



**Agenda for the Regular Meeting of Board of Commissioners
Monday, July 27, 2020 - 7:00 pm
Brentwood City Hall**

In the interest of the public health, safety, and welfare of the public, this meeting will be held electronically pursuant to Governor's Executive Order No. 16, 34, and 51. Physical presence of the public will be limited, but the meeting may be viewed online at www.brentwoodtn.gov/livestream.

Call to Order by Mayor

Roll Call

Invocation by Mayor Little

Pledge of Allegiance to the Flag by Commissioner Macmillan

Approval or Correction of Minutes

July 13, 2020

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. Any citizens who wish to make a comment may have access to do so via webcam at City Hall during the citizens comment portion of the meeting.*

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 2020-68 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH ADS ENVIRONMENTAL SERVICES FOR STREAM GAUGE MONITORING EQUIPMENT FOR BRENTWOOD FIRE AND RESCUE, for adoption
2. Resolution 2020-69 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE ROTARY CLUB OF BRENTWOOD AND THE BRENTWOOD ROTARY CLUB CHARITABLE FOUNDATION, A TENNESSEE NONPROFIT CORPORATION, FOR FUNDRAISING ACTIVITIES FOR INCLUSIVE PLAYGROUND PROJECT, for adoption
3. Resolution 2020-70 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH EBSCO PUBLISHING, INC. FOR RENEWAL OF NOVELIST AT THE JOHN P. HOLT BRENTWOOD LIBRARY, for adoption
4. Approval to purchase dash cameras and related software for fire apparatus
5. Approval to purchase 16 self contained breathing apparatus, 48 air cylinders, and 16 voice amplifiers for the Fire and Rescue Department
6. Approval to purchase six vehicles for the Police Department
7. Approval to surplus one Police Department vehicle
8. Approval to purchase Bobcat compact excavator for Parks and Recreation Department
9. Approval to purchase pickup truck for Parks and Recreation Department

Old Business

1. Other old business

New Business

1. Resolution 2020-71 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH HARRIS SYSTEMS USA FOR FINANCIAL AND HUMAN RESOURCES SOFTWARE, for adoption
2. Other new business



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: 07/27/2020

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 July 13, 2020 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, July 13, 2020 at 7:00 pm at Brentwood City Hall.

Present: Mayor Rhea Little (electronically); Vice Mayor Ken Travis (electronically); Commissioner Nelson Andrews (electronically); Commissioner Anne Dunn (electronically); Commissioner Mark Gorman (electronically); Commissioner Susannah Macmillan (electronically); Commissioner Regina Smithson (electronically)

Staff City Manager Kirk Bednar (electronically); Assistant City Manager Jay Evans

Present: (electronically); City Attorney Kristen Corn (electronically); City Recorder Holly Earls (electronically)

Mayor Little stated the following:

"As you may know, Governor Bill Lee issued Executive Order 16 on March 16 and extended its provisions by Executive Order 34 on May 6 and Executive Order 51 on June 29. These Orders were issued to ensure that government continues to function openly and transparently during the COVID-19 emergency while taking appropriate measures to protect the health and safety of citizens and government officials. In his Orders, Governor Lee emphasized that in the interest of limiting the community spread of COVID-19, private and governmental entities of all types should eliminate large public gatherings and conduct business remotely by electronic means to the greatest extent possible. The Orders provide that governments may meet to conduct essential business by electronic means when the governing body determines that doing so is necessary to protect citizens. Sadly, COVID-19 continues to spread across the state and Williamson County. Therefore, the City has determined that in the interest of protecting the health, safety, and welfare of Tennesseans and the citizens of Brentwood, it is necessary for the Board of Commissioners to meet partially electronically rather than in-person. We have posted the link for public viewing on the City's website and social media pages, and we have disseminated the same to the media.

Is there any objection by the Commission? Seeing none, we will proceed with our meeting in accordance with the State of Tennessee Governor's Executive Orders Number 16, 34, and 51."

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

Approval or Correction of Minutes

June 22, 2020

Moved by Vice Mayor Ken Travis (electronically) for approval of the minutes as written, seconded by Commissioner Susannah Macmillan (electronically)

Vote: 7 - 0 Approved - Unanimously

Consent Agenda

Resolution 2020-60 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH BARGE DESIGN SOLUTIONS FOR TDEC AIR POLLUTION CONTROL PERMIT CONSULTING, for adoption

Resolution 2020-61 - A RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR GRANNY WHITE PIKE BIKE LANE TRAFFIC ANALYSIS, for adoption

Resolution 2020-62 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. ("ESRI") FOR GEOGRAPHICAL INFORMATION SYSTEM SOFTWARE AND SUPPORT SERVICES, for adoption

Resolution 2020-63 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH STANSELL ELECTRIC COMPANY, INC. FOR EXPANSION OF CITY FIBER OPTIC SYSTEM, for adoption

Resolution 2020-64 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH LIBRARY IDEAS, LLC FOR FREEGAL MUSIC SUBSCRIPTION AT THE JOHN P. HOLT BRENTWOOD LIBRARY, for adoption

Resolution 2020-65 - A RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH RECORDED BOOKS, INC. FOR MAGAZINE AND UNIVERSAL CLASS ACCESS AT THE JOHN P. HOLT BRENTWOOD LIBRARY, for adoption

Resolution 2020-66 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH WINDROW PHILLIPS GROUP FOR GOVERNMENT RELATIONS SERVICES, for adoption

Approval to purchase four traffic cabinets and associated equipment

Approval to purchase three intersection traffic detection camera systems

Moved by Commissioner Nelson Andrews (electronically) for approval of the items on the Consent Agenda, seconded by Vice Mayor Ken Travis (electronically)

Vote: 7 - 0 Approved - Unanimously

New Business

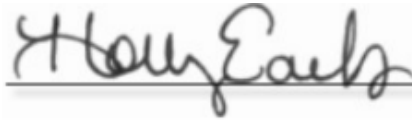
Ordinance 2020-08 - AN ORDINANCE REZONING PROPERTY LOCATED IN THE SOUTHEAST QUADRANT OF THE INTERSECTION OF WILSON PIKE AND OLD SMYRNA ROAD FROM SI-3 TO R-2, for consideration on first reading

Moved by Vice Mayor Ken Travis (electronically) for passage of Ordinance 2020-08, seconded by Mayor Rhea Little (electronically)

Vote: 7 - 0 Approved - Unanimously

With no further business, the meeting adjourned at 7:55 pm.

APPROVED _____

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

Holly Earls, City Recorder

Brentwood City Commission Agenda

Meeting Date: 07/27/2020

Resolution 2020-68 - Agreement with ADS Environmental Services to Purchase Stream Gauge Monitoring Equipment for Fire & Rescue

Submitted by: Brian Goss, Fire & Rescue

Department: Fire & Rescue

Information

Subject

Resolution 2020-68 - Authorization for Agreement with ADS Environmental Services to Purchase Stream Gauge Monitoring Equipment for Brentwood Fire & Rescue.

Background

The topography of the City of Brentwood includes several areas that are susceptible to flooding during periods of heavy rainfall. As we discovered in 2010, monitoring rates of rise in our local waterways is key to determining how quickly and to what extent flooding is likely to take place within the City. Currently during storm situations, the Fire & Rescue Department sends personnel out to physically check water levels in various streams approximately every 30 minutes and documents those levels on a spreadsheet. That information is then manually entered into a GIS dashboard when time allows, which tracks the various rates of rise. This practice is not only inefficient and labor-intensive, but requires our personnel to try and obtain readings during storm events when emergency call volumes typically peak.

Departmental staff have researched various methods to electronically monitor and report river levels, but most of those solutions have proven to be cost-prohibitive. In conversations with IT and the Brentwood Water Services Department, it was discovered that we could utilize ECHO water monitoring devices similar to those used by the Water Services Department to monitor flow levels in manholes. These monitors would integrate as part of the larger system already contracted by the City that includes a web-based “dashboard” (PRISM) that consolidates the data. The PRISM application and associated API will then feed data to our ESRI GIS dashboard in the same way that Water Department does currently.

The Water Services Department’s manhole depth monitors or ECHO units were purchased from ADS Environmental Services in 2017 to supplement system monitoring. Staff felt it was important to keep all of the sewer system flow monitoring related data under the same company for both data consistency and to minimize program overall cost. Therefore, they requested approval from the Board of Commissioners to purchase eight of

the ADS ECHO manhole monitors which includes their data collection, annual maintenance and monthly web-access service. As all components worked together, this was essentially a sole-source purchase. However, they did obtain a competitor's quote for reference which was much higher than the ECHO unit purchase and subsequent annual services.

Because we would be utilizing this technology and infrastructure already purchased by the Water Services Department, it would be impracticable to bid an entirely new system. Staff recommends that the ECHO units being proposed be considered as a sole-source purchase since the PRISM website and associated API that will feed data to our ESRI dashboard integrates with the ECHO product exclusively.

The FY 2021 cost for the ECHO stream monitoring system purchased through ADS Environmental Services would be \$14,172. This cost includes three units for monitoring key locations (Little Harpeth River at Granny White and at Concord Road and Owl Creek at Concord Pass), installation, monthly service, wireless communication, and interface. A total of \$14,255 was requested and approved for this project in the Fire & Rescue Department's FY-2021 Annual Operating Budget. Ongoing monitoring and maintenance fees will be included in future budget requests.

Please contact the Fire Chief with any questions you may have.

Staff Recommendation

Staff recommends approval to purchase stream gauge monitoring equipment from ADS Environmental Services in the amount of \$14,172.00

Fiscal Impact

Amount : \$8,253

Source of Funds: EQUIPMENT N/C

Account Number: 110-42200-83530

Fiscal Impact:

Funds are available in the adopted budget for this purpose.

Amount : \$5,919

Source of Funds: RM OFFICE MACH & EQUIPMENT

Account Number: 110-42200-82605

Fiscal Impact:

Funds are available in the adopted budget for this purpose.

Attachments

Resolution 2020-68
Contract No. 2020-089
Project Proposal
ECHO Literature
ECHO Date Sheet

RESOLUTION 2020-68

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO
AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND
BETWEEN THE CITY OF BRENTWOOD AND ADS ENVIRONMENTAL
SERVICES FOR STREAM GAUGE MONITORING EQUIPMENT FOR
BRENTWOOD FIRE AND RESCUE, 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 ADS Environmental Services for stream gauge monitoring equipment for Brentwood Fire and Rescue, 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



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Huntsville, AL 35806
256-430-3366
www.adsenv.com
A Division of ADS LLC

ADS Contact/Signature

Luis Mijares
340 The Bridge Street, Suite 204
Huntsville, AL 35806
Phone: 256-430-6494
E-Mail: LMijares@Idexcorp.com

Mr. Russell Peterson
City of Brentwood
1750 General George Patton Drive
Brentwood, TN 37024-0788
Sent via email to: Russell.Peterson@Brentwood,TN.gov
3 ECHO Units with wireless service & PRISM

Quote Reference	BrentwoodFD.ECHO.TN.2020V2
Date	9/4/2019
Terms	Net 30
Shipment	FOB Shipping Point
Delivery	30 days ARO
Price Validity	7/20/2020

Description	System(s)	Part Number	System Quantity	Unit Retail Price	Extended Price
1. ECHO Level Monitor with Installation Bar	ECHO	ECHO	3	\$ 2,470.00	\$ 7,410.00
2. Installation ECHO	INST	Install	3	\$ 250.00	\$ 750.00
3. Wireless Service and FlowView Prism Hosting (7/2020-6/2021)	COMM	Wireless	3	\$ 384.00	\$ 1,152.00
4. Monthly Service (7/2020-6/2021)	SERV	Monthly Service	36	\$ 135.00	\$ 4,860.00
5. Wireless Service and FlowView Prism Hosting (7/2021-6/2022)	COMM	Wireless	3	\$ 384.00	\$ 1,152.00
6. Monthly Service (7/2021-6/2022)	SERV	Monthly Service	36	\$ 135.00	\$ 4,860.00
Other					
ADS Product Support Agreement		PSA	-	425.00	0.00
Total Year 1 (7/2020-6/2021)		Items 1-4 +7	-		\$ 14,172.00
Total Year 2 (7/2021-6/2022)		Items 5 & 6	-		\$ 6,012.00
Shipping (ODC) and Labor					
7. Estimated Shipping				\$ 93.00	\$ 93.00
Subtotal					\$ 20,277.00
Sales Tax (assumes Tax Exempt)	0%				0.00

Total Price	\$ 20,277.00
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- The above prices do not include any special, modified, or custom documentation or manuals that may be required. Standard ADS Environmental Services manuals, appropriate to the flow monitors delivered, are included with the equipment.
- Sale of the above equipment and software is subject to acceptance of ADS Environmental Services Equipment Sale Agreement. Activation of software requires users to execute ADS Environmental Services Software License Agreement.
- Acceptance of this proposal for the purchase of ADS Products constitutes your and/or your company's agreement to ADS' Standard Terms and Conditions of Sale found at <http://www.adsenv.com/equipmenttermsandconditions>. ADS' Terms and Conditions supersede any terms and conditions in any documentation submitted by you and/or your company as a buyer of ADS products.
- These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Client Name:	ADS LLC:
Signature	Signature
Printed Name/Title	Printed Name/Title
Date	Date



City of Brentwood

Emergency Management

Automated Stream Gaging Project

Fiscal Year 2021 - 2022

Points of Contact:

Russell Peterson (Project Management)
Emergency Management & Continuity Program Manager
(615) 371-0170
russell.peterson@brentwoodtn.gov

Todd Hoppenstedt (Gage Installation)
Public Works Director
(615) 371-0080
todd.hoppenstedt@brentwoodtn.gov

Scott Sumners (API Integration)
GIS Coordinator
(615) 371-0060
scott.sumners@brentwoodtn.gov

Robin Forte (Financials)
Administrative Secretary
(615) 371-0170
robin.forte@brentwoodtn.gov

Project Justification

We currently use manual staff gaging to measure river and stream water rise during periods of heavy precipitation with the intent of enhancing situational awareness as to expected impacts from flooding. As these are manual gages that must be read by humans, there is a lack of consistency in both timing and water level readings which leaves room for improvement. The purpose of the automated stream gaging project is to enhance our current situational awareness by providing automated staff gaging in conjunction with localized rain fall readings and radar-estimated rain fall measurements using technologies provided by ECHO and WDT, respectively. This system will provide more consistent and accurate rainfall and river/ stream level information which will be displayed on a web-based dashboard using technology provided by Esri.

The purpose of this project is to supplement our current manual staff gaging on the Little Harpeth River and Owl Creek with automated staff gaging using the ECHO / FlowView Prism system. The current manual staff gages will remain in place (except for the Bike Trail staff gage which will be moved to the Concord Road bridge). Automated stream gages will be installed at three locations:

- Little Harpeth River at Granny White Pike
- Little Harpeth River at Concord Road
- Owl Creek at Concord Pass

There exists a way to improve the current process through the installation of automated staff gages. In the past, we have discussed installing USGS automated staff gages at the cost of \$15,000 per year per unit. This expense is prohibitively high. Working with the USGS and our local partners, there is an alternative to the more expensive USGS automated staff gages. Our Water and Wastewater Department uses an automated gage named ECHO (datasheet attached) that transmits stream gage data to a web service which provides visual data called FlowView Prism (information attached). In addition, the system collects data from existing ECHO rain gauges located throughout the city which provides additional data regarding the intensity of precipitation. Presumably, this information can be incorporated using an API, along with our current use of WDT API data, into ArcGIS services for display on operational dashboards, further centralizing and enhancing situational awareness. Lastly, the system can provide both text and email alerts to emergency management team members and other stakeholders (i.e. the Concord Road YMCA, City of Brentwood Parks and Recreation, and other with at-risk infrastructure) when NWS action levels are approached, reached, and exceeded.

The costs for the system (quote attached) include:

1. The cost per unit is \$2,470; total initial cost for the three units is \$8,254.
2. Unit installation is \$250; total installation cost for three units is \$750.
3. Monthly service per unit is \$135; total monthly service cost for three units is \$501.
4. Website hosting per unit per year is \$384; total annual website hosting cost is \$1152.
5. One-time shipping cost is \$94.

In closing, this project is an innovative, less expensive, and more effective means to address our flooding prediction and situational awareness needs. The annual service cost for the three proposed ECHO units and FlowView Prism monitoring is \$6,012 as compared to \$45,000 for three USGS automated gages. The information that we will obtain from this system will be more accurate and timelier (every 15 minutes rather than every one or two hours) which should result in better situational awareness during potential flood events.

Project Details

Program	Item or Project	Price Each	# Requested	Total Cost	Description or Narrative
Emergency Management	Stream gage equipment	\$2,751	3	\$8,254	Equipment to measure water depth at three (3) locations (Granny White Pike, Concord Road, and Concord Pass) which will provide enhanced situational awareness of potential impacts during heavy precipitation events.
Emergency Management	Stream gage monitoring (monthly)	\$501	12	\$6,012	Monitoring software, web hosting, GIS API, and service of equipment for three (3) stream gages (Granny White Pike, Concord Road, and Concord Pass).

Project Schedule

January 1 st , 2020	Submission of project for budget consideration
June 1 st , 2020	Budget approval
July 13 th , 2020	Presentation for approval by City Commission
July 15 th , 2020	Issuance of purchase order to ADS
August 1 st , 2020	Installation of stream gaging equipment
August 15 th , 2020	Configuration of API and operational dashboard by GIS

Product Information

ADS LEVEL MONITOR



The new ADS ECHO monitor provides Utilities with an economical level monitoring solution to provide early warning of preventable blockages, such as FOGs, root intrusion, silt/sediment, and debris. ECHO is a cost effective, easy-to-use monitoring system for overflow prevention. ECHO technology is designed for ultra low power consumption, yielding up to a five-year battery life based on modem configuration.

- Continuous collection system monitoring, from the earliest detection of blockages to overflow notification
- Deploy a fleet of dozens or hundreds of level monitors with the flexibility to move units to multiple locations, such as problem sites where overflows occur or areas that require regular cleaning and maintenance
- Easy installation in less than 10 minutes with no manhole descent required
- Intrinsically safe for use in hazardous areas

Mounting Options



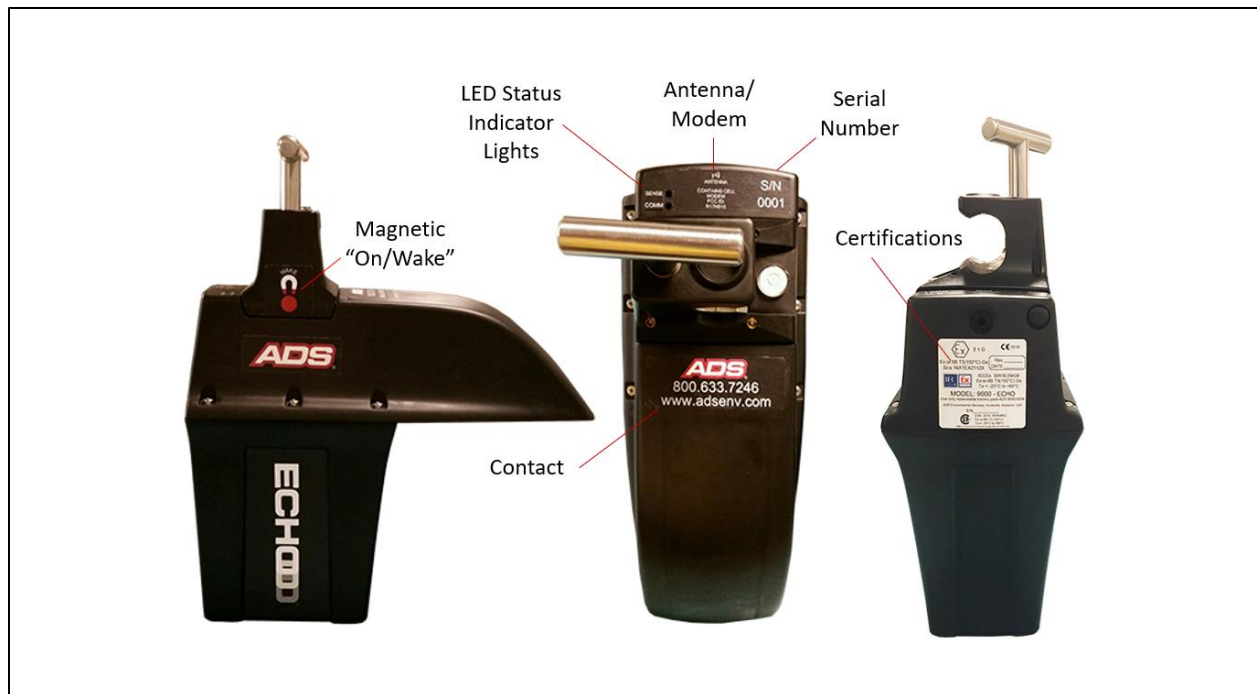
ECHO with installation bar attached



ECHO with installation bar mounted on manhole frame



www.adsenv.com/echo



Technology Overview

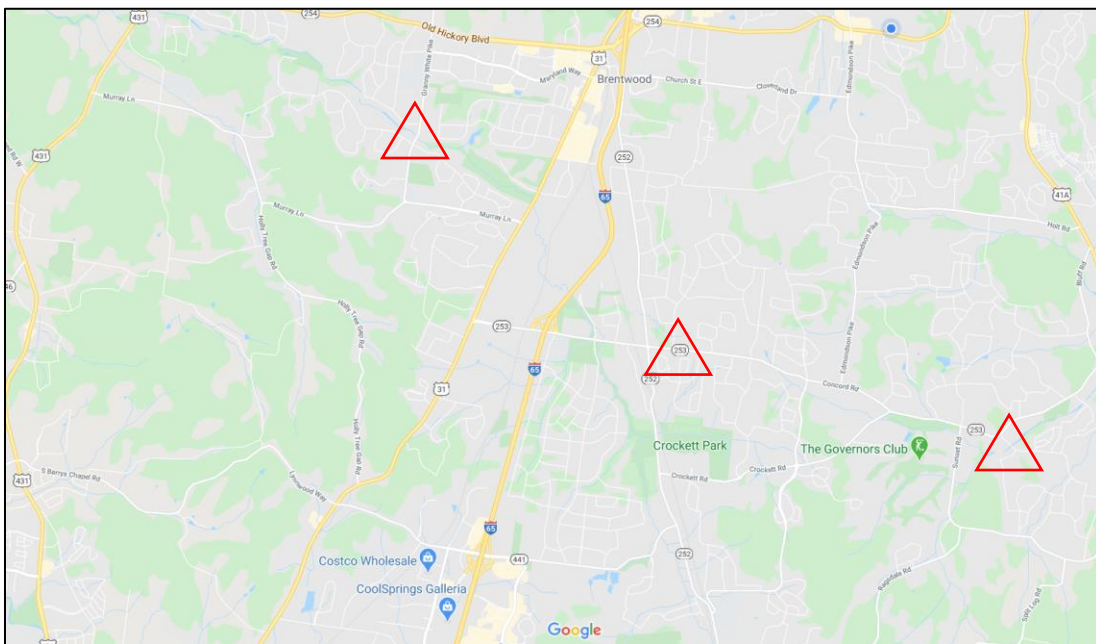
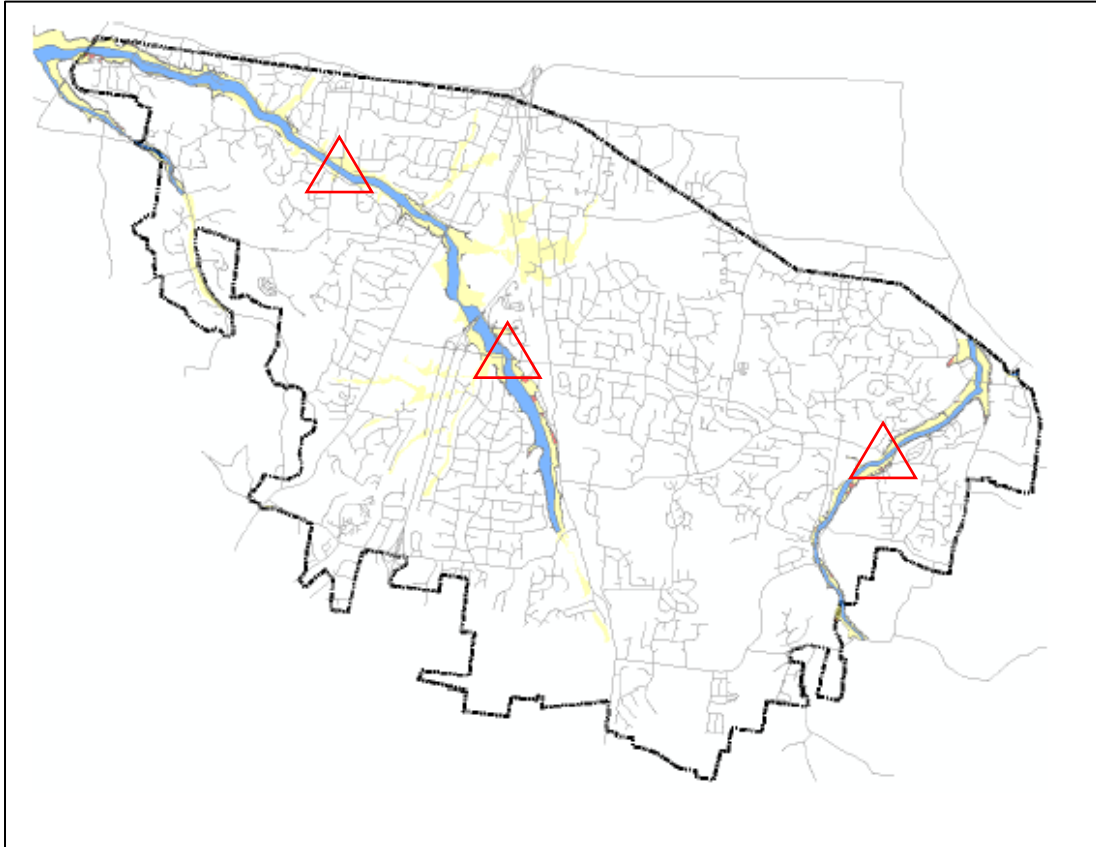


- ❖ Wireless Ultrasonic Level Monitor
- ❖ 20 foot range*
- ❖ Alarming via text or email with cell service
- ❖ Topside Installation
- ❖ Easy to move
- ❖ Intrinsically Safe for hazardous environments



Stream Gage Installation Plan

Automated stream gaging will be installed in conjunction with existing staff gaging at three strategic locations along the Little Harpeth River and Owl Creek (see illustrations below).



Representative installation options (in conjunction with existing staff gages)

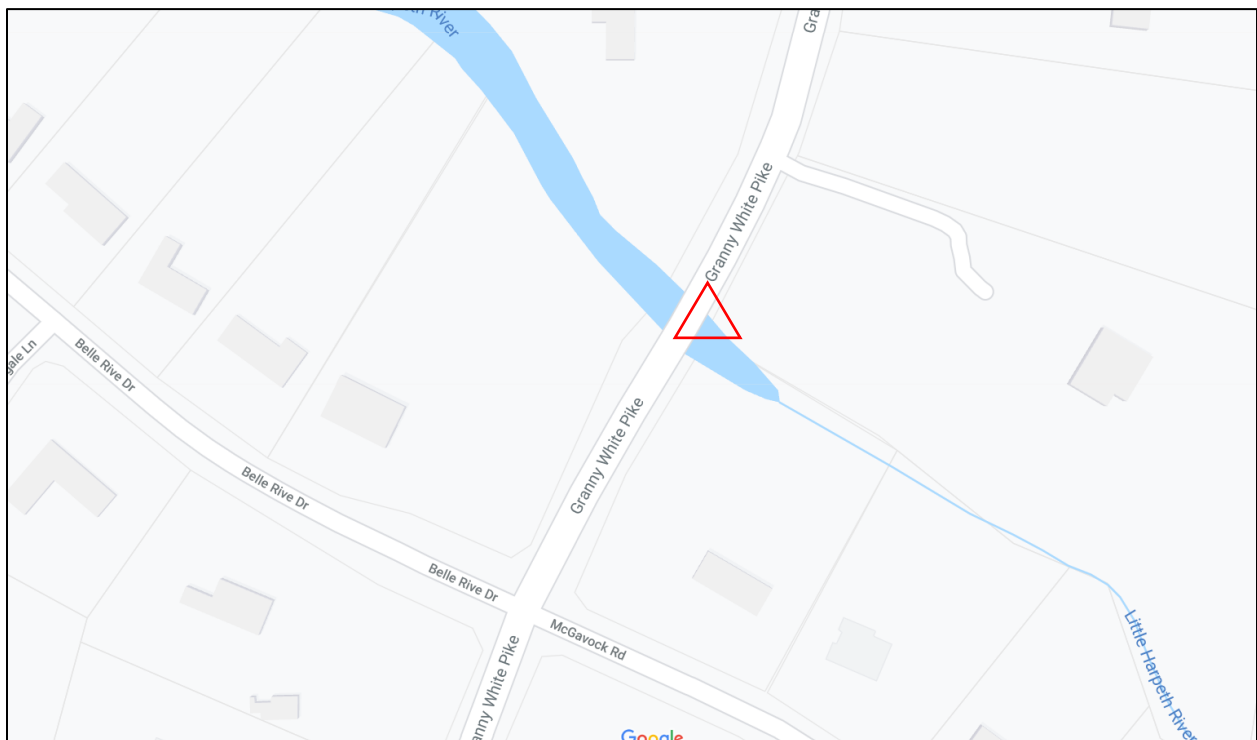
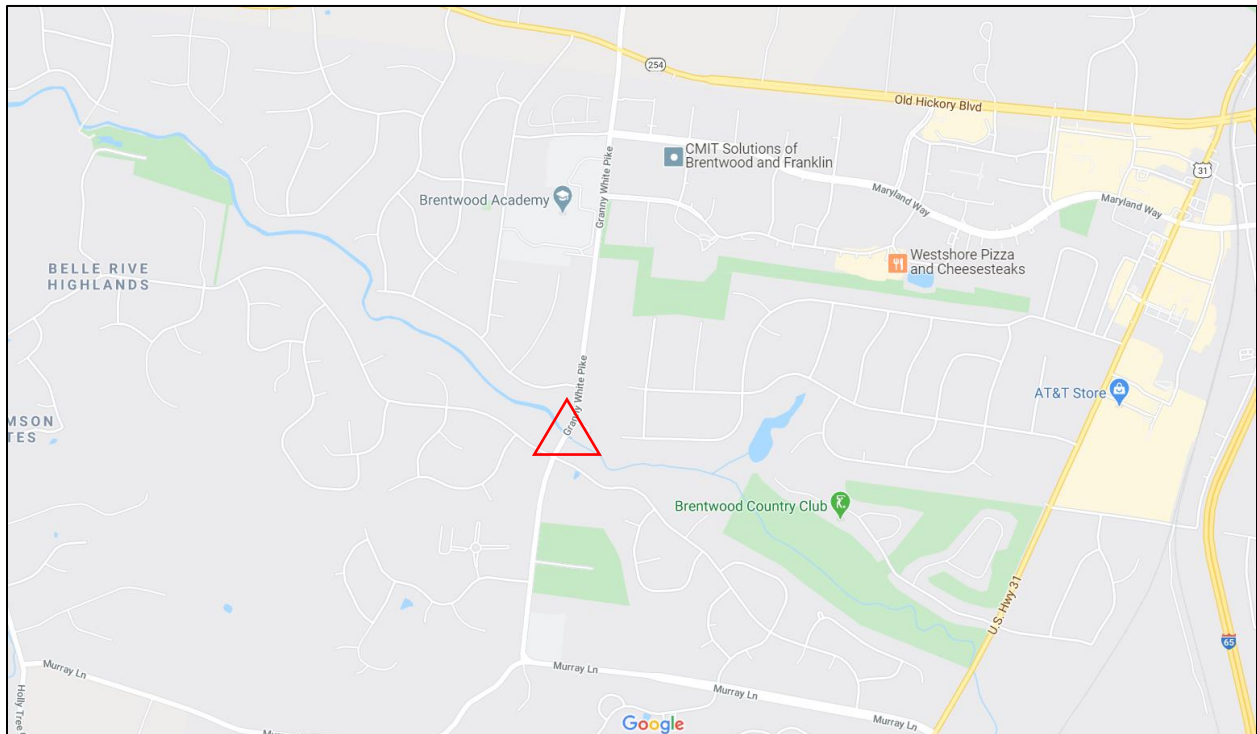


Installation Details




Installation 1:

Northeast side of the Granny White Pike bridge over the Little Harpeth River (see illustrations below).



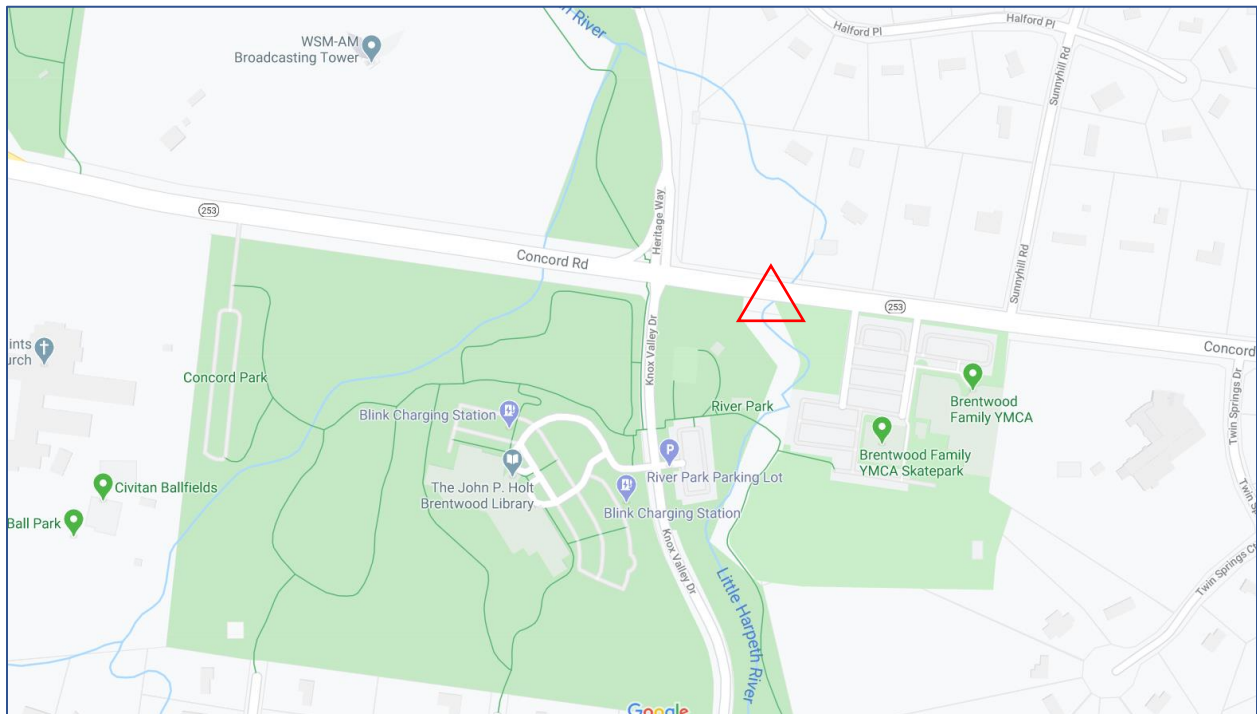
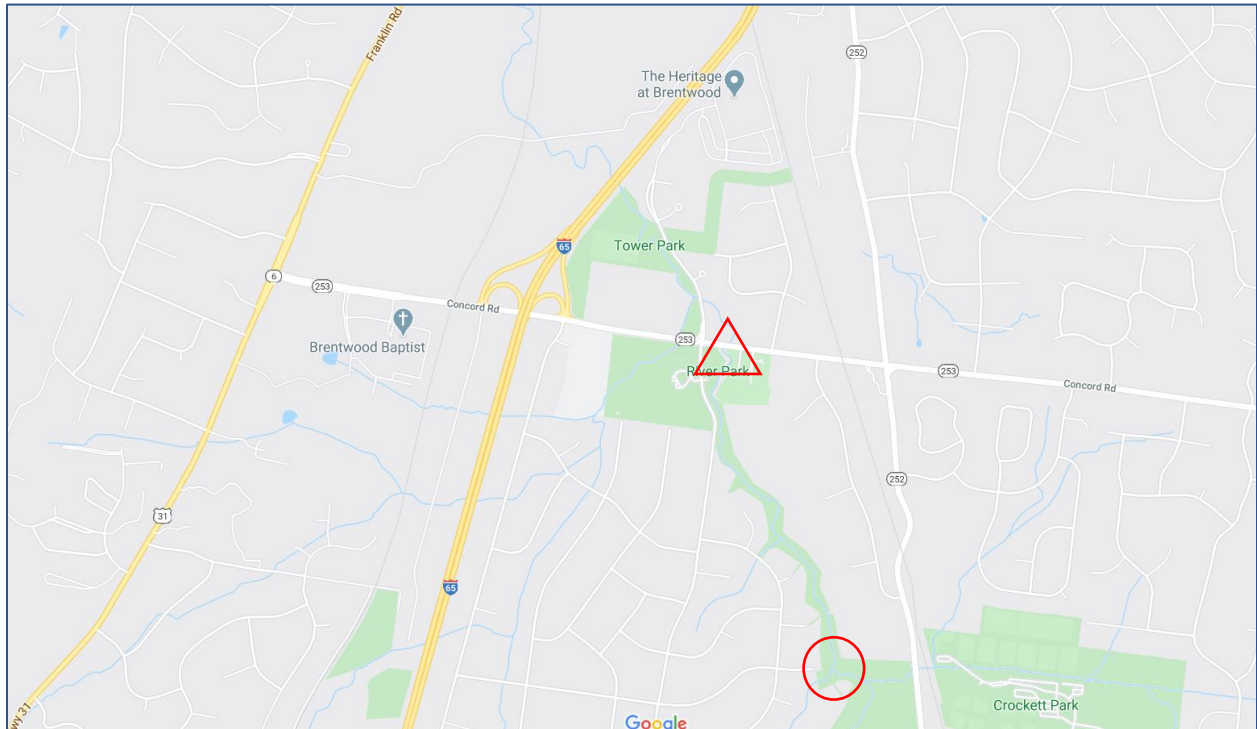


 indicates proposed installation point


Installation 2:

Southwest side of the Concord Road bridge over Little Harpeth River (see illustrations below).

Note: This is a new installation and we are still awaiting installation permit from State of Tennessee Department of Transportation. The previous location is the end of Wikle Road East on the bridge.

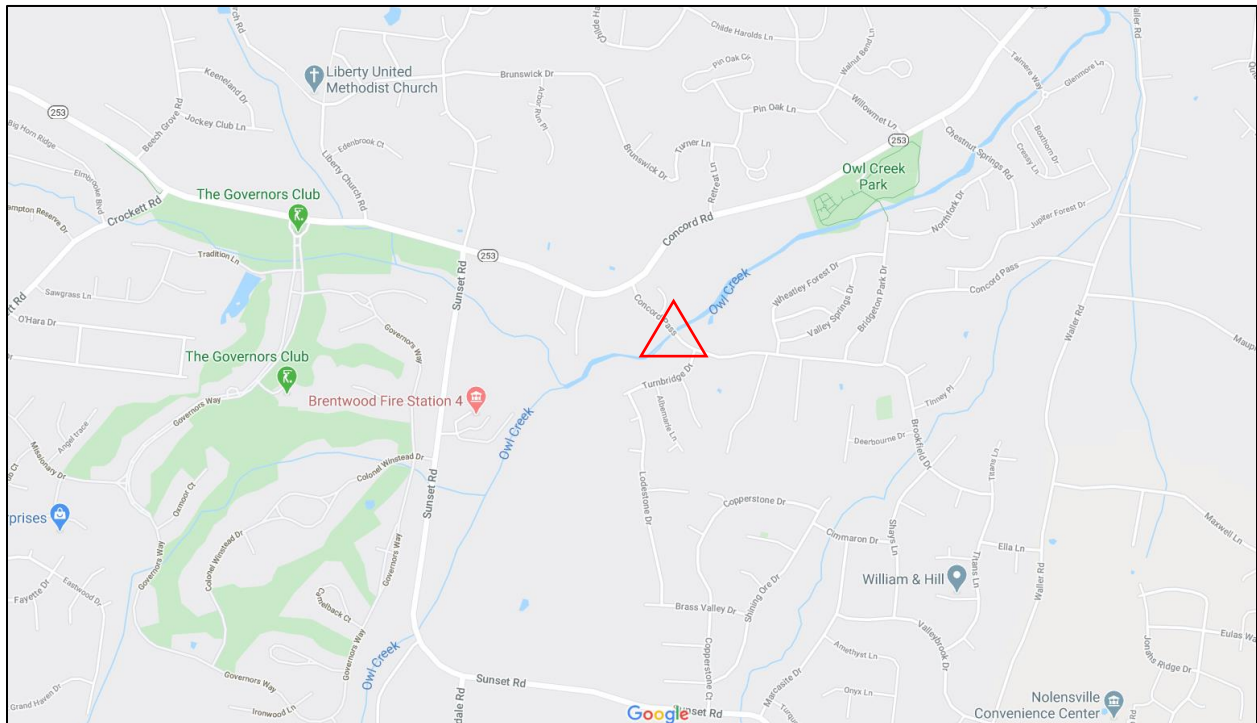





 indicates proposed installation point

Installation 3:

Southwest side of the Concord Pass bridge over Owl Creek (see illustrations below).



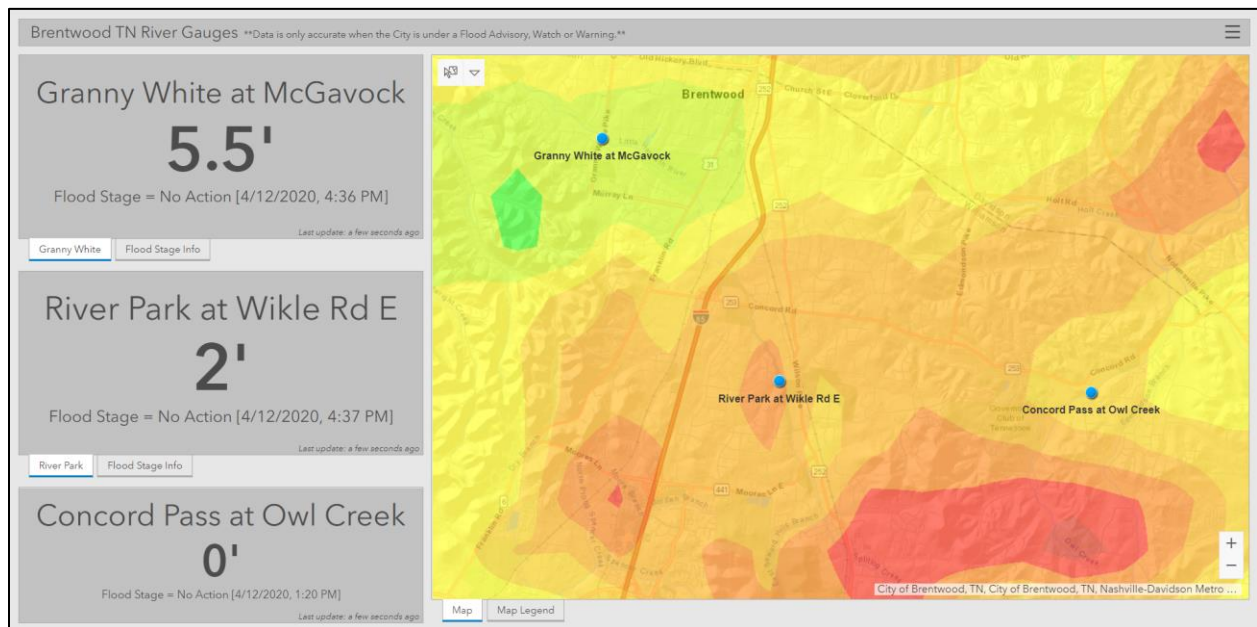


 indicates proposed installation point

API Integration

Existing staff gaging dashboard uses manually entered staff gage readings (readings obtained by Fire & Rescue personnel who email or text readings to EMPM or GIS Coordinator who update dashboard) with radar-indicated 1-hour rainfall estimates data provided by WDT (see illustration below).

New dashboard will use automated stream gage readings in conjunction with localized ECHO rain gauge readings and radar-indicated 1-hour rainfall estimates provided by WDT as feature layers.



ECHO Data Visualization and API Interface



Proactive Insight for Collection System Management

flowview PRISM™

PRISM Transforms Your System Management

FlowView PRISM™ is a web application that puts critical data at your fingertips to support management, engineering, and operational decisions within your wastewater collection system. FlowView PRISM connects clients to an ADS® monitoring network, delivering near real-time operational intelligence on the status of your wastewater collection system. It is the fastest and easiest way to visualize the condition of your collection system. It offers dynamic analytical functions to fuel discoveries that will lead to enhanced management of your system.

System Wide Performance at a Glance

Access your data and device status on our cloud-based Collection System Management platform, FlowView PRISM. The home page provides immediate system insight including a map view reflecting flow, level, and rainfall monitors with location and condition details, leaderboard tiles with system status, and quick access to the data vault as well as specialized reports. The intuitive interface allows you to quickly manage alarms, check collection and device status, generate reports, and link third party data through our **self-service API** to automate and enhance your specific workflow.

-  **Visualize** sewer system performance through intuitive dashboards and graphical displays
-  Transform data into **actionable insight** with powerful analytics
-  Ensure timely **performance notifications** with configurable alarms for advance notice of developing problems
-  Provides an **easy and transformative** user experience for sewer data management
-  **Collaborate for success** by sharing data, reports, and related files among cross-functional groups

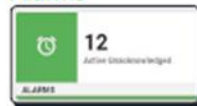


ADS
www.adsenv.com/fvprism

Easy, Intuitive, Actionable

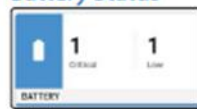
FlowView PRISM's dashboard transforms your experience. Get in-depth system analysis that places operational intelligence at your fingertips.

Alarms



Self manage and review alarms to inform you of events, performance, and data anomalies at flow, level, or rainfall monitoring locations.

Battery Status

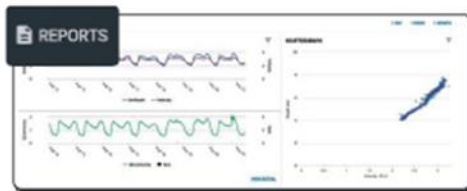


Easy battery status management ensures seamless operation of flow, level, and rainfall monitors.

Collect Status



Track monitor communication status to identify any data collection problems that may arise.



Visualizing and Reporting

Graphing and reporting capabilities include side-by-side Hydrograph and Scattergraph comparisons for rapid viewing of each site's status.

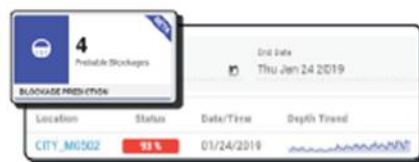


Data Vault

Upload, store, organize, and delete any files pertinent to your project. Share a time-sensitive link of your files with FlowView PRISM users or non-users.

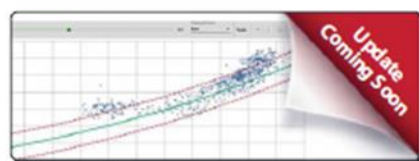
Advanced Features

ADS is introducing new advanced features so you can stay on top of your collection system with in-depth insights and specialized tools. Contact us for demos or purchase.



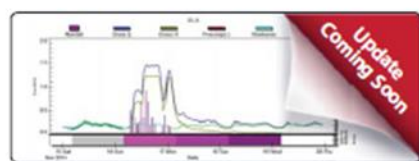
Blockage Prediction (Q1 2019)

Prevent sewer overflows by coupling flow depth data with smart algorithms to sense developing sewer blockages. This *advanced machine learning* application recognizes flow anomalies and provides advanced notifications so you can direct resources in a timely, cost-effective manner to pro-actively prevent sewer overflows before they become a problem.



Automated Anomaly Detection & Advanced Data Editing (Q2 2019)

Perform quality control operations on your data within FlowView PRISM. Within the editing interface, eliminate suspicious data from final entity generation and correct errors at will with the ability to add commentary about site conditions. The ability to design custom pipe shapes, create calculation based entities, and edit data is at your fingertips.



All New Slicer (Q4 2019)

Together, PRISM and Slicer provide a powerful set of online engineering tools designed to extract rigorous Dry and Wet Weather Performance measurements from sewer flow and rain data with speed and precision.

PRISM Updates:
www.adsenv.com/fvprismupdates

Access FlowView PRISM:
www.adsprism.com

Talk to a Trained Representative:
T: 800.633.7246
E: adssales@idexcorp.com

Application Programming Interface (API)

Different software working together seamlessly

ADS® is on a mission to provide trusted and advanced solutions to complex collection system problems. We are making the process of managing your collection system easier, more affordable, and more efficient. Achieve high level collection system intelligence with our self-serve *Application Programming Interface* that enables customers, of all sizes, to build applications that help cities use flow monitoring data in ways that meet their own unique needs.

What is an Application Programming Interface and Why You Need One

An **Application Programming Interface (API)** is an interface that allows different software to communicate with each other. This customer-facing API allows you to automate data exchange between various ADS and 3rd-party software and hardware. This allows you to use data measured by ADS monitors in other software applications. The old method of exporting data out of one database and importing it into another is slow and frustrating. Through the use of APIs and webhooks we have created the capability to exchange data with 3rd party applications in both directions. The exchange requires no human intervention, can happen in near-real-time, and is error free. You can create new ways to put your data to use in a way that suits your needs. All data is exchanged in the lightweight JSON format that makes it easy to consume and fast to transfer. Our RESTful APIs integrate with nearly any modern system or programming language, giving you unattended data transfer with perfect accuracy.

Applications for APIs

- Hydraulic models. Fast, easy calibration.
- Edit and use data in Excel® for easy data management and evaluation.
- SCADA systems for easy consolidation of collection system performance data with pump station and treatment plant data.
- Import data from 3rd party hardware (requires a software link between the hardware and the FlowView PRISM API).
 - Send/receive data using our ADS APIs.
 - Utilize FlowView PRISM Analytics on investments customers have already made.
- Use APIs to pull ADS monitor data into work order systems.
- Dashboard integration allows you to see the state of your system quickly across a variety of sub-systems (Microsoft® Power BI®).
- Maintenance Management Systems.

Who Uses APIs

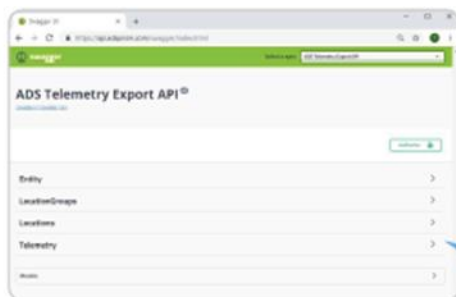
Salem, OR uses a customized dashboard while importing data from ADS hardware through the ADS API.

Nashville, TN/CDM Smith imports raw data daily from the API, "calibrates" it overnight and generates reports each morning for operational needs (potential overflows or problem areas).

Houston, TX plans to bring data into their own Microsoft Power BI dashboard for daily management needs. Houston has built custom dashboards using PowerBI and uses APIs to pull flow monitor data into their custom dashboard. Developers and development teams will be able to make the most out of the raw data.

Accessing and Navigating the ADS API

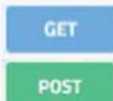
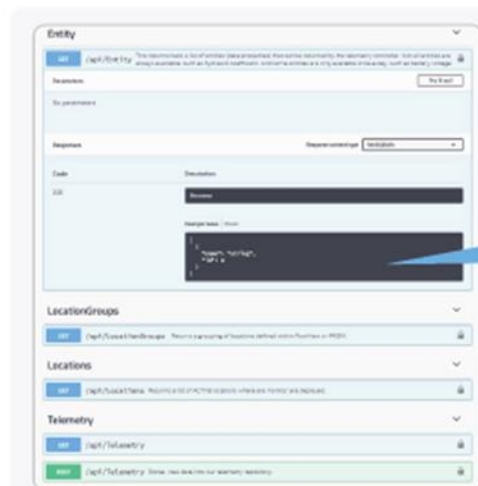
<https://api.adsprism.com/swagger>



Now that you are logged into our ADS API you can look around the interface. On the bottom half of the API home page, you will see a series of drop-down menus.



Toggle the arrows to expand and hide each drop-down section as needed. Each section highlights a different function in the API.



Additionally, click "Get" data from the API or "Post" third-party data to the API.

Example Value

Model

```
{
  "name": "string",
  "id": 0
}
```

API Purchasing Options



Paid FlowView PRISM Subscription

Get full access to the premier collection management system, FlowView PRISM. Full access to export and import data.

ADS API

Flat Fee Pricing Per Project

Purchase API Capabilities separate from FlowView PRISM. We have bundled prices set to suit your projects and informational needs.



Talk to a Trained Representative:

T: 800.633.7246

E: adsales@idexcorp.com

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Specifications subject to change without notice.

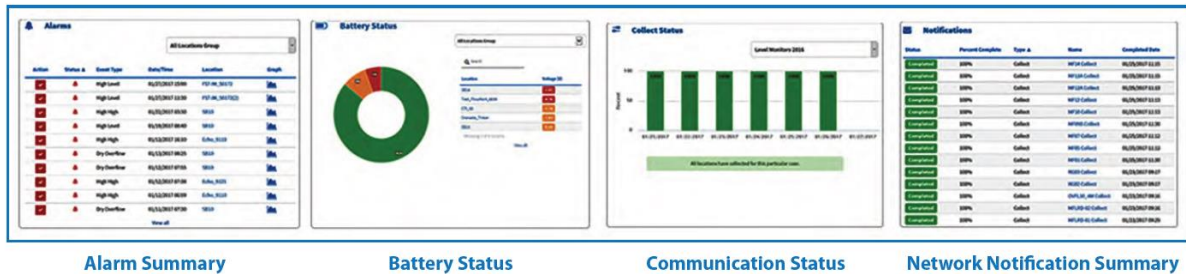


API_04-05-19

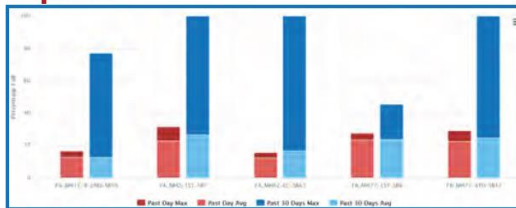
Alarms and notifications will be sent to all Emergency Management Team members and other stakeholders (e.g. Concord Road YMCA, City of Brentwood Parks and Recreation, WCEMA) via email and/or text messaging.

Configurable Dashboard

FlowView's Dashboard provides an overview of the monitor network. Drop down filters enable fast refinement of information.



Reports



Generate reports and charts such as average water level

FlowView has dozens of standard, customizable reports and enables the viewing of key information through Excel, .csv, and .htm outputs.



Alarms and Notifications

Users are notified of rain events, level abnormalities, data anomalies, and monitor status via email or text message.

Alarm and Notifications parameters

Alarms and notifications will use the action stages as provided by the NWS (see illustrations below). Action levels for Owl Creek are pending.

Little Harpeth River at Granny White Pike – Williamson County

7.0 Proposed NWS Action Stage (Flood Advisory issued)

7.0 LOW LYING AREAS ALONG THE RIVER BEGIN TO BE INUNDATED.

9.0 Proposed NWS Minor Flood Stage (Flood Warning issued)

9.0 WATER BEGINS TO OVERFLOW THE BANKS DOWNSTREAM OF GRANNY WHITE PIKE.

11.0 WATER BEGINS TO FLOOD THE DRIVEWAY OF 406 GRANNY WHITE PIKE.

12.0 Proposed NWS Moderate Flood Stage

12.0 WATER HAS COMPLETELY FLOODED THE DRIVEWAY OF 406 GRANNY WHITE PIKE...WHICH MAY BE IMPASSABLE.

13.0 WATER APPROACHES PROPERTIES ON MC GAVOCK ROAD...AND REACHES THE DRIVEWAY OF 403 GRANNY WHITE PIKE.

14.0 Proposed NWS Major Flood Stage

14.0 WATER BEGINS TO IMPACT PROPERTIES ON MC GAVOCK ROAD.

17.0 WATER BEGINS TO IMPACT GRANNY WHITE PIKE...AND MAY BE IMPASSABLE AT HIGHER LEVELS.

Little Harpeth River at Park on Knox Valley Drive – Williamson County

4.0 Proposed NWS Action Stage (Flood Advisory issued)

4.0 LOW LYING AREAS IN THE PARK BEGIN TO BE INUNDATED...USE CAUTION WHEN WALKING ALONG THE RIVER.

5.0 PORTIONS OF THE WALKING TRAIL BEGIN TO BE INUNDATED...AND WATER APPROACHES THE PARKING LOT AT THE YMCA ON CONCORD ROAD.

6.0 Proposed NWS Minor Flood Stage (Flood Warning issued)

6.0 WATER BEGINS TO INUNDATE THE PARKING LOT AT THE YMCA ON CONCORD ROAD...AND DAMAGE TO VEHICLES MAY OCCUR AT HIGHER LEVELS. SIGNIFICANT PORTIONS OF THE PARK AND WALKING TRAILS ARE FLOODED...AND PUBLIC USE IS STRONGLY DISCOURAGED.

7.0 WATER REACHES THE BOTTOM OF THE PEDESTRIAN BRIDGE AT WILKE ROAD...AND IS FLOODING MOST OF THE PARKLAND AND WALKING TRAILS. MUCH OF THE YMCA PARKING LOT ON CONCORD ROAD IS ALSO FLOODED.

8.0 Proposed NWS Moderate Flood Stage

8.0 WATER IS OVER TOPPING THE PEDESTRIAN BRIDGE OFF OF WILKE ROAD.

10.0 Proposed NWS Major Flood Stage

Financial



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ADS Contact/Signature
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Mr. Russell Peterson
City of Brentwood
1750 General George Patton Drive
Brentwood, TN 37024-0788
Sent via email to: Russell.Peterson@Brentwood,TN.gov
3 ECHO Units with wireless service & PRISM

Quote Reference: Brentwood.ECHO.TN.2020V2
Date: 9/4/2019
Terms: Net 30
Shipment: FOB Shipping Point
Delivery: 30 days ARO
Price Validity: 7/20/2020

Description	System(s)	Part Number	System Quantity	Unit Retail Price	Extended Price
1. ECHO Level Monitor with Installation Bar	ECHO	ECHO	3	\$ 2,470.00	\$ 7,410.00
2. Installation ECHO	INST	Install	3	\$ 250.00	\$ 750.00
3. Wireless Service and FlowView Prism Hosting (7/2020-6/2021)	COMM	Wireless	3	\$ 384.00	\$ 1,152.00
4. Monthly Service (7/2020-6/2021)	SERV	Monthly Service	36	\$ 135.00	\$ 4,860.00
5. Wireless Service and FlowView Prism Hosting (7/2021-6/2022)	COMM	Wireless	3	\$ 384.00	\$ 1,152.00
6. Monthly Service (7/2021-6/2022)	SERV	Monthly Service	36	\$ 135.00	\$ 4,860.00
Other					
ADS Product Support Agreement		PSA	-	425.00	0.00
Total Year 1 (7/2020-6/2021)		Items 1-4 +7	-		\$ 14,172.00
Total Year 2 (7/2021-6/2022)		Items 5 & 6	-		\$ 6,012.00
Shipping (DDC) and Labor					
7. Estimated Shipping				\$ 93.00	\$ 93.00
Subtotal					\$ 20,277.00
Sales Tax (assumes Tax Exempt)	0%				0.00
Total Price					\$ 20,277.00

- The above prices do not include any special, modified, or custom documentation or manuals that may be required. Standard ADS Environmental Services manuals, appropriate to the flow monitors delivered, are included with the equipment.
- Sale of the above equipment and software is subject to acceptance of ADS Environmental Services Equipment Sale Agreement. Activation of software requires users to execute ADS Environmental Services Software License Agreement.
- Acceptance of this proposal for the purchase of ADS Products constitutes your and/or your company's agreement to ADS' Standard Terms and Conditions of Sale found at <http://www.adsenv.com/equipmenttermsandconditions>. ADS' Terms and Conditions supersede any terms and conditions in any documentation submitted by you and/or your company as a buyer of ADS products.
- These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Client Name:	ADS LLC:
Signature _____	Signature _____
Printed Name/Title _____	Printed Name/Title _____
Date _____	Date _____



ECHODD™

Advanced Monitoring Solutions



RELIABILITY



DATA INTEGRITY



MANHOLE VISIBILITY



AFFORDABILITY



Monitoring Solutions You Can Trust

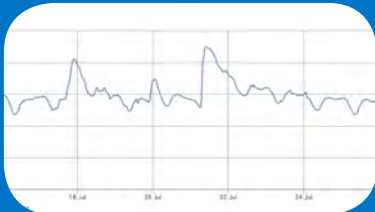
Higher Levels of Performance for Complete System Assurance

The ADS® ECHO™ advances water and wastewater monitoring with higher levels of performance, wider range of use, and lower acquisition and operating costs. Its patented, narrow-beam ultrasonic sensor provides users with up to 20 feet of manhole depth visibility. That innovation coupled with a fixed-position sensor allows the ADS ECHO to deliver consistent, quality data that is used for critical engineering, operations and

maintenance applications. For reliable connectivity, the ADS ECHO now features communication via the LTE-M network which is designed and optimized for the Internet of Things (IoT). Finally, to make informed decisions the ADS ECHO's cloud-based software and advanced analytics platform provides fast, easy access and exceptional insights into the collection system's behavior.

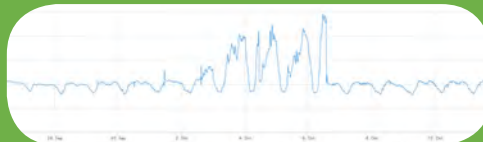
Wide Ranging Applications Means Better Value

Hydraulic Monitoring



The ADS ECHO captures remote site data in a cost efficient manner, enabling wider deployment of sensors that can continuously feed and update hydraulic models.

Efficient Cleaning Process



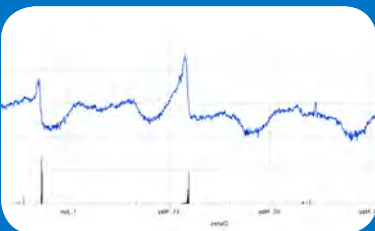
The ADS ECHO enables utilities to employ the latest cleaning practices. Continuous remote monitoring with advanced visibility assures that cleaning is performed only when needed.

Lift/Pump Station Backup



The ADS ECHO adds redundancy for monitoring critical wastewater pump stations, eliminating power outages and pump concerns.

I&I Scouting



The ADS ECHO enhances I&I studies, specifically when coupled with the ADS TRITON+ flow monitor.

CSO Data & Reporting



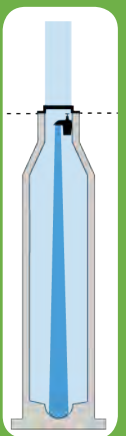
The ADS ECHO makes CSO reporting easier with automated data capture and reporting tools.

SSO Mitigation

Uniquely providing 20 feet of visibility below the unit and up to eight feet above it, the ADS ECHO always knows the water level in a manhole and provides multiple configurable alarms for advanced warning.

Bypass Monitoring

The ADS ECHO monitors bypass sites providing 24/7 protection against SSOs.



Who Uses ECHO

- Field Operations
- Engineering
- Planning
- Consultants
- Construction Contractors
- Cleaning Contractors

Where ECHO is Used In Wastewater

- Manholes
- Wastewater Pump Stations
- Siphons
- Bypasses
- Combined Sewer Regulators

Where ECHO is Used In Storm Water

- Storm Water Vaults
- Canals
- Stream Level
- River Level

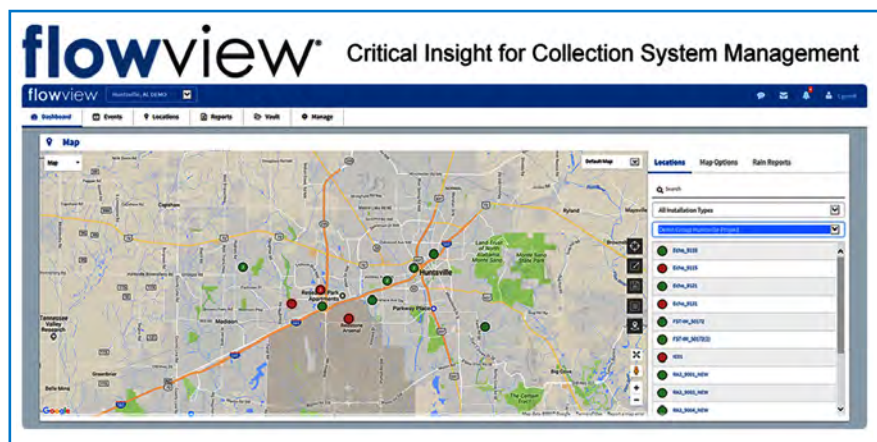
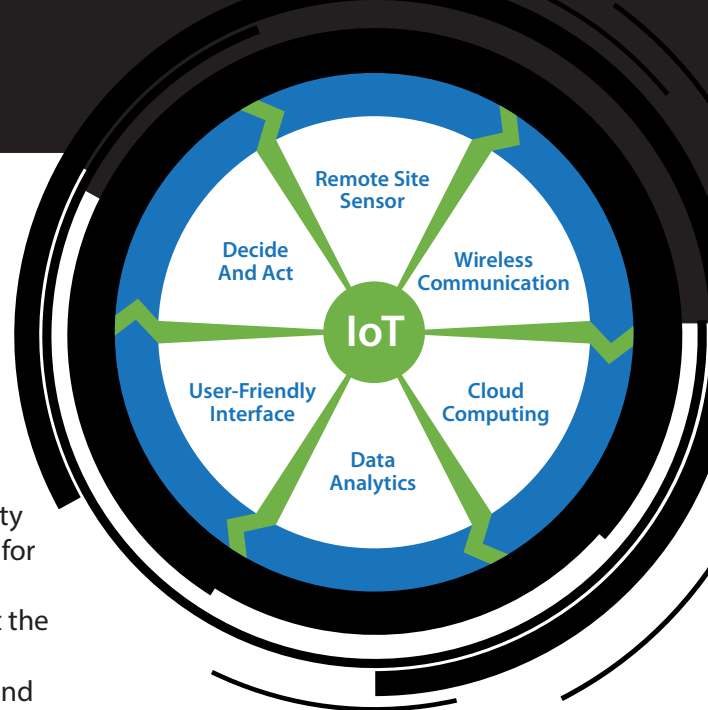
Continuous Visibility into the Collection System

The ADS ECHO is part of the Industrial Internet of Things (IIOT) and monitors critical points where real-time data deliver meaningful value. It takes continuous measurements from remote sites and communicates wirelessly to a cloud-based system, where data is securely hosted. From there software analytics provide users with ongoing visibility into their water systems and drive decisions.

FlowView: The Window into the Collection System

FlowView is comprehensive, cloud-based software providing visibility into the collection system. It provides users with the tools necessary for superior asset and operational management.

- Dashboard tools for real-time operational intelligence throughout the collection system
- Intuitive, insightful data analytics monitor network performance and assess the collection system



System Map

- Map-based interface showing complete monitoring network and color-coded alarm status
- Quick access to site information including alarm acknowledgment
- Geographic Information System (GIS) layers and map-based rainfall reports
- Single click link to individual sites

Configurable Dashboard

FlowView's Dashboard provides an overview of the monitor network. Drop down filters enable fast refinement of information.



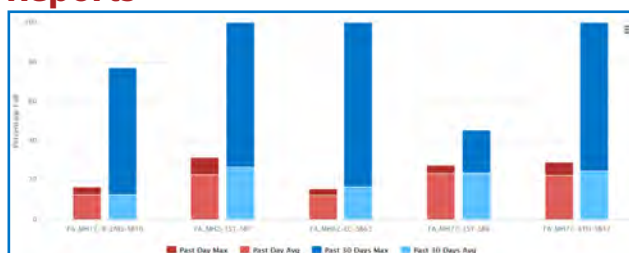
Alarm Summary

Battery Status

Communication Status

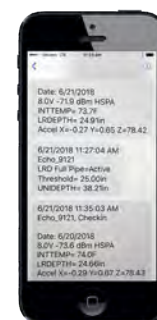
Network Notification Summary

Reports



Generate reports and charts such as average water level

FlowView has dozens of standard, customizable reports and enables the viewing of key information through Excel, .csv, and .htm outputs.



Alarms and Notifications

Users are notified of rain events, level abnormalities, data anomalies, and monitor status via email or text message.

ECHO™ System Overview

SPECIFICATIONS:

System: dual measurement sensors (ultrasonic and pressure), tilt alarm, battery powered, wireless communication

Software: cloud based with data storage, dashboard, analytics and reports

Communications: 3G/4G LTE-M

Submersible

Manufacturing Quality Standard: ISO-9001

Intrinsically Safe: CE, CSA, ATEX and IECEx certifications

ECHO SYSTEM COMPONENTS:



INSTALLATION OPTIONS:

ECHO with Tension Bar Installation



The ADS ECHO installs quickly making it easy to move from one location to another.

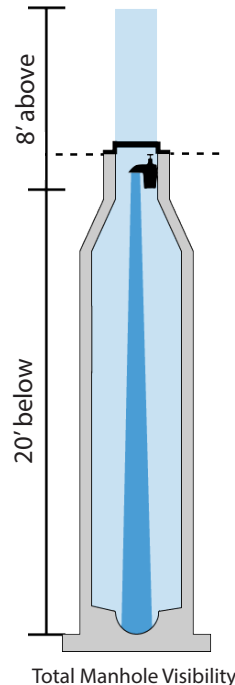
Wall Mount Bracket & Bar



Adjustable Tension Bar



The ECHO Difference Means New Standards in Performance:



- **Total manhole visibility** – with more than 28 feet of measurement range, users have the information necessary to drive action
- **High quality data** – a fixed, in-place sensor assures consistent, accurate data with false alarms and data errors being eliminated
- **New LTE-M communications** enable secure antenna installation within the manhole with no drilling, allowing for very fast setups at many installations
- **Detect and identify blockages** days or weeks in advance
- **Multiple intrinsic safety certifications** set the ADS ECHO apart with an intense focus on safety
- **Two-year warranty** provides further assurance to the most reliable monitor in the wastewater marketplace
- **Four water level alarms** with auto-reset after the threat has passed

TAILORED, AFFORDABLE PURCHASE PROGRAMS

Purchase

The ADS ECHO can be purchased with options for added software and services. Every ECHO comes with a two-year product warranty.

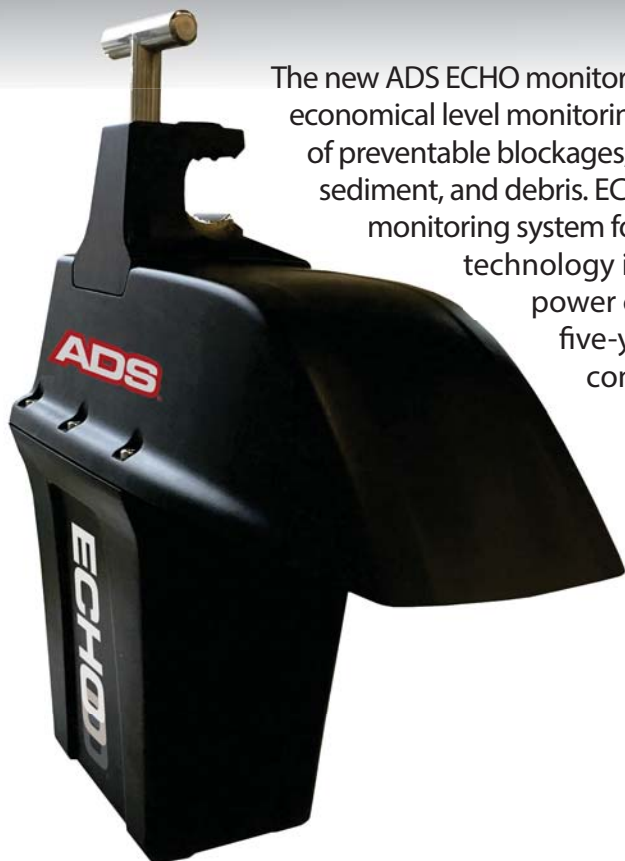
D-Site Equipment Leasing and System Maintenance

ADS cares for your monitoring network including equipment, software, and onsite maintenance through one low monthly fee.

D-Site+: D-Site Equipment Leasing Plus Expert Data Analysis

D-Site+ provides the same base leasing package as D-Site and adds expert data analysis for a true full service offering.

ADS LEVEL MONITOR



The new ADS ECHO monitor provides utilities with an economical level monitoring solution to provide early warning of preventable blockages, such as FOGs, root intrusion, silt/sediment, and debris. ECHO is a cost effective, easy-to-use monitoring system for overflow prevention. ECHO technology is designed for ultra low power consumption, yielding up to a five-year battery life based on modem configuration.

- Continuous collection system monitoring, from the earliest detection of blockages to overflow notification
- Deploy a fleet of dozens or hundreds of level monitors with the flexibility to move units to multiple locations, such as problem sites where overflows occur or areas that require regular cleaning and maintenance
- Easy installation in less than 10 minutes with no manhole descent required
- Intrinsically safe for use in hazardous areas

Mounting Options

Installation Bar



Wall-Mount Bar

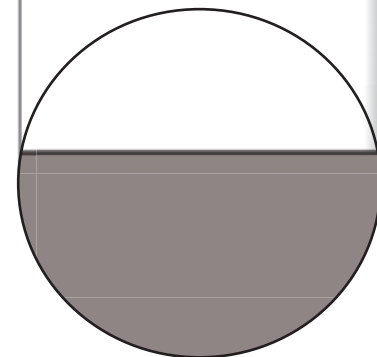


ECHO with installation bar attached



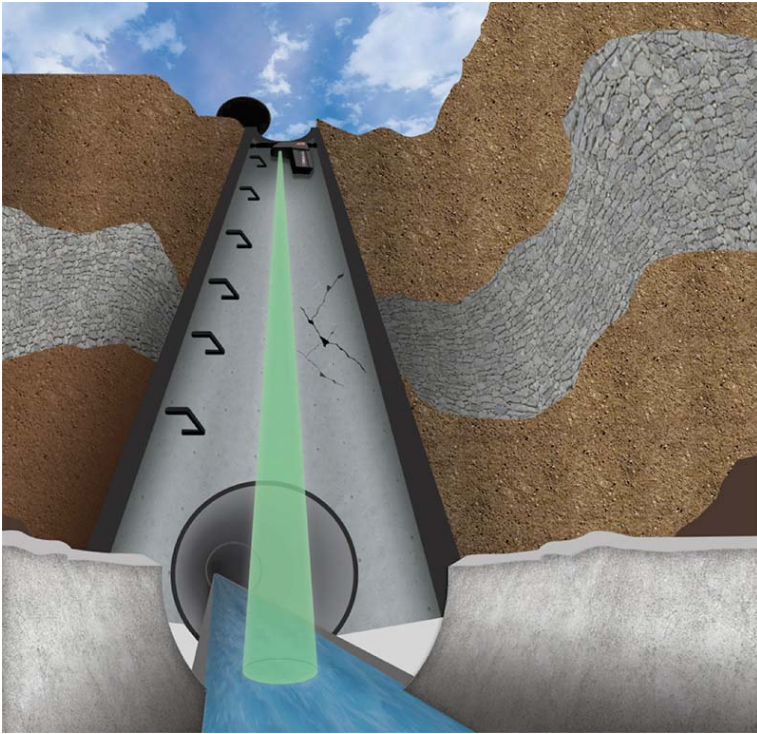
ECHO with installation bar mounted on manhole frame

ECHO™



Typical Manhole Installation

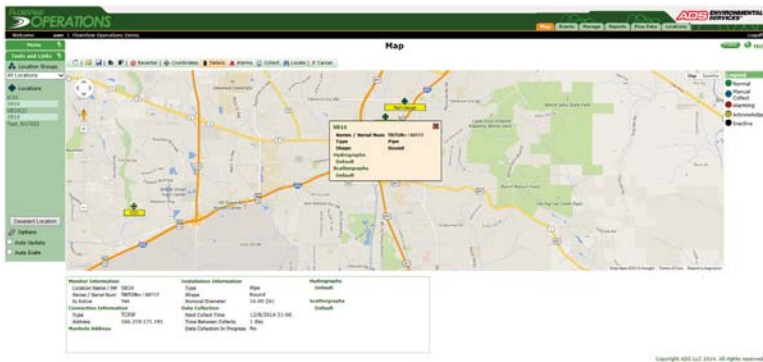
The ECHO features ultrasonic sensing technology with advanced digital signal processing. A single high-power transducer housed inside a tuned parabolic reflector reliably reads up to 20 feet (6.1m).



Applications

The ADS ECHO monitor is designed for use in many applications, including:

- Comprehensive Sewer Performance Monitoring
- Early warning and notification of sewer blockages and impending overflows
- Combined Sewer Overflow (CSO) monitoring
- Sanitary Sewer Overflow (SSO) monitoring
- Sewer Capacity Studies



FlowView Software Interface

The intuitive, graphical interface replicates client system maps for quick identification of system assets and provides drill-down functionality.

Specifications

Enclosure

Single piece, injection-molded, glass-filled polycarbonate meeting IP68 standards. Measuring sensor is an integral part of the monitor enclosure.

Weight (including battery)

11.5 pounds (5.21kg)

Dimensions

6 inches (152 mm) wide x 17 inches (432 mm) high x 15 inches (380 mm) long

Operating Temperature

-4 to 140 degrees F (-20 to 60 degrees C)

Mounting

Mounts to an expandable bar which requires no tools for installation or manhole descent. Optional wall mount hardware is available.

Measurement Detail

ULTRASONIC Sensor

Dead Band: 0.00 inches (0 mm)

Range: 0.00 inches from the bottom of the sensor housing to 240 inches (6.1m)

Resolution: 0.01 inches (0.25 mm)

Accuracy: 0.25% of the sensor range measurement or 0.13" (3.2 mm); whichever is greater, in a homogeneous temperature air column

Drift: 0.00 inches (0 mm)

Temperature Compensation: Actual sensor temperature is used in combination with the seasonal manhole temperature to obtain the best depth accuracy and precision

PRESSURE Sensor

Overflow Detection: A sealed gauge pressure sensor detects when surcharge depths exceed the depth of the manhole causing the monitor to initiate an alarm notification. Begins measuring when flow depths reach the bottom of the parabolic reflector and can measure depths up to 100 inches (2540 mm) above the sensor.

Data Storage

At a 5-minute Sample Rate:

3,784,704 bytes, 630,784 storage locations

Approximately 540 days for three stored entities

Clock

Battery-backed real-time clock module (synchronized to the nearest cell tower)

Power

Replaceable 9V 60Ah alkaline battery pack with up to 5-years battery life depending on modem configuration

Communications

Cellular Modem: Third-party, FCC/IC/EC and carrier approved, global coverage, commercial UMTA/HSPA+/GSM modem.

FCC ID: R17HE910.

Local: On-Site, local wireless connection (Bluetooth® technology)

Antenna

SMA connector on enclosure housing supports external antenna provided by ADS or customer. Antenna may be installed in or outside the manhole depending on wireless signal strength in the area.

Firmware Upgrades

Remotely via wireless connection or locally using on-site wireless connection

Diagnostics

Two primary options for monitoring and acting on diagnostic information:

- Daily Check-In messages delivered automatically to user via text message or email that provide battery status and wireless signal strength as well as additional diagnostic information through an email attachment
- Direct Call to the monitor through ADS Qstart™ software for reading the latest monitor status and test firing the ultrasonic sensor

Intrinsically Safe

US – IECEx Ex ia IIB T3 (152 C) Ga equivalent to North American Class I, Division 1, Groups C&D

CANADA – CSA Ex ia IIB T3 (152 C) Ga. Class I, Div 1, Grp C, DT3 (152C)

EU and rest of world – ATEX and IECEx Ex ia IIB T3 (152 C) Ga



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Toll Free: 1.800.633.7246, www.adsenv.com

Brentwood City Commission Agenda

Meeting Date: 07/27/2020

Resolution 2020-69 - Fundraising Agreement with Rotary Club & Rotary Club Charitable Foundation for Inclusive Playground Project

Submitted by: Kirk Bednar, Administration

Department: Administration

Information

Subject

Resolution 2020-69 - Fundraising Agreement with Rotary Club of Brentwood and Brentwood Rotary Club Charitable Foundation for Inclusive Playground Project.

Background

Several months ago, the leadership of the Rotary Club of Brentwood approached the City with a proposal to partner together on a fundraising effort towards the development of inclusive playground facilities in the City's park system. After further discussion, it was agreed that Granny White Park would be the location of the first inclusive playground project, with Crockett Park identified as the location for a potential second playground to be developed later. The City's FY 2021 Capital Projects Fund budget includes funding for initial planning and preliminary engineering efforts for the first playground, with construction funding currently programmed in FY 2022.

The City's adopted policy related to third-party sponsorship solicitation requires that an agreement be in place between the City and the entity intending to raise funds for a City project. The attached proposed agreement incorporates both the Rotary Club of Brentwood and the Brentwood Rotary Club Charitable Foundation, which is the designated charitable affiliate of the Rotary Club. The primary terms of this agreement include the following:

1. The Club is authorized to solicit sponsorships for the City's planned playground project in accordance with the City's sponsorship program.
2. Sponsorships will require advance approval by the City Manager.
3. The Club may develop a sponsorship website with links to the City's website, and the City may include links on its website to the Club's sponsorship website.
4. All sponsorship promotional materials developed by the Club shall be approved by the City.
5. The Club will have one representative on an ad-hoc citizen committee intended to be formed to assist in planning/design of the playground.
6. The City may independently seek or accept sponsorships for the project, but agrees to coordinate and communicate with the Club on any such efforts.

7. Sponsorship funds will be accepted by the Club's Charitable Foundation and transferred to the City no later than 30 days prior to the scheduled award of a construction contract.
8. The Club and Foundation will keep appropriate financial records related to the sponsorship efforts and provide quarterly reports to the City.
9. If the Club raises at least \$100,000 in sponsorships, then the Club will be appropriately recognized at a prominent location at the playground. In addition, the City and Club will work together to develop a tiered recognition program for individual donors/sponsors contributing in excess of \$1,000 each.

Nothing in in this agreement obligates the City to a future expenditure of City funds. Any future City funding is subject to the normal annual budgeting process.

Staff Recommendation

Staff recommends approval of the attached resolution and agreement.

Fiscal Impact

Amount : N/A

Source of Funds:

Account Number:

Fiscal Impact:

No expenditure of City funds is anticipated as a result of this agreement.

Attachments

Resolution 2020-69
Agreement

RESOLUTION 2020-69

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD, THE ROTARY CLUB OF BRENTWOOD, AND THE BRENTWOOD ROTARY CLUB CHARITABLE FOUNDATION, A TENNESSEE NONPROFIT CORPORATION, FOR FUNDRAISING ACTIVITIES FOR INCLUSIVE PLAYGROUND PROJECT, 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, Tennessee, the Rotary Club of Brentwood, and the Brentwood Rotary Club Charitable Foundation, a Tennessee Nonprofit Corporation, for fundraising activities for inclusive playground project, 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

**AGREEMENT BETWEEN CITY OF BRENTWOOD, TENNESSEE
AND ROTARY CLUB OF BRENTWOOD
FOR FUNDRAISING ACTIVITIES**

COB Contract No. 2020-018

This Agreement ("Agreement") is entered into on the 30th day of June, 2020, by and between the City of Brentwood, Tennessee (the "City"), The Rotary Club of Brentwood, Tennessee ("Rotary Club"), and Brentwood Rotary Club Charitable Foundation ("BRCCF"), a Tennessee nonprofit corporation.

WHEREAS, the City desires to develop inclusive playgrounds ("The Playgrounds") in various parks owned by the City; and

WHEREAS, the Playgrounds will consist of equipment to provide a safe place where children of all abilities can play together and will be developmentally appropriate for children with differing physical abilities; and

WHEREAS, the City has previously developed a Sponsorship Program to provide guidelines for public facilities and improvements eligible for sponsorships and how the City may receive private contributions of funds or in-kind services for certain projects; and

WHEREAS, the Rotary Club wishes to assist the City in fundraising and identifying potential sponsors and sponsorships for the development of Playgrounds in parks owned by the City.

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

1. Rotary Club shall solicit sponsorships for development of the Playgrounds. The solicitation and acceptance of such sponsorships 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. Rotary Club acknowledges that sponsorships require the advance approval of the City Manager or his designee. Sponsorships requiring a written agreement under the Sponsorship Program will not be agreed to by Rotary Club or accepted by BRCCF until such agreement is in place.
3. Rotary Club may develop a website and/or may use its existing website and/or social media accounts to promote the solicitation of sponsorships for the Playgrounds. Such website(s) may provide a link to the City's website. Upon Rotary Club's request, the City shall provide one or more links to the portion of Rotary Club's website dedicated to the solicitation of sponsorships for the Playgrounds.
4. All promotional materials developed by Rotary Club for soliciting sponsorships for The Playgrounds, including any event invitations and media releases, shall be forwarded to the City's representative for the City's prior approval.

5. Rotary Club, BRCCF, and the City acknowledge that the City will be responsible for the acquisition of any materials or services necessary for the development of the Playgrounds, and that the City will be responsible for any competitive bidding necessary required for the same.
6. The City intends to create an ad-hoc citizen committee to provide input on design of the Playgrounds. The Rotary Club shall appoint one of its members to be on this committee. Final decisions related to playground design, project schedule, and project budget shall be made by the City.
7. Nothing in this agreement obligates the City to a future expenditure of City funds. The expenditure of City funds toward design and construction of the Playgrounds is subject to the City's annual budgeting process.
8. Rotary Club and BRCCF acknowledge that the City may, independently and without Rotary Club's or BRCCF's involvement, seek or accept funds or in-kind services toward sponsorships of The Playgrounds. Provided, however, the City agrees to keep Rotary Club and BRCCF informed as to any sponsorships or sponsorship commitments received by the City without the involvement of Rotary Club or BRCCF, as well as any sponsorship requests made by the City or any sponsorship offers received by the City.
9. BRCCF may accept monetary contributions intended for sponsorships but shall transfer such contributions to the City no later than 30 days prior to the City's execution of any construction contract for the Playgrounds. BRCCF will transfer subsequent contributions to the City no less than quarterly.
10. Beginning June 1, 2020, and at least once every quarter thereafter while this Agreement is in effect, BRCCF shall provide a report to the City's representative detailing sponsorships received thus far, sponsorships not yet received but for which commitments have been made, and activities and efforts carried out or planned by Rotary Club to solicit additional sponsorships.
11. BRCCF shall maintain complete and accurate financial records relating to the solicitation and acceptance of sponsorships 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 BRCCF and shall be open to City inspection and audit following reasonable notification by the City.
12. At one or more events celebrating the installation of the Playgrounds, the City shall recognize the efforts made by Rotary Club in conjunction with its responsibilities under this Agreement. If Rotary Club succeeds in raising at least \$100,000 toward the Playgrounds, the City shall place a sign at a prominent location at the Playgrounds recognizing Rotary Club's efforts. In addition, the City and Rotary Club agree to work together to develop a tiered recognition program for any individual donors or sponsors contributing in excess of \$1,000.

13. Neither Rotary Club nor BRCCF may assign this Agreement or subcontract any part thereof without the prior written consent of the City.
14. Rotary Club and BRCCF shall observe and comply with all federal, state and local laws and regulations pertaining to its activities under this Agreement.
15. Communications by and to the City, Rotary Club, and BRCCF under this agreement shall be sent by and to their designated representatives. The City's designated representative is City Manager Kirk Bednar. Rotary Club's designated representative is Sarah Johnson. BRCCF's designated representative is Larry Kain. The representatives designated in this section shall provide contact information to each other for receiving communications. By written notification, the City, Rotary Club, or BRCCF may designate alternate representatives.
16. 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.
17. 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.
18. 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.
19. The signers of this Agreement for Rotary Club and BRCCF hereby represent and warrant that they have full authority to execute this Agreement on behalf of Rotary Club or BRCCF.
20. 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.
21. 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, Rotary Club and BRCCF 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 and transfer such payments to the City as required herein, unless the sponsor agrees to pay the City directly.

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

CITY OF BRENTWOOD, TENNESSEE

By _____
Rhea E. Little, III
Mayor

Approved by Resolution 2020-__

ROTARY CLUB OF BRENTWOOD

By Sarah E. Johnson
Sarah Johnson
President

**BRENTWOOD ROTARY CLUB
CHARITABLE FOUNDATION**

By Larry Kain
Larry Kain
President

Brentwood City Commission Agenda

Meeting Date: 07/27/2020

Resolution 2020-70 - Authorizing Renewal of an Agreement with EBSCO Publishing, Inc

Submitted by: Susan Earl, Library

Department: Library

Information

Subject

Resolution 2020-70 - Authorizing Renewal of an Agreement with EBSCO Publishing, Inc

Background

The John P. Holt Brentwood Library utilizes EBSCO Publishing, Inc. for five products:

1. Consumer Health Complete
2. ConsumerReports.org
3. Novelist K-8 Plus
4. Novelist Plus, and
5. Novelist Select

Consumer Health Complete provides content covering all key areas of health and wellness, from mainstream medicine to the many perspectives of complementary and holistic medicine. ConsumerReports.org offers unbiased ratings and reviews for 9000+ products and services. Novelist K-8 Plus helps kids find books that are just right for their reading level and interests. Parents, teachers, and librarians can also find tools to teach with books and engage young readers. Novelist Plus is a trusted source of expert read-alike recommendations for adult readers. Novelist Select is a comprehensive catalog enrichment service which adds reading recommendations directly to your records, turning your existing catalog into a place for book discovery. A catalog which incorporates Novelist Select displays several favorite reader features, including reviews, series information, read-alike recommendations and more. These EBSCO products have been accessed a total of 23,624 times in the last year.

The contract for EBSCO must be renewed annually, and it requires City Commission approval since it exceeds \$10,000.

Staff Recommendation

Staff requests approval of the attached resolution authorizing the renewal agreement with EBSCO.

Fiscal Impact

Amount : \$15,342.00

Source of Funds: Library Operating Budget

Account Number: 110-44800-82331

Fiscal Impact:

Funds are available in the adopted FY 2021 Library operating budget.

Attachments

Resolution 2020-70

Contract No. 2020-062

EBSCO Renewal

RESOLUTION 2020-70

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND EBSCO PUBLISHING, INC. FOR MATERIALS AND ELECTRONIC RESOURCES AT THE JOHN P. HOLT BRENTWOOD LIBRARY, 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 a license agreement by and between the City of Brentwood and EBSCO Publishing, Inc. for materials and resources at the John P. Holt Brentwood Library, 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

EBSCO LICENSE AGREEMENT
COB Contract #: 2020-062

By using the services available at this site or by making the services available to Authorized Users, the Authorized Users and the Licensee agree to comply with the following terms and conditions (the "Agreement"). For purposes of this Agreement, "EBSCO" is EBSCO Publishing, Inc.; the "Licensee" is the entity or institution that makes available databases and services offered by EBSCO; the "Sites" are the Internet websites offered or operated by Licensee from which Authorized Users can obtain access to EBSCO's Databases and Services; and the "Authorized User(s)" are employees, students, registered patrons, walk-in patrons, or other persons affiliated with Licensee or otherwise permitted to use Licensee's facilities and authorized by Licensee to access Databases or Services. "Authorized User(s)" do not include alumni of the Licensee. "Services" shall mean EBSCOhost, EBSCOhost *Integrated Search*, EBSCO *Discovery Service*, EBSCO eBooks, Flipster and related products to which Licensee has purchased access or a subscription. "Services" shall also include audiobooks and eBooks to which a Licensee has purchased access or a subscription and periodicals to which Licensee has purchased a subscription. "Databases" shall mean the products made available by EBSCO. EBSCO disclaims any liability for the accuracy, completeness or functionality of any material contained herein, referred to, or linked to. Publication of the servicing information in this content does not imply approval of the manufacturers of the products covered. EBSCO assumes no responsibility for errors or omissions nor any liability for damages from use of the information contained herein. Persons engaging in the procedures included herein do so entirely at their own risk.

I. LICENSE

A. EBSCO hereby grants to the Licensee a nontransferable and non-exclusive right to use the Databases and Services made available by EBSCO according to the terms and conditions of this Agreement. The Databases and Services made available to Authorized Users are the subject of copyright protection, and the original copyright owner (EBSCO or its licensors) retains the ownership of the Databases and Services and all portions thereof. EBSCO does not transfer any ownership, and the Licensee and Sites may not reproduce, distribute, display, modify, transfer or transmit, in any form, or by any means, any Database or Service or any portion thereof without the prior written consent of EBSCO, except as specifically authorized in this Agreement.

B. The Licensee is authorized to provide on-site access through the Sites to the Databases and Services to any Authorized User. The Licensee may not post passwords to the Databases or Services on any publicly indexed websites. The Licensee and Sites are authorized to provide remote access to the Databases and Services only to their patrons as long as security procedures are undertaken that will prevent remote access by institutions, employees at non-subscribing institutions or individuals, that are not parties to this Agreement who are not expressly and specifically granted access by EBSCO. For the avoidance of doubt, if Licensee provides remote access to individuals on a broader scale than was contemplated at the inception of this Agreement then EBSCO may hold the Licensee in breach and suspend access to the Database(s) or Services. **Remote access to the Databases or Services is permitted to patrons of subscribing institutions accessing from remote locations for personal, non-commercial use. However, remote access to the Databases or Services from non-subscribing institutions is not allowed if the purpose of the use is for commercial gain through cost reduction or avoidance for a non-subscribing institution.**

C. Licensee and Authorized Users agree to abide by the Copyright Act of 1976 as well as by any contractual restrictions, copyright restrictions, or other restrictions provided by publishers and specified in the Databases or Services. Pursuant to these terms and conditions, the Licensee and Authorized Users may download or print limited copies of citations, abstracts, full text or portions thereof, provided the information is used solely in accordance with copyright law. Licensee and Authorized Users may not publish the information. Licensee and Authorized Users shall not use the Database or Services as a component of or the basis of any other publication prepared for sale and will neither duplicate nor alter

the Databases or Services or any of the content therein in any manner, nor use same for sale or distribution. Licensee and Authorized Users may create printouts of materials retrieved through the Databases or Services online printing, offline printing, facsimile or electronic mail. All reproduction and distribution of such printouts, and all downloading and electronic storage of materials retrieved through the Databases or Services shall be for internal or personal use. Downloading all or parts of the Databases or Services in a systematic or regular manner so as to create a collection of materials comprising all or part of the Databases or Services is strictly prohibited whether or not such collection is in electronic or print form. Notwithstanding the above restrictions, this paragraph shall not restrict the use of the materials under the doctrine of "fair use" as defined under the laws of the United States. Publishers may impose their own conditions of use applicable only to their content. Such conditions of use shall be displayed on the computer screen displays associated with such content. The Licensee shall take all reasonable precautions to limit the usage of the Databases or Services to those specifically authorized by this Agreement.

D. Authorized Sites may be added or deleted from this Agreement as mutually agreed upon by EBSCO and Licensee

E. Licensee agrees to comply with the Copyright Act of 1976, and, to the extent permitted by Tennessee law, agrees to indemnify EBSCO against any actions by Licensee that are not consistent with the Copyright Act of 1976.

F. The computer software utilized via EBSCO's Databases and Service(s) is protected by copyright law and international treaties. Unauthorized reproduction or distribution of this software, or any portion of it, is not allowed. User shall not reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the software, or create derivative works from the software.

G. The Databases are not intended to replace Licensee's existing subscriptions to content available in the Databases.

H. Licensee agrees not to include any advertising in the Databases or Services.

II. LIMITED WARRANTY AND LIMITATION OF LIABILITY

A. EBSCO and its licensors disclaim all warranties, express or implied, including, but not limited to, warranties of merchantability, noninfringement, or fitness for a particular purpose. Neither EBSCO nor its licensors assume or authorize any other person to assume for EBSCO or its licensors any other liability in connection with the licensing of the Databases or the Services under this Agreement and/or its use thereof by the Licensee and Sites or Authorized Users.

B. THE MAXIMUM LIABILITY OF EBSCO AND ITS LICENSORS, IF ANY, UNDER THIS AGREEMENT, OR ARISING OUT OF ANY CLAIM RELATED TO THE PRODUCTS, FOR DIRECT DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT OF FEES RECEIVED BY EBSCO FROM LICENSEE HEREUNDER UP TO THE TIME THE CAUSE OF ACTION GIVING RISE TO SUCH LIABILITY OCCURRED. IN NO EVENT SHALL EBSCO OR ITS LICENSORS BE LIABLE TO LICENSEE OR ANY AUTHORIZED USER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES RELATED TO THE USE OF THE DATABASES OR SERVICES OR TO THESE TERMS AND CONDITIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. Licensee is responsible for maintaining a valid license to the third party resources configured to be used via the Services (if applicable). EBSCO disclaims any responsibility or liability for a Licensee accessing the third party resources without proper authorization.

D. EBSCO is not responsible if the third party resources accessible via the Services fail to operate properly or if the third party resources accessible via the Services cause issues for the Licensee. While EBSCO will make best efforts to help troubleshoot problems, Licensee acknowledges that certain aspects

of functionality may be dependent on third party resource providers who may need to be contacted directly for resolution.

III. PRICE AND PAYMENT

A. License fees have been agreed upon by EBSCO and the Licensee, and include all retrospective issues of the Product(s) as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to EBSCO or its assignee. Payments are due upon receipt of invoice(s) and will be deemed delinquent if not received within thirty (30) days. Failure or delay in rendering payments due EBSCO under this Agreement will, at EBSCO's option, constitute material breach of this Agreement. If changes are made resulting in amendments to the listing of authorized Sites, Databases, Services and pricing identified in this Agreement, pro rata adjustments of the contracted price will be calculated by EBSCO and invoiced to the Licensee and/or Sites accordingly as of the date of any such changes. Payment will be due upon receipt of any additional pro rata invoices and will be deemed delinquent if not received within thirty (30) days of the invoice dates.

B. [deleted]

IV. TERMINATION

A. In the event of a breach of any of its obligations under this Agreement, Licensee shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from EBSCO. Within the period of such notice, Licensee shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Licensee fails to remedy such a breach within the period of thirty (30) days, EBSCO may (at its option) terminate this Agreement upon written notice to the Licensee.

B. If EBSCO becomes aware of a material breach of Licensee's obligations under this Agreement or a breach by Licensee or Authorized Users of the rights of EBSCO or its licensors or an infringement on the rights of EBSCO or its licensors, then EBSCO will notify the Licensee immediately in writing and shall have the right to temporarily suspend the Licensee's access to the Databases or Services. Licensee shall be given the opportunity to remedy the breach or infringement within thirty (30) days following receipt of written notice from EBSCO. Once the breach or infringement has been remedied or the offending activity halted, EBSCO shall reinstate access to the Databases or Services. If the Licensee does not satisfactorily remedy the offending activity within thirty (30) days, EBSCO may terminate this Agreement upon written notice to the Licensee.

C. The provisions set forth in Sections I, II and V of this Agreement shall survive the term of this Agreement and shall continue in force into perpetuity.

V. NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT

EBSCO has appointed an agent to receive notifications of claims of copyright infringement regarding materials available or accessible on, through, or in connection with our services. Any person authorized to act for a copyright owner may notify us of such claims by contacting the following agent: Kim Stam, EBSCO Publishing, 10 Estes Street, Ipswich, MA 01938; phone: 978-356-6500, fax: 978-356-5191; email: kstam@ebSCO.com. In contacting this agent, the contacting person must provide all relevant information, including the elements of notification set forth in 17 U.S.C. 512.

VI. GENERAL

A. Neither EBSCO nor its licensors will be liable or deemed to be in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authority, rain, fire, flood, accidents, earthquake(s), strikes or labor shortages, transportation facilities shortages or failures of equipment, or failures of the Internet.

B. This Agreement and the license granted herein may not be assigned by the Licensee to any third party without written consent of EBSCO.

C. If any term or condition of this Agreement is found by a court of competent jurisdiction or administrative agency to be invalid or unenforceable, the remaining terms and conditions thereof shall remain in full force and effect so long as a valid Agreement is in effect.

D. If the Licensee and/or Sites use purchase orders in conjunction with this Agreement, then the Licensee and/or Sites agree that the following statement is hereby automatically made part of such purchase orders: "The terms and conditions set forth in the EBSCO License Agreement are made part of this purchase order and are in lieu of all terms and conditions, express or implied, in this purchase order, including any renewals hereof."

E. This Agreement and our [Privacy Policy](#) represent the entire agreement and understanding of the parties with respect to the subject matter hereof and supersede any and all prior agreements and understandings, written and/or oral. There are no representations, warranties, promises, covenants or undertakings, except as described in this Agreement and our [Privacy Policy](#).

F. EBSCO grants to the Licensee a non-transferable right to utilize any IP addresses provided by EBSCO to Licensee to be used with the Services. EBSCO does not transfer any ownership of the IP addresses it provides to Licensee. In the event of termination of the Licensee's license to the Services, the Licensee's right to utilize such IP addresses will cease.

G. All information that EBSCO collects when Licensee accesses, uses, or provides access to, the Databases and Services is subject to EBSCO's [Privacy Policy](#), which is incorporated herein by reference. By accessing or using the Databases and/or Services, you consent to all actions taken by EBSCO with respect to your information in compliance with the [Privacy Policy](#).

DATA PROCESSING ADDENDUM

This Data Processing Addendum (the "**Addendum**") is by and between EBSCO Publishing, Inc. ("**Service Provider**") and Data Controller ("**Customer**"). This Addendum is being entered into in connection with and subject to the terms and conditions contained in the License Agreement between Service Provider and Customer (the "**Agreement**"). All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

1. Definitions

- a. "**Data Protection Legislation**" means the General Data Protection Regulation 2016/679, the European Directive 2002/58/EC, and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them.
- b. "**data processor**", "**data controller**", "**data subject**", "**personal data**", "**processing**" and "**appropriate technical and organisational measures**" shall be interpreted in accordance with applicable Data Protection Legislation; and
- c. "**Services**" shall have the meaning set forth in the Agreement (as applicable).

2. Data Protection

- a. The provisions of this Section 1 shall apply to the personal data the Service Provider processes in the course of providing Customer the Services. Service Provider is the data processor in relation to the personal data that it processes in the course of providing Services to Customer. Customer is the data controller in relation to the personal data that it processed by data processor on its behalf in the course of providing Services to Customer.
- b. The subject matter of the data processing is providing the Services and the processing will be carried out until Service Provider ceases to provide any Services to Customer. Annex 1 of this Addendum sets out the nature and purpose of the processing, the types

of personal data Service Provider processes and the data subjects whose personal data is processed.

- c. When the Service Provider processes personal data in the course of providing Services to you, Service Provider will:
 - i. process the personal data only in accordance with documented instructions from Customer (as set forth in this Addendum or the Agreement or as directed by Customer). If applicable law requires Service Provider to process the personal data for any other purpose, Service Provider will inform Customer of this requirement first, unless such law(s) prohibit this;
 - ii. notify Customer promptly if, in Service Provider's opinion, an instruction for the processing of personal data given by Customer infringes applicable Data Protection Legislation;
 - iii. assist Customer, taking into account the nature of the processing:
 - 1. by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights;
 - 2. in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the General Data Protection Regulation, taking into account the information available to Service Provider; and
 - 3. by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the General Data Protection Regulation have been met.
 - iv. implement and maintain appropriate technical and organizational measures to protect the personal data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful processing, accidental loss, destruction, damage or theft of personal data and appropriate to the nature of the personal data which is to be protected;
 - v. in the event of third-party subprocessing that is subject to Data Protection Legislation, (A) inform Customer and obtain its prior written consent (execution of this Addendum shall be deemed as Customer's prior written consent to such third-party subprocessing); (B) provide a list of third-party subprocessors upon Customer's request; and (C) inform Customer of any intended changes to third-party subprocessors, thereby giving Customer the opportunity to object to such changes. Service Provider will not give access to or transfer any personal data to any third party for such third party's independent use (e.g., not directly related to providing the Services) without Customer's prior written consent. If Service Provider provides personal data to third party subprocessors involved in providing the Service, Service Provider will include in its agreement with any such third party subprocessor terms which are at least as favorable to Customer as those contained herein and as are required by applicable Data Protection Legislation;
 - vi. ensure that Service Provider personnel required to access the personal data are subject to a binding duty of confidentiality with regard to such personal data;
 - vii. except as set forth in Section 2.c.v. above or in accordance with documented instructions from Customer (as set forth in this Addendum or the Agreement or as directed by Customer), ensure that none of Service Provider personnel publish, disclose or divulge any personal data to any third party;

- viii. upon expiration or earlier termination of the Agreement, upon Customer's written request, securely destroy or return to you such personal data, and destroy existing copies unless applicable laws require storage of such personal data; and
 - ix. at Service Provider's option, allow Customer and Customer's authorized representatives to either (i) access and review up-to-date attestations, reports or extracts thereof from independent bodies (e.g. external auditors, , data protection auditors) or suitable certifications to ensure compliance with the terms of this Addendum; or (ii) conduct audits or inspections, upon the parties mutual agreement, during the term of the Agreement to ensure compliance with the terms of this Addendum in accordance with this Section c.ix.. Notwithstanding the foregoing, any audit must be conducted during Service Provider's regular business hours, with reasonable advance notice to Service Provider and subject to reasonable confidentiality procedures. In addition, audits shall be limited to once per year.
- d. If Service Provider becomes aware of and confirms any accidental, unauthorized or unlawful destruction, loss, alteration, or disclosure of, or access to Customer's personal data that Service Provider processes in the course of providing the Services (a **"Security Breach"**), Service Provider will notify Customer within forty-eight hours.
 - e. All transfers of personal data from the EEA and Switzerland to the U.S. is covered by Service Provider's Privacy Shield certification. Service Provider agrees to (i) maintain Service Provider's Privacy Shield certification throughout the term of the Agreement, provided Privacy Shield certification remains a valid basis under the Data Protection Legislation for establishing adequate protections in respect of a transfer of personal data outside of the European Economic Area and/or Switzerland or (ii) execute Standard Contractual Clauses in respect of the processing of such personal data. Service Provider will promptly notify Customer if Service Provider ceases to maintain, or anticipates the revocation or withdrawal, or are otherwise challenged by any regulatory authority as to the status of Service Provider's Privacy Shield certification, or if Service Provider makes a determination that it can no longer meet our obligations under Privacy Shield.
 - f. Prior to Service Provider processing personal data to Customer and Customer's users, Customer agrees to obtain a legal basis, which may include consent, for the processing of personal data in connection with the provisioning and use of Services. This Section (f) shall be in accordance with Article 6 of the GDPR or other applicable Data Protection Legislation.

3. MISCELLANEOUS

In the event of any conflict or inconsistency between the provisions of the Agreement and this Addendum, the provisions of this Addendum shall prevail. For avoidance of doubt and to the extent allowed by applicable law, any and all liability under this Addendum will be governed by the relevant provisions of the Agreement, including limitations of liability. Save as specifically modified and amended in this Addendum, all of the terms, provisions and requirements contained in the Agreement shall remain in full force and effect and govern this Addendum. Except as otherwise expressly provided herein, no supplement, modification, or amendment of this Addendum will be binding, unless executed in writing by a duly authorized representative of each party to this Addendum. If any provision of the Addendum is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Addendum shall remain operative and binding on the parties.

ANNEX 1: DETAILS OF PROCESSING OF COMPANY PERSONAL DATA

This Annex 1 includes certain details of the Processing of Company Personal Data as required by Article 28(3) GDPR.

Subject matter and duration of the Processing of Company Personal Data

Subject to Agreement, Service Provider will provide the Services for the duration of the Agreement, unless otherwise agreed upon in writing.

The nature and purpose of the Processing of Company Personal Data

Service Provider will process all personal data governed by this Addendum as necessary to perform the Services pursuant to the Agreement, and as may be further instructed by Customer in its use of the Services.

The types of Company Personal Data to be Processed

Where applicable, as users are voluntarily permitted, but not required, may create a personalized account. Those accounts may collect the following limited personal data:

1. Name;
2. Email Address;
3. Password (in some cases); and
4. Security questions with answers.

The categories of Data Subjects to whom the Company Personal Data relates

Data subjects include Customer's current end-users.

ANNEX 2: DETAILS OF PROCESSING OF COMPANY PERSONAL DATA

Description of the technical and organizational security measures implemented by the Service Provider in accordance with the Addendum:

See attached Security White Paper.

White Paper: Information Security Practices

Introduction

Information Security (IS) is a priority at EBSCO Information Services (EBSCO). Our mission is to incorporate security and risk management practices into our policies, procedures, and day-to-day operations within the organization. This approach enables appropriate diligence to ensure adequate protection of information assets and systems.

EBSCO's IS practices and strategies provide controls at multiple levels of the data lifecycle, from receipt to access, transfer, and destruction.

EBSCO is an international corporation producing products and services for customers across multiple markets. Our approach and tools will accommodate variances in requirements based on market or locale. We are committed to the confidentiality, integrity and availability of our information assets.

Information Security Policies & Management

EBSCO's Information Security Policy stands as the core of our IS program. Policies address security-related topics across the information asset lifecycle: from general policy roles – outsourcing security controls, change management, data classification, data retention and disposal, paper and electronic media, and system configuration requirements – to more specialized policies addressing anti-virus, encryption, backup, logging, and physical security controls. Our policies are developed in conjunction with

the EBSCO Chief Information Officer (CIO) as well as the Legal, EBSCO Information Security and Business Continuity Management teams. The EBSCO IS office is responsible for maintaining all of EBSCO's information security policies, facilitating the development of processes for secure application development and security assessments, and auditing current practices to ensure compliance with policy.

EBSCO's Information Security team

The EBSCO IS team holds specific certifications (ISC2, SANS/GIAC) specializing in Information Systems, Intrusion Analysis / Prevention, Incident Handling, Computer Forensics, in addition to having years of experience working with industry security best practices.

Is responsible for developing a strategy and approach to achieve objectives consistent with EBSCO's desired information security posture. EIS InfoSec is also responsible for developing, facilitating and/or overseeing the information policies, standards, guidelines, strategies and procedures; for conducting risk assessments; for managing incidents, and for providing internal / external reporting.

Lastly, IS constantly evaluates the effectiveness of ongoing security operational processes and monitors compliance for internal and external requirements. As such, a core component of our approach to protecting our information assets is continuous training and awareness of information security policies and procedures across all levels of personnel at EBSCO. As examples, EBSCO continues to mature its practices in the following areas:

- On-boarding education of EBSCO's information security policies and practices
- IS training and awareness based on roles and responsibilities, on handling and securing information assets
- Targeted information security discussion and presentations on security-related topics
- IS team access and membership to information security communities and organizations such as SANS, IAPP, BCI, DRI, etc.
- IS communications to EBSCO's employee population regarding latest threats, practices, guidelines, etc.

Information Asset Protection

EBSCO security policies provide a series of threat prevention and infrastructure management procedures, including the following:

Incident Management

EBSCO has an incident management approach that ensures security issues are handled accordingly. This involves ensuring incident response procedures are followed in order to contain or eradicate any threats or issues, taking due diligence in investigating and reporting the incident, taking appropriate steps to recover from the incident, and, if necessary, taking appropriate steps to escalate issues to senior management, law enforcement, or other key stakeholders. Events that directly impact customers are highest priority.

Post-event assessments are conducted to determine the root cause for events, regardless of threat, to understand if the causes are one-time, or trends, to adjust response or prevent recurrence.

Incident management procedures are exercised based on threat scenarios (e.g., insider threats, phishing, social engineering, software vulnerabilities) as needed to ensure that processes are efficient and stakeholders understand protocol.

Monitoring

EBSCO employs monitoring across its environments with multiple tools (a combination of open source and commercial tools) to identify, track, monitor, and report on pertinent risks, vulnerabilities (e.g., host availability, application response time, security events, etc.) Monitoring tools are set up to provide alarms and notices to EBSCO staff, who review and assess system logs to identify malicious activity. Ongoing analysis across environments helps identify potential threats for escalation to EBSCO IS staff.

Vulnerability Management

The EBSCO IS team scans for security threats using commercial, automated and manual methods. The team is also responsible for tracking and following up on any potential vulnerabilities that might be detected. The team has the capability to scan environments (both internal and external) and is updated on new systems within our environment.

Once EBSCO's Technology and IS teams have identified a vulnerability, it is prioritized according to severity and impact and remediated accordingly. The EBSCO IS team tracks risk and vulnerabilities until remediation.

Malware Prevention, Detection & Remediation

EBSCO uses multiple tools to address malware and phishing risks (e.g., firewalls, anti-virus, backups, automated and manual scanning, end-user awareness). EBSCO's IS team periodically evaluates new technologies to mitigate malware and Advance Persistent Threats (APTs) to stay as protected as possible from these risks.

Network Security

EBSCO employs multiple layers of defense to secure information under our control, including protecting the network perimeter from external attacks – allowing only authorized services and protocols to access EBSCO's systems and services.

EBSCO's network security strategies, among other capabilities, include network segregation (e.g., production vs. testing, DMZ, service delivery vs. corporate).

Application Security

EBSCO employs Next Generation and Application Firewall technologies to mitigate the latest threat and attack vectors such as:

- Zero Day exploits
- Web application attacks (OWASP Top10)
- "Brute Force" and "Low and Slow" attacks
- Content scraping/harvesting
- Phishing/Spear Phishing
- Botnet/SpamBot activity
- Known malicious sources/actors

EBSCO leverages these technologies coupled with commercial threat intelligence feeds to create a comprehensive solution to detect and mitigate targeted application attacks before they have a chance for success.

Logical System Access

EBSCO has controls and practices to protect the security of customer information and employees. EBSCO maintains detailed logical access control security. Group access is used to grant employees access based upon their assigned function and job responsibility.

Each system user is assigned a unique user ID and password, and users are required to enter their current password prior to creating a new password.

Media Disposal

EBSCO utilizes a combination of internal processes and third-party vendors for media disposal. Destruction is based on the information asset classification and retention requirements. Certificates of destruction are collected, as required, from external third parties.

Logging Controls

EBSCO's policies provide that all event logs must be collected and protected from unauthorized access.

The viewing of logs occurs only as required. The logs are further protected by a file integrity monitoring system that alerts the IS department of unauthorized access and modification.

Personnel Controls

EBSCO employees are required to conduct themselves in a manner consistent with the company's guidelines regarding confidentiality, business ethics, appropriate usage, and professional standards.

EBSCO will verify an individual's education and previous employment, and perform internal and external reference checks. Where local laws or statutory regulations permit, EBSCO may also conduct criminal, credit, immigration, and security checks. The extent of background checks is dependent on the desired position.

Upon acceptance of employment at EBSCO, all employees are required to execute a confidentiality agreement that documents the receipt of, and compliance with, EBSCO policies.

At EBSCO, all employees are responsible for information security. As part of this responsibility, they are tasked with communicating security and privacy issues to designated management in Technology, IS, and/or the CIO.

Physical and Environmental Security

EBSCO has policies, procedures, and infrastructure to handle both the physical security of its data centers as well as the environment in which the data centers operate. These include:

Physical Security Controls

EBSCO's data centers employ a variety of physical security measures. The technology and security mechanisms used in these facilities may vary depending on local conditions such as building location and regional risks. The standard physical security controls implemented at EBSCO data centers includes the following:

- electronic card access control systems
- intrusion detectors and alarms
- computer inventory control
- interior and exterior cameras
- 24/7 security guard access

Access to areas where systems, or system components, are installed or stored is segregated from general office and public areas such as lobbies. The cameras and alarms for each of these areas are centrally monitored. Activity records and camera footage are kept for later review, as needed.

Access to all data center facilities is restricted to authorized EBSCO employees, approved visitors, and approved third parties whose job it is to operate the data center. EBSCO maintains a visitor access policy and procedures on approvals for visitors, third parties, and employees who do not normally have access to data center facilities. EBSCO audits who has access to its data centers on a regular basis.

EBSCO restricts access to its data centers based on role.

Environmental Controls

- **Power and Utilities** – EBSCO data centers have redundant electrical power which includes backup generators as well as multiple utility providers, services, and systems. Alternate power supplies provide power until diesel engine backup generators engage and are capable of providing emergency electrical power, at full capacity, as needed, and the redundancy of our multiple oil providers, geographically diverse, allows for continuous operation, if needed.
- **Climate Control** – EBSCO maintains redundant cooling systems to control our data center environments.

- **Fire detection, protection and suppression** – EBSCO fire protection systems include fire alarms, automatic fire detection, and fire suppression systems. Should a fire arise in our data centers, visible and audible alerts are activated and proper response is initiated, which include automated response as well as the use of physical fire extinguishers located throughout our data centers.

Scott Macdonald,
Director, Information Security



10 Estes Street
P.O. Box 682
Ipswich, MA 01938
USA
www.ebsco.com

(978) 356-6500
(800) 653-2726
Fax: (978) 356-5640
information@epnet.com

Product Order Form

CustID:	s5709995
OrderID:	WSR487003
Date:	05/14/2020

Page 1 of 1

Purchasing Customer

THE JOHN P. HOLT BRENTWOOD LIBRARY
8109 CONCORD RD
BRENTWOOD, TN, 37027
USA

Billing Address

THE BRENTWOOD LIBRARY
8109 CONCORD RD
BRENTWOOD, TN, 37027
USA

Contact:

Susan Earl
615-371-0090 x801
susan.earl@brentwoodtn.gov

Your invoice will be sent to:

Susan Earl
susan.earl@brentwoodtn.gov

Product Name	Begin Date	Expire Date	Price
NoveList Renewal with Consumer Health Complete and ConsumerReports.org			\$15,342.00
Consumer Health Complete	07/01/2020	06/30/2021	
ConsumerReports.org	07/01/2020	06/30/2021	
NoveList K-8 Plus	07/01/2020	06/30/2021	
NoveList Plus	07/01/2020	06/30/2021	
Novelist Select	07/01/2020	06/30/2021	
Consumer Health Reference Center eBook Subscription	07/01/2020	06/30/2021	Comp

Total: \$15,342.00

The above excludes all applicable tax

Currency: US Dollar

Price represented is the cash discounted price for payments received by check or electronic payment. If paying by a method other than check or electronic payment, please inquire for non cash discounted pricing. Payment due upon receipt of invoice. Interest of 1 percent per month charged for payment received later than 30 days after invoice date. eBooks and eAudiobooks ordered are non-returnable and non-refundable.

Terms and Conditions

Customer agrees to terms and conditions of the appropriate license agreement for usage of purchased access or subscription to electronic databases, econtent and services. If ordering ebooks or audiobooks, customer also agrees to the terms and conditions of the Library eContent Agreement.

Authorized Signature:

Date:

Print Name:

Title:

Please sign, scan and email this form to: LEAH GRIFFIN at lgriffin@ebsco.com

Thank you for your business!

If unable to scan, please fax to: 978-356-5640

Brentwood City Commission Agenda

Meeting Date: 07/27/2020

Authorization to Purchase Dash Cameras and Related Software for Fire Apparatus

Submitted by: Brian Goss, Fire & Rescue

Department: Fire & Rescue

Information

Subject

Authorization to Purchase Dash Cameras and Related Software for Fire Apparatus

Background

The Fire & Rescue Department began exploring the use of dash-mounted cameras in apparatus in 2018. This came about as a recommendation from the Police Department. Similar to their use in patrol cars, dash cameras can be utilized to capture footage that can prove valuable from a training perspective while at the same time enhancing transparency and accountability.

Video evidence can also be utilized to help protect both the vehicle operator and the City from potential liability. For instance, the Fire & Rescue Department began a trial with various dash camera products between January 2018 and January 2020. Approximately one year ago, Engine 53 was involved in a motor vehicle accident at the intersection of Moores Lane and Mallory Lane. The driver that struck the Engine claimed that she had the green light. However, video pulled from the dash camera being tested at the time showed that Engine 53 entered the intersection on the green light. Once presented with this information, the other party chose not to pursue the matter any further. On two other occasions, citizen complaints regarding apparatus drivers were investigated and found to be without merit based upon dash camera footage.

Given the recommendation from law enforcement as well as our own experiences during the trial period, the Fire & Rescue Department requested, and was granted, funding in the FY 2021 Annual Operating Budget to equip all of our front-line apparatus and vehicles with dash cameras. In working with the IT Department, it was ultimately determined that utilizing the camera product from Utility Associates, Inc. would provide significant cost savings since the electronic infrastructure for this product already exists in our apparatus.

We currently utilize the mobile gateway system provided by Utility for vehicle GPS and tracking services. Therefore, the cameras would be considered an expansion of the existing system already being used by the City and would preclude us from having to purchase all new technology. Since the interface and functionality of the camera system is unique to Utility, it is considered a sole-source product.

Funding was provided in the Annual Operating Budget in the amount of \$6,500 for cameras and hardware, and \$12,600 for software installation, licensing, maintenance, and storage, for a total of \$19,100. The quote provided by Utility, with discounts, totals \$18,850.00

Please contact the Fire Chief with any questions you may have.

Staff Recommendation

Staff recommends authorization to purchase dash cameras and related software for fire apparatus from Utility in the amount of \$18,850.

Fiscal Impact

Amount : \$12,600

Source of Funds: General Fund

Account Number: 110-42200-82605

Fiscal Impact:

Funds are available in the Fire Department's R/M Office Machinery and Equipment line item.

Amount : \$6,250

Source of Funds: General Fund

Account Number: 110-42200-83555

Fiscal Impact:

Funds are available in the Fire Department's Misc. Technology Non-Capital line item.

Attachments

Quote

Sole Source Letter



SALES ESTIMATE

Utility Associates Inc
250 East Ponce De Leon Avenue
Suite 700
Decatur GA 30030
(800) 597-4707
www.utility.com

Customer
Brentwood TN

Date
Sales Quote #

12/26/2019
12605

Expires
Sales Rep
PO #

8/31/2020
Leroux, Christopher

Terms

Net 30

Bill To

Laura Turner
Dan Harrison
City of Brentwood TN
5211 Maryland Way
Brentwood TN 37027

Ship To

Dandrell Epperson
City of Brentwood
5211 Maryland Way
Brentwood TN 37027

Item	Description	Qty	Price Each	Amount
IOTVID-S-4001	AVail Web SaaS and Warranty with 24/7 Technical Support for Rocket IoT (In-Car Video Only) - 1 Year	10	1,680.00	16,800.00
Discount	Discount for Single Camera ICV Use (-25% SaaS)			(4,200.00)
RIOT-FRONT CAM	Rocket IoT front camera and mounting bracket	10	590.00	5,900.00
RIOT-H-6020087RA	RIOT-X Camera Cable- Dark Blue- 6 meters- RJ45 to 10 Pin	10	35.00	350.00
SER-I-5301	Installation of Rocket IoT In-Car Video	10	400.00	4,000.00
DISCOUNT	Discount for Certified Self-Install	10	(400.00)	(4,000.00)

Total \$18,850.00

Chief Brian Goss
Brentwood Fire Department
5211 Maryland Way
Brentwood, TN 37027

Subject: Sole Source Documentation

Dear Chief Goss;

Utility, Inc. is the only company that provides a fully integrated, In Vehicle Camera, AVL, and High-Speed Mobile Data Communications system. All these components are combined to create a powerful stand-alone Critical Incident Management system with the unique capabilities listed below. Agencies normally utilize multiple vendors to provide these same capabilities. The Utility solution folds all these functions seamlessly into our back-end web-based application called Avail Web. It is the only system of its kind and there are no comparable alternatives that meet the specifications set forth in this document. As a result, the Utility solution has met the stringent criteria for sole source procurement by many agencies throughout the United States. In fact, most of our customers (over 200) used sole source as their method of procurement.

The Utility solution consists of the following; (1) Rocket IoT™, our high-speed mobile data communications system, (2) our unique Android based, and (3) Avail Web™, our web-based critical incident management, video evidence management, redaction and AVL system.

The Utility system offers the following unique capabilities to your agency:

- **Critical Incident Management System:** Utility is the only vendor in the world that provides a complete Critical Incident Management and Situational Awareness system as the backbone of its in-car video solution. Our backend solution, Avail Web™, is a web-based application that utilizes a Google map integration to provide real-time location awareness of both vehicles and officers. Geofencing provides the capability to monitor specific locations and automatically start and/or stop video based upon department policies and requirements. Avail Web™ is the perfect tool for managing physical and human assets at the scene of critical incidents.
- **No Docking Stations:** We are the only vendor that does not require docking stations. Video is off-loaded in real time from the field as video is being recorded. The result is:
 - No need for infrastructure upgrades to support docking stations
 - Eliminates the need for users to return to the station to off-load video
 - Video is instantly available in the field

- **Real-Time Communications:** The camera can be used to send and receive reports, photos and voice communications in the field.
- **Live Streaming:** Unlike other camera systems, there is no distance constraints for live streaming of video. Based upon permissions, video can be live streamed from anywhere in the world that an internet or cellular connection is available.
- **Over the Air Updates:** We are the only vendor capable of remotely pushing software and firmware updates without the need to return to a station, dock the camera and wait for updates.

It should be noted that the technologies and functionality listed in this document comprise a unique feature set that is protected by Utility Inc.'s various patents and intellectual property rights and, therefore, are currently only available from Utility Inc.

Please contact me at (317) 538-6232 should you have any questions regarding our products and services.

Respectfully yours

A handwritten signature in black ink, appearing to read "Mark Wood", is displayed on a light purple rectangular background.

Mark Wood
National Sales Director

Brentwood City Commission Agenda

Meeting Date: 07/27/2020

Approval to Purchase SCBA and related equipment from Municipal Emergency Services

Submitted by: David Windrow, Fire & Rescue

Department: Fire & Rescue

Information

Subject

Approval for Purchase of Sixteen (16) Scott Self Contained Breathing Apparatus, 48 air cylinders and 16 voice amplifiers for the Fire and Rescue Department from Municipal Emergency Services.

Background

The FY 2021 Equipment Replacement Fund budget for the Fire and Rescue Department includes \$160,000 for the purchase of sixteen new Scott Self-Contained Breathing Apparatus (SCBA). This equipment is a crucial component for protecting firefighters during fire suppression, hazardous materials incidents or training events. We currently have one SCBA that was purchased in 1997, three purchased in 2002 and 14 purchased in 2007. Ten years is the industry standard for the lifespan of SCBA. Our personnel do an amazing job of maintaining our equipment. New federal SCBA safety and operating standards are typically put into place every five years. In the past, our units have been upgraded to meet the new standard, but this is becoming impossible with our oldest units. A systematic replacement plan has been implemented to ensure a consistent and reliable air supply for our personnel working in toxic atmospheres.

The units proposed for purchase are similar to the current units, which allows for ease of maintenance and use. It also enhances firefighter safety because our employees are very familiar with the operation of these units. These 16 units will provide enhanced safety for our employees. The units are three pounds lighter, and the strap assembly is removable so that they can be washed to reduce carcinogen exposure. These units also come with Bluetooth voice amplifiers to connect with our new 700MHz radios. The equipment will be purchased from Municipal Emergency Services through the NPPGov Purchasing Cooperative saving the City 25% over normal cost.

Please contact the Fire Chief if you have any questions.

Staff Recommendation

Staff recommends approval of the purchase of five (16) Scott SCBA, 48 air cylinders and 16 voice amplifiers from MES using the NPPGov Purchasing Cooperative for a total cost of \$155,288.72

Fiscal Impact

Amount : \$155,288.72

Source of Funds: Capital Projects Fund

Account Number: 310-42200-89520

Fiscal Impact:

Sufficient funds are included in the FY 2021 Equipment Replacement Fund budget for this equipment.

Attachments

Quote

SCBA Overview



6701-C Northpark Blvd
Charlotte, NC 28216

Quote

Date 07/15/2020
Quote # QT1384689
Expires 08/14/2020
Sales Rep Moore, Jeffrey S
PO #
Shipping Method FedEx Ground

Bill To
 BRENTWOOD FIRE DEPT
 5211 MARYLAND WAY
 BRENTWOOD TN 37027-5011
 United States

Ship To
 BRENTWOOD FIRE DEPT
 5211 MARYLAND WAY
 BRENTWOOD TN 37027-5011
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
201215-28			SCOTT NEW AV3000HT 4 POINT - KEVLAR - RT BRKT - SIZE MED	16	290.00	4,640.00
200970-01			CYL&VALV,QD,CARB,45/5500 ASSY	36	1,158.02	41,688.72
X8915025305304			Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change Cylinder Connection, 5.5, Standard Harness with Parachute Buckles, Standard Belt with No Escape Rope, E-Z Flo Regulator with Quick Connect Hose (Rectus fittings), Universal EBSS Accessory Hose, No Airline Connection, No Spare Harness Kit, Pak-Tracker, No Case, Packaged 2 SCBA Per Box (Black)	16	6,235.00	99,760.00
200970-01			CYL&VALV,QD,CARB,45/5500 ASSY	12	0.00	0.00
201276-11			EPIC 3 Radio Direct Interface Voice Amplifier, Open Bracket Configuration	16	575.00	9,200.00

Subtotal 155,288.72
Shipping Cost (FedEx Ground) 0.00
Total \$155,288.72

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1384689



The Air-Pak™ X3 Pro SCBA is built on a foundation of redundant safety features, providing unparalleled performance to protect the family of firefighters who expect the best in the most demanding conditions, with a focus on enhancing *cleanability*, *comfort*, and *connectivity* to ensure the security and comfort of today's firefighter.

Designed for future compatibility, the Air-Pak X3 Pro SCBA is compliant to the latest NFPA 1981/1982, 2018 Edition standards.

With the new [As Long As You Own It Air-Pak SCBA Warranty](#), customers will have peace of mind knowing that their most important investment is backed for the lifetime ownership of the product.

Brentwood City Commission Agenda

Meeting Date: 07/27/2020

Approval of Purchase of Six (6) Vehicles for the Police Department under State Contract

Submitted by: David Gossett, Police

Department: Police

Information

Subject

Approval of purchase of six (6) vehicles for the Police Department under State contract.

Background

The Police Department requests authorization to purchase six vehicles for various police functions under state contract. All six of the vehicles are replacements. Funding for the six vehicles comes from the Equipment Replacement Fund.

Five of the proposed vehicles will be assigned to the Patrol Division and will be fully equipped and marked to be used by patrol officers. The make and model of the vehicle proposed for the five patrol vehicles is the Dodge Charger. The Charger is the vehicle currently used by patrol for all non-specialized units.

The other proposed vehicle will be assigned to the Criminal Investigations Department to be assigned to a Detective and will remain unmarked and equipped. The vehicle proposed for the Criminal Investigations detective is a Hyundai Palisade. The Palisade is an SUV that is commonly used in this area and will be less noticeable as a police vehicle

The cost of the Dodge Charger is \$25,051.25 each and the cost on the Hyundai Palisade is \$35,250.00. The Palisade cost is less than the \$39,500 set aside for CID vehicles in the Equipment Replacement Fund. The total cost for all six vehicles is \$160,506.25.

Wilson County Motors has been awarded the Tennessee State purchasing contract for the Hyundai Palisade . Columbia Chrysler Dodge Jeep Ram has been awarded the Tennessee State purchasing contract for the Dodge Charger.

The purchase of these vehicles is in accordance with the FY 2021 Equipment Replacement Fund's vehicle replacement schedule.

Pease contact the Police Chief if any additional information is needed.

Staff Recommendation

Staff recommends approval of the purchase of six (6) vehicles under state contract for the Police Department.

Fiscal Impact

Amount : \$160,506.25

Source of Funds: Equipment Replacement Fund

Account Number: 310-42100-89520

Fiscal Impact:

Sufficient funds are programmed in the Equipment Replacement Fund for the purchase of the vehicles.

Attachments

Hyundai Quote

Charger Quote and contract

Hyundai Contract

Hyundai photo

Charger photo



Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Brentwood Police Dept 2020 Hyundai

Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD





Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Wilson County Motors

Prepared By:

Danielle Rodriguez
Wilson County Motors
615-444-9642
danielle@wilsoncountyauto.com


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Data Version: 11289. Data Updated: Jun 28, 2020 9:51:00 PM PDT.



Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD ( Complete)

Price Summary


PRICE SUMMARY		
	Invoice	MSRP
Base Price	\$33,725.00	\$35,625.00
Total Options	\$385.00	\$345.00
Vehicle Subtotal	\$34,110.00	\$35,970.00
Dealer Advertising Adjustment	\$0.00	\$0.00
Destination Charge	\$1,140.00	\$1,140.00
Grand Total	\$35,250.00	\$37,110.00

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Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD ( Complete)

Technical Specifications

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Data Version: 11289. Data Updated: Jun 28, 2020 9:51:00 PM PDT.



Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD (Complete)

Selected Model and Options

MODEL

CODE	MODEL	Invoice	MSRP
J1442A65	2020 Hyundai Palisade SEL AWD	\$33,725.00	\$35,625.00

COLORS

CODE	DESCRIPTION	Invoice	MSRP
P7V	Steel Graphite	\$0.00	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
01	Option Group 01	0.00 lbs	0.00 lbs	\$0.00	\$0.00

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
P7V	Steel Graphite	0.00 lbs	0.00 lbs	\$0.00	\$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
NNB	Black, Stain Resistant Cloth Seat Trim	0.00 lbs	0.00 lbs	\$0.00	\$0.00

PORT INSTALLED OPTIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
CN	Cargo Net	0.00 lbs	0.00 lbs	\$41.00	\$50.00
CV	Cargo Cover/Screen	0.00 lbs	0.00 lbs	\$153.00	\$190.00
FK	First Aid Kit	0.00 lbs	0.00 lbs	\$24.00	\$30.00
RP	Bumper Applique	0.00 lbs	0.00 lbs	\$57.00	\$70.00

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Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD (Complete)

CUSTOM EQUIPMENT					
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
Adjust	Adjustment	0.00 lbs	0.00 lbs	\$105.00	\$0.00
Fed Fee	Federal Tire Fee	0.00 lbs	0.00 lbs	\$5.00	\$5.00
Options Total		0.00 lbs	0.00 lbs	\$385.00	\$345.00

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Data Version: 11289. Data Updated: Jun 28, 2020 9:51:00 PM PDT.



Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD ( Complete)

Standard Equipment

Mechanical

Engine: 3.8L GDI D-CVVT 24-Valve V6 -inc: idle stop and go (ISG)
Transmission w/Oil Cooler
Transmission: 8-Speed Automatic w/SHIFTRONIC -inc: paddle shifters, shift-by-wire and drive mode select w/snow mode
Electronic Transfer Case
Automatic Full-Time All-Wheel
3.648 Axle Ratio
54-Amp/Hr Maintenance-Free Battery w/Run Down Protection
180 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
GVWR: 5,871 lbs
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
18.8 Gal. Fuel Tank
Single Stainless Steel Exhaust w/Chrome Tailpipe Finisher
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake

Exterior

Wheels: 18" x 7.5J Machine Finish Alloy
Tires: 245/60R18
Steel Spare Wheel
Compact Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and Metal-Look Bumper Insert
Body-Colored Rear Bumper w/Metal-Look Rub Strip/Fascia Accent and Black Bumper Insert

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Data Version: 11289. Data Updated: Jun 28, 2020 9:51:00 PM PDT.



Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD (✔ Complete)

Exterior

Black Bodyside Cladding and Black Wheel Well Trim

Chrome Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim

Chrome Door Handles

Body-Colored Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator

Fixed Rear Window w/Fixed Interval Wiper and Defroster

Deep Tinted Glass

Variable Intermittent Wipers

Fully Galvanized Steel Panels

Lip Spoiler

Metal-Look Grille

Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Roof Rack Rails Only

Fully Automatic Projector Beam Halogen Daytime Running Auto High-Beam Headlamps w/Delay-Off

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and Radio Data System

Radio: AM/FM/MP3 Display Audio -inc: 8" screen, Apple CarPlay & Android Auto, quiet mode, USB/Auxiliary input jacks, rearview monitor w/parking guidelines and Bluetooth hands-free w/wireless audio streaming

6 Speakers

Automatic Equalizer

Integrated Roof Antenna

1 LCD Monitor In The Front

Interior

Driver Seat

6-Way Passenger Seat -inc: Manual Recline, Height Adjustment and Fore/Aft Movement

Bucket Folding Captain Front Facing Manual Reclining Fold Forward Seatback Rear Seat w/Manual Fore/Aft

Front Center Armrest and Rear Seat Mounted Armrest

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

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Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD ( Complete)

Interior

Heated Front Bucket Seats -inc: 8-way power driver's seat w/2-way power lumbar support,
Fixed 50-50 Split-Bench 3rd Row Seat Front, Manual Fold Into Floor, 2 Manual and Adjustable Head Restraints
Leather Steering Wheel
Front Cupholder
Rear Cupholder
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
Remote Releases -Inc: Power Fuel
Proximity Key For Doors And Push Button Start
Valet Function
HomeLink Garage Door Transmitter
Cruise Control w/Steering Wheel Controls
Distance Pacing w/Traffic Stop-Go
Rear HVAC w/Separate Controls
HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts
Dual Zone Front Automatic Air Conditioning
Illuminated Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Simulated Wood Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Cloth Door Trim Insert
Stain Resistant Cloth Seat Trim
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
Day-Night Auto-Dimming Rearview Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, Conversation Mirror and 4 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering
Carpet Floor Trim

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Wilson County Motors

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Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD (Complete)

Interior

Cargo Area Concealed Storage

Cargo Space Lights

FOB Controls -inc: Cargo Access and Remote Engine Start

Instrument Panel Bin, Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Systems Monitor

Redundant Digital Speedometer

Trip Computer

Outside Temp Gauge

Analog Display

Manual w/Tilt Front Head Restraints and Manual Adjustable Rear Head Restraints

2 Seatback Storage Pockets

Perimeter Alarm

Engine Immobilizer

4 12V DC Power Outlets

Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Rear Park Assist Rear Parking Sensors

Forward Collision-Avoidance Assist (FCA) w/Pedestrian/Cyclist Detection

Lane Keep Assist (LKA) Lane Keeping Assist

Lane Keep Assist (LKA) Lane Departure Warning

Blind-spot Collision-Avoidance Assist (BCA) Blind Spot

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Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD ( Complete)

Safety-Interior

Tire Pressure Monitoring System Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Driver Knee Airbag

Blue Link

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

WARRANTY

Basic Years: 5

Basic Miles/km: 60,000

Drivetrain Years: 10

Drivetrain Miles/km: 100,000

Corrosion Years: 7

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: Unlimited

Maintenance Years: 3

Maintenance Miles/km: 36,000

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Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD (✔ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

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QUOTE

106 S. James Campbell Blvd, Columbia, TN 38401
t. 615-631-1248 f. 888-628-4003

Number RXRYQ2492

Date Jun 30, 2020

Sold To

Brentwood Police Dept
David Gossett
5211 Maryland Way
Brentwood, TN 37027

Ship To

Brentwood Police Dept
David Gossett
5211 Maryland Way
Brentwood, TN 37027

Your Sales Rep

Rodney L. King Sr.
Cell: (615) 631-1248
Fax: (888) 628-4003
rking@cdjrcolumbia.com

Phone (615) 371-0160
Fax

Phone (615) 371-0160
Fax

This quote for a 2021 V6 Charger AWD is based on a V8 Charger AWD price. FCA has not released information on the 2021s at this time and we haven't received final pricing approval from the state.

2021 will not go into production until November 2020. 2021 Models will be the V6 All-Wheel Drive and the V8 Rear-Wheel Drive.

Terms	P.O. Number	Ship Via
Net 30 Days	Required	Ground

Line	Qty	Description	Unit Price	Ext. Price
1		2020-2021 Statewide Contract #209 - 64423:		
2	1	2021 Dodge Charger PPV V6 AWD Base Price, including: 3.6L V6 Engine Automatic Transmission Rear Back-up Camera Rear Park Assist	\$24,458.00	\$24,458.00
3	1	Heavy Duty Bucket Seats w/Vinyl Rear	\$0.00	\$0.00
4	1	Drivers Side Halogen Spot Light	\$0.00	\$0.00
5		Running SubTotal		\$24,458.00
6		Selected Options		
7	1	Exterior Color: Bright Silver	\$0.00	\$0.00
8	1	Equipment Mounting Bracket	\$100.00	\$100.00
9	1	Delete Spare Tire	-\$89.00	-\$89.00
10	1	Additional Keys	\$150.00	\$150.00
11	1	Deactive Rear Doors/Windows	\$75.00	\$75.00
12	1	Fleet Safety Group, including: Exterior Mirrors w/Heating Element Blind Spot and Cross Path Detection Blind Spot,Pwr,Fold Pursuit Mirrors	\$350.00	\$350.00

Other Items previously in the Fleet Safety Group have become standard

Line	Qty	Description	Unit Price	Ext. Price
		features		
13		SubTotal		\$586.00
14		Running SubTotal		\$25,044.00
15		Miscellaneous Items:		
16	1	Temporary Tag	\$7.25	\$7.25
17		Running SubTotal		\$25,051.25
			SubTotal	\$25,051.25
			Tax	\$0.00
			Shipping	\$0.00
			Total	\$25,051.25

Pricing Good For Current Model Year. Subsequent Model Price May Vary
Vehicles Subject to Production by Fiat-Chrysler Automobiles
Production Lead Times Vary by Model & Options are subject to control by FCA Group

SWC# 209 Vehicles **Contract Information and Usage Instructions**

Contract Period: Total Number of Years: 2 Years

Start Date: October 1, 2019
Final End Date: September 30, 2021

Summary/Background Information: SWC 209 was created to provide state agencies, local governments, and private non-profit institutions of higher education, and eligible non-profit agencies for the purchase and delivery of new vehicles. **The contracts below cover multiple dealers/manufacturers and each contract awarded covers delivery within the state of TN.**

State Contact Information

Contract Administrator:

Michael Neely
Category Specialist
Central Procurement Office
(615) 741-5971
Michael.T.Neely@tn.gov

Vendor Contact Information:

Company Name

TT of Columbia (d.b.a Chrysler, Dodge, Jeep, Ram, and Fiat of Columbia) (All Regions)

Edison Contract Number 64423
Vendor Number 0000141027
Vendor Contact Information Mr. Craig Baton
(615) 243-1528
cbaton@cdjrcolumbia.com
106 S. James Campbell Blvd., Columbia, TN 38401

Chrysler, Dodge, Jeep, Ram, Fiat

1000187716	Police Vehicles, CDJR, Generic SWC209 Asset(All Regions)
1000187717	Sedans, CDJR, Generic SWC209 Asset (All Regions)
1000187718	Minivan and Full-size Vans, CDJR(Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
1000187719	Sport Utility Vehicles, CDJR(SUVs), Generic SWC209 Asset (All Regions)
1000187720	Light Trucks, CDJR(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
	Sedans, Fiat, Generic SWC209 Asset (All Regions)
1000179941	Optional Equipment, Generic SWC209 Asset



Columbia Powersports Supercenter
800 S JAMES CAMPBELL BLVD
COLUMBIA, TN 38401
931-981-9301



www.columbiatnpowersports.com

General Sales Manager: David Isaacs (615) 613-3336

Columbia Powersports Supercenter is your destination for Utility Vehicles in the State of Tennessee. We are the Statewide Contract holder for Kawasaki in Regions 2 and 3 and the Polaris Ranger dealer for Regions 1, 2, 3, and 4.

For more details contact your current Chrysler Dodge Jeep Ram vehicle representative for all your side by side needs.

East and West Tennessee

Russell Moles

(865) 719-0014

rmoles@cdjrcolumbia.com

Middle Tennessee

Rodney King

(615) 631-1248

rking@cdjrcolumbia.com





**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

Wilson County Motor Co LLC
903 S Hartman Dr
Lebanon, TN 37090

Vendor ID: 0000000869

Contract Number: 0000000000000000000064414

Title: SWC# 209 - Vehicles

Start Date : October 01, 2019 End Date: September 30, 2021

Options to Renew: 0

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-5971
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000187722
Police Vehicles, Chevy, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 2

Item ID: 1000187723
Sedans, Chevy, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 3

Item ID: 1000187724
Minivan and Full-size Vans, Chevy(Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 4

Item ID: 1000187725
Sport Utility Vehicles, Chevy (SUVs), Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 5

Item ID: 1000187726
Light Trucks, Chevy(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 6

Item ID: 1000187727
Medium Trucks, Chevy(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 7

Item ID: 1000187750
Minivan and Full-size Vans, GMC (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 8

Item ID: 1000187751

Sport Utility Vehicles, GMC (SUVs), Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 9

Item ID: 1000187752

Light Trucks, GMC (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 10

Item ID: 1000187753

Sedans Buick, Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 11

Item ID: 1000187754

Sport Utility Vehicles, Buick (SUVs), Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 12

Item ID: 1000187733

Sedans, Hyundai, Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 13

Item ID: 1000187734

Sport Utility Vehicles, Hyundai (SUVs), Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 14

Item ID: 1000179941

Optional Equipment, Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

APPROVED: _____ BY: _____ DATE _____
CHIEF PROCUREMENT OFFICER PURCHASING AGENT



Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Brentwood Police Dept 2020 Hyundai

Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD





Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Wilson County Motors

Prepared By:

Danielle Rodriguez
Wilson County Motors
615-444-9642
danielle@wilsoncountyauto.com


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Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD ( Complete)

Price Summary


PRICE SUMMARY		
	Invoice	MSRP
Base Price	\$33,725.00	\$35,625.00
Total Options	\$385.00	\$345.00
Vehicle Subtotal	\$34,110.00	\$35,970.00
Dealer Advertising Adjustment	\$0.00	\$0.00
Destination Charge	\$1,140.00	\$1,140.00
Grand Total	\$35,250.00	\$37,110.00

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Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD ( Complete)

Technical Specifications

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Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD (Complete)

Selected Model and Options

MODEL

CODE	MODEL	Invoice	MSRP
J1442A65	2020 Hyundai Palisade SEL AWD	\$33,725.00	\$35,625.00

COLORS

CODE	DESCRIPTION	Invoice	MSRP
P7V	Steel Graphite	\$0.00	\$0.00

OPTION PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
01	Option Group 01	0.00 lbs	0.00 lbs	\$0.00	\$0.00

PRIMARY PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
P7V	Steel Graphite	0.00 lbs	0.00 lbs	\$0.00	\$0.00

SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
NNB	Black, Stain Resistant Cloth Seat Trim	0.00 lbs	0.00 lbs	\$0.00	\$0.00

PORT INSTALLED OPTIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
CN	Cargo Net	0.00 lbs	0.00 lbs	\$41.00	\$50.00
CV	Cargo Cover/Screen	0.00 lbs	0.00 lbs	\$153.00	\$190.00
FK	First Aid Kit	0.00 lbs	0.00 lbs	\$24.00	\$30.00
RP	Bumper Applique	0.00 lbs	0.00 lbs	\$57.00	\$70.00

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Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD (Complete)

CUSTOM EQUIPMENT					
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	Invoice	MSRP
Adjust	Adjustment	0.00 lbs	0.00 lbs	\$105.00	\$0.00
Fed Fee	Federal Tire Fee	0.00 lbs	0.00 lbs	\$5.00	\$5.00
Options Total		0.00 lbs	0.00 lbs	\$385.00	\$345.00

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Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD (Complete)

Standard Equipment

Mechanical

Engine: 3.8L GDI D-CVVT 24-Valve V6 -inc: idle stop and go (ISG)

Transmission w/Oil Cooler

Transmission: 8-Speed Automatic w/SHIFTRONIC -inc: paddle shifters, shift-by-wire and drive mode select w/snow mode

Electronic Transfer Case

Automatic Full-Time All-Wheel

3.648 Axle Ratio

54-Amp/Hr Maintenance-Free Battery w/Run Down Protection

180 Amp Alternator

Towing Equipment -inc: Trailer Sway Control

Trailer Wiring Harness

GVWR: 5,871 lbs

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Speed-Sensing Steering

18.8 Gal. Fuel Tank

Single Stainless Steel Exhaust w/Chrome Tailpipe Finisher

Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake

Exterior

Wheels: 18" x 7.5J Machine Finish Alloy

Tires: 245/60R18

Steel Spare Wheel

Compact Spare Tire Stored Underbody w/Crankdown

Clearcoat Paint

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and Metal-Look Bumper Insert

Body-Colored Rear Bumper w/Metal-Look Rub Strip/Fascia Accent and Black Bumper Insert

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Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD ( Complete)

Exterior

Black Bodyside Cladding and Black Wheel Well Trim

Chrome Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim

Chrome Door Handles

Body-Colored Power Heated Side Mirrors w/Manual Folding and Turn Signal Indicator

Fixed Rear Window w/Fixed Interval Wiper and Defroster

Deep Tinted Glass

Variable Intermittent Wipers

Fully Galvanized Steel Panels

Lip Spoiler

Metal-Look Grille

Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Roof Rack Rails Only

Fully Automatic Projector Beam Halogen Daytime Running Auto High-Beam Headlamps w/Delay-Off

Entertainment

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Voice Activation and Radio Data System

Radio: AM/FM/MP3 Display Audio -inc: 8" screen, Apple CarPlay & Android Auto, quiet mode, USB/Auxiliary input jacks, rearview monitor w/parking guidelines and Bluetooth hands-free w/wireless audio streaming

6 Speakers

Automatic Equalizer

Integrated Roof Antenna

1 LCD Monitor In The Front

Interior

Driver Seat

6-Way Passenger Seat -inc: Manual Recline, Height Adjustment and Fore/Aft Movement

Bucket Folding Captain Front Facing Manual Reclining Fold Forward Seatback Rear Seat w/Manual Fore/Aft

Front Center Armrest and Rear Seat Mounted Armrest

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

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Data Version: 11289. Data Updated: Jun 28, 2020 9:51:00 PM PDT.



Wilson County Motors

Danielle Rodriguez | 615-444-9642 | danielle@wilsoncountyauto.com

Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD ( Complete)

Interior

Heated Front Bucket Seats -inc: 8-way power driver's seat w/2-way power lumbar support,
Fixed 50-50 Split-Bench 3rd Row Seat Front, Manual Fold Into Floor, 2 Manual and Adjustable Head Restraints
Leather Steering Wheel
Front Cupholder
Rear Cupholder
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
Remote Releases -Inc: Power Fuel
Proximity Key For Doors And Push Button Start
Valet Function
HomeLink Garage Door Transmitter
Cruise Control w/Steering Wheel Controls
Distance Pacing w/Traffic Stop-Go
Rear HVAC w/Separate Controls
HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts
Dual Zone Front Automatic Air Conditioning
Illuminated Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Simulated Wood Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Cloth Door Trim Insert
Stain Resistant Cloth Seat Trim
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
Day-Night Auto-Dimming Rearview Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage, Conversation Mirror and 4 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering
Carpet Floor Trim

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Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD ( Complete)

Interior

Cargo Area Concealed Storage

Cargo Space Lights

FOB Controls -inc: Cargo Access and Remote Engine Start

Instrument Panel Bin, Driver / Passenger And Rear Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Systems Monitor

Redundant Digital Speedometer

Trip Computer

Outside Temp Gauge

Analog Display

Manual w/Tilt Front Head Restraints and Manual Adjustable Rear Head Restraints

2 Seatback Storage Pockets

Perimeter Alarm

Engine Immobilizer

4 12V DC Power Outlets

Air Filtration

Safety-Mechanical

Electronic Stability Control (ESC)

ABS And Driveline Traction Control

Safety-Exterior

Side Impact Beams

Safety-Interior

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Rear Park Assist Rear Parking Sensors

Forward Collision-Avoidance Assist (FCA) w/Pedestrian/Cyclist Detection

Lane Keep Assist (LKA) Lane Keeping Assist

Lane Keep Assist (LKA) Lane Departure Warning

Blind-spot Collision-Avoidance Assist (BCA) Blind Spot

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Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD ( Complete)

Safety-Interior

Tire Pressure Monitoring System Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Driver Knee Airbag

Blue Link

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters and Pretensioners

WARRANTY

Basic Years: 5

Basic Miles/km: 60,000

Drivetrain Years: 10

Drivetrain Miles/km: 100,000

Corrosion Years: 7

Corrosion Miles/km: Unlimited

Roadside Assistance Years: 5

Roadside Assistance Miles/km: Unlimited

Maintenance Years: 3

Maintenance Miles/km: 36,000

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Wilson County Motors

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Vehicle: [Fleet] 2020 Hyundai Palisade (J1442A65) SEL AWD (✔ Complete)



Note: Photo may not represent exact vehicle or selected equipment.

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105

Brentwood City Commission Agenda

Meeting Date: 07/27/2020

Approval to surplus one Police Department vehicle

Submitted by: David Gossett, Police

Department: Police

Information

Subject

Approval to surplus one Police Department vehicle.

Background

The Police Department seeks permission to surplus a vehicle. The proposed vehicle is a 2019 Ford Utility Interceptor with 16,000 miles. Vin# 1FM5KAR4KGB24015. This vehicle was involved in the collision on the morning of June 18, 2020. This vehicle is a total loss. Once THP has finished their investigation, the insurance company will take control of the vehicle.

Staff Recommendation

Staff recommends surplus of this vehicle.

Fiscal Impact

Attachments

No file(s) attached.

Brentwood City Commission Agenda

Meeting Date: 07/27/2020

Approval for the purchase of a Bobcat compact excavator from Gateway Bobcat LLC under State Contract

Submitted by: Dave Bunt, Parks & Recreation

Department: Parks & Recreation

Information

Subject

Approval for the purchase of a Bobcat compact excavator under State Contract (SWC 219)

Background

The Equipment Replacement Fund budget for FY 2021 includes the purchase of a compact excavator unit to be used by the Parks and Recreation Department. The compact excavator will be used primarily by maintenance crews in repairing water lines, irrigation repairs, drainage improvements and trail maintenance at Smith Park. The cost is \$48,813.30 which is less than the \$50,000 budgeted.

Staff did solicit informal price quotes from other dealers for this same piece of equipment, and it was clear that the State contract price was lower than the City could expect to receive if bids were solicited for the equipment directly. Attached is the State contract with the quote as well as a picture of the equipment.

The vendor who was awarded this statewide contract (SWC #219) is Gateway Bobcat LLC, d/b/a/ Bobcat of Nashville. This purchase will allow the Parks Department to more efficiently make repairs and maintain our parks.

Please contact Dave Bunt, Parks Director, if you have any questions.

Staff Recommendation

Staff recommends approval of the purchase a Bobcat compact excavator under State Contract SWC 219.

Previous Commission Action

No previous Commission action on this item.

Fiscal Impact

Amount : \$48,813.30

Source of Funds: Equipment Replacement Fund

Account Number: 310-44400-89520

Fiscal Impact:

The cost is \$48,813.30 is within the \$50,000 budgeted for the Parks Department

Attachments

Quote

State Contract information

Bobcat Mini Ex Picture



Product Quotation

Quotation Number: HMM-19528

Date: 2020-06-30 08:44:49

Ship to	Bobcat Dealer	Bill To
CITY OF BRENTWOOD Attn: MR. BUNT 1750 GENERAL GEORGE PATTON DR BRENTWOOD, TN 37027 Phone: (615) 371-0080	Bobcat of Nashville, LaVergne, TN 149 INDUSTRIAL BOULEVARD LaVERGNE TN 37086 Phone: 615-941-4000 Fax: 615-941-4019 -----	CITY OF BRENTWOOD Attn: MR. BUNT 1750 GENERAL GEORGE PATTON DR BRENTWOOD, TN 37027 Phone: (615) 371-0080

Description	Part No	Qty	Price Ea.	Total
E35 33HP R-Series Bobcat Compact Excavator	M3307	1	\$38,266.20	\$38,266.20
33.5 HP Turbocharged, Tier 4, Non DPF	Engine/Hydraulic Monitor with Shutdown			
Auto Idle	Fingertip Auxiliary Hydraulic Control			
Auto-Shift, 2-Speed Travel	Fingertip Boom Swing Control			
Auxiliary Hydraulics, Selectable Flow with Boom Mounted	Horn			
Flush Face Quick Couplers	Hydraulic Joystick Controls			
Canopy	Rubber Track			
Includes: Cup Holder, Retractable Seat Belt, Suspension Seat	Spark Arrestor Exhaust System			
Roll Over Protective Structure (ROPS)- Meets Requirements	Vandalism Protection			
of ISO 12117-2: 2008	Work Lights			
Tip Over Protective Structure (TOPS) - Meets Requirements	X-Change (Attachment Mounting System)			
of ISO 12117: 2000	Zero Tail Swing			
Falling Object Protective Structure (FOPS) - Meets	Warranty: 2 years, or 2000 hours whichever occurs first			
Requirements of ISO 10262				
Control Console Locks				
Control Pattern Selector Valve (ISO/STD)				
Dozer Blade with Float				
60 Month Protection Plus (2000 Hours)	9986418	1	\$1,600.00	\$1,600.00
P22 Performance Package	M3307-P06-P22	1	\$2,772.70	\$2,772.70
Short Arm	Hydraulic X-Change			
Clamp				
C52 Comfort Package	M3307-P07-C52	1	\$5,406.80	\$5,406.80
Enclosed Cab with HVAC	Travel Motion Alarm			
Deluxe Instrument Panel with Keyless Start	Radio			
Cloth Suspension Seat				
Telematics US	M3307-R51-C02	1	\$0.00	\$0.00
18" MX3 XCHG TEETH	7323842	1	\$767.60	\$767.60
Total of Items Quoted				\$48,813.30
Dealer Assembly Charges				\$0.00
Quote Total - US dollars				\$48,813.30

Notes:

TN SWC219

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Bobcat

E35R

Standard Arm (33 HP)

COMPACT EXCAVATOR

Effective April 1, 2017

These bid specifications are to be used as guidelines when assisting purchasing agents and governmental specification writers in writing specs for excavators.

It is not the intent of these specifications to cover all details of design or construction. The unit shall be fully equipped to perform the work intended and shall be a new, current production model.

For individual assistance in preparing detailed specifications, contact the Product Management Group &/or Product Training Group Department in the West Fargo, ND office at 701-241-8700.

For the most up-to-date Bid Specs go to BobcatNET >>Excavators>>E35R>>Bid Specs

COMPACT EXCAVATOR BID SPECIFICATIONS (3 - 4 Ton)

OPERATING WEIGHTS & DIGGING FORCES – MUST MEET THE FOLLOWING SPECIFICATIONS

- Operating Weight (Includes Standard Equipment, 165 lb. operator, fluids full and 24 in. Bucket)
 - With Canopy.....7909 lbs. (3588 kg)
 - Add for Cab Heat & Air Conditioning+284 lbs. (129 kg)
 - Add for Steel Tracks+212 lbs. (96 kg)
 - Add for Angle Blade+251 lbs. (114 kg)
 - Add for Hydraulic Clamp+126 lbs. (57 kg)
- Arm Digging Force4859 lbf. (21614 N.)
- Bucket Digging Force, with attachment quick-tach installed.....6968 lbf. (30995 N.)

WORKING RANGE– MUST MEET FOLLOWING SPECIFICATIONS

- Maximum Radius of Working Equipment210.7 in. (5351 mm)
- Maximum Reach at Ground Level.....205.9 in. (5230 mm)
- Maximum Working Equipment Radius with Boom at Maximum Height89.3 in. (2267 mm)
- Maximum Blade Lift Height15.0 in. (382 mm)
- Maximum Blade Drop Depth17.9 in. (456 mm)
- Maximum Height of Working Equipment with Arm Retracted146.0 in. (3708 mm)
- Maximum Bucket Tooth Height189.1 in. (4804 mm)
- Maximum Dump Height.....131.5 in. (3340 mm)
- Maximum Depth of Vertical Wall which can be excavated84.1 in. (2136 mm)
- Maximum Dig Depth shall be no less than122.7 in. (3117 mm)
- Minimum Bucket Pivot Angle.....185°

DIMENSIONS – MUST MEET FOLLOWING SPECIFICATIONS

- Clearance, Upper-structure to Groundline.....21.3 in. (540 mm)
- Groundline to Top of Engine Cover.....61.3 in. (1557 mm)
- Overall Length of Track Assembly.....81.7 in. (2074 mm)
- Length of Track on Ground64.8 in. (1647 mm)
- Machine Centerline to Blade – Standard Blade.....60.1 in. (1528 mm)
- Machine Centerline to Blade – Angle Blade70.1 in. (1780 mm)
- Minimum Blade Angle – Angle Blade25° Left/Right
- Blade Height – Standard Blade12.7 in. (324 mm)
- Blade Height – Angle Blade13.9 in. (354 mm)
- Blade Width.....68.9 in. (1750 mm)
- Minimum Radius in Travel Position149.1 in. (3787 mm)
- Overall Length in Travel Position.....189.9 in. (4823 mm)
- Overall Height96.2 in. (2443 mm)
- Minimum Turning Radius70.4 in. (1788 mm)
- Rear Swing Clearance34.4 in. (875 mm)
- Tail swing shall not protrude beyond the width of the tracks must be zero tail swing.
- There shall be no protrusion from swing cylinder casting during boom swing left.
- Boom swing left shall be no less than 75°
- Boom swing right shall be no less than 55°

HYDRAULIC SYSTEM – MUST MEET FOLLOWING SPECIFICATIONS

- System shall utilize a load sensing, torque limiting, variable displacement piston pump in tandem with gear pump.
- Hydraulic pump capacity shall be capable of providing no less than 29.1 GPM (110.4 L/min)
- Hydraulic pump capacity for auxiliary flow shall be capable of providing no less than 16.9 GPM (63.9 L/min) for attachment operation.
- System relief pressure at auxiliary quick couplers shall be 2987 PSI (210 bar).
- Hydraulic reservoir tank shall be non-metallic.
- Variable flow auxiliary hydraulics shall be standard equipment.
 - Shall include boom mounted flush-face quick couplers.
 - Primary auxiliary couplers (M & F) shall be located on the left side of the boom.
- Control valve shall be a 9 spool, closed center, individually compensated valve.
 - Shall include detent position for blade float function.
- Cylinders shall be a double-acting type.
- Boom cylinder shall have end of stroke cushioning for boom up function.
- Arm cylinder shall have cushioning for arm out and arm in functions.
- Cylinders shall have inertia welded rods and bases at the ends of the cylinders.
- Engine warning & shutdown shall be provided as standard equipment and shall monitor hydraulic oil temperature and hydrostatic charge pressure.
- A hydraulic oil cooler shall be standard equipment.
- Drive motors shall be 2 axial piston motors.
- Slew motor shall be axial piston motor with planetary reduction.
- Slew speed shall be no less than 8.6 RPM

DRIVE SYSTEM – MUST MEET FOLLOWING SPECIFICATIONS

- Each track shall be independently driven by a hydrostatic axial piston motor.
- Shall utilize a two stage planetary gear reduction of 48.6:1
- Maximum drawbar pull shall be no less than 7658 lbf.(34034 N).
- Maximum gradability traveling down or backing up slopes shall be 30°.
- Travel Speeds shall be no less than:
 - Low 1.6 mph (2.6 km/hr)
 - High 2.9 mph (4.7 km/hr)

UNDERCARRIAGE – MACHINE MUST MEET FOLLOWING SPECIFICATIONS

- Undercarriage shall be a crawler-type tractor design.
- Track Rollers shall be sealed, with reinforced box-section track roller frame.
- Track Adjusters shall be grease-type with shock absorbing recoil springs
- Half pitch rubber track shall be standard equipment.
- Steel shoe track shall be optional equipment.
- Track width (rubber) shall be no more than 11.8" (300 mm).
- Track width (steel) shall be no more than 11.8" (300 mm).
- Each side will utilize 4 bottom track rollers and 1 top roller.
- Undercarriage shall have 4 tie down points on main frame and 2 tie down points on blade.
- Rubber track ground pressure shall not exceed 4.74 psi (32.7 kPa).
- Steel track ground pressure shall not exceed 4.87 psi (33.6 kPa).

ENGINE/ELECTRICAL – MUST MEET FOLLOWING SPECIFICATIONS

- Excavator shall have a 3 cylinder, liquid-cooled, diesel producing no less than:
 - 33.5 hp (25.0 kW) at 2400 RPM rated engine speed. (SAE J1995 Gross)
 - 31.2 hp (23.3 kW) at 2400 RPM rated engine Speed. (SAE J1349 Net)
- Engine shall be turbocharged.
- Engine shall produce no less torque than 82.2 ft.-lbs. (111.4 Nm) at 1600 RPM.
- Engine displacement shall be no more than 109.5 in.³ (1.79 L).
- Engine shall meet Tier 4 compliance without the aid of a diesel particulate filter (DPF).
- Engine shall utilize forced lubrication.
- Cold weather start assist, with automatic pre-heat system, shall be standard equipment.
- Air cleaner shall be a dry replaceable paper cartridge and must include safety element.
- Engine oil filter shall be a full flow cartridge type filter.
- Alternator shall be 12 volt, delivering no less than 90 amps.
- Battery shall be 12 volt, delivering no less than 540 cold cranking amps @ 0°F (-18°C)
- Starter shall be a 12 volt, gear reduction type delivering 2.7 hp (2.0 kW)
- Engine coolant shall include propylene glycol anti-freeze with freeze protection to -34°F (-37°C)
- Engine shutdown shall be provided as standard equipment and shall monitor engine coolant temperature, engine oil pressure, and engine RPM to help prevent engine damage.
- Engine block heater shall be provided as optional equipment to provide easier starting during cold weather.

CONTROLS – MACHINE MUST MEET FOLLOWING SPECIFICATIONS

- Excavator direction, steering, and travel speed shall be controlled by two hand or foot levers.
 - Thumb buttons control auxiliary hydraulics and boom swing
 - Blade control shall be a separate lever with float function
- Excavator boom and arm functions shall be controlled by two joysticks attached to the operator group.
- High and Low travel speed shall be controlled by a push button on the blade lever
- Excavator Functions shall be selectable between ISO and Standard controls.
- Engine speed control shall be a rotary dial with auto-idle feature.
- Excavator auxiliary function shall be controlled by switches on right-hand joystick.
- Service brake (Travel) shall be a hydraulic lock on the motor.
- Parking brake (Travel) shall be a hydraulic lock on the motor.
- Service brake (Slew) shall be a hydraulic lock on the motor.
- Holding brake (Slew) shall be an automatically applied slew brake integrated in motor.
- Engine starting and shutdown functions shall be controlled electrically with a key switch or optional keyless start.

CAPACITIES – MACHINE MUST MEET FOLLOWING SPECIFICATIONS

- Fuel Tank shall be made of polypropylene and have a minimum capacity of 13.7 gal (52.0 L).
- Cooling System (radiator) shall have a minimum capacity of 1.8 gal (6.8 L).
- Engine capacity (with oil filter) shall be a maximum of 6.7 qts (6.3 L).
- Hydraulic System capacity shall be no more than 10.5 gal (39.7 L).
- Hydraulic Reserve shall have a maximum capacity of 2.2 gal (8.3 L).

INSTRUMENTATION

- The standard excavator instrumentation panel shall be positioned forward of the operator for optimum visibility.
- Standard Instrumentation shall consist of:
 - Gauges for engine coolant temperature and fuel level
 - Warning lights for fuel level, seat belt, engine coolant temperature, engine malfunction, hydraulic system malfunction, general warning.
 - Indicator lights for 2-Speed travel mode, engine preheat
 - Data display for operating hours, engine RPM, maintenance clock, battery voltage, service codes, engine preheat countdown.
- The system shall alert the operator of monitored excavator malfunctions by way of an audible alarm and visual warning light.
 - The system shall have engine shut down provisions to prevent damage to engine and hydraulic system.
- A deluxe display panel shall be available as optional equipment. In addition to features provided in the standard instrumentation, the deluxe panel shall provide:
 - Digital clock and resettable job clock.
 - Keyless start system that provides one Owner Code and eight Operator codes.
 - Owner and Operator codes shall be (5) digit, programmable at owners discretion.
 - System shall have ability to track individual operator fuel consumption and idle time.
 - System shall Eco Mode function.
 - System shall provide real time data including engine coolant temperature, engine oil pressure, battery voltage, hydraulic oil temperature.
 - System shall provide input capability and visual feedback for depth guidance system.

ATTACHMENTS

Attachment Requirements:

- All attachments must be mounted on a quick-change mechanism.
- Quick-Change mechanism will maintain original bucket to arm geometry.
- Quick-Change shall not affect bucket or arm digging forces.
- A hydraulic powered Quick-Change mechanism shall be available as optional equipment.
- Attachments shall be available:

-Auger	-Hydraulic Clamp
-Buckets: Grading & Trenching	-Packer Wheel
-Flail Mower	-Plate Compactor
-Grading Blade	-PowerTilt®
-Grapple, 3-Tine	-Hydraulic Clamp with
-Hydraulic Breaker	interchangeable work tools
-Hydra-Tilt	
-Ripper Tooth	

STANDARD FEATURES SHALL INCLUDE:

- Excavator shall feature an Auto-Idle function.
- Excavator shall have 2-Speed Travel with Auto-Shift drive motors.
- Excavator shall have Battery Run-down protection.
- Excavator shall have Auxiliary Hydraulics with Boom Mounted Flush Face Quick Couplers.
- Excavator shall have Control Console Locks, which disable all hydraulic functions.
- Excavator shall have Control Pattern Selector Valve (ISO/STD) within reach of operator.
- Excavator shall be equipped with 12V power port.
- Excavator Dozer Blade with Float shall be standard equipment.
- Engine/Hydraulic Monitor with Shutdown shall be standard equipment.
- Fingertip Auxiliary Hydraulic Control shall be standard equipment.
- Fingertip Boom Swing Control shall be standard equipment.
- Excavator shall utilize composite engine panels.
- Excavator shall have a horn as standard equipment.
- Excavator shall have two front operating lights.
- Hydraulic Joystick Controls shall be standard equipment
- Rubber track shall be standard equipment.
- Spark Arrestor exhaust system shall be standard equipment.
- Suspension Seat shall be standard equipment.
- A retractable seatbelt shall be standard equipment.
- Adjustable arm rests shall be standard equipment.
- Cup holder shall be standard equipment.
- TOPS/ROPS/FOPS Canopy shall be standard equipment.
- Vandalism Protection shall be standard equipment.
- Standard warranty shall be 12 Months, Unlimited Hours.
- A Quick-Change (Attachment Mounting System) shall be standard equipment.

AVAILABLE OPTIONS/ACCESSORIES:

- Add-On Counterweight shall be available as optional equipment.
- Mirror Kit shall be available.
- Beacon Light shall be available.
- Deluxe cloth seat shall be available.
- Deluxe display panel, with integrated Keyless Start system, shall be available as optional equipment.
- Enclosed cab with heat & air conditioning shall be available as optional equipment without changing excavator profile.
- Excavator Cab shall have clear visibility of the blade and both tracks from the operator group.
- An AM/FM radio shall be available as an option.
- Front cab window shall be frameless.
- Hydraulic activated angle blade shall be available as optional equipment.
- Hydraulic activated attachment mounting system shall be available as optional equipment.
- Secondary Auxiliary Hydraulic circuit shall be available as optional equipment.
- Steel Tracks shall be available as optional equipment.
- Rubber pads for steel tracks shall be available as standard equipment.
- Front guard structure shall be available as optional equipment.
- Travel motion alarm shall be available as optional equipment.

SAFETY

- A four-post canopy or optional enclosed cab provided.
- Four post canopy and cab shall meet Rollover Protective Structure (ROPS) in accordance with ISO 12117-2 and Tip Over Protective Structure (TOPS) in accordance with ISO 12117 and Falling Object Protective Structure (FOPS) in accordance with ISO 10262.
- Retractable seat belt with reminder indicator (located on dash panel) shall be provided as standard equipment.
- Additional operator protection shall be provided by deactivating ALL excavator functions when the operator console is in the upright position.
- An automatic spring applied multi-disc brake shall be provided to lock the upper structure to the undercarriage for transporting.
- Grab handles to assist the operator in entering and exiting the excavator will be provided as standard equipment.
- Front working lights for indoor use and low light operation will be standard.
- A weather resistant operator handbook written in English will be attached to inside of cab, providing operational instructions and warning by decals with pictorials and international symbols plus some messages in four basic languages: English, French, German and Spanish.

SERVICEABILITY

- Access to the following items shall be gained by opening the rear hood or side access hood:
 - Air cleaner with indicator
 - Battery
 - Cooling System (engine coolant, hydraulic oil cooler) for cleaning
 - Cooling coils must be separable without aid of tools
 - Engine fuel filter
 - Engine oil level check point and fill point.
 - Sight gauge for hydraulic oil level
 - Starter
- Rear hood, side hood, and fuel fill shall have locking provisions for vandal proofing
- Easy access to all grease points
- Central grease point for slew bearing, and slew pinion.

TRAINING RESOURCES

- A comprehensive Excavator Service Safety Training Kit shall be available.
- A comprehensive Excavator Operator Training Kit shall be available.



STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE

Statewide Multi-Year Contract Issued to:

Gateway Bobcat LLC
Dba Bobcat of Nashville
401 W Outer Rd
Valley Park, MO 63088

Vendor ID: 0000235307

Contract Number: NV0000000000000000050622

Title: SWC 219 Highway Maintenance Equipment

Start Date: July 01, 2016

End Date: November 30, 2020

Is this contract available to local government agencies in addition to State agencies?: Yes

Awarded Region 3

Purchases by Local Government and Authorized Non-Profit Agencies (SWC)- T500

The purpose of this Invitation to Bid is to establish a source or sources of supply for all state agencies, local governmental agencies within the geographic limits of the State of Tennessee, any private nonprofit institution of higher education chartered in Tennessee, and any corporation which is exempted from taxation under 26 U.S.C. Section 501(c) (3) as amended and which contracts with the Department of Mental Health and Mental Retardation to provide services to the public (T.C.A. 33-2-401). Purchases by local governmental agencies, private institutions of higher education, and authorized corporations are optional with those agencies, private institutions of higher education, and corporations and offers to sell to local governmental agencies are optional with the bidder.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Mike Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615/741-5971
Fax: 615-741-0684

Line Information

Line 1

Item ID:

1000172845 Pavers Track, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: Dynapac

Unit Price:

38% Off Catalog

32% Off Options

Line2

Item ID:

1000172846 Pavers Rubber Tire, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: Dynapac

Unit Price:

38% Off Catalog

32% Off Options

Line3

Item ID:

1000172847 Rollers Steel Wheel, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: Dynapac

Unit Price:

38% Off Catalog

32% Off Options

Line 4

Item ID:

1000172849 Excavator Mini, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: Bobcat 418 to E55

Unit Price:

30% Off Catalog

24% Off Options

Line 5

ItemID:

1000172850 Excavator, Compact, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: E63 to E85

Unit Price:

24% Off Catalog

Line6

ItemID:

1000172851 Skid Loader Wheel, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: Bobcat

Unit Price:

30% Off Catalog

24% Off Options

Line 7

Item ID:

1000172852 Skid Loader Track, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: Bobcat

Unit Price:

30% Off Catalog

24% Off Options

Line 8

Item ID:

1000172853 Mounted Planer, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: Bobcat

Unit Price:

30% Off Catalog

24% Off Options

Line 9

Item ID:

1000172854 Skid Loader Forestry Mutch Package, SWC 219 Highway Maintenance Equipment

Unit of Measure: EA

Manufacturer: Bobcat

Unit Price:

30% Off Catalog

24% Off Options

APPROVED: Michael F. Perry/AWB Digitally signed by Michael F. Perry/AWB
DN: cn=Michael F. Perry/AWB, o=Central Procurement
Office, ou, email=Tony.Bybee@tn.gov, c=US
Date: 2020.06.02 10:42:57 -0500 BY: Mike Neely Digitally signed by Mike Neely
DN: cn=Mike Neely, o=TN CPO, ou=CPO,
email=michael.neely@tn.gov, c=US
Date: 2020.06.02 10:45:54 -0500
CHIEF PROCUREMENT OFFICER PURCHASING AGENT DATE

SWC# 219 Highway Maintenance Equipment
Contract Information and Usage Instructions

Contract Period: This is a three year contract with a one year renewal option. It began on July 1 2016 and will expire on November 30, 2020.

Summary/Background Information: Pricing is based on a percentage discount from the manufacturer's catalog. The percentage discount may vary within a manufacturer's price list with different percentages being applied on various product groups and models and/or options. You may then consider any model with the options you need to customize the equipment to your specifications. In addition, several manufactures may be considered in each category of equipment, giving the end user the flexibility and choices to get the brand and model they see as the best value. The CPO suggests that due to the complexity of pricing this equipment, that you contact the dealer(s) and allow them to assist in "Building Out" equipment to provide an accurate quote.

Some of the manufacturers offer a multiple unit discount which is an additional percentage discount that you add to the standard discount. Contracts detail these additional discounts and also the prompt pay discounts.

State Contact Information

Contract Administrator:

Mike Neely
Category Specialist
Central Procurement Office
(615) 741-5971
Michael.t.neely@tn.gov

Vendor Contact Information:

**ASC Construction (Ascendum
Machinery) (Regions 1 & 2)**
Contract #50620

Rob Tavenner
5730 Rutledge Pike
Knoxville, TN 37924
423-551-1065
rob.tavenner@ascendummachinery.com

**Chattanooga Tractor & Equipment (Region
2)**

Contract #50616

Nick Topping
Polymer Drive
Chattanooga, TN 37421
423 892-5725
ntopping@chattanoogatractor.com

CMI Equipment (Regions 1, 2, 3, 4)
Contract #50615

Zach Young
2405 Dickerson Rd
Nashville, TN 37207
912 957-9472
zach@cmiequip.com

East Tennessee Rent All (Region 1)
Contract #50624

Jim Baxter
3711 Bristol Highway
Johnson City, TN 37601
423 282-3221
jimb@etra.biz

Heavy Machines Inc. (Region 1)
Contract #50618

Chris Frazier
3920 East Raines Rd
Memphis, TN 38181
901 260-2232
cfrazier@heavymachinesinc.com

K & K Systems (Regions 1, 2, 3, 4)
Contract #50619

Elaina Strickland
687 Palmetto Rd
Tupelo, MS 38801
888 414-3003
estrickland@k-ksystems.com

Power Equipment (Regions 1, 2, 3, 4)
Contract #50621

Matthew Spence
3300 Alcoa Hwy
Knoxville, TN 37920
931 449-9061
matthew_spence@bramco.com

Parman Tractor & Equipment (Region 3)
Contract #50617

Erin McCree
3570 Dickerson Pike
Nashville, TN 37207
615 865-7800
emccree@parmancorp.com

Gateway Bobcat of Missouri (Region 3)
Contract #50622

Mike Nelson
149 Industrial Blvd
La Vergne, TN 37086
615 941-4000
mnelson@bobcatofnashville.com

Hutson's (Region 3)
Contract #50626

Alex Hahn
411 Alfred Thun Rd
Clarksville, TN 37040
270-408-1397
ahahn@hutsoninc.com

Meade Equipment (Regions 1, 2, 3, 4)
Contract #50625

Mike Comstock
2000 Tri Cities Xing
Kingsport, TN 37663
865 546-3207
mike.comstock@meadetractor.com

Roadtec (Regions 1, 2, 3, 4)
Contract #50631

Thomas McClain
800 Manufacturers Rd
Chattanooga, TN 37405
423 265-0600
tmclain@roadtec.com

Stowers Machinery (Regions 1, 2)
Contract #50614

Greg Simpson
 6301 Old Rutledge Pk
 Knoxville, TN 37924
 865 595-1098
gsimpson@stowerscat.com

Tennessee Tractor (Region 4)
Contract #50627

Justin Reasons
 16 S. Bell St, Suite 1
 Alamo, TN 38001
 731 635-9771
jreasons@tennesseetractor.com

Thompson Machinery (Regions 2, 3, 4)
Contract #50609

Trace Hall
 1245 Bridgestone Blvd
 La Vergne, TN 37086
 615 744-7816
trace@tmcat.com

TriGreen Equipment (Region 3)
Contract #50623

Clint Sides
 940 9th Ave North
 Franklin, TN 37064
 615 794-8187
ClintSides@trigreen.com

Viking Equipment (Regions 1, 2)
Contract #50623

Jennifer Parks
 4600 Bobcat Ln
 Knoxville, TN 37921
 865 588-8115
jparks@bobcatofknoxville.com

Williams Equipment (Region 4)
Contract #50630

Trey Huey
 3655 American Way
 Memphis, TN 38118
 662 232-1933
thuey@williamsequipment.com

<u>Contract</u>	<u>Vendor</u>	<u>Brand</u>
<u>50615</u>	<u>CMI</u>	<u>Schwarze, Latmor, Gradall, Terex, Paladin, Alamo Traxx, Ver-Mac, FAE- Region 1,2,</u>
<u>50620</u>	<u>Ascendum</u>	<u>Volvo, Stewart Amos- Region 1 & 2</u>
<u>50616</u>	<u>Chatt Tractor</u>	<u>New Holland, Bradco, Yanmar, - Region 2</u>
<u>50617</u>	<u>Parman Tractor</u>	<u>New Holland, Takeuchi, Paladin - Region 3</u>
<u>50624</u>	<u>East TN Rent Alls</u>	<u>Bobcat - Region 1</u>
<u>50622</u>	<u>Gateway Bobcat</u>	<u>Bobcat - Region 3</u>
<u>50618</u>	<u>Heavy Machines</u>	<u>Sakai - Region 1</u>
<u>50626</u>	<u>Hutson Inc</u>	<u>John Deere - Region 3</u>
<u>50619</u>	<u>K&K Systems</u>	<u>K&K - Region 1,2,3,4</u>
<u>50625</u>	<u>Meade Equip</u>	<u>John Deere - Region 1, Bomagg - Region 1,2,3</u>
<u>50621</u>	<u>Power Equip</u>	<u>Broce, Leeboy, Vogle, Takeuchi, Fecon, Hamm - Region 1,2,3,4</u>

<u>50631</u>	<u>Road Tec</u>	<u>Roadtec - Region 1,2,3,4</u>
<u>50614</u>	<u>Stowers</u>	<u>Catepillar,Bandit,Lamor, Weiler- Region 1 & 2, Mauldin- Region 1,2,3,4</u>
<u>50627</u>	<u>Tn Tractor</u>	<u>John Deere - Region 4</u>
<u>50609</u>	<u>Thompson</u>	<u>Catepillar - Region 2,3,4</u>
<u>50628</u>	<u>Trigreen</u>	<u>John Deere - Region 2 & 3</u>
<u>50623</u>	<u>Viking</u>	<u>Bobcat- Region 1 &2</u>
<u>50630</u>	<u>Williams Equip</u>	<u>Bobcat- Region 4</u>

Requisition and Purchase Order Generation:

For information on how to create a requisition and/or purchase order please click on the "Agency Upgrade User Guide" link on the following page:

<https://www.teamtn.gov/cpo/learning-development/cpo-job-aids.html>

Billing and Payment Instructions:

Follow your agency specific rules for bill and payments.





Brentwood City Commission Agenda

Meeting Date: 07/27/2020

Approval to Purchase 2021 4x4 Pickup Truck from Wilson County Motors, Inc. under State Contract

Submitted by: Dave Bunt, Parks & Recreation

Department: Parks & Recreation

Information

Subject

Approval to Purchase 2021 4x4 Pickup Truck from Wilson County Motors, Inc. under State Contract

Background

The Parks & Recreation Department is requesting authorization to purchase a 2021 Chevrolet Silverado 2500 HD Double Cab pickup truck under Tennessee statewide contract (SWC#209). Wilson County Motors, LLC is the authorized dealer in Tennessee for these vehicles (see attached state bid information).

The vehicle cost is \$29,817.60, which is less than the \$33,000 budgeted. It should be noted that a tool box and running boards will be added to this truck after delivery. This truck will replace an older, higher mileage truck that will be relegated to part-time staff use. Staff did solicit informal price quotes from other dealers for this same vehicle, and it was clear that the State contract price was lower than the City could expect to receive if bids were solicited for the vehicle directly.

Attached is the state contract with quote as well as a picture of the vehicle. Please contact Dave Bunt, Parks Director, if you have any questions.

Staff Recommendation

Staff recommends approval of the purchase of a 4x4 Pickup Truck from Wilson County Motors, Inc under State contract.

Previous Commission Action

No previous Commission action on this item.

Fiscal Impact

Amount : \$29,817.60

Source of Funds: General Fund

Account Number: 110-44400-89520

Fiscal Impact:

The vehicle cost is \$29,817.60 is within the \$33,000 budgeted for the Parks Department

Attachments

Quote & State Contract information

Truck Picture

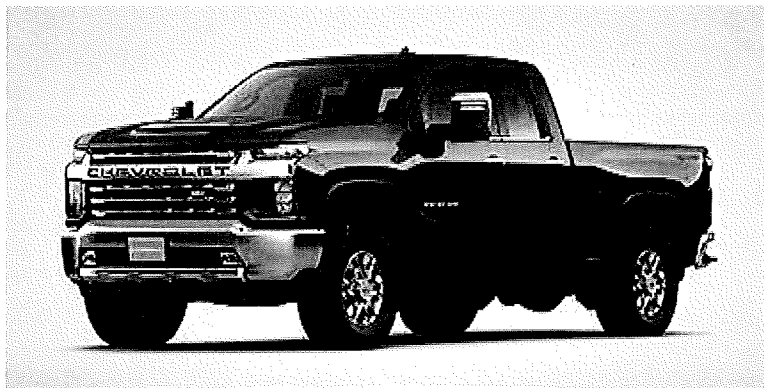


Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

City of Brentwood

Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck





Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (✓
Complete)

Price Summary

PRICE SUMMARY

	VQ2	MSRP
Base Price	\$36,548.40	\$39,900.00
Total Options	(\$8,325.80)	\$1,780.00
Vehicle Subtotal	\$28,222.60	\$41,680.00
Destination Charge	\$1,595.00	\$1,595.00
Grand Total	\$29,817.60	\$43,275.00

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Data Version: 11267. Data Updated: Jun 24, 2020 11:01:00 PM PDT.



Wilson County Motors

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Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (✓
Complete)

Selected Model and Options

MODEL

CODE	MODEL	VQ2	MSRP
CK20753	2021 Chevrolet Silverado 2500HD 4WD Double Cab 149" Work Truck	\$36,548.40	\$39,900.00

COLORS

CODE	DESCRIPTION	VQ2	MSRP
GAZ	Summit White	\$0.00	\$0.00

EMISSIONS

CODE	DESCRIPTION	VQ2	MSRP
FE9	Emissions, Federal requirements	\$0.00	\$0.00

ENGINE

CODE	DESCRIPTION	VQ2	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00	\$0.00

TRANSMISSION

CODE	DESCRIPTION	VQ2	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)	\$0.00	\$0.00

GVWR

CODE	DESCRIPTION	VQ2	MSRP
JGC	GVWR, 10,350 lbs. (4695 kg) (STD) (Included and only available with CC20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20753 and (L8T) 6.6L V8 gas engine with 17" wheels.)	\$0.00	\$0.00

AXLE

CODE	DESCRIPTION	VQ2	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00	\$0.00

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Wilson County Motors

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Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (Complete) ✓

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	VQ2	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00	\$0.00

WHEELS

CODE	DESCRIPTION	VQ2	MSRP
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)	\$0.00	\$0.00

TIRES

CODE	DESCRIPTION	VQ2	MSRP
QHJ	Tires, LT245/75R17E all-season, blackwall (STD)	\$0.00	\$0.00

SPARE TIRE

CODE	DESCRIPTION	VQ2	MSRP
ZHJ	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered)	Inc.	Inc.

PAINT

CODE	DESCRIPTION	VQ2	MSRP
GAZ	Summit White	\$0.00	\$0.00

SEAT TYPE

CODE	DESCRIPTION	VQ2	MSRP
AE7	Seats, front 40/20/40 split-bench with upper covered armrest storage (STD)	\$0.00	\$0.00

SEAT TRIM

CODE	DESCRIPTION	VQ2	MSRP
H2G	Jet Black, Vinyl seat trim	\$0.00	\$0.00

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Wilson County Motors

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Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (Complete) ✓

RADIO

CODE	DESCRIPTION	VQ2	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	\$0.00	\$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	VQ2	MSRP
ZLQ	WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) Cruise Control, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trairling with heated upper glass (Not available with (PCV) WT Convenience Package. With (ZW9) pickup bed delete, (QT5) EZ Lift power lock and release tailgate is deleted.)	\$668.80	\$760.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	VQ2	MSRP
JL1	Trailer brake controller, integrated (Requires (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Included with (CMT) Gooseneck/5th Wheel Package.)	\$242.00	\$275.00
NQH	Transfer case, two-speed active electronic Autotrac with push button control (Requires 4WD models.)	\$176.00	\$200.00

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	VQ2	MSRP
CGN	Chevytec spray-on bedliner Black with Chevrolet logo (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (CMT) Gooseneck/5th Wheel Package or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup bed delete. Not available with any Ship Thrus EXCEPT (TCE), (TCH), (VSH) or (VTV).)	\$479.60	\$545.00
DBG	Mirrors, outside power-adjustable vertical trairling with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.	Inc.
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.	Inc.	Inc.

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Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (✓
Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	VQ2	MSRP
AQQ	Remote Keyless Entry with 2 transmitters (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	Inc.	Inc.
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (RGE) Safety Essentials Package.)	Inc.	Inc.

CUSTOM EQUIPMENT

CODE	DESCRIPTION	VQ2	MSRP
Assistance	Additional Assistance	(\$797.20)	\$0.00
Fed Tire	Federal Tire Fee	\$5.00	\$0.00
Gov Asst	Government Assistance	(\$9,100.00)	\$0.00
Options Total		(\$8,325.80)	\$1,780.00

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Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (✓
Complete)

Standard Equipment

Package

Trailering Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Durabed, pickup bed

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb -ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

GVWR, 10,350 lbs. (4695 kg) (STD) (Included and only available with CC20743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels or CK20753 and (L8T) 6.6L V8 gas engine with 17" wheels.)

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black (Not included when (VQY) Chrome recovery hooks, LPO is ordered.)

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

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Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (✓ Complete)

Exterior

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QH) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QH) LT245/75R17E all-season, blackwall tires are ordered)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

Taillamps with incandescent tail, stop and reverse lights

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel.

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Mirror caps, Black

Glass, solar absorbing, tinted

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

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Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (✓ Complete)

Entertainment

Bluetooth for phone connectivity to vehicle infotainment system

Interior

Seats, front 40/20/40 split-bench with upper covered armrest storage (STD)

Vinyl seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

Window, power front, passenger express down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

Windows, power rear, express down (Not available with Regular Cab models.)

Door locks, power (Standard on Crew Cab and Double Cab models. On Regular Cab models, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

USB ports, 2 (first row) located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

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Data Version: 11267. Data Updated: Jun 24, 2020 11:01:00 PM PDT.



Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (✓
Complete)

Safety-Mechanical

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY

Warranty Note: <<< Preliminary 2021 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Wilson County Motors

Sabrina Edwards | 615-444-9642 | Sabrina@wilsoncountyauto.com

Vehicle: [Fleet] 2021 Chevrolet Silverado 2500HD (CK20753) 4WD Double Cab 149" Work Truck (Complete) ✓



Note:Photo may not represent exact vehicle or selected equipment.

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Data Version: 11267. Data Updated: Jun 24, 2020 11:01:00 PM PDT.



**STATE OF TENNESSEE, DEPARTMENT OF GENERAL SERVICES
CENTRAL PROCUREMENT OFFICE**

Statewide Multi-Year Contract Issued to:

Wilson County Motor Co LLC
903 S Hartman Dr
Lebanon, TN 37090

Vendor ID: 0000000869

Contract Number: 000000000000000000064414

Title: SWC# 209 - Vehicles

Start Date : October 01, 2019 End Date: September 30, 2021
Options to Renew: 0

Is this contract available to local government agencies in addition to State agencies?: Yes

Authorized Users. This Contract establishes a source or sources of supply for all Tennessee State Agencies. "Tennessee State Agency" refers to the various departments, institutions, boards, commissions, and agencies of the executive branch of government of the State of Tennessee with exceptions as addressed in Tenn. Comp. R. & Regs. 0690-03-01-.01. The Contractor shall provide all goods or services and deliverables as required by this Contract to all Tennessee State Agencies. The Contractor shall make this Contract available to the following entities, who are authorized to and who may purchase off of this Statewide Contract ("Authorized Users"):

- a. all Tennessee State governmental entities (this includes the legislative branch; judicial branch; and, commissions and boards of the State outside of the executive branch of government);
- b. Tennessee local governmental agencies;
- c. members of the University of Tennessee or Tennessee Board of Regents systems;
- d. any private nonprofit institution of higher education chartered in Tennessee; and,
- e. any corporation which is exempted from taxation under 26 U.S.C. Section 501(c)(3), as amended, and which contracts with the Department of Mental Health and Substance Abuse to provide services to the public (Tenn. Code Ann. § 33-2-1001).

These Authorized Users may utilize this Contract by purchasing directly from the Contractor according to their own procurement policies and procedures. The State is not responsible or liable for the transactions between the Contractor and Authorized Users.

Note: If "no", attach exemption request addressed to the Central Procurement Officer.

Contract Contact Information:

State of Tennessee
Department of General Services, Central Procurement Office
Contract Administrator: Michael Neely
3rd Floor, William R Snodgrass, Tennessee Tower
312 Rosa L. Parks Avenue
Nashville, TN 37243-1102
Phone: 615-741-5971
Fax: 615-741-0684

Line Information

Line 1

Item ID: 1000187722
Police Vehicles, Chevy, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 2

Item ID: 1000187723
Sedans, Chevy, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 3

Item ID: 1000187724
Minivan and Full-size Vans, Chevy(Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 4

Item ID: 1000187725
Sport Utility Vehicles, Chevy (SUVs), Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 5

Item ID: 1000187726
Light Trucks, Chevy(Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 6

Item ID: 1000187727
Medium Trucks, Chevy(Class 6,7) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 7

Item ID: 1000187750
Minivan and Full-size Vans, GMC (Passenger, Cargo, Cut-Away), Generic SWC209 Asset (All Regions)
Unit of Measure: EA
Unit Price: \$ 0

Line 8

Item ID: 1000187751

Sport Utility Vehicles, GMC (SUVs), Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 9

Item ID: 1000187752

Light Trucks, GMC (Class 1,2,3,4,5) Pickup or Chassis Cab, Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 10

Item ID: 1000187753

Sedans Buick, Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 11

Item ID: 1000187754

Sport Utility Vehicles, Buick (SUVs), Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 12

Item ID: 1000187733

Sedans, Hyundai, Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 13

Item ID: 1000187734

Sport Utility Vehicles, Hyundai (SUVs), Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

Line 14

Item ID: 1000179941

Optional Equipment, Generic SWC209 Asset (All Regions)

Unit of Measure: EA

Unit Price: \$ 0

APPROVED: _____

CHIEF PROCUREMENT OFFICER

BY: _____

Mike Neely

PURCHASING AGENT

DATE _____

Digitally signed by Mike Perry
DN: cn=Mike Perry, o=Chief Procurement
Officer, ou=Department of General Services,
email=Mike.Perry@nj.gov, c=US
Date: 2019.09.25 09:37:43 -0500

Digitally signed by Mike Neely
DN: cn=Mike Neely, o=TH CPO, ou=CPO,
email=mike.neely@nj.gov, c=US
Date: 2019.09.25 08:51:48 -0500



Brentwood City Commission Agenda

Meeting Date: 07/27/2020

2020-71 - Authorizing an Agreement with Harris ERP for Financial and Human Resources Software

Submitted by: Karen Harper, Finance

Department: Finance

Information

Subject

Resolution 2020-71 - Authorizing approval of an agreement with Harris ERP for Financial and Human Resources Software.

Background

One of the Finance Department's FY 2021 non-routine goals and objectives is the implementation of a new integrated Financial and Human Resource Software System, called CitySuite. Since 2005, the City has utilized a Financial Management Solution (FMS) and Human Resource Management Solution (HRMS) called Government e-Management Solutions, Inc. (GEMS).

Harris is the GEMS parent company and offers a program called "Software for Life" to all customers. "Software for Life" allows current customers to migrate over to a new generation of software within the Harris family of software solutions with minimal licensing costs should it be determined to be more suitable for the customer. Remaining with Harris will provide considerable time and monetary savings over transitioning to a completely new platform; therefore, it is staff's opinion that competitive bidding would be entirely impracticable for such a software system.

Technical and operational inefficiencies associated with the City's 15-year old system and the fact Harris will no longer be providing updates to the GEMS system warrant the need for a more up-to-date system. These operational limitations include:

- Lack of integration with desktop applications;
- Lack of online electronic approval and workflow;
- Limited ability to create flexible ad-hoc reports for management and user purposes;
- Limited ability to query databases and have access to online/real-time data;
- Inefficient and time consuming user setup;
- Third party check printing;
- Lack of payroll detail for ease of reconciliation; and
- Lack of employer benefits detail on payroll advices.

The limitations outlined above have led to a proliferation of independent databases (Excel, Access, Word, Spreadsheet Server, etc.) throughout the organization.

The new proposed system will address these deficiencies by offering many advanced features including:

- Ease of export of data to Excel;
- Additional workflows such as electronic purchase order and electronic invoice approval;
- Greater reporting and information analysis capabilities;
- Tracking the receipt of merchandise functionality;
- Inventory controls;
- Ease of user setup;
- No third party check printing requiring constant updates; and
- Cloud hosting and web browser used to access all applications which eliminates costly server hardware.

The software system is funded as part of the City's FY 2021 Capital Projects Fund budget. The total budgeted amount for the project is \$450,000, including computer software and associated hardware components.

Work on this project began in FY 2020, with the Finance Department working closely with the Technology and Human Resources Departments to perform a needs assessment, identify alternatives, and perform market research. The needs assessment was necessary because Harris notified the City that GEMS would no longer be enhanced. Harris would continue to support the software, but no improvements were to be made.

In recent years the selection committee had in-house demonstrations on two software platforms, Innoprise/CitySuite and Munis. The selection committee, consisting of Jay Evans, Dan Harrison, Mike Worsham, Julie Wilson, David Lincicome, and Karen Harper, determined CitySuite the most cost effective solution offering a new generation of software that reduces the learning curve with an intuitive interface, increased productivity with workflow integration and familiar support staff. Staff spoke to several cities who migrated from GEMS to CitySuite asking very specific questions on the ease of use of the software and the conversion process from GEMS to CitySuite. The remarks were very positive.

The cost of migration to CitySuite is as follows:

License Costs	\$ 8,500
Financials and Central Cash Receipts	\$ 99,400
Human Resources and Payroll	\$ 82,200
Estimated Travel Costs	<u>\$ 18,738</u>
	\$ 208,838*

Maintenance Costs	Financials & CCR	HR & Payroll	Total
Year 1	\$36,640	\$33,821	\$70,461
Year 2	\$38,472	\$35,512	\$73,984
Year 3	\$40,395	\$37,288	\$77,683
Year 4	\$42,415	\$39,152	\$81,567
Year 5	\$44,536	\$41,110	\$85,646

*Includes training, two year conversion, and estimated travel costs.

Please note that the software system expense of \$279,299 which includes license costs, the first year maintenance cost, two year conversion cost and estimated travel is only part of the \$450,000 budgeted for the project. Initially, the Water Services Utility Billing software (with a cost of approximately \$150,000) was to be included in this purchase, but due to the complexity of the utility billing software, it has been postponed until FY 2022, and the funds will be reserved. The remaining budget not allocated for Utility Billing will be used for equipment hardware costs, additional conversion costs outside of the scope of this agreement, and contingency funds if needed for additional training and consulting services.

Staff Recommendation

The staff is requesting approval of the Statement of Work and Master Software License, Services, and Support Agreement with CitySuite, a product of Harris ERP, at the July 27th City Commission meeting. If approved, the implementation kick-off meeting will be scheduled for the first part of August 2020 with the first major module, Financials and Central Cash Receipts, followed by Human Resources and Payroll to start in October 2020. Please note that the staff believes it will take 12-18 months to fully implement the conversions and all software modules.

If you have any questions or need additional information, please contact Karen Harper or Jay Evans.

Fiscal Impact

Amount : \$279,299

Source of Funds: Capital Projects Fund

Account Number: 311-45300-6006

Fiscal Impact:

Attachments

Resolution 2020-71

Contract No. 2020-067

Statement of Work

RESOLUTION 2020-71

**A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO
AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND
BETWEEN THE CITY OF BRENTWOOD AND HARRIS SYSTEMS USA FOR
FINANCIAL AND HUMAN RESOURCES SOFTWARE, 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 Harris Systems USA for financial and human resources software, 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

Master Software License, Services, and Support Agreement

This **Master Software License, Services, and Support Agreement** (the “**Agreement**”), is entered into on March 1, 2020 (the “**Effective Date**”) by and between City of Brentwood, 5211 Maryland Way, Brentwood, TN 37027, Phone: 615-371-7000 (“**Customer**”) and Harris Systems USA (“**Harris**”).

NOW THEREFORE, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

The following terms shall have the meaning set out below; all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Agreement:

- (a) “**Annual Support Services Fees**” means the annual Support Services fees set out in Schedule “A” to this Agreement.
- (b) “**License Fees**” means the license fees set out in Schedule “A” to this Agreement.
- (c) “**Change Order**” means any written documentation between the Customer and Harris evidencing their agreement to change particular aspects of this Agreement.
- (d) “**Confidential Information**” means, with respect to a party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information of Harris shall include, without limitation, the Software, the Documentation, and any information with respect to the Software or Services that Harris may provide to Customer from time to time, including without limitation, all information disclosed by Harris relating to the security of its facilities, computer systems and products. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction. Confidential Information of Harris shall include, without limitation, the Services, the Software, Documentation, and any information with respect to the Services that Harris may provide to Customer from time to time, including without limitation, the terms and conditions of this Agreement and all information disclosed by Harris relating to the security of its facilities, computer systems and products. Confidential Information shall not include any information that would be considered a public record under, and not be subject to an exception under, the Tennessee Public Records Act.
- (e) “**Data**” means all data that is provided by Customer to Harris and all other content transmitted, posted, received or created through Customer’s use of the Services or the Software.

- (f) **“Documentation”** means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software or used in conjunction with the Software, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software are provided to the Customer.
- (g) **“Fees”** means the License Fees, Annual Support Services Fees, Professional Services Fees, and other fees as may be further described and listed in Schedule “A” of this Agreement which may include fees that Harris collects on behalf of third party vendors of Third Party Components which are licensed and distributed directly by such third party vendor.
- (h) **“Professional Service(s)”** means those implementation, training, consulting, data conversion and professional service(s) provided by the Harris Professional Services team as further described in a Statement of Work of Schedule
- (i) **“Professional Services Fees”** means the Professional Service(s) fees set out in the Schedule “A”, or any subsequent Statement of Work that is to be paid by Customer to Harris for the Professional Services.
- (j) **“Services”** each means the web-based service(s) to be provided by or on behalf of Harris under this Agreement that includes hosting, monitoring, operating and maintaining the Software at a site owned or controlled by Harris or its service providers and the delivery of exclusive access via the Internet to Customer to use the Software granted to Customer pursuant to Section 2 hereof. The Services shall also include storing all data entered and maintained by Users through use of the Services.
- (k) **“Statement of Work”** or **“SOW”** means the Statement of Work, including any additional terms and conditions, that is included in Schedule “E” and any other Statement of Work executed by the parties. Such additional Statements of Work shall be incorporated into this Agreement by reference, and in the event of any conflict between the terms of any Statement of Work and the Agreement, the Agreement shall prevail.
- (l) **“Software”** means the software product(s) that are owned by Harris, delivered on a annual license basis and listed in Schedule “A” and includes Updates that have been provided to Customer. Third Party Components are not included in the definition of Software.
- (m) **“Support Services”** means those maintenance and support services to be provided by the Harris Support team as further described in Schedule “C” to this Agreement.
- (n) **“Third Party Components”** means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that Harris or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Services as well as any third party software that is required to be obtained by Customer directly from the applicable third party vendor in accordance with Section 7(h).
- (o) **“Updates”** means any minor modifications, enhancements, or improvements to the Software as well as bug fixes and error corrections that Harris makes generally available to its customers.
- (p) **“User”** means an employee or agent of Customer that has been authorized by the Customer in writing to access and use the Services.

2. Authorization

Subject to the terms and conditions of this Agreement, including without limitation, payment by Customer of the Professional Services Fees required for set-up or implementation, License Fees and the Annual Support Services Fees, Harris hereby grants to Customer a personal, non-exclusive, non-transferable limited license during the Term to (a) allow Users to access and use the Software and the Services listed in Schedule "A" on an annual basis and in accordance with the Documentation solely for Customer's internal business purposes and (b) to use, copy and modify the Documentation solely for the purpose of creating and using internal training materials relating to the Services.

3. Fees

In consideration of receiving the Software and the Services, and any Support Services and Professional Services, Customer agrees to pay to Harris the Fees and all applicable travel and lodging expenses as described in Schedule "A" to this Agreement in accordance with the payment terms as defined in Schedule "A".

The Fees are exclusive of taxes. Customer agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on Harris's net income). If the Customer is exempt from paying taxes in its state, then the Customer agrees to provide a tax-exempt certificate or other such evidence.

If any Fees are not paid when due, then at Harris's discretion, Harris may suspend the Software and Service, including all Customer access to the Service, pursuant to Section 16(b).

4. Term

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years (the "Initial Term"). After the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods (each a "Renewal Term") subject to Harris's then-current price structure unless either party provides written notice to the other party of its intention not to renew within one hundred and twenty (120) days of the end of the then current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the "Term".

5. Restrictions on Use

- (a)** Except as expressly provided herein, Customer may not give away, rent, lease or otherwise sell, re-sell, sublicense, distribute or transfer the license rights granted under this Agreement or otherwise use the Services except as expressly permitted by this Agreement without the prior written consent of Harris.
- (b)** Customer agrees that it will not reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the Software or Services, or attempt to otherwise convert or alter the Software or Services into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.
- (c)** Customer may duplicate Documentation, at no additional charge, for Customer's internal use so long as all required proprietary markings are retained on all duplicated copies.
- (d)** No third party, other than duly authorized agents or employees of Customer authorized pursuant to Section 2 hereunder, shall have access to or use of the Services.

- (e) Customer shall not copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.
- (f) Customer shall not access the Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of Harris.
- (g) The Customer shall not transmit, upload, post, distribute, store or otherwise publish, through use of the Services, any data, material or Information that: (i) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information; (ii) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (iii) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (iv) violates any law, statute, ordinance or regulation; or (v) includes unsolicited bulk e-mails, advertisements or solicitations.
- (h) Customer shall not interfere with or disrupt services or networks connected to the system used to provide the Services and shall not attempt to gain unauthorized access to the Services or such services or networks connected to the system used to provide the Services.
- (i) Customer shall not provide the results of using the Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.
- (j) In addition to its termination rights under Section 16, Harris may restrict or limit Customer's access to the Services if Harris reasonably determines that Customer has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct, in Harris's reasonable opinion poses any risk of any kind or nature to Harris or its service providers' network, business or other customers. As promptly as practicable after becoming aware of Customer's engagement in any such prohibited conduct, Harris will use reasonable efforts to notify Customer of the restriction or limitation to Customer's access to the Services and will promptly restore Customer's access after Harris has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, Harris reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of Customer in connection with its use of the Services that Harris determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to Harris or its service provider's network, business or other customers.

6. Services Availability

- (a) Harris shall provide all facilities, equipment, and software required to make the Services available.
- (b) Harris shall use commercially reasonable efforts to make the Services available to Users twenty-four (24) hours per day, seven (7) days per week; subject to the terms further defined in Schedule "B".
- (c) Harris reserves the right to have additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Services. Harris shall inform Customer of such criteria, but Harris shall be free to implement such criteria at any time without prior written warning to the Customer and/or to Users. Where Users do not accept such and/or agree to such criteria, Harris reserves its rights to not grant to such Users access to the Services. Harris

reserves its rights to restrict access to the Services to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Services.

- (d) Harris shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure availability of the Services. Customer, not Harris, shall be responsible for creating and maintaining all User account information and for performing all other application level system administration functions that are available within the Services after the cut over date specified in Schedule "E".
- (e) Harris shall comply with the terms and conditions regarding access and use of Data as set out in Section 13 of this Agreement.
- (f) Customer acknowledges that in order to provide the Services Harris may be required to purchase access to Third Party Components. Customer further acknowledges that the availability of such Third Party Components is based solely on the best information available to Harris and its service providers as of the Effective Date including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by Harris to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Harris' control, then (a) Harris shall not be in breach hereof or otherwise liable for any failure or inability to provide the Services as a result of such unavailability of any Third Party Components; and (b) Harris may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components, subject to the right to revise the Subscription Fees.

7. Customer Responsibilities

- (a) **Cooperation by Customer.** Customer acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of Customer and its staff and agrees to act reasonably and co-operate fully with Harris to achieve the Completion of Services related to any Professional Services provided by Harris. To enable Harris to provide effective Support Services, the Customer will establish auto remote access based on remote access procedures compatible with Harris's practices.
- (b) **Project Manager.** Customer shall appoint a project manager who shall work closely with Harris to facilitate the successful completion of the implementation process and who shall be responsible for supervising Customer staff and ensure their co-operation with and participation in such process during any Professional Services engagement.
- (c) **Customer Equipment.** Customer agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at Customer's facilities required for Users to access and use the Software and Services. Harris shall not be responsible for the operation of any Internet, network or other communication services. Customer further acknowledges that access to and the operation of the Services requires Customer's and Users' hardware to be of sufficient quality, condition and repair, and Customer agrees to and/or to ensure that Users' maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of Completion of Services related to any Professional Services supplied by Harris.
- (d) **Passwords.** Customer agrees to comply with all Harris security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any and all passwords and user ID's assigned to it its Users secret and confidential.

Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's, as well as any obligation that may result from such use. Customer agrees to notify Harris in writing if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify Harris immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.

- (e) **Users.** The Customer is responsible for: (i) the actions of Users using the Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by Harris from time to time for Users; and (iii) informing Harris of any information about Users' actions that may affect either the Services or third party data contained in or used by the Services, or Harris's ability to provide the Services as contemplated by this Agreement.
- (f) **Compliance with Laws.** Customer represents and warrants to Harris that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws including but not limited to those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.
- (g) **Data Security.** Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as Harris's) computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to Harris's servers; and (iii) Data is encrypted. Some content may be subject to governmental regulations or may require security measures beyond those specified by Harris for an offering. Customer will not input or provide such content unless Harris has first agreed in writing to implement additional required security measures.

HARRIS DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. WE SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND HARRIS SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.

- (h) **Required Third Party Software.** Customer agrees that it shall license the third party software set out in Schedule E to this Agreement directly from the vendor of such software. Although Harris may collect the license fees from Customer on behalf of such third party software vendor as part of the Subscription Fees, Customer acknowledges that such third party software shall be delivered by the third party vendor and subject to all of the terms and conditions of the applicable license agreement to be entered into between Customer and such third party vendor, and Harris shall have no responsibility or liability whatsoever for such third party software.

8. Professional Services & Support Services

- (a) **Professional Services.** Professional Services shall be provided to Customer in accordance with and subject to the terms and conditions of this Agreement, and Schedule "E" or any subsequent Statement of Work. Such subsequent Statements of Work shall be incorporated into this Agreement by Reference.

- (b) **Support Services.** Subject to the terms and conditions of this Agreement including payment of the Subscription Fees, Harris shall provide the Support Services in accordance with Schedule "C", subject to the terms therein, and of this Agreement. Where Third Party Software is required pursuant to Schedule "D" to this Agreement, Customer must also purchase all applicable support and maintenance services if required. Harris agrees that the support and maintenance fees applicable to the Third Party Software shall not exceed the fees that would be charged by Bluebeam Incorporated for equivalent support and maintenance services. Customer agrees that Harris's support and maintenance services for the Third Party Software are unique and cannot be adequately provided by another third party because of the integration between the Software and Third Party Software.

9. Warranty and Warranty Disclaimer

- (a) **Limited Warranty.** Harris warrants to Customer that the Services and Software shall be performed at a level and shall substantially conform to the specifications, as stated in Harris's documentation, provided that all use of the Software and Services is for the purposes and in the environment for which they were designed and in accordance with such specifications. Customer's sole remedy in the event the Services do not conform to the foregoing limited warranty is for Harris to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance with Section 11.
- (b) **Warranty Disclaimer.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 9(A), THE SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES, SUPPORT SERVICES, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

HARRIS, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

HARRIS DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR SOFTWARE, OR THE PROFESSIONAL SERVICES OR SUPPORT SERVICES SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE SOFTWARE AND SERVICES CAN BE USED OR COMBINED WITH ANY SOFTWARE OR SERVICES NOT SUPPLIED BY OR ON BEHALF OF HARRIS, CANNOT BE SUBJECT TO USER ERROR, THAT IT CAN BE USED IN ANOTHER ENVIRONMENT FOR WHICH IT WAS NOT INTENDED, OR THAT ALL ERRORS OR DEFECTS IN THE SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED.

HARRIS SHALL NOT BE LIABLE FOR ANY BREACH OF THE LIMITED WARRANTY IF SUCH BREACH IS A RESULT OF THE CUSTOMER'S FAILURE TO INSTALL ANY UPDATE THAT HARRIS HAS INFORMED CUSTOMERS IS REQUIRED OR NECESSARY FOR SECURITY PURPOSES, OR IS OTHERWISE REQUIRED FOR LEGISLATIVE COMPLIANCE, REGULATORY COMPLIANCE, OR AS HARRIS MAY DETERMINE IS IMPORTANT, HARRIS DOES NOT REPRESENT OR WARRANT THAT THE

SOFTWARE SHALL BE IN COMPLIANCE WITH ANY REGULATORY OR OTHER REQUIREMENTS IF SUCH UPDATE IS NOT IMPLEMENTED.

WITHOUT LIMITING THE FOREGOING, HARRIS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF HARRIS.

10. Limitations on Liability

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF HARRIS, ITS OFFICERS SHAREHOLDERS, DIRECTORS AND EMPLOYEES, AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES, THE SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY HARRIS IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE LICENSE AND SUPPORT FEES PAID BY CUSTOMER TO HARRIS UNDER THIS AGREEMENT FOR CURRENT YEAR OF THE TERM..

CUSTOMER FURTHER AGREES THAT IN NO EVENT SHALL HARRIS BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOST OR DAMAGED DATA, LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

11. Termination

This Agreement may be terminated as follows:

- (a)** If either party is in material breach of any of its obligations or any provision under this Agreement, the other party must notify the breaching party in writing of such default (a **"Default Notice"**). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within ninety (90) days or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to correct the default within such ninety (90) day period, and did not issue a notice disputing the alleged default within such thirty (30) day period, the other party may terminate this Agreement upon written notice to the other party to that effect
- (b)** If Customer has failed to pay any amounts when due under this Agreement, Harris shall have the right to (i) suspend performance of the Services (including Customer access to the Services) until all amounts are paid in full; and/or (ii) terminate this Agreement effective immediately upon written notice to Customer to that effect.

- (c) Harris may terminate this Agreement effective immediately upon written notice to Customer if Customer has breached its obligations of confidentiality or any intellectual property right or proprietary right of Harris.
- (d) Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.
- (e) If any such modification, change or replacement of the original Third Party Components pursuant to Section 6(f) impairs Customer's ability to utilize such Services in substantially the same manner as they were utilized prior to the modification, change or replacement, Customer may terminate this Agreement by providing written notice to Harris within twenty (20) days after Customer's discovery of such impairment.

12. Effects of Termination

In the event of termination or expiration of this Agreement:

- (a) All rights granted to Customer in this Agreement shall immediately terminate and Harris will immediately cease to perform or provide the Services and provide access to the Software.
- (b) Customer shall return to Harris or at Harris's option purge or destroy all copies of any Confidential Information of Harris in its possession or under its control (except as required under any statute or legislation related to retention requirements) and provide a duly authorized certificate of an officer of Customer confirming same within thirty (30) days.
- (c) Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (d) Customer will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Harris (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).
- (e) Conditional upon Customer's payment of all Fees that are due to Harris, Harris will furnish the Customer with a copy of the Data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). The anticipated time to provide a copy of the Data is five business days, subject to the size and complexity of the Customer's database and will be billed at Harris's then current daily rate. Customer shall provide Harris written notice of its receipt of the data. Upon receipt of notice from Customer confirming receipt of the Data, Harris shall destroy all copies of the Data and delete all Data on the database and an Officer of Harris shall certify the destruction and deletion to the Customer. Subject to any legal requirement that Harris must retain a copy of the Data, Harris shall not delete the Data for 90 days from the date of termination except: (i) where Harris has provided the Data to Customer pursuant to this Subsection; or (ii) where it has received written instructions from Customer to delete the Data. Following 90 days from the date of termination if Customer has not communicated with Harris regarding the Data, Harris shall have the right to delete all Data at any time as either required by law or as determined by Harris in its sole discretion. Notwithstanding the foregoing, Harris shall be permitted to delete all Data without providing

notification to Customer and Harris shall not be required to adhere to the time frames detailed above where Harris is required by law to delete such Data.

13. Ownership

(a) **By Harris.** Harris its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Services, Software, , and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Customer shall acquire no right whatsoever to all or any part of the Services, Software or underlying software except the limited right to access and use the Services in accordance with the terms of this Agreement and Harris and its licensors reserve all rights not expressly granted to Customer. Customer must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Customer hereby grants to Harris a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services, Software, and underlying software any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Services or Software.

(b) **Customer Data.** As between Harris and Customer, all Data will remain the sole and exclusive property of Customer. Customer is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of the Agreement, Customer grants to Harris a world-wide, non-exclusive, royalty-free license to access the Data for the purpose of performing the Services. Access to the Data shall only be by Harris's employees and/or subcontractors whose job function requires access. Except as specified in this Agreement, Harris may not access the Data for any other purpose without the express written consent of Customer. Access to Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.

Customer grants to Harris a world-wide, non-exclusive, royalty-free license to aggregate or compile Data with the customer data of other customers using the Services so long as such aggregation or compilation omits any data that would enable the identification of Customer, its clients or any individual, company or organization ("Aggregated Data"). Harris shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Customer grants Harris the right to access Data to provide feedback to Customer concerning its use of the Services.

Customer authorizes Harris to disclose the fact that Customer is a customer of Harris and uses the Services.

(c) Data and Privacy Policy of Customer

The Customer represents and warrants to Harris that:

- i. Data that is either provided to or acquired by Harris from Customer is owned exclusively by Customer and that the Customer has full right and title to provide the Data to Harris;
- ii. Data that is either provided to or acquired by Harris is subject to a privacy policy in effect as of the Effective Date and Customer's customers have provided to Customer their written consent for its collection, use and storage by Harris and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America;

- iii. Customer complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data collected, used, transferred, created or disclosed pursuant to this Agreement; and
- iv. Customer will not provide Harris with data of any kind for which Harris either has no need or does not have the right to collect, use and store under the terms of this Agreement.

14. Confidential Information

The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure agreement at least as protective of the other party's Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party.

In addition to any other restrictions on Harris's use of the Data, the confidentiality obligations above apply except to the extent that both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. Customer shall indemnify to the extent permitted by law and reimburse Harris in relation to all reasonable fees and other disbursements paid by Harris to comply with such requests, whether by an individual or a government body, or to challenge such requests at either Harris's or Customer's request. Customer represents and warrants to Harris that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.

15. Indemnity

Customer is solely responsible for its Data, its use, and its Users' use, of the Services in any way, and all legal liability arising out of or relating thereto. Customer shall defend, indemnify and hold Harris and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "**Indemnities**") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with (i) the use of the Software and Services including but not limited to any Third Party Components by Customer or its Users; (ii) any breach by Customer or its Users of this Agreement; or (iii) Customer's Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the Customer's Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal. The provisions of this section apply only to the extent permitted by Tennessee law.

16. General

- (a) **Governing Law; Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and subject to the jurisdiction of the state and federal courts therein. This Agreement expressly excludes that body of law applicable to choice of

law, the Uniform Commercial Code and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable.

(b) Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered either personally, mailed by prepaid registered post or by nationally recognized overnight courier to the following addresses:"

in the case of Harris, to:

Harris Systems USA, Inc. Delaware - incorporated in DE
1224 Fern Ridge Pkwy., Suite 100
St. Louis, MO 63141
Attention: Executive Vice President
Telephone: (314) 275-8877

With copy to

N. Harris Computer Corporation
1 Antares Drive, Suite 400
Ottawa, ON K2E 8C4
Attention: Commercial General Counsel

and in the case of the Customer, to:

City of Brentwood
5211 Maryland Way
Brentwood, TN 37027
Phone: 615-371-7000

Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered as evidenced by written or electronic receipt. Each party may change its respective notice address from time to time, by providing written notice to the other party in the manner described in this Section 16(c).

- (c) Currency:** Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of the United States of America.
- (d) Use of Name.** Customer agrees to the following promotional activities in relation to the purchase of Harris's solutions, products and services: (i) Customer permits Harris to issue a mutually agreed upon press release announcing Customer's purchase of Harris's products and services; and (ii) Customer grants Harris the right to reasonably include the Customer's name and logo in published lists referencing the users of the products and services of Harris. Customer may unilaterally withdraw their consent to the above promotional activities at any time by providing written notice to Harris of said revocation.
- (e) Entire Agreement:** This Agreement together with the Schedules attached to this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, understandings, arrangements, and communications between the parties, both written and oral, relating to the subject matter hereof. No terms and conditions in any Customer orders, or in any other documentation employed by or on behalf of Customer in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this

Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written amendment signed by an authorized representative of each of the parties. The Statement of Work in Schedule "E" may be amended by a subsequent, duly executed, Change Order.

- (f) **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- (g) **Assignment:** Customer may not assign any of its rights or duties under this Agreement without the prior written consent of Harris, such consent not to be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.
- (h) **Severability:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.
- (i) **Allocation of Risk:** Customer acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between Harris and Customer and set forth an allocation of risk reflected in the fees and payments due hereunder.
- (j) **Relationship:** The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.
- (k) **Equitable Relief:** Customer acknowledges and agrees that it would be difficult to compute the monetary loss to Harris arising from a breach or threatened breach of this Agreement by Customer and that, accordingly, Harris will be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Customer.
- (l) **Force Majeure:** No default, delay or failure to perform on the part of Harris shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, floods, acts of any governmental body, acts of God or the public enemy or default of a common carrier, unavailability of Third Party Components or other disasters or events.
- (m) **Survival:** Sections 1 (Definitions), 3 (Fees), 5 (Restrictions on Use), 7 (Customer Responsibilities), 6(g) (Security), 9 (Warranty and Warranty Disclaimer), 10 (Limitations of Liability), 12 (Effects of Termination), 13 (Ownership), 14 (Confidential Information), 15 (Indemnity), 16 (General) and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration of this Agreement unless and until waived expressly in writing by the party to whom they are the benefit.
- (n) **Authority to Execute Agreement:** By signing below, each party warrants and represents that the person signing this Agreement has authority to bind that party and that the party's execution of this Agreement is not in violation of any By-law, Covenants and/or other restrictions placed upon them by their respective entity. In addition, Customer further represents and warrants that they have obtained the necessary permissions and performed all necessary requirements, and shall perform any subsequent requirements,

that are necessary to enter into and perform under this Agreement as are required under state law or regulation, and under Customer's relevant policies, or procedures.

(o) Counterparts: This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Harris and the Customer have duly executed this Agreement to be effective on the Effective Date first written above.

N. HARRIS COMPUTER CORPORATION

CITY OF BRENTWOOD



Signature

Signature

Dan Albert

Name

Name

Vice President, Sales & Marketing

Title

Title

7/20/2021

Date

Date

Schedule "A"
Fees and Payment Schedule

The following Software has been licensed under this Agreement:

License costs: \$8,500

Services (Software Implementation) \$181,600

The fees shall be paid as detailed and outlined in the Statement of work

Payment Schedule:

Refer to billing milestones in Project Budget and Milestone section of the Statement of Work

Other Milestones

Travel Estimations: \$18,738

Travel will be billed as incurred; the above number is ONLY an estimation for budgeting purposes.

Hosted Support and Maintenance Fees:

- Year 1: \$70,461
- Year 2: \$73,984
- Year 3: \$77,683
- Year 4: \$81,567
- Year 5: \$85,646

Modules included:

See scope of work (in attached email) "Statement of Work – FIN-CCR-HR-PAY- Brentwood (07-14-20)

Schedule "B"
Service Availability

Availability and Uptime Objectives:

1. Availability of the Services is defined as when the Services are operational and accessible via a public internet connection. The Services shall be unavailable during certain scheduled downtime periods for the purpose of conducting maintenance and upgrades to the Services.
2. Uptime is defined as the time that the Services are either available or in scheduled downtime. Specific Service Level Objectives relating to Uptime are as follows:
 - a. Routine scheduled downtime shall not exceed eight (8) hours per month, averaged over twelve (12) months. Scheduled downtimes shall occur, to the extent practicable, during the weekend hours from 10:00 p.m. Friday to 3:00 a.m. Monday Eastern Time.
 - b. Harris shall notify Customer a minimum of five (5) calendar days prior to any period of scheduled downtime.
 - c. Harris reserves the right to schedule downtime for emergency situations with less than five (5) advance calendar days' notice. In the case of an emergency or other non-routine maintenance event, Harris reserves the right to suspend the Services and Customer's access to the Software for purposes of conducting such maintenance work at any time as deemed appropriate by Harris in its sole discretion, without prior notice to Customer, but will use best efforts to notify Customer of such suspended access as soon as practically feasible.

Harris shall make commercially reasonable efforts to achieve the service level objectives described herein.

3. Harris will not be responsible for any failure to meet the above Service Level Objectives if the failure is caused by:
 - a. Customer's network infrastructure (equipment, software or other technology), Customer's connection to the Internet or an Internet failure beyond the control of Harris;
 - b. A breach of the Agreement by Customer, its employees, subcontractors or agents ("Customer Representatives");
 - c. An error or the acts or omissions of Customer Representatives or Users;
 - d. Emergency or Scheduled maintenance or other mutually agreed upon downtime; or
 - e. Any other force majeure event, as set out in Section 16(m) of the Agreement.

Schedule "C"
Maintenance and Support Services

Harris reserves the right to make modifications to this Agreement as required; provided, however, Harris shall not reduce the scope of Support Services provided hereunder without the prior consent of the customer.

STANDARD SUPPORT AND MAINTENANCE SERVICES

The following services are included as part of Harris' software support contract:

- Toll Free Telephone support
- Sunset Rule Program: same (business) day call back program
- Software for Life
- Guaranteed Support on Customer's existing applications for as long as Customer pays the relevant Maintenance and Support Fees and has paid their Annual Licensing and Services Fees,
- Cost effective upgrade solutions
- Scheduled assistance for installations, upgrades & other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting, including assessment, diagnosis, documentation, and ultimate resolution of issues that pertain specifically to the customer's software (troubleshooting does not extend to any hardware or operating system components, unless the customer has a hardware support contract)
- E-mail support call logging and notification
- Free / web-based Support Sessions
- Free FTP access for upload/downloads
- Online access 24 hours a day, 7 days a week ("24 x 7"). Harris' online portal (the "Hub") can be used to log support issues and check for status updates on issues. Access to published documentation pertaining to a customer's particular software line (if available) may be contained in the Knowledge Base article section within the Hub. The Hub also enables the customer to assign a specific priority based on the specific level of urgency for a particular circumstance. In summary, the Hub benefits include the ability to:
 - Log, view, update and close support tickets
 - Update contact information
 - Access published documentation
 - Access available downloads
 - Access Knowledge Base
 - Access to new software releases, service packs and updates
 - Defect corrections
 - New features and planned enhancements
 - State and/or Federal mandated changes
 - Payroll regulated changes
 - Participation in BETA program
 - Release notes
 - Free monthly training webinars (see calendar on Harris' website)
 - Customer Care Program
 - Newsletters
 - Technical support bulletins
 - Advance communications on new products and services
 - Regional User Groups
 - On-site visits (by request – travel expenses may be billable)
 - Design review for potential enhancements or custom modifications

- Account Manager Services (business reviews, CRF assistance, site visits, meeting coordination)
- NPS (Net Promoter Score Program): NPS is a customer loyalty program, measuring feedback and driving constant improvement to the customer experience.
- Access to annual customer conference (registration fees apply) and access to conference presentation materials post-conference.
- Free product web demonstrations (by request, scheduling required)

STANDARD COVERAGE

Harris' standard hours of support are from 8:30 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. Support can be made available from 8:00 p.m. EST through to 8:30 a.m. EST and is billable on an hourly basis. Weekend assistance is available and must be scheduled in advance and in most cases is billable.

CONNECTION METHODS

To enable Harris to provide support to Customer in an effective and efficient manner, Harris requires that a communication link is established via <https://harriserp.screenconnect.com>, the Harris ERP Remote Support Portal ("Portal"). Communication via the Portal is secure, via SSL, and is encrypted with AES-256 block encryption and RSA, provided by the Microsoft RSA/Schannel Cryptographic Provider. This implementation of these algorithms in the Portal have been designated as FIPS compliant for Windows servers/machines.

Harris ERP requires all clients to utilize the Portal for remote connectivity to servers and workstations. Customer understands that a failure to utilize the Portal may result in delays in support and less timely issue-resolution. Customer further agrees that if the Customer fails to utilize Portal, Harris shall not be held to, or be held liable for, any response time, escalation obligations, or penalties listed in this SLA, and that Harris may, at its sole discretion, increase in Annual Support Service Fees payable by Customer, due to Harris' additional obligations regarding the management and utilization of other connection methods.

RESPONSE TIMES

Response times will vary and are dependent on the priority of the call. Harris will do its best to ensure that incoming calls are dealt with in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Harris' response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

CALL PRIORITIES

In an effort to assign Harris' resources to incoming calls as effectively as possible, Harris has identified three types of call priorities, 1, 2 & 3. A Priority 1 call is deemed by Harris' support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process payroll checks
- Inability to process accounts payable checks
- Inability to process bills
- Program errors without workarounds
- Incorrect calculation errors impacting a majority of records
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes
- Hand-held interface issues preventing billing

Priority 2 - Medium

- System errors that have workarounds
- Calculation errors impacting a minority of records
- Reports calculation issues
- Printer related issues (related to interfaces with Harris' software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds for large majority of accounts
- Recommendations for enhancements on system changes
- Questions on documentation

CALL PROCESS

All support issues or questions reported to Harris are tracked via a support ticket. Harris' Support Analysts cannot provide assistance unless a support ticket is logged. The current process for logging tickets is outlined below.

A support ticket must be placed through one of the following methods:

- **Online (Hub):** <https://harriserp.na2.teamsupport.com>
- **Email:** support@harriserp.com
- **Phone:** 1-866-450-6696

Customer ticket information must contain the following:

- Customer/Company Name
- Contact Person
- Software Product and/or Version
- Module and/or Menu Selection
- Nature of the question or issue
- Detailed Description of the question or issue
- Serial Number / Patron Number / Account Number / Serving Date, etc. (where applicable)

The more information provided by the Customer, the faster assistance can be provided. Specific details, such as the employee #, account #, G/L #, are very useful. Attaching supporting material, such as screenshots and report output, are also helpful in identifying and/or resolving the issue

Harris' support system or one of Harris' support analysts will provide Customer with a call id to track the issue and Customer's call will be logged into Harris' support tracking database.

Customer's call will be stored in a queue and the first available support representative will be assigned to deal with Customer's issue.

Customer will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution, as the support representative investigating the issue. If Harris requires additional information, Customer will be contacted by the assigned support representative to supply the information required.

All correspondence and actions associated with Customer's call will be tracked against Customer's all in Harris' support database. At any time, if available to you, you may log onto eSupport to see the status of Customer's call.

Once Customer's call has been resolved, you will receive an automated notification by email that Customer's call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both Customer's open and closed calls, if available to you, via Harris' website.

If Customer's issue needs to be escalated to a development resource or programmer for resolution, Customer's issue will be logged into Harris' development tracking database and you will be provided with a separate id number to track the progress of the issue. At this time, Customer's support call will be closed and replaced by the development id number. The development id number will remain open until Customer's issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved immediately depending on the nature and complexity of the issue.

Customer may contact the support department at their convenience for a status update on Customer's development issues or may log onto Harris' website (if available) to view Customer's issues on-line.

ESCALATION PROCESS

Harris' escalation process is defined below. This process has been put in to place to ensure that issues are dealt with appropriately. If, at any time, the customer is not satisfied with the resolution of the issue, or the response to the ticket, they are encouraged to escalate with Harris' Support Services organization as follows:

- **Level 1:** Contact the support representative working on Customer's issue
- **Level 2:** Contact the Director of Client Services
- **Level 3:** Contact the Vice-President of Operations
- **Level 4:** Contact the Executive Vice-President

Escalation Process within Harris' Internal Ticket Tracking System:

- Customer ticket is logged with Harris Support
- If a customer ticket is a Priority 1 and has not been responded to within 4 hours, the Harris Support Analysts responsible for the ticket are notified via email, and the ticket is escalated internally. Priority 2 tickets will be escalated if not responded to within 8 hours, and Priority 3 tickets will be escalated if not responded to within 12 hours
- If a customer's Priority 1 ticket has not been responded to 4 hours after the designated timeframe, Harris' Support Supervisor(s) are notified, and the call is escalated
- If a customer's Priority 1 ticket has not been responded to after 6 hours from the designated timeframe, Harris' Vice-President of Support is notified, and the call is escalated
- If a customer's Priority 1 ticket has not been responded to after 7 hours from the designated timeframe, Harris' Executive Management Team is notified, and the call is escalated

HOLIDAY SCHEDULE

Please note that Harris' offices will be **closed** on designated days, as outlined below. In instances where the Statutory Holiday falls on a weekend, Harris offices will be closed on either the preceding Friday or following Monday:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day

- Day After Thanksgiving
- Christmas Eve
- Christmas Day

BILLABLE SUPPORT SERVICES

The services listed below are examples of services that are out of scope of Customer's support and maintenance agreement and are therefore considered billable services.

- Extended telephone training (greater than 15 minutes)
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup & changes to hand-held interface or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc)
- File imports/exports - Interfaces to other applications
- Refreshes, backups, restores, setting up test areas
- Setup of new printers, printer setup changes
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs & optimization
- Extended Hardware & Operating System support
- Upgrades & support of third party software
- Installations / re-installations (workstations, servers)
- Style sheet changes (exception – one signature change per year, per system will be provided at no charge)

TEST DATABASES & ENVIRONMENTS

Harris is able to support customers in the maintenance of independent Test Environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment. The creation of Test Databases & Environments is a billable service, quotations & incremental maintenance rates will be provided on request.

THIRD-PARTY SOFTWARE SUPPORT (IF APPLICABLE)

Unless otherwise subceded by an existing third party agreement, Harris' standard coverage and the services for third party software support (if applicable), which are included as a part of Customer's Maintenance and Support Services are as follows:

Standard Hardware and Third Party Software Support Services

- 800 telephone support – first line phone support for troubleshooting (note, more complex issues will be escalated to the actual vendor of the products)
- "On-call," or after-hours support (scheduled assistance for installations, upgrades and other special projects – there may be charges depending on the scope of work)
- Remote connection support
- Technical troubleshooting
- Limited training questions (15 minute guideline)
- Assistance with creation of backup scripts / backup recovery
- Assistance with recovering data resulting from system crashes (charges may apply)
- Recommendations on specific hardware requirements
- Support provided for installed database issues (30 minute guideline)
- ODBC installation and connection to database assistance
- Updating databases to support new versions of installed applications
- Assistance with database installation, configuration and updating

The items listed below are services for third party software that are out of scope, and are therefore considered billable:

- On-site installation or upgrade of third party software
- Extended telephone training (beyond 15 minutes)
- Reconfiguration of file servers
- Recovering data resulting from client error
- Upgrading of any non-covered software on Customer's systems
- Preventative maintenance monitoring or other services
- Recommending or assisting with disaster recovery plans
- Re-establishment of ODBC connection if connection was lost due to actions of customer
- ODBC connections to other third party products
- Creation of custom reports
- Report writer training, upgrades and installations (other than at time of initial purchase)

Schedule "D"

Third Party Software

Required Third Party Software

The following third party software is required but not provided by Harris as part of the Services and must be licensed by Customer directly from the applicable third party vendor, subject to such third party vendor's terms and conditions:



CitySuite

STATEMENT OF WORK

City of Brentwood, TN

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Signatures

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General Information			
This Statement of Work ("SOW") is entered into and agreed upon effective as of _____ by and between Harris Enterprise Resource Planning (hereinafter referred to as "Harris Enterprise Resource Planning", "Harris ERP" or "Harris"), and the customer identified below ("Customer"). This SOW expressly incorporates by reference the entirety of that certain Master Purchase, License & Services Agreement between Harris ERP and the City of Brentwood, Tennessee dated _____ (the "Agreement"). If the Customer identified below is not a party to the Agreement identified above, then the Customer identified below agrees that upon incorporation of the Agreement into this SOW all provisions applicable to the "Customer" in the Agreement shall be applicable to the Customer identified below. Upon execution by Harris ERP and Customer, this SOW shall constitute a binding Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.			
Effective Date:			
Customer Name:	City of Brentwood, Tennessee		
Designated Location:	5211 Maryland Way, Brentwood, TN 37027		
Customer Contact:			
Customer Phone:		Customer Email:	

Special Terms (if applicable)
Harris ERP deliverables are limited to products and services expressly listed in the Signed Quote.

Statement of Work Approval (Customer)			
Print name of authorizing person:	Rhea E. Little, III		
Print title of authorizing person:	Mayor		
Signature of authorizing person:		Date:	

Statement of Work Approval – Harris Enterprise Resource Planning			
Print name of authorizing person:			
Print title of authorizing person:			
Signature of authorizing person:		Date:	

Background

The City of Brentwood, TN has been a customer of Harris ERP since May 2005. The City of Brentwood, TN (“the Customer”) currently uses GEMS & MS Govern solutions for Financials, CCR, and Human Resources Management. The Customer wishes to migrate to the following CitySuite Applications:

- Financials
- Centralized Cash Receipts (CCR)
- Human Resources Management or HR & Payroll

Objectives

The Statement of Work is intended to be a planning and control document, not the detailed requirements or design of the solution. It outlines the Customer’s and Harris ERP’s responsibilities, assumptions, and timeline estimates for the project. If a service or software is not listed in this document, it is not considered part of this project.

Customer Objectives

At the end of the project, the City of Brentwood’s will have fully migrated to Harris ERP’s Applications: Financials, CCR, and HR/Payroll, realizing the following benefits:

- Identified and implemented new and/or automated business processes to improve efficiencies – ex. Email notifications for approvals, avoiding paper
- Migrated to a hosted environment to lessen the burden of maintaining its own on-premise hardware
- Increase sharing of data and reporting across the organization by enabling end users to run their own reports, for the data they have access to
- Enhance user access within the system – ex. Departmental and account access
- Budgeting and pre-encumbrance controls are enhanced
- Improved employee satisfaction with HR/Pay
- Web-based access for all users
- Success will be achieved by the completion of accurate and timely payroll processing with the proper functioning of all calculations to ensure employees are paid correctly and all deductions are calculated precisely. Also, all other reporting is correct and accurately reflects the actual payroll process.

Overall:

- *Save time by reducing manual work*
- *Save resources by going “paperless” where possible*
- *Accurate and timely payroll processing*

Project Governance & Management

Project Staffing

Customer's Project Team

The Customer agrees to assign the appropriate personnel to the project, including:

Role	Responsibilities
Executive Sponsor	The Executive Sponsor provides support to the project by, providing strategic direction, communicating key issues about the project and the project's overall importance to the organization. The Executive Sponsor will be involved in the project as needed to provide necessary support, oversight, and guidance, but will not participate in day-to-day activities.
Project Manager	The Customer's Project Manager will coordinate project team members, subject matter experts, and the overall implementation schedule. The Project Manager will be responsible for reporting to the Executive Sponsor and providing the majority of the organization's change management communications and coaching. The project manager will also be the primary point of contact for the project and will coordinate all Harris ERP activities with the Harris ERP project manager.
Project Team Lead – one per Application	The Project Team Leads are tasked with carrying out all project tasks described in the Statement of Work including planning, business process analysis, configuration, documentation, testing, training, and all other required tasks. The Project Team Leads are responsible for and empowered to implement the new system in the best interests of the organization consistent with the project goals, project vision, and direction from the Project Manager and Executive Sponsor. They have the authority to approve process changes, configuration, etc. for their department
Subject Matter Experts (SMEs) if applicable	<ul style="list-style-type: none">○ Support the Project Team Leads and Project Manager in all their duties○ May assist with the assessment of business processes, and identifying ways the new system can be utilized.○ May assist in the resolution of issues impacting their areas of expertise
Technical Staff	<ul style="list-style-type: none">○ Support the system installation, updates, network infrastructure, etc.○ May provide first level support for security, data backup, and post go-live tasks as identified

The Customer proposes the following team members:

Project Role	Functional Area/Agency/Dept	Name	Title	Designated Backup
Executive Sponsor		Jay Evans	Asst. City Manager	
Project Manager		Karen Harper	Finance Director	David Lincicome
Project Team Lead – Financials		Julie Wilson	Asst. Finance Director	Karen Harper
Project Team Lead – Human Resources		Mike Worsham	HR Director	Robin Wright
Project Team Lead – Payroll		Debi Meadows	Payroll Specialist	Robin Wright
Project Team Lead - Placeholder		David Lincicome	Financial Analyst	
IT/Technical Lead		Dan Harrison	Network Administrator	Dandrell Epperson
SME 1	Accounts Payable	Cindy Cannon	Accounting Clerk II	Julie Wilson
SME 2	Accounts Receivable	Amy Givens	Accounting Clerk	Julie Wilson
SME 3	Cash Receipting	Clark Franklin	Accounting Clerk	Julie Wilson
SME 4	Fixed Assets/Capital Projects	Matt Bonney	Accountant	Julie Wilson

Expected Time Commitments

Harris ERP has provided a high-level summary of the expected time requirements for the Customer's Project Team, by project role:

Project Role	Estimate of Time Needed for Project
Executive Sponsor	1 hr per month, for project duration
Project Manager	2-4 hrs per week
Project Team Lead	2-10+ hrs per week
Project Team Lead Backup	2-8 hrs per week
IT/Technical Lead	2-3 hrs per week
SME 1	1-4+ hrs per week
SME 2	1-4+ hrs per week

All Customer personnel who need to be interviewed for this project will be sufficiently knowledgeable about their business area's needs and have the authority to represent their business area. Additionally, the Customer's Project Team identified above will be available and responsive in a timely manner, so as not to delay the project.

The time estimates provided may vary due a number of factors, but generally vary depending on the Stage of the project, as well as the nature of the business area and the team member's role & responsibility within it.

Harris ERP's Project Team

Harris ERP agrees to assign the appropriate personnel to the project, including:

Role	Responsibilities
Executive Sponsor	<ul style="list-style-type: none"> ○ Provide support to Project Managers in reporting project progress to the Customer ○ Approve and sign off on any material changes to project scope or staffing changes. Any material or staffing changes that affect the scope of the project will go through the Change Request process and will be approved by the Customer
Project Manager	<ul style="list-style-type: none"> ○ Support the Customer Project Manager in monitoring and reporting overall implementation progress (duties of both the Customer and Harris ERP) ○ Monitor and report progress on Harris ERP's responsibilities ○ Immediately notify the Customer Project Manager and Harris ERP Executive Sponsor of any issue that could delay the project ○ Fulfill all Harris ERP project deliverables outlined in the SOW. ○ Provide Harris ERP Staff according to the project plan ○ Immediately notify the Customer Project Manager and Harris ERP Executive Sponsor of any staffing changes that affect the implementation of the project. ○ Facilitate coordination between all Harris ERP departments ○ Monitor the project plan and schedule and make course corrections as agreed to by the Customer Project Manager. ○ Serve with the Customer project manager as the point person for all project issues. (First escalation point) ○ With the Customer Project Manager report on issue resolution status tracking ○ Present Harris ERP changes to the Customer for review by the Executive Sponsors
Application Consultant – per Application	<ul style="list-style-type: none"> ○ Knowledgeable in the application to advise on best practices and best use of the applications ○ Work with the Customer Project Team Lead to design and configure the functional components of the system. ○ Participate in Harris ERP software configuration with assistance from the Customer's Team Leads. ○ Test that the Software operates after configuration as per its design ○ Assist with the resolution of issues ○ Train the Customer's Project Team during and after configuration of software ○ Provide training on security and assist with set up ○ Provide training on, and assist with the set-up of the workflows agreed upon during the Business Process Review
Customer Success Manager	<ul style="list-style-type: none"> ○ Serve as a liaison between the Customer and Harris ERP as needed ○ Regularly scheduled calls to check-in ○ Point of Contact for any escalations or inquiries

Harris ERP Proposes the following team members:

Project Role	Name	Title
Executive Sponsor	Christine Leon	VP of Professional Services
Project Manager	Leah Knight	Project Coordinator
Financials Application Consultant(s)	Kathleen Paolucci Jackie Nunenmacher	Application Consultant Customer Success Manager
HR & Payroll Application Consultant	Dan Burrell	Application Consultant
Customer Success Manager	Jackie Nunenmacher	Customer Success Manager

Communication

Project Meetings

The Customer Project Manager and Harris ERP Project Manager will coordinate all meetings for all Project Team members, unless otherwise agreed to. At a minimum, both project managers will meet bi-weekly to review project progress. Notes from the meeting will be documented and contain:

- Summary of all areas discussed
- Status of key deliverables
- Project timeline Status
- Outstanding Issues/Risks and who owns them
- Action items for both Harris ERP and the Customer
- Next Project Activities including consulting/training, development, testing, installation

The Executive Sponsors will meet monthly to review the project status with the Project Managers.

Ad-hoc meetings between the Application Consultant and the Customer's Project Team Leads and SME's are expected, and encouraged to ensure project milestones and deliverables are met. The Project Team Leads and Application Consultant may also schedule recurring meetings over the course of the project, depending on availabilities and the stage of the project.

Acceptance

Harris ERP and the Customer will review, approve, and provide written sign-off for all key deliverables for each Stage. Harris ERP will submit in writing to the Customer a form or report for each completed deliverable. The Customer will either sign the document, or identify in writing any required changes, deficiencies, and/or additions necessary based on the SOW within ten (10) business days of receipt of document. If Harris ERP does not receive a response within 10 business days it will be assumed the deliverable is accepted as delivered and completed.

Harris ERP will review deliverables which are not approved by the Customer and create a plan to address them. Once addressed, a new document will be submitted. The Customer will then have five (5) days to either approve or provide additional comments on any required changes deficiencies, and/or additions necessary. This process will be repeated until the Customer grants approval and signoff on the document. It is assumed that the Executive Sponsor and/or the Project Manager will sign-off on acceptance for all key deliverables, unless otherwise agreed to by the Customer and Harris ERP or required by law for the City Manager to signoff.

Where the Customer is notified that configurations or other items related to the project are ready for testing, the Customer will have thirty (30) calendar days to perform the required testing and notify Harris ERP within the 30-calendar day time frame of any items that need to be addressed. If Harris ERP does not receive any notification from the Customer during the 30 calendar days, then the relevant items will be deemed accepted as-is.

The Customer shall not unreasonably delay approval and written sign off for any completed deliverable.

Escalations

In order for challenging issues to be remedied in a timely fashion, the Customer and Harris ERP will utilize the following escalation procedure.

All communication regarding the project should be directed to the Customer and Harris ERP's Project Managers in order to maintain consistent communication between the parties. Scheduled meetings will be maintained as noted above. All issues or concerns will be discussed actively and openly between the project managers.

If issues begin to interfere with the progression of the project, the Customer and/or Harris ERP project managers should escalate challenges to Harris ERP and Customer management in the sequence below, as needed:

Name	Title	Phone Number	Email
Christine Leon	VP of Professional Services	1 (613)-897-1626	cleon@harriscomputer.com
Dan Albert	VP of Sales	(314) 275-8877 x 75312	dalbert@harriscomputer.com
Deana Kovalcik	EVP, Harris ERP	(916) 577-2900 x334	dkovalcik@harriscomputer.com

Escalation to the Customer's management team should be as follows:

Name	Title	Phone Number	Email
David Lincicome	Financial Analyst	(615) 371-0060 ext 2080	David.lincicome@brentwoodtn.gov
Dan Harrison	Network Administrator	(615) 371-0060 ext 2290	Dan.harrison@brentwoodtn.gov
Julie Wilson	Asst. Finance Director	(615) 371-0060 ext 2100	Julie.wilson@brentwoodtn.gov
Karen Harper	Finance Director	(615) 371-0060 ext 2030	Karen.harper@brentwoodtn.gov
Jay Evans	Asst. City Manager	(615) 371-0060 ext 2190	Jay.evans@brentwoodtn.gov

Scope of Work Conditions

Software Functionality

The Customer understands and acknowledges that this project will deliver a set of products as outlined within this Statement of Work, in the *Background* section with functionality, features, integration and workflows which are designed to operate as delivered to Customer and will not be customized, modified, altered, added or changed by Harris at the Customer's request other than as specifically identified and priced in the Order Form or a subsequently issued Change Order. Accordingly, the Customer accepts the ERP products **as-is** and will not require functionality or feature gaps based on comparison to Customer's existing installed applications or Harris's other product lines. Customer's internal workflows are subject to change to adapt to Harris Products.

Data Ownership

All data shall be owned by the Customer. As owner of such data, it is the Customer's responsibility to ensure the integrity, accuracy, and completeness of such data. Harris shall have no liability of any kind related to any error, loss of, issue, defect, or cause of action arising out of or related to such data. Harris shall provide the Customer with pre-defined code tables, which will be delivered as-is. Any changes to the code tables or data conversion services are the Customer's responsibility.

Cancellation Policy

In situations where the parties have agreed on a specific date for Harris to perform training or other services at the Customer's site or remotely (collectively, the "Scheduled Services"), the Customer shall be responsible for adequately preparing the applicable site and ensuring availability of the applicable Customer personnel and/or contractors to facilitate Harris's performance of the Scheduled Services (collectively, the "Preparation").

In the event the Customer wishes to cancel or reschedule a scheduled site visit or the required preparation was not completed at the appointed time for the scheduled site visit, the Customer shall pay to Harris (i) the fee for one (1) day of the scheduled services for each of the Harris personnel and authorized subcontractors which were to perform the scheduled services ("One-Day Service Fee"), (ii) the per diem services fee for travel time associated with the actual travel undertaken by Harris personnel and authorized subcontractors en-route to the applicable Customer site ("Billable Travel Time"), and (iii) reimbursement for any non-refundable travel and lodging expenses incurred by Harris and authorized subcontractors in connection with such scheduled site visit ("Non-refundable T&E").

Unless otherwise specified in the applicable Order Form or SOW, in the event that the Customer provides written notice of its cancellation of a scheduled site visit at least 72 hours prior to the appointed date and time of the Scheduled Services, the Customer shall not be required to pay the One-Day Service Fee referenced above in connection with such site visit, but will be required to pay any applicable Billable Travel Time and Non-refundable T&E.

For avoidance of doubt, the foregoing payments relating to the One-Day Service Fee, Billable Travel Time and Non-refundable T&E are intended to compensate Harris for expenses associated with a lost day of work and related expenses. Such payments do not in any way (i) relieve either party of its obligations with regard to performance of and payment for the scheduled services, (ii) replace, amend or modify any of the terms relating to cancellation and/or change order requirements, rights and remedies set forth in this SOW or the Agreement that otherwise relate to the scheduled services, or (iii) grant to the Customer any right to cancel its order for the scheduled services.

Infrastructure Requirements

Electrical and Network Infrastructures

The Customer's electrical and computer network (LAN and WAN) infrastructures shall be stable and sufficient to meet the bandwidth requirements of the CitySuite Software solution being implemented. Inadequate infrastructure frequently results in less than desirable performance. If Mobile software is purchased, Harris is not responsible for the inability of a particular network to support features of the mobile software due to bandwidth restrictions.

LAN and WAN Compliance

Electrical and computer network (LAN and WAN) infrastructures are to be compliant and tested to latest industry standards by the Customer.

Software Installation

With respect to Harris ERP Software installed at the Customer's site, so long as the Customer remains current on annual support and maintenance fees, Harris will provide, once made generally available, all updates, upgrades, patches and workarounds to the Software covered under this Agreement. The Customer agrees to assist in the installation of such items. Any installation services requested by the Customer will be offered at Harris's then-current rates.

For all hosting solutions the software will be installed at Harris ERP's hosting center based on the Order Form.

Software Compatibility

The Customer accepts sole responsibility for any compatibility problems between the Software and any other application software or non-current software programs not maintained or supported by Harris ERP.

Remote Access

The Customer shall provide Harris ERP with secure high-speed remote access with a static IP address to all servers and work stations running Harris ERP software. The Customer will grant access rights to all Harris ERP personnel so designated in writing by Harris ERP as authorized by Harris ERP to need access rights. The high-speed access must be in place prior to the beginning of the installation process. The Customer's failure to provide secure high-speed remote access will be considered a material breach of the Agreement.

Antivirus, Viruses and External Threats

The entire network must be protected with Antivirus (AV) software and shall be kept up to date by the Customer with all the latest virus definitions and operating system patches/service packs. Harris ERP directories must be excluded from AV scans.

Software Updates

It shall be the responsibility of the Customer to maintain all operating system and firmware updates, including version releases, patches, and service packs for any third-party software that has been installed by Harris ERP.

Bandwidth

The minimum available bandwidth to each workstation should be no less than 100mbps and should be greater between multiple locations.

Virtual Environments

When using Virtual Machines ("VMs" running VMware or other Virtual Environments):

- Harris is not responsible for loss of performance due to issues with VMware, Host Server workload, Host network bandwidth or disk storage space.
- Harris must approve the Customer –provided Virtual Environment, including hardware, number of virtual machines running on the host, network bandwidth, disk systems, and any other aspect of the Virtual Environment.
- The Customer is responsible for the hardware and hardware support for the physical server that runs the Virtual Machine – the VM Ware Host.
- The Customer is responsible for the support of the VMware, including but not limited to, licensing, updates, support, and any other issue which VMware is related.
- The Customer will provide and procure support and maintenance of the operating system and database software running to the Virtual Machines.
- Virtual Environments shall be limited to only Harris products. The Customer's production servers may not operate on the same Host environment as Harris's products.

Physical Security

The Customer will be responsible for the establishment of procedures to provide physical site security for delivered hardware and software systems and their components. This security will include protection from losses caused by natural threats, forced entry, acts of violence, and internal sabotage. The Customer will be responsible for implementing procedures necessary to safeguard the integrity and security of the software and data used in this project from access by unauthorized persons.

Network Security

The Customer will be responsible for the establishment of procedures to provide security for its networks, hardware and software systems, and their components. This security will include protection from security threats entering the Customer's IT systems through the Internet or the Customer's internal networks.

Removal of Old Hardware

The Customer is responsible for the removal of old hardware.

Data Backup and Storage – Cloud Solution only

All data backups for the production CitySuite Software environment will be the responsibility of Harris. Harris will complete the following:

- Backup the data nightly to both disk and tape.
- Perform weekly full backups to disk and tape.
- All backups will be stored off-site for additional protection.
- All data recoveries from backup will be handled by Harris as required.

Harris Users and Permissions Requirements

Windows Users

- A "service level account" is needed with Administrator permissions on each server.
- A Domain user account (typically named CitySuite) is needed for maintenance and installation.
- This account also needs admin permissions on each server. Not required on workstations.

SQL User

- A SQL user account needs admin permission on each server.

- This account needs DBO rights to each database in the Harris system. This account also requires DB_Creator rights and ability to create new SQL logins.
- The databases used vary depending on the products installed.

Antivirus Exclusions

- Harris must have AV exclusions set for any directory containing CitySuite software. This can include the following:
 - C:\CitySuite
- Other directories may need to be excluded, depending on products installed. Detailed lists of excluded directories are available from Harris personnel and may depend on your environment and products installed.

Project Budget & Milestones

Project Budget

The Project Budget for this Statement of Work is a fixed price, as referenced in Master Software License, Services, and Support Agreement between the City of Brentwood ("Customer") and Harris Systems USA ("Harris") within Schedule A.

Travel costs are estimated at \$18,738 for this project. The Customer will only be invoiced for travel costs incurred, in accordance with Harris ERP's travel policy.

Billing Milestones

The Billing Milestones for this project will be on a percentage-basis of the total Project Budget, as follows:

#	Milestone Description	Percentage	\$ Value
Licenses (including Interfaces, net of discount)			
#1	Invoiced on Signing of Contract	100%	\$8,500
Services			
Financials & CCR			
#2	On Signing of Contract & SOW	20%	\$19,880
#3	On Completion of Stage 2 – Requirements Gathering	20%	\$19,880
#4	On Completion of Stage 4 – Data Conversion	25%	\$24,850
#5	On Completion of Stage 5 – Testing	15%	\$14,910
#6	On Completion of Stage 6 – Deploy (Go-Live)	20%	\$19,880
	Sub Total	100%	\$99,400
HR & Payroll			
#7	On Signing of Contract & SOW	20%	\$16,440
#8	On Completion of Stage 2 – Requirements Gathering	20%	\$16,440
#9	On Completion of Stage 4 – Data Conversion	25%	\$20,550
#10	On Completion of Stage 5 – Testing	15%	\$12,330
#11	On Completion of Stage 6 – Deploy (Go-Live)	20%	\$16,440
	Sub Total	100%	\$82,200
Year 1 - Hosting, Support, & Maintenance*			
#12	On installation of Financials & CCR in Hosted Environment	52%	\$36,640
#13	On installation of HRM in Hosted Environment	48%	\$33,821
	Sub-Total	100%	\$70,461
	Grand Total	N/A	See Note Below
Travel – Estimate purposes only**			
	Invoiced per employee, per trip, on a cost-recovery basis	\$18,738	As incurred

*Hosting, Support & Maintenance term starts per terms & conditions outlined in the Contract

**Harris ERP can provide a copy of our travel policy & billing procedures upon request.

Note: The milestones above do not include the Pricing for a Read-Only Replica Database for the purpose of integrating with Spreadsheet Server. If the City elects to procure this, then there are additional costs outlined in

Appendix A, #2 which are \$2,400 in services, and \$2,400 in annual hosting, support, and maintenance costs. The Billing Milestones will be agreed upon via change order.

Where the City has allowed for any contingency budget/spending the use of such contingency for the project will be agreed to via a Change Order.

Scope Changes & Change Orders

After the Final Executed SOW, either party may request changes to this SOW that will change the project scope. Such a request is accepted by the parties only if it becomes a formal written Change Order that is executed by both parties. The Change Order serves as an amendment to the Executed SOW. The Change Order will provide sufficient detail including the following:

- Detailed description of resources (both the Customer and Harris ERP) required to perform the change
- Specifications
- Implementation Plans
- Schedule for completion
- Impact on current milestones and project schedule
- Cost changes and/or changes to payment schedule (if applicable)
- Impact on project goals and objectives

A sample Change Order template is provided in **Appendix B – Change Order Template**.

Work Hours

All work will be performed during normal Harris ERP business hours (8:00 -19:00 CST). If services are required to be performed outside of these hours, an after-hours rate of \$250/hour will be billed, on a time-and-materials basis.

Preliminary Schedule

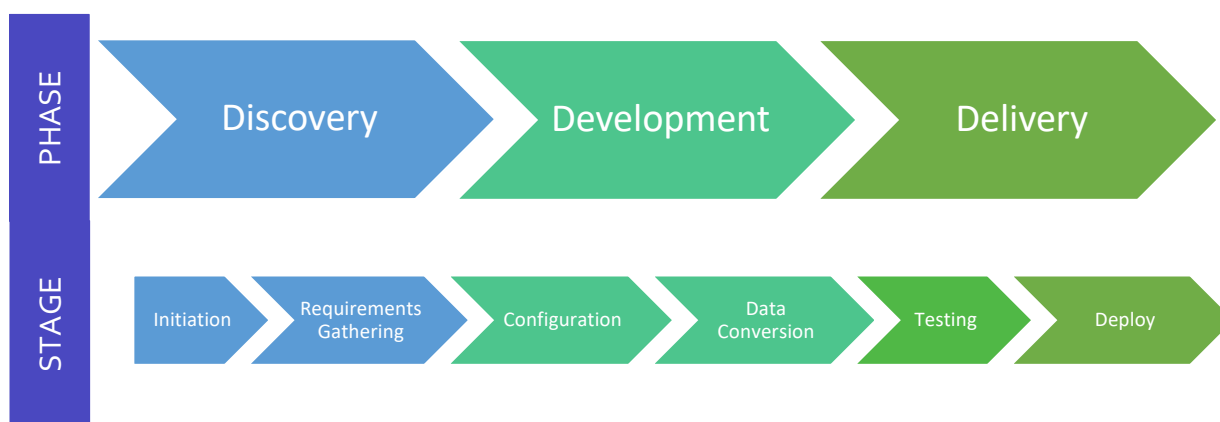
Harris ERP anticipates a 13-month project duration from contract signing to complete all deliverables outlined in this Statement of Work. Any changes in Scope or reductions in Customer team members availability may lengthen the project duration. Any delays in the project on the part of the Customer may require a Change Order for additional Project Management services. The table below summarizes the preliminary timeline, by Application

Refer to **Appendix D – Preliminary Project Timeline** for more details.

The timeline & schedule is subject to change based on the availability of key Customer staff and any changes in scope, as documented in any signed Change Orders, or unforeseen circumstances.

Implementation Methodology

The implementation of each Application will have three phases: Discovery, Development, and Delivery. Each Phase will have sub-phases, or “Stages”. This approach uses project management best practices and will help guide both the Customer and Harris ERP team to ensure the project objectives are met. The following image depicts the Project Phases, with further explanations following.



Phase 1: Discovery

The purpose of this Phase is to initiate the project with the assigned Project Staff and ensure that the scope and deliverables outlined in this Statement of Work is appropriate. By the end of this phase the Customer will have signed off on the functional workflows it desires to be configured within the Applications. There are two stages within this Phase:

- Stage 1 - Initiation
- Stage 2 - Requirements Gathering

The details of both Stages, including an in-depth description of the deliverables involved and the work needed to complete them is provided in the Scope of Work section of this Statement of Work, under *Services Scope*.

Phase 2: Development

The purpose of this Phase is to implement and test the configurations & deliverables agreed upon in the Discovery phase. By the end of this phase the Customer understands and accepts the configurations performed by Harris ERP within the Applications to achieve its desired business objectives. There are three stages within this Phase (continued numbering from Phase 1):

- Stage 3 – Configuration
- Stage 4 – Data Conversion
- Stage 5 – Testing

The details of these Stages, including an in-depth description of the deliverables involved and the work needed to complete them is provided in the Scope of Work section of this Statement of Work, under *Services Scope*.

Phase 3: Delivery

The purpose of this Phase is to implement the configurations & processes developed jointly into the Customer's live environment for use by Customer staff and its citizens. By the end of this phase the project will have been deemed complete. There is one stage in this Phase (continued numbering from Phase 2):

- Stage 6 - Deploy

The details of this Stage, including an in-depth description of the deliverables involved and the work needed to complete it is provided in the *Scope of Work* section of this Statement of Work, under *Services Scope*.

Scope of Work – Financials & CCR

Software Scope

The Customer is procuring the Financials & CCR applications, including the following modules:

Application	Module
Financials	General Ledger
	Chart of Accounts
	Accounts Payable
	Reporting
	Bank Reconciliation
	Purchasing
	Budget Preparation
	Fixed Assets
Centralized Cash Receipts	CCR

Any other modules within Financials that the Customer wishes to implement that are not listed above may incur additional license and service costs, and would be documented via a Change Order.

Services Scope

COVID-19 Considerations

With the risks and uncertainty Yes surrounding COVID-19 and current government restrictions in place, **all services are to be provided remotely**. Where social & travel restrictions have been lessened, the Customer and Harris ERP agree to modify the scope of services via a change order to account for any additional costs required for on-site meetings, if travel has not already been budgeted for.

Detailed Description

The Customer is procuring the following services as part of the agreed upon Statement of Work:

- Project Management Services
 - o Provide oversight, tracking, and guidance of the project to ensure successful delivery in accordance with the SOW
 - o Enforce and administer the Agreement and the SOW inclusive of any project change orders and invoices
 - o Assist in the resolution of issues and/or escalations that may arise over the course of the project
- Financial & CCR Application Consultant Services
 - o Documentation & recommendation of business processes agreed upon with the Customer
 - o Configuration of the Application(s) as agreed to with the Customer
 - o Preliminary testing of configurations in test
 - o Assist the Customer with Functional testing
 - o Deliver Subject Matter Expert Training to the Customer's staff
 - o Work with the Customer to implement any purchased interfaces

The delivery of the above services is detailed in the following sections and are broken into 6 Stages:

- Stage 1 – Initiation
- Stage 2 – Requirements Gathering
- Stage 3 – Configuration
- Stage 4 – Data Conversion
- Stage 5 – Testing
- Stage 6 – Deploy

Stage 1 – Initiation

The Customer Project Manager and Harris ERP Project Manager will coordinate and schedule a Kick-Off Meeting with all Project Staff as identified in this Statement of Work. The Kick-off Meeting will communicate the following:

- Key Team Members
- Scope of Work
- Project Escalation Chain
- High Level Timeline/Schedule
- Review Milestones
- Next Steps & Meetings

Outcomes:

Delivery/Milestone	Deliverable Type	Customer Responsibility	Harris ERP Responsibility
Project Team Assembly	Action	Yes	Yes
Kick-off Agenda & Presentation	Document	Yes	Yes
Completion of Kick-off Meeting	Action	Yes	Yes

Assumptions:

- o Kick-off presentation will be drafted & presented together by the Customer Project Manager and Harris ERP Project Manager. Harris ERP will provide a presentation template to be used collaboratively
- o A copy of the Agenda will be circulated with attendees prior to the meeting
- o A copy of the final agenda will be circulated after the meeting to all attendees
- o The project team members identified within this Statement of Work for the Customer must attend the kick-off meeting

Stage 2 – Requirements & Data Gathering

Following the Kick-off Meeting, the Customer Project Manager and Harris ERP Project Manager will coordinate a meeting for the appropriate Project Team Lead(s) to meet with the Application Consultant to conduct Business Process Reviews (BPR) to review and document the Customer's existing challenges with current processes and workflows and desired outcomes using the new CitySuite Applications.

In order to have a successful BPR meeting, the Application Consultant will provide Application Questionnaires for the Project Team Lead and SMEs to complete. The questionnaires are required to be completed prior to the BPR to help the Application Consultant prepare an agenda for the BPR meeting.

Using the questions & answers provided in the Questionnaire the Application Consultant will document their findings of the BPR formally, and provide a BPR Report for the Customer to review & approve. The report is a collaborative document and is critical for success. Harris ERP has included a template of its BPR Report in

Appendix C – BPR Template.

Outcomes:

Delivery/Milestone	Deliverable Type	Customer Responsibility	Harris ERP Responsibility
Business Process Reviews for: <ul style="list-style-type: none">• Chart of Accounts• General Ledger• Accounts Payable<ul style="list-style-type: none">o P Cardso E-Payableso Positive Pay	Action	Yes	Yes

<ul style="list-style-type: none"> ○ 1099 • Purchasing <ul style="list-style-type: none"> ○ Purchase Requisitions ○ Purchase Order • Receipting • Fixed Assets • Reporting • Bank Reconciliation • Budgeting 			
BPR Report for the Business Processes identified above	Documents	Yes	Yes
Financials Questionnaire	Document	Yes (to complete)	Yes (to provide)
CCR Questionnaire	Document	Yes (to complete)	Yes (to provide)

Assumptions:

- The Project Team Lead and any SMEs needed from the Customer are required to attend
- The Harris ERP Application Consultant will lead the discussion and document all findings
- The Project Team Lead & SMEs will be responsible for signing off on the BPR Report once ready for review
- The Final BPR report will be provided to all stakeholders including Executive Sponsor
- The Financials and CCR implementation should not proceed until the BPR report has been accepted by the Customer & Harris ERP, unless mutually agreed upon.
- The BPR Report may identify additional services, interfaces, functionalities that are not covered in this Statement of Work. If the Customer wishes to incorporate those aspects into the project, then a Change Order must be signed and agreed to by both parties.
- Each Business Process Review will include discussion on what the Customer's needs are as it relates to reporting and what information they need reporting on.
- The BPR Report will identify the Customer staff that will participate in "Subject Matter Expert Training".
- The duration of each BPR is expected to take 4-8 hours
- The BPR Report

Phase 1 Completion

Phase 1 will be deemed complete upon signing of the BPR Report by the Customer. This will also trigger **Billing Milestone #3.**

Stage 3 – Configuration

During this stage the Application Consultant will configure the Applications in the Customer's test environment to the specifications and workflows contained in the BPR Report. Where applicable, configurations will be developed with the Project Team Lead so as to facilitate knowledge transfer. This will enable the Customer to maintain and update the Application based on changes in processes and workflows on its own. Further training to the Customer will be provided in the Testing Stage.

Harris ERP will provide documentation on the general functionality of the Application's Configuration settings. It is the Customer's responsibility to document its preferences of those functionalities that are not already documented in the BPR Report. The Application Consultant would show the Customer how the initial set up of the environment(s) would be configured – ex. Logging in, establishing the Entity name(s), fiscal year, etc. This would be the first Configuration Walkthrough for the Customer as part of the "hands-on" learning that Harris ERP delivers throughout the implementation for all Applications.

Delivery/Milestone	Deliverable Type	Customer Responsibility	Harris ERP Responsibility
Configure Applications per BPR Report	Action	Yes	Yes
Configuration Walkthroughs	Action	Yes	Yes
Stylesheets: <ul style="list-style-type: none"> - Financials: Standard forms for PO, Requisition, Quote, Check, EFT Notification, and Warrants - CCR: Receipt 	Document	Yes	Yes

Assumptions

- All configurations will be completed in the Customer's test environment
- In order for Configuration to occur, the Customer's test environment will be installed in the hosted environment, triggering **Billing Milestone #17**. The Harris ERP Project Manager will notify the Customer that their environment has been installed prior to the invoice being issued.
- For stylesheets configuration there will be 3 conversions (initial, corrective, final.) The final conversion will be done before go- live. There will be no changes (additional data sources, import templates) to the stylesheets after the corrective conversion. Additional conversions or customizations of the standard stylesheets will require a change order for additional services.

Stage 4 – Data Conversion

The purpose of this section is to define the scope of data to be converted as part of the implementation. Additionally, a high-level description of the conversion process is given. The information below will be incorporated in the Data Conversion Plan that will be developed during, and used for, the Project.

Data Sources

The legacy Financials and CCR system is GEMS.

Time Period

Harris ERP will be converting the current fiscal year and prior fiscal year's data.

Data to be Converted

The following information is included as in scope for data conversion:

Financials	Inclusions
Chart of Accounts	Fund Segment Object Segment Non-Fund/Non-Object Segments Account Number Import Account Conversion
General Ledger	Opening Balance GL Transactions

Accounts Payable	Vendor Records Vendor Commodities Vendor Attributes Closed Invoices Historical Checks Open Invoices Open Purchase Orders Form 1099 Return Data 1099 Payee Data P Card Transactions
Fixed Assets	Fixed Assets
Budget	Budget Budget Adjustments

Any other items or additional historical data that the Customers wishes to have converted may require additional services, and therefore a Change Order to modify the Scope of Work.

Overview of Conversion Process

The Customer is responsible for extracting legacy data into a series of CSV or Excel file formats that will be used for each conversion.

The Harris Application Consultant will provide the import spreadsheets and conversion. The Customer is responsible for data extract, data manipulation, and populating the CitySuite import spreadsheets. No changes can be made to the import templates. The Application Consultant can provide answers to questions regarding the import spreadsheets. Harris ERP will teach the customer to import the data into the Application, in order to enable and empower them to convert more historical data into the system on their own. If the Customer requires additional assistance, or additional conversions, then a Change Order may be required.

All data shall be owned by the Customer. As owner of such data, it is the Customer's responsibility to ensure the integrity, accuracy, and completeness of such data. Harris ERP shall have no liability of any kind related to any error, loss of, issue, defect, or cause of action arising out of or related to such data.

Outcomes

Delivery/Milestone	Deliverable Type	Customer Responsibility	Harris ERP Responsibility
Import Spreadsheets	Document	Yes	
Conversion Coaching	Action	Yes	Yes
Data Extracts from Current System for Data Conversion	Documents	Yes	

Data Conversion Billing Milestone

Upon successful conversion of the prior fiscal year's data into the CitySuite Financials application, Harris ERP will invoice the Customer for **Billing Milestone #4.**

Stage 5 – Testing

In order to ensure successful testing of the Applications, Subject Matter Expert (SME) Training must occur. This SME Training will be delivered to those users identified in the BPR Report with the goal of familiarizing them with

the new processes and workflows. This SME Training is required in order to complete the functional testing requirements expected of the Customer. At a minimum, the Project Team Lead must attend the SME Training.

The purpose of SME Training is to train the core project team on the new/existing functionality that will be used to create or change workflows and processes. Attendees of this training should include the Project Team Lead and SMEs who will manage major functions of the Applications. The lessons will instruct trainees on how to execute business processes within the Applications. This training does not include introductory or basic training to users unfamiliar with the Applications. The SME Training will occur throughout this Stage, and will vary depending on the size and availability of the individuals selected by the Customer and the number of new workflows and processes being implemented. The training will be a combination of formal training sessions and ad-hoc training, where questions arise during testing.

Once the SME Training has occurred, the Application Consultant and the Project Team Lead will develop test plan documents jointly. The test plan will be designed to evaluate the outcomes of the configurations performed by the Application Consultant. The Customer will have 30 calendar days to complete testing of any functionality once made available in the test environment. The progress of testing will be monitored via the testing plan.

The Application Consultant will perform limited functional testing based on business-critical processes to ensure sufficient functionality before the customer executes functional testing. The Project Team Leads or SMEs (where applicable) will then perform functional testing; this entails testing individual workflows or specific modifications to ensure accurate functionality and results. If specific workflows or functions are not working as expected, then the Customer must notify the Application Consultant with the details of the issue.

The Application Consultant, with the Project Lead, will track any issues identified and the resolution(s) taken to resolve the issue. Harris ERP expects the Customer to re-test the issue to confirm resolution.

Delivery/Milestone	Deliverable Type	Customer Responsibility	Harris ERP Responsibility
SME Training	Action		Yes
Testing Checklist	Document	Yes	Yes
Initial Configuration Testing	Action	Yes	Yes
Functional Testing	Action	Yes	
Issue Identification & Tracking	Document	Yes	Yes
Issue Resolution	Action	Yes	Yes

Assumptions:

- All SME Training & testing of workflows and processes will be performed in the Customer's test environment
- If parallel testing is to be performed, the Customer must notify Harris ERP that it wishes to copy the test environment into the live environment
- The Project Team Lead will sign off on issue resolution and the testing plan on behalf of the Customer
- The Customer Project Manager and Project Team Lead are responsible for creating a Functional Testing schedule, either on a day-by-day or week-by-week basis, depending on the amount of testing and personnel required to complete the testing
- Weekly status calls to assess progress and address issues may be required to ensure timely completion
- If the Customer does not complete testing within the 30-calendar day time frame, then the configurations will be deemed accepted. If issues arise due to incomplete or lack of testing, then delays in the project timeline are likely to occur, and require additional work for both parties is anticipated, and would require a change order for those additional services.

Phase 2 Completion

Phase 2 will be deemed complete when the Customer agrees in writing that: 1) the configurations as agreed to in the BPR Report perform as desired, and 2) data conversions are completed, or the 30-calendar day timeframe for acceptance has passed. This will also trigger **Billing Milestone #5**.

Stage 6 – Deploy

The Project Managers will jointly schedule the date to initiate Go-Live. “Go-Live” indicates the date on which the Applications are operating in the Customer’s production environment with the new processes and workflows in place. Business operations and processes are being performed by the Applications, and is the primary system of record for the Customer.

During the week of Go-Live, a daily wrap-up meeting will be held. This meeting will be facilitated by the Project Managers with the primary goal to review activities of the day and report any issues. This meeting is to be attended by the Harris ERP and Customer Project Teams. Each individual shall report on the events of the day, any problem areas, and goals for the next day. This meeting will serve as an important vehicle for sharing information across the Project Team, especially when remote locations are a factor.

Delivery/Milestone	Deliverable Type	Customer Responsibility	Harris ERP Responsibility
Deploy Configurations	Action	Yes	Yes
Go-Live Support	Action		Yes
Go-Live Schedule	Document	Yes	Yes
Issue(s) Tracking	Document	Yes	Yes
Issue(s) Resolution	Action	Yes	Yes

Assumptions

- The test environment will be copied into the live environment by Harris ERP
- Go-Live Support will be provided by the Application Consultant for five (5) business days, during Regular Work Hours
- The Harris ERP Project Manager will assist and coordinate any additional activities and/or meetings as required
- After Go-Live, the Customer is expected to contact Customer Support; if additional training is required, the Customer will be required to procure additional training services via a Change Order.
- After completion of Go-Live the Customer will assume primary responsibility of the Applications and its day-to-day management and support. The Customer will be responsible for primary support of business processes and end users.

Phase 3 Completion

Phase 3 will be deemed complete on the last business day of Go-Live Support. The Harris ERP Project Manager will deliver a Certificate of Delivery to the Customer Project Manager as formal documentation that all items within the Statement of Work have been delivered and are accepted by the Customer. This will also trigger **Billing Milestone #6**.

Workflow Scope

As part of the Business Process Review, the Application Consultant will work with the appropriate Team Members to determine required specific configurations of the Applications. Any changes that the Customer wishes to make to the workflows that differ from the approved BPR Report may require a Change Order for additional services.

Development Scope

There is always the potential for additional development services to be identified during any project. For this project, there are no development services included. Where the Customer identifies a need for additional functionality to be developed by Harris ERP that does not currently exist, the Customer will work with Harris ERP to develop the requirements. A Software Development Requirements (SDR) document will be prepared and agreed to, that will be accompanied by a signed Change Order before any development services begin.

Harris ERP reserves the right to determine whether to proceed with the development wherein such determination shall be in Harris ERP's sole commercial discretion. Any such development shall be the sole property of Harris ERP. The Customer acknowledges that a change order may be required for additional services for the Application Consultant to develop the SDR, regardless if the Customer elects to implement and purchase the desired functionality or not.

Interfaces Scope

The Customer has procured the following interfaces for Financials:

- Spreadsheet Server

The above interface requires a flat-file format. If the requirements or scope of integration changes, then a Change Order will be required. Additionally, if the Customer wants to include any other interfaces or third-party software, a Change Order will be required to modify the scope of work.

Reporting Scope

Harris ERP will provide the Customer with all standard reports. It is assumed that the configurations made as part of the Business Process Reviews will provide the Customer with the appropriate data it requires. Modifications to the standard reports will be evaluated during the respective Business Process Review. Any custom reports or modifications identified as part of the Business Process Review will require a Change Order.

Training Scope

There is only one type of training included in this scope – SME Training. A description of these services are provided in **Services Scope**. If additional Train-the Trainer (TtT) and/or End User Training is desired, then a Change Order will be required to add these services to the Scope.

Harris ERP requires the Customer to provide end user training 30 days prior to going live where configurations or changes in process occur. Failure to do so could cause delays in the project schedule and would require a change order for additional Harris ERP services.

Version Requirements

The Customer must ensure its test and live environments are on the same versions, and those versions must be the most recent and available CitySuite version. Delays in doing so would delay the project schedule and may require a change order for additional services.

Limits and Exclusions

Harris ERP will not perform the following during implementation:

- Implementation of products or delivery of services not listed on the signed Quote or Statement of Work.
- Setup of additional system environments and databases
- Troubleshooting issues relating to the Customer's IT infrastructure
- Implement, install, maintain, or repair third-party software, servers, workstations or any other hardware

Post-Live Support

As the Customer is an existing Harris ERP customer, the process for contacting Harris ERP support will not change. Annual Maintenance for the applications remains in effect. Additionally, the Customer's Customer Success Manager will follow up with the customer within five (5) business days from the completion of Go-Live to address any follow up questions the Customer may have.

Scope of Work – HR & Payroll

Software Scope

The Customer is procuring the HR & Payroll Application, including the following modules:

Application	Module
HR & Payroll	Human Resources & Payroll
	State Reporting
	Employee Self-Service Portal

Any other modules that the Customer wishes to implement that are not listed above will incur additional services costs, and would be documented via a Change Order.

Services Scope

COVID-19 Considerations

With the risks and uncertainty surrounding COVID-19 and current government restrictions in place, **all services are to be provided remotely**. Where social & travel restrictions have been lessened, the Customer and Harris ERP agree to modify the scope of services via a change order to account for any additional costs required for on-site meetings.

Detailed Description

The Customer is procuring the following services as part of the agreed upon Statement of Work:

- Project Management Services
 - o Provide oversight, tracking, and guidance of the project to ensure successful delivery in accordance with the SOW
 - o Enforce and administer the Agreement and the SOW inclusive of any project change orders and invoices
 - o Assist in the resolution of issues and/or escalations that may arise over the course of the project
- HR & Payroll Application Consultant Services
 - o Documentation & recommendation of business processes agreed upon with the Customer
 - o Configuration of the Application(s) as agreed to with the Customer
 - o Preliminary testing of configurations in test
 - o Assist the Customer with Functional testing
 - o Deliver Subject Matter Expert Training to the Customer's staff
 - o Work with the Customer to implement any purchased interfaces

The delivery of the above services is detailed in the following sections and are broken into 6 Stages:

- Stage 1 – Initiation
- Stage 2 – Requirements Gathering
- Stage 3 – Configuration
- Stage 4 – Data Conversion
- Stage 5 – Testing
- Stage 6 – Deploy

Stage 1 – Initiation

The Customer Project Manager and Harris ERP Project Manager will coordinate and schedule a Kick-Off Meeting with all Project Staff as identified in this Statement of Work. The Kick-off Meeting will communicate the following:

- Key Team Members
- Scope of Work
- Project Escalation Chain
- High Level Timeline/Schedule
- Review Milestones
- Next Steps & Meetings

Outcomes:

Delivery/Milestone	Deliverable Type	Customer Responsibility	Harris ERP Responsibility
Project Team Assembly	Action	Yes	Yes
Kick-off Agenda & Presentation	Document	Yes	Yes
Completion of Kick-off Meeting	Action	Yes	Yes

Assumptions:

- o Kick-off presentation will be drafted & presented together by the Customer Project Manager and Harris ERP Project Manager. Harris ERP will provide a presentation template to be used collaboratively
- o A copy of the Agenda will be circulated with attendees prior to the meeting
- o A copy of the final agenda will be circulated after the meeting to all attendees
- o The project team members identified within this Statement of Work for the Customer must attend the kick-off meeting

Stage 2 – Requirements & Data Gathering

Following the Kick-off Meeting, the Customer Project Manager and Harris ERP Project Manager will coordinate a meeting for the appropriate Project Team Lead(s) to meet with the Application Consultant to conduct a Business Process Review (BPR) to review and document the Customer's existing challenges with current processes and workflows for the Applications.

In order for a successful BPR meeting, the Application Consultant will provide Application Questionnaires for the Project Team Lead and SMEs to complete. The questionnaires are required to be completed prior to the BPR to help the Application Consultant prepare an agenda for the BPR meeting.

Using the questions in **Appendix A** the Application Consultant will work with the Customer to review the HR & Payroll Questionnaire. The Questionnaire is a collaborative document and is critical for success.

Outcomes:

Delivery/Milestone	Deliverable Type	Customer Responsibility	Harris ERP Responsibility
HR & Payroll Questionnaire	Document	Yes (to complete)	Yes (to provide)
HR & Payroll Questionnaire Review	Action	Yes	Yes
Examples of System & State Reporting	Documents	Yes	
Data Extracts from Current System for Data Conversion & Historical Payroll Checks	Documents	Yes	

Assumptions:

- The Project Team Lead and any SMEs as needed from the Customer are required to attend
- The Harris ERP Application Consultant will lead the discussion and document all findings
- The Project Team Lead & SMEs will be responsible for signing off on the Questionnaire
- The Questionnaire report will be provided to all stakeholders
- The project will not proceed until the Questionnaire has been accepted by the Customer & Harris ERP
- The Questionnaire & Reports provided by the Customer may identify additional services, interfaces, functionalities that are not covered in this Statement of Work. If the Customer wishes to incorporate those aspects into the project, then a Change Order must be agreed to by both parties.

Phase 1 Completion

Phase 1 will be deemed complete upon signing of the BPR Report by the Customer. This will also trigger **Billing Milestone #8.**

Stage 3 – Configuration

During this stage the Application Consultant will configure the Applications in the Customer's test environment to the specifications and workflows contained in the BPR Report. Where applicable, configurations will be developed with the Project Team Lead so as to facilitate knowledge transfer. This will enable the Customer to maintain and update the Application based on changes in processes and workflows on its own. Further training to the Customer will be provided in the Testing Stage.

Harris ERP will provide documentation on the general functionality of the Application's Configuration settings. It is the Customer's responsibility to document its preferences of those functionalities that are not already documented in the BPR Report.

Delivery/Milestone	Deliverable Type	Customer Responsibility	Harris ERP Responsibility
Configure Applications per Questionnaire	Action	Yes	Yes
Configuration Walkthroughs	Action	Yes	Yes

Assumptions

- All configurations will be completed in the Customer's test environment
- In order for Configuration to occur, the Customer's test environment will be installed in the hosted environment, triggering **Billing Milestone #13.** The Harris ERP Project Manager will notify the Customer that their environment has been installed prior to the invoice being issued.

Stage 4 – Data Conversion

The purpose of this section is to define the scope of data to be converted as part of the implementation. Additionally, a high-level description of the conversion process is given. The information below will be incorporated in the Data Conversion Plan that will be developed during, and used for, the Project.

Data Sources

The legacy HRMS is GEMS.

Time Period

Harris ERP will be converting the current calendar year and prior year's data.

Data to be Converted

The following information is included in the scope of work

HR & Payroll	Inclusions
Payroll	Additional Rates Assignment Accruals Assignment Activity Assignment Items Assignments Authorizations Check History Detail Check History Header Check Reconciliations Custom Dates Demographics Departments Dependents Direct Deposits Distribution Accounts Emergency Contacts Payroll Banks Position Accruals Position Departments Position Items Positions Tax Details
HR	Reviews Screenings Incidents Awards Courses Grievances Pay Rates Status History Activity Logs
Applicant Tracking	N/A
Employee Self-Service Portal	Workgroups User Import

Any other items or additional historical data that the Customers wishes to have converted may require additional services, and therefore a Change Order to modify the Scope of Work.

Overview of Conversion Process

The Customer is responsible for extracting legacy data into a series of CSV or Excel file formats that will be used for each conversion.

The Harris Application Consultant will provide the import spreadsheets and conversion. The Customer is responsible for data extract, data manipulation, and populating the CitySuite import spreadsheets. No changes can be made to the import templates. The Application Consultant can provide answers to questions regarding the import spreadsheets. Harris ERP will teach the customer to import the data into the Application, in order to enable and empower them to convert more historical data into the system on their own. If the Customer requires additional assistance, or additional conversions, then a Change Order may be required.

All data shall be owned by the Customer. As owner of such data, it is the Customer's responsibility to ensure the integrity, accuracy, and completeness of such data. Harris ERP shall have no liability of any kind related to any error, loss of, issue, defect, or cause of action arising out of or related to such data.

Outcomes

Delivery/Milestone	Deliverable Type	Customer Responsibility	Harris ERP Responsibility
Import Spreadsheets	Document	Yes	
Conversion Coaching	Action	Yes	Yes
Data Extracts from Current System for Data Conversion	Documents	Yes	

Data Conversion Billing Milestone

Upon successful conversion of the prior calendar year's data into the CitySuite HR & Payroll application, Harris ERP will invoice the Customer for **Billing Milestone #9.**

Stage 5 – Testing

In order to ensure successful testing of the Applications, SME Training must occur. This SME Training will be delivered to those users identified in the Questionnaire with the goal of familiarizing them with the new processes and workflows. This SME Training is required in order to complete the functional testing requirements expected of the Customer. At a minimum, the Project Team Lead must attend the SME Training.

The purpose of SME Training is to train the core project team on the new/existing functionality that will be used to create or change workflows and processes. Attendees of this training should include the Project Team Lead and SMEs who will manage major functions of the Applications. The lessons will instruct trainees on how to execute business processes within the Applications. This training does not include introductory or basic training to users unfamiliar with the Applications. The SME Training will occur throughout this Stage, and will vary depending on the size and availability of the individuals selected by the Customer and the number of new workflows and processes being implemented. The training will be a combination of formal training sessions and ad-hoc training, where questions arise during testing.

Once the SME Training has occurred, the Application Consultant and the Project Team Lead will develop test plan documents jointly. The test plan will be designed to evaluate the outcomes of the configurations performed by the Application Consultant. The Customer will have 30 calendar days to complete testing of any functionality once made available in the test environment. The progress of testing will be a monitored via the testing plan.

The Application Consultant will perform limited functional testing based on business-critical processes to ensure sufficient functionality before the customer executes functional testing. The Project Team Leads or SMEs (where applicable) will then perform functional testing; this entails testing individual workflows or specific modifications to ensure accurate functionality and results. If specific workflows or functions are not working as expected, then the Customer must notify the Application Consultant with the details of the issue.

The Application Consultant, with the Project Lead, will track any issues identified and the resolution(s) taken to resolve the issue. Harris ERP expects the Customer to re-test the issue to confirm resolution.

Delivery/Milestone	Deliverable Type	Customer Responsibility	Harris ERP Responsibility
Core Team Training	Action		Yes
Testing Checklist	Document	Yes	Yes
Initial Configuration Testing	Action		Yes
Functional Testing	Action	Yes	
Issue Identification & Tracking	Document	Yes	Yes
Issue Resolution	Action	Yes	Yes
Stylesheet: Standard Check	Document	Yes	Yes

Assumptions:

- All SME Training & testing of workflows and processes will be performed in the Customer's test environment
- The Project Team Lead will sign off on issue resolution and the testing plan on behalf of the Customer
- The Customer Project Manager and Project Team Lead are responsible for creating a Functional Testing schedule, either on a day-by-day or week-by-week basis, depending on the amount of testing and personnel required to complete the testing
- Weekly status calls to assess progress and address issues may be required to ensure timely completion
- If the Customer does not complete testing within the 30-calendar day time frame, then the configurations will be deemed accepted. If issues arise due to incomplete or lack of testing, then delays in the project timeline are likely to occur, and require additional work for both parties is anticipated, and would require a change order for those additional services.
- For stylesheets configuration there will be 3 conversions (initial, corrective, final.) The final conversion will be done before go-live. There will be no changes (additional data sources, import templates) to the stylesheets after the corrective conversion. Additional conversions or customizations of the standard stylesheets will require a change order for additional services.
- Any state reporting forms that will require significant modifications or development within the Application may warrant a Change Order – the state reporting forms must be provided to Harris ERP as soon as possible

Phase 2 Completion

Phase 2 will be deemed complete when the Customer agrees in writing that: 1) the configurations as agreed to in the HR & Payroll Questionnaire and State Reporting perform as desired, and 2) data conversions are completed, or the 30-calendar day timeframe for acceptance has passed. This will also trigger **Billing Milestone #10.**

Stage 6 – Deploy

The Project Managers will jointly schedule the date to initiate Go-Live. "Go-Live" indicates the date on which the Applications are operating in the Customer's production environment with the new processes and workflows in place. Business operations and processes are being performed by the Applications, and is the primary system of record for the Customer.

During the week of Go-Live, a daily wrap-up meeting will be held. This meeting will be facilitated by the Project Managers with the primary goal to review activities of the day and report any issues. This meeting is to be attended by the Harris ERP and Customer Project Teams. Each individual shall report on the events of the day, any problem areas, and goals for the next day. This meeting will serve as an important vehicle for sharing information across the Project Team, especially when remote locations are a factor.

Delivery/Milestone	Deliverable Type	Customer Responsibility	Harris ERP Responsibility
Deploy Configurations	Action	Yes	Yes
Go-Live Support	Action		Yes
Go-Live Schedule	Document	Yes	Yes
Issue(s) Tracking	Document	Yes	Yes
Issue(s) Resolution	Action		Yes

Assumptions

- Go-Live Support will be provided by the Application Consultant for five (5) business days, during Regular Work Hours
- The Harris ERP Project Manager will assist and coordinate any additional activities and/or meetings as required
- After Go-Live, the Customer is expected to contact Customer Support; if additional training is required, the Customer will be required to procure additional training services via a Change Order.
- After completion of Go-Live the Customer will assume primary responsibility of the Applications and its day-to-day management and support. The Customer will be responsible for primary support of business processes and end users.

Phase 3 Completion

Phase 3 will be deemed complete on the last business day of Go-Live Support. The Harris ERP Project Manager will deliver a Certificate of Delivery to the Customer Project Manager as formal documentation that all items within the Statement of Work have been delivered and are accepted by the Customer. This will also trigger **Billing Milestone #11**.

Workflow Scope

As part of the Business Process Review, the Application Consultant will work with the appropriate Team Members to determine required specific configurations of the Applications. Any changes that the Customer wishes to make to the workflows that differ from the approved Questionnaire may require a Change Order for additional services.

Development Scope

There is always the potential for additional development services to be identified during any project. For this project, there are no development services included. Where the Customer identifies a need for additional functionality to be developed by Harris ERP that does not currently exist, the Customer will work with Harris ERP to develop the requirements. A Software Development Requirements (SDR) document will be prepared and agreed to, that will be accompanied by a signed Change Order before any development services begin.

Harris ERP reserves the right to determine whether to proceed with the development wherein such determination shall be in Harris ERP's sole commercial discretion. Any such development shall be the sole property of Harris ERP. The Customer acknowledges that a change order may be required for additional services for the Application

Consultant to develop the SDR, regardless if the Customer elects to implement and purchase the desired functionality or not.

Interfaces Scope

The Customer has procured the following interfaces for HR & Payroll:

- Time Keeping System – Attendance Enterprise

If the Customer wants to include any other interfaces or third-party software, a Change Order will be required to modify the scope of work.

Reporting Scope

Harris ERP will provide the Customer with all standard reports. It is assumed that the configurations identified within the Questionnaire will provide the Customer with the appropriate data it requires. Modifications to the standard reports will be evaluated during the respective Business Process Review. Any custom reports or modifications identified as part of the Business Process Review will require a Change Order.

Training Scope

There is only one type of training included in this scope – SME Training. A description of these services is provided in **Services Scope**. If additional Train-the Trainer (TtT) and/or End User Training is desired, then a Change Order will be required to add these services to the Scope.

Harris ERP requires the Customer to provide end user training 30 days prior to going live where configurations or changes in process occur. Failure to do so could cause delays in the project schedule and would require a change order for additional Harris ERP services.

Version Requirements

The Customer must ensure its test and live environments are on the same versions, and those versions must be the most recent and available CitySuite version. Delays in doing so would delay the project schedule and may require a change order for additional services.

Limits and Exclusions

Harris ERP will not perform the following during implementation:

- Implementation of products or delivery of services not listed on the signed Quote or Statement of Work.
- Setup of additional system environments and databases
- Troubleshooting issues relating to the Customer's IT infrastructure
- Implement, install, maintain, or repair third-party software, servers, workstations or any other hardware

Post-Live Support

As the Customer is an existing Harris ERP customer, the process for contacting Harris ERP support will not change. Annual Maintenance for the applications remains in effect. Additionally, the Customer's Customer Success Manager will follow up with the customer within five (5) business days from the completion of Go-Live to address any follow up questions the Customer may have.

APPENDIX A – Specific Questions

1. Insight Software - Spreadsheet Server application

Requires read access to City Suite data. The current configuration with GEMS uses a connection string to our local GEMS database. The Spreadsheet Server application executes various queries to retrieve transaction data. Tables queried include GLMST, GLFND, GLTBL, GLHIS, EVENT, VENDR, VADD. The retrieval of up to date data (real-time) is preferred as reports are often ran immediately after recording journal entries. If up to date data is not possible, how frequently can data be refreshed? Can the refresh rate be shortened during annual budget time or other critical times?

2. Harris Alternative (vs what has previously been proposed for Spreadsheet server):

- a. Read-only replica of each application/database that will be hosted.
- b. Pricing \$2,400 for Services; \$2,400 for Hosting (annual cost, subject to increase based on required database storage needs increasing over time)
- c. Would be restricted to Spreadsheet Server access only
- d. Live access, with frequent updates to the database

Harris ERP would adjust contract values and billing milestones to reflect the above if the City elects this option. This would be documented via a Change Order.

3. Should the City of Brentwood, TN budget for any contingency funds for additional customizations that might be identified during the course of the project?

Yes, the City should budget contingency funds. Customers often identify new reports or functions that were not possible in their previous system(s). For the scope of this project, Harris ERP recommends a contingency of \$20,000.

4. The City would like to understand the costs of Data Conversion – should Harris ERP or the City staff take ownership of this. The City would like to have all data for Financials & HRMS going back to 2005 converted.

Harris ERP recommends that the City consider the use of read-only access to GEMS, as it would be a portion of the current Maintenance costs they are paying. This would be an annual cost.

If the City wishes to have data converted into CitySuite, Harris ERP recommends that the City consider the legal requirement for data retention (ex. 5 or 7 years) as the following are estimates only for the City to consider:

- If Harris ERP were to convert all data on behalf of the City going back to 2005 this would add costs of approx. \$90,000. Additionally, this additional level of effort would impact the project timeline given the volume of data that would need to be uploaded, reconciled, and reviewed. This would mean a minimum of 5 months would need to be added to the Project Timeline (see Appendix D).

- If the City were to take on ownership of the data conversion going back to 2005, with Harris ERP assistance, this would add costs of approx. \$40,000. This approach would also impact the project duration. As this approach is heavily reliant on how much time the City could dedicate to this, Harris ERP cannot estimate the exact duration that would need to be added to the Project Timeline (see Appendix D).

The above prices are estimates only – Harris ERP would be able to provide more accurate estimates once we have been able to review with the City the amount of data and quality of the data to be converted.

5. Can Harris ERP integrate with NeoGov?

The current scope of work & pricing for this project includes Applicant Tracking, which is a similar product to NeoGov. Harris ERP recommends that the City evaluate the Applicant Tracking information that was provided to the City via email on July 1, 2020. Applicant Tracking would displace NeoGov if the City elects to use Harris ERP's Applicant Tracking.

If the City prefers to have Harris ERP's Payroll solution interface with NeoGov, rather than using Applicant Tracking, then there would be development costs associated with this. Harris ERP & the City would be able to reallocate the pricing for Applicant Tracking to assist with covering some of costs associated with this approach, however Harris ERP anticipates the costs to develop an interface with NeoGov would exceed the current cost for Applicant Tracking. These changes would be documented via change order.

APPENDIX B – Change Order Template

Change Order Request

Title			
Requested By		Submitted To	
Change Order Request #		Priority	
Requested Date		Response Required Date	
Description of Requested Change			
Justification for Change			
Impact of Not Making the Change			

Change Order Response

Response By		Submitted To	
Response Date			
Proposed Resolution			
Work Effort			

Project Management Analysis

Risk / Cost if Approved	
-------------------------	--

Risk / Cost if NOT Approved	
Impact to Project Schedule	
Total Cost and Payment Terms	

The above change request has been submitted, assessed and approved by the individuals below Signed Approval of this document indicates the change described may be executed as described.

Signed: _____ Date: _____
Customer Executive Sponsor

Signed: _____ Date: _____
Customer Project Manager

Signed: _____ Date: _____
Harris ERP Executive Sponsor

Signed: _____ Date: _____
Harris Project Manager

APPENDIX C – BPR Template

Business Process Review

[Insert Process Name]

Overview

This document describes and evaluates the current practices/technology associated with the [insert process name] and provides recommendations for process improvements to help the organization attain its objectives through the utilization of the applications in the CitySuite ERP suite. It will be used as the basis for the following activities: [insert activities associated with the process].

Document Control

Version	Date	Author(s)	Description
1.0			Initial Version

Analysis Team

Name	Subject Matter Expert Area(s)	Attend SME Training? (Y/N)

Current Process Description

Process Objectives

No.	Process Objective
1.	
2.	
3.	

Process Flow

This section outlines the steps and details of each step in the process flow. Details for each task are divided into the following sections:

1. Task – Work to be done or undertaken in the process.
2. Method – Tool or means needed to complete the task (examples of methods include forms, emails, input into the system/application, verbal direction, hard paper copies, etc.).
3. Decision Points – Identifies whether the task is a decision point which dictates the process flow.
4. Data Validation - Validation that must be performed and the action(s) to be taken for both cases of passing and failing the validation.
5. Responsible Party – Individual(s) responsible for completing the task.

No.	Task	Method	Decision Point (Y/N)	Data Validation	Responsible Party
1.					
2.					
3.					
4.					
5.					

Governing Documents

No.	Document Name
1.	
2.	
3.	

Input and Output Identification

No.	Inputs
1.	
2.	
3.	

The list of outputs below derives from the process and are either used to for internal purposes or to satisfy external requirements. An output may be an outcome (O), form (F) or Report (R).

O – Outcome; F – Form; R - Report

No.	Outputs	O/F/R
1.		
2.		
3.		

Process Improvements

Recommendations for process enhancements which could be gained with the implementation of the application are outlined in the below table.

Task	Recommendation

Process Diagram – Current Business Process

- * Diagram to be provided by Customer or developed collaboratively with Harris ERP
- * Can be a diagram within this document, or as a separate attachment/document (ex. PowerPoint presentation)

Process Diagram – Proposed Business Process

- * Diagram to be developed collaboratively with Harris ERP, with narratives where necessary
- * Can be a diagram within this document, or as a separate attachment/document (ex. PowerPoint presentation)

APPENDIX D – Preliminary Project Timeline

