not have rifle plates. When I exit my patrol vehicle on in progress and high priority calls I am confident in your product's ability to defend my life, thereby allowing me to defend the lives of others.”
- “Since finding and wearing the RISE armor and SNAP plates I feel more confident in my job. Hand guns are always a threat, however in the South everyone has a rifle. Knowing the armor can stop a .308 round is a game changer. I have worn the RISE armor in full duty gear under my shirt. I honestly believe the RISE armor is lighter than other vests I have worn. I have also worn the RISE armor as an outer carrier. The built in MOLLE holds up and does it exactly what it is designed for. Traditional plates I've worn averaged 8-16lbs apiece. The SNAP plates are so much lighter and do a better job than traditional plates. I believe in this armor and would recommend it to anyone.”



ANGEL ARMOR™

SECTION IV

FOR REQUESTOR

Printed Name of Requestor:

Requestor's Signature:

Date:

Printed Name of Requestor's Manager:

Requestor's Manager Signature:

Date:

FOR PROCUREMENT

Printed Name of Procurement Officer:

Procurement Officer's Signature:

Date:

Brentwood City Commission Agenda

Meeting Date: 12/09/2019

Cancellation of December 16, 2019 Board of Commissioners Meeting

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Cancellation of the Board of Commissioners Meeting Scheduled for December 16, 2019

Background

The adopted schedule of meetings of the Board of Commissioners for calendar year 2019 includes a regular meeting on Monday, December 16. Historically, the Board has canceled the second meeting during the December holiday season unless there is urgent business that must be considered prior to January. Staff is unaware of any urgent matters needing immediate action by the Board prior to the January 14, 2020 meeting; therefore, there appears to be no need to have this meeting.

Staff Recommendation

Staff recommends approval of the cancellation of the December 16, 2019 Board meeting.

Fiscal Impact

Attachments

No file(s) attached.

Brentwood City Commission Agenda

Meeting Date: 12/09/2019

Ordinance 2019-11 - Amending the Code Ch 70 Relative to Water & Sewer Prepaid Tap Fees & Automated Meter Reading Customer Opt-out Policy

Submitted by: Chris Milton, Water & Sewer

Department: Water & Sewer

Information

Subject

Ordinance 2019-11 - Amending the Municipal Code Chapter 70 relative to water and sewer prepaid tap fees & automated meter reading customer opt-out policy

Background

Ordinance 2019-11 clarifies the conditions associated with previously prepaid water and sewer tap credits and imposes a fee for opting out of the City's automatic meter reading program.

The City, at various times between 1980 and 2002, allowed builders to purchase water and sewer tap credits. These were typically sold just prior to the City increasing tap fees to be used by owners towards tap fee obligations when obtaining building permits. These credits were pre-sold to provide added funds for water and sewer infrastructure construction, with each credit being equal to one residential unit tap fee.

Over the years, builders have used most of the credits. However on occasion, a holder of a credit will contact us to inquire about what their options are with regard to returning a credit or transferring the credit. Based on the best records available, it is believed that approximately 39 of these credits remain. Over the years, the conditions applied to the use of these credits--particularly, the valuation of a credits and what can be done with them if unused--has been inconsistent. Staff has researched past action taken by the Board in regard to how credits are to be valued relative to tap fees increases and had very little luck in finding conditions or instructions that can provide direction and consistency.

Therefore, in hopes of clarifying rules or conditions for staff and those owners of remaining tap fee credits going forward, staff is recommending the attached ordinance which places the following conditions on remaining credits:

1. An owner of any unused water or sewer tap credit may use the credit, regardless of purchased value, towards the full value of a water or sewer tap fee obligation at the time the owner applies for a building permit;
2. An owner may transfer or sell the credit to another builder or owner after receiving

approval from the Director of Water Services and the City Manager as specified in Section 70-8 of the Municipal Code;

3. Credits may not be returned to the City and redeemed for a cash value.

In addition to clarifying rules for prepaid tap fee credits, staff desires to establish a policy for customers requesting to opt out of the Flexnet or automated meter reading system.

The Water Services Department's CIP for FY 2020 includes completing the final phase of the ongoing Flexnet meter reading system upgrades project. In FY 2019, the department began work to install new meters and/or meter reading communication devices (radio units) to transmit readings to the previously installed tower system infrastructure. To date, around 5,500 customer sites are now being read from the Flexnet, tower reading system. It is anticipated that all customers, with a few exceptions, will be Flexnet based reading by the spring 2020. The upgrades are providing improved accuracy of our meter system as well as enhanced service for our customers. The new meters provide near real-time information that allow leaks to be identified more quickly and allow City resources to be redirected more efficiently.

With the new technology, Water Department staff has had a few residents inquire about opting out of having a radio read meter installed. At this time, staff is requesting the Board approve an "opt-out" option of the City's automated meter reading technology. As you know, one of the purposes of the AMR program is to reduce costs associated with labor to read the meters and provide real-time data to identify leaks or other system problems. If a customer requests not to participate in the AMR program, the department then continues to incur the labor cost of having a technician read the meter monthly and loses the other leak detection and other benefits.

Taking into account direct costs associated with the labor and equipment needed to continue manual reading of these meters plus the greater financial exposure for leak adjustments on these accounts, staff is recommending a monthly fee of \$25 be added to the water bill for those customers who wish to opt out of the AMR system. A customer may choose to participate in the AMR program at any future date and avoid this charge thereafter.

For the Board's information, staff has reached out to other utilities in the middle Tennessee area which are upgrading to an AMR system for information related to their "opt-out" options being offered. This information is attached for your consideration.

At its November 25, 2019 meeting, the Board of Commissioners discussed the possibility of adding some type of annual escalator to the monthly fee. Should the Board wish to amend the draft ordinance on second and final reading to add such an increase, staff proposes the following text to be added at the end of the new subsection 70-159(g) (Section 3 of the ordinance):

"This fee will be reviewed on November 1 of each calendar year after its implementation and be adjusted based on the change in the consumer price index for the most recent twelve month period as published by the Bureau of Labor Statistics. Any increase will be rounded to the nearest \$0.50, and be adopted by resolution by the board of commissioners no later than December 1 of each applicable year to be effective January 1 of the following year."

Should you have any questions, please contact Chris Milton, Director of Water Services.

Staff Recommendation

Staff recommends approval of Ordinance 2019-11.

Previous Commission Action

Resolution 2012-13 - Authorizing an Agreement with C.I. Thornburg, Inc. for Upgrades to the Water Meter Reading System.

Resolution 2018-83 – Approval of Agreement with Baird Contracting Co., for Customer Meter and Radio System Upgrades.

Ordinance 2019-11 was approved unanimously on first reading at the November 25, 2019 meeting.

Fiscal Impact

Amount : \$1,200 est.

Source of Funds: Revenue Generated

Account Number:

Fiscal Impact:

The amount of revenue generated by this fee is expected to be relatively small, but will be entirely dependent upon the number of customers who choose to opt out of the automated meter reading system.

Attachments

Ordinance 2019-11

Area Utilities, Opt Out Policy

ORDINANCE 2019-11

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF BRENTWOOD BE AMENDED BY REVISING SECTIONS 70-132 AND 70-158 IN REGARD TO EXISTING PREPAID WATER AND SEWER TAP FEE CREDITS AND BY REVISING SECTION 70-159 TO PROVIDE FOR AN OPTIONAL MANUAL WATER METER READING FEE

WHEREAS, section 70-132 and 70-158 of the Brentwood Municipal Code of Ordinances establishes fees for new connections to the City of Brentwood's water and/or sewer system; and

WHEREAS, at various periods in time between 1980 and 2002 for purposes of obtaining funds to assist in financing construction of water and sewer system infrastructure, the City sold prepaid tap fee credits just prior to increases to water and sewer tap fees; and

WHEREAS, from time to time, an owner of a credit desires to apply prepaid tap credit(s) to tap fee charges due when requesting a building permit, or, to request a refund of held remaining credits; and

WHEREAS, the City owns and operates a municipal water system that provides potable water to residential and business customer premises, with service charges based upon the quantity of water delivered to customer premises as measured by a City-owned manual read water meter installed on the customer premises; and

WHEREAS, the City is engaged in a program to replace all manual water meters within the City of Brentwood with automated meter reading ("AMR") devices which will provide remote water meter reading capability and eliminate the need for manual reading of customer water meters; and

WHEREAS, the installation of new AMR meters and remote reading capability will allow the City to monitor water usage more closely and more accurately, reduce the amount of unaccounted for water within the City's water system and conserve potable water supply resources; and

WHEREAS, the new AMR meters with remote reading capability will further serve to simplify the water meter reading and billing process and to achieve staffing efficiencies related to the water meter reading and billing process; and

WHEREAS, some City of Brentwood water system customers have requested to not participate in the new AMR program, and if participation in the AMR program is not mandatory, a manual read of the meter would be performed by a service technician each month, and

WHEREAS, due to the additional City resources used for a manual meter read, City staff has proposed a fee to recover the City's costs; and

WHEREAS a non-participant in the AMR program, may at any future date, request to become a participant of the AMR program and avoid any future monthly manual reading fee; and

WHEREAS, it is necessary and appropriate that the Code of Ordinances be modified to reflect such suggested changes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF BRENTWOOD, TENNESSEE, AS FOLLOWS:

SECTION 1. That section 70-132 of the Code of Ordinances of the City of Brentwood is hereby amended by modifying subsection (c) to read as follows:

(c) (1) When the use of existing property for which a sewer tap fee has been paid changes to a use for which a higher tap fee would be due, the incremental difference in the sewer tap fee shall be charged.

(2) Any sewer tap credit purchased prior to January 1, 2003 shall be valued at the current fee charged for the applicable classification for that credit for In City Standard, Small, or Nonresidential equivalent residential unit. Tap credits may not be redeemed for cash value, but credits may be sold or transferred to another party with the approval of the water services director and the city manager.

SECTION 2. That section 70-158 of the Code of Ordinances of the City of Brentwood is hereby amended by adding a new subsection (e) to read as follows:

(e) Any water line tap credit purchased prior to January 1, 2003 shall be valued at the current fee charged for the applicable classification for that credit for In City Standard, Small, or Nonresidential equivalent residential unit. Tap credits may not be redeemed for cash value, but credits may be sold or transferred to another party with the approval of the water services director and the city manager.

SECTION 3. That section 70-159 of the Code of Ordinances of the City of Brentwood is hereby amended by adding a new subsection (g) to read as follows:

(g) When possible, water meter usage will be read remotely through the city's automatic meter reading (AMR) program. Customers who choose to opt out of the AMR program will have their water meters read manually, but such manual meter reading will be subject to a monthly fee of \$25.

SECTION 4. In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the City, the provision that establishes the higher standard shall prevail.

SECTION 5. If any section, subsection, clause, provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision or portion of this ordinance.

SECTION 6. That this ordinance shall take effect from and after its final passage and publication thereof, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

PASSED:	1st reading	_____	PLANNING COMMISSION	_____ n/a
	2nd reading	_____	NOTICE OF PASSAGE	
			Notice published in:	<u>Williamson A.M.</u>
PUBLIC HEARING			Date of publication:	_____
Notice published in:		<u>n/a</u>		
Date of publication:		_____		
Date of hearing:		_____	EFFECTIVE DATE	_____

MAYOR Rhea E. Little, III

RECORDER Holly Earls

Approved as to form:

CITY ATTORNEY Kristen L. Corn

Utility	Offers a Opt Out Option	Read Charge	Policy or Comments
Metro/Nashville Water	N	NA	Customers not permitted to opt out.
City of Franklin	NA	NA	Technology not available. In planning stage.
City of Murfreesboro	Y	NA	Initially established a policy that there would be a charge. But no cust. requested to opt out and an amt. was never established.
Hendersonville Water District	N	NA	Customers not permitted to opt out.
Nolensville/CG Water District	NA	NA	Technology not available. In planning stage.
Harpeth Valley Utility District	NA	NA	Technology not available. In planning/implementation stage.
Mallory Valley Utility District	NA	NA	Technology not available. In planning/implementation stage.
NES	Y	Y	\$141 to replace unit; \$32 monthly charge to manually read.
MTEC	Y	N	We decided not to charge. About 1% customers on manual read (240k meters/1,800 manual)

Estimated Cost of a Manual Read

Per Trip:	
Utility Technician, 1/2 Hr.	\$13.50
Vehicle Mileage, 0.4 mi	\$0.23
Misc. Tools	<u>\$1.00</u>
	\$14.73

Notes:

- Utility Technician \$40,063 (mid-point) or \$19.26/Hr. x 40% Benefits = \$26.97 (Use \$27/Hr.)
- 17,000 ft or 0.4 miles to Center of Serv. Area (and center of 4 opt out customers)
- \$0.58/mile Per IRS 2019 Rate

Brentwood City Commission Agenda

Meeting Date: 12/09/2019

Notice of Future Appointment of Four (4) Members to the Historic Commission (for information only)

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Notice of Future Appointment of four (4) members to the Historic Commission (for information only)

Background

At the February 10, 2020 meeting, the City Commission is scheduled to appoint four (4) members to the Historic Commission.

Applicants must be residents of the City of Brentwood. The appointees will serve three (3) year terms expiring on February 28, 2023. The positions on the Board are currently held by Anne Goad, Sherry Hammond, Ashley McAnulty, and Kim Coggin.

Applications must be submitted by January 10, 2020 to the City Recorder at the Brentwood City Hall, 5211 Maryland Way, or by mail to P. O. Box 788, Brentwood, TN 37024-0788, or by online submittal through the City's website (www.brentwoodtn.gov).

Notice of the upcoming appointments and process/deadlines for applications will also be published in the Tennessean's Williamson section and posted on the City's website (www.brentwoodtn.gov) and on the Brentwood City Government Cable Channel (BTV on Comcast).

Staff Recommendation

n/a

Fiscal Impact

Attachments

No file(s) attached.

Brentwood City Commission Agenda

Meeting Date: 12/09/2019

Notice of Future Appointment of Four (4) Members to the Tree Board (for information only)

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Notice of future appointment of four (4) members to the Tree Board (for information only)

Background

At the February 10, 2020 meeting, the City Commission is scheduled to appoint four (4) members to the Tree Board. The appointees will serve two (2) year terms expiring February 28, 2022.

Applicants must be residents of the City of Brentwood. The four positions on the Board are currently held by David Kumatz, Christine Jordan, Robbie Hayes, and Lynn Tucker.

Applications must be submitted by January 10, 2020 to the City Recorder at the Brentwood City Hall, 5211 Maryland Way, or by mail to P. O. Box 788, Brentwood, TN 37024-0788, or by an online submittal through the City's website (www.brentwoodtn.gov).

Notice of the upcoming appointments and process/deadlines for applications will also be published in the Tennessean Williamson and posted online at the City's web page (www.brentwoodtn.gov) and on the Brentwood City Government Cable Channel (BTV on Comcast).

Staff Recommendation

n/a

Fiscal Impact

Attachments

No file(s) attached.
