



**Agenda for the Regular Meeting of Board of Commissioners
Monday, January 25, 2021 - 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, 51, 60, 65, and 71. 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 Commissioner Andrews

Pledge of Allegiance to the Flag by Commissioner Dunn

Introduction of new Deputy Fire Chief Brian Collins, Battalion Chief Derek Hyde and Lieutenant Jacob Lampley

Oath of Office for Police Officers Joshua McGhee and Ayla Patton

Approval or Correction of Minutes

January 12, 2021

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. Ordinance 2021-01 - AN ORDINANCE AMENDING THE MUNICIPAL CODE BY REVISING SECTION 2-209, IN REGARD TO PURCHASING AND COMPETITIVE BIDDING, for consideration on second and final reading

2. Resolution 2021-07 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH INSIGHT SOFTWARE FOR SOFTWARE SUPPORT SERVICES FOR BUDGET ACCELERATOR AND SPREADSHEET SERVER, for adoption
3. Resolution 2021-12 - A RESOLUTION AUTHORIZING THE USE OF A COMPETITIVE SEALED PROPOSALS PROCESS FOR THIRD-PARTY PAVEMENT CONDITION RANKING SERVICES PURSUANT TO SECTION 2-209 OF THE BRENTWOOD MUNICIPAL CODE, for adoption
4. Resolution 2021-13 - A RESOLUTION AUTHORIZING THE USE OF A COMPETITIVE SEALED PROPOSALS PROCESS FOR AUDIO PRODUCTION SERVICES FOR THE SUMMER CONCERT SERIES PURSUANT TO SECTION 2-209 OF THE BRENTWOOD MUNICIPAL CODE, for adoption
5. Resolution 2021-14 - A RESOLUTION AUTHORIZING THE USE OF A COMPETITIVE SEALED PROPOSALS PROCESS FOR REPAIRS TO BOILING SPRING ACADEMY PURSUANT TO SECTION 2-209 OF THE BRENTWOOD MUNICIPAL CODE, for adoption
6. Resolution 2021-15 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE TENNESSEE DEPARTMENT OF HEALTH FOR FUNDING FOR THE WILLIAMSON COUNTY HEALTH DEPARTMENT, for adoption

Old Business

1. Other old business

New Business

1. Resolution 2021-10 - A RESOLUTION CALLING FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF TERRITORY IN THE CITY OF BRENTWOOD BY OWNER CONSENT AND THE PLAN OF SERVICES FOR SAID TERRITORY LOCATED SOUTH OF NOTTAWAY LANE IN THE TARAMORE SUBDIVISION, for adoption
2. Resolution 2021-11 - A RESOLUTION AUTHORIZING EXTENDING STAFF REVIEW AND APPROVAL OF LIMITED TEMPORARY OUTDOOR SEATING AT RESTAURANTS UNTIL MARCH 31, 2021
3. Other new business
 - a. Notice of future appointment of two (2) members to the Board of Zoning Appeals (for information only)



Kirk Bednar
City Manager

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

Brentwood City Commission Agenda

Meeting Date: 01/25/2021

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 January 12, 2021 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 Tuesday, January 12, 2021 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 Present: City Manager Kirk Bednar (electronically); Assistant City Manager Jay Evans (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, Executive Order 51 on June 29, Executive Order 60 on August 28, Executive Order 65 on October 28, and Executive Order 71 on December 22. 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, 51, 60, 65, and 71."

Vice Mayor Travis led the Invocation. The Pledge of Allegiance was led by Commissioner Andrews.

Approval or Correction of Minutes

December 14, 2020

Moved by Commissioner Susannah Macmillan (electronically) for approval of the minutes as written, seconded by Commissioner Mark Gorman (electronically)

Vote: 7 - 0 Approved - Unanimously

Consent Agenda

Ordinance 2020-10 - AN ORDINANCE GRANTING FRANCHISE TO PIEDMONT NATURAL GAS COMPANY, INC., for consideration on second and final reading

Resolution 2021-01 - A RESOLUTION AUTHORIZING AN ALTERATION TO THE OSRD DEVELOPMENT PLAN FOR THE EXISTING CLUBHOUSE AT THE NASHVILLE GOLF AND ATHLETIC CLUB, for adoption

Resolution 2021-02 - A RESOLUTION ADOPTING REVISIONS TO THE JOHN P. HOLT BRENTWOOD LIBRARY POLICY MANUAL, for adoption

Resolution 2021-03 - A RESOLUTION AUTHORIZING AN AGREEMENT WITH CUNNINGHAM CONSTRUCTION FOR WILLOWICK WATER SYSTEM IMPROVEMENT PROJECT, for adoption

Resolution 2021-04 - A RESOLUTION AUTHORIZING A TEMPORARY MODIFICATION TO THE OPERATING POLICIES AND PROCEDURES FOR THE HISTORIC HOMES DUE TO COVID-19, for adoption

Resolution 2021-05 - A RESOLUTION AUTHORIZING APPROVAL OF UPDATED OPERATING POLICIES AND PROCEDURES FOR THE COOL SPRINGS HOUSE, for adoption

Resolution 2021-06 - A RESOLUTION AUTHORIZING APPROVAL OF UPDATED OPERATING POLICIES AND PROCEDURES FOR RAVENSWOOD MANSION, for adoption

Resolution 2021-08 - A RESOLUTION AUTHORIZING A FIRST AMENDMENT TO THE WATER AGREEMENT WITH METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, THROUGH THE DEPARTMENT OF WATER AND SEWERAGE SERVICES FOR THE SUPPLY OF WATER, for adoption

Resolution 2021-09 - A RESOLUTION EXTENDING CERTAIN PERSONNEL POLICIES AND PROCEDURES RELATED TO THE COVID-19 CRISIS FOR CITY OF BRENTWOOD PERSONNEL, for adoption

Moved by Commissioner Mark Gorman (electronically) for approval of the items on the Consent Agenda, seconded by Commissioner Susannah Macmillan (electronically)

Vote: 7 - 0 Approved - Unanimously

New Business

Ordinance 2021-01 - AN ORDINANCE AMENDED THE MUNICIPAL CODE BY REVISING SECTION 2-209, IN REGARD TO PURCHASING AND COMPETITIVE BIDDING, for consideration on first reading

Moved by Vice Mayor Ken Travis (electronically) for passage of Ordinance 2021-01, seconded by Commissioner Susannah Macmillan (electronically)

Vote: 7 - 0 Approved - Unanimously

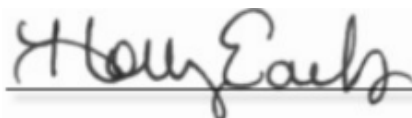
Ordinance 2021-02 - AN ORDINANCE AMENDING THE ZONING CLASSIFICATION ON CERTAIN PROPERTY LOCATED IN THE SOUTHWEST QUADRANT OF THE INTERSECTION OF SUNSET AND SPLIT LOG ROADS, FROM THE R-2 (SUBURBAN RESIDENTIAL) ZONING DISTRICT TO THE OSRD (OPEN SPACE RESIDENTIAL DEVELOPMENT) ZONING DISTRICT, SAID TERRITORY BEING ADJACENT TO AND INCLUDING SECTIONS OF SPLIT LOG ROAD, for consideration on first reading

Moved by Commissioner Nelson Andrews (electronically) for passage of Ordinance 2021-02, seconded by Vice Mayor Ken Travis (electronically)

Vote: 7 - 0 Approved - Unanimously

With no further business, the meeting adjourned at 7:38 pm.

APPROVED _____

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

Holly Earls, City Recorder

Brentwood City Commission Agenda

Meeting Date: 01/25/2021

Ordinance 2021-01 - An Ordinance to Amend Section 2-209 of the Code of Ordinances Relative to Purchases

Submitted by: Kristen Corn, Legal

Department: Legal

Information

Subject

Ordinance 2021-01 - An Ordinance to Amend Section 2-209 of the Code of Ordinances Relative to Purchases

Background

The accompanying ordinance will amend the Brentwood Municipal Code to provide updates to Section 2-209, Purchases. The changes presented in the ordinance will address some state law modifications, including a broad renumbering of the Tennessee Code relative to purchasing, and some other "housekeeping" provisions based on the current practice of the City.

As you know, state law provides that we must undertake formal competitive bid processes for expenditures over \$10,000 with certain exceptions (e.g., sole source). The City previously fell under the guidelines of the Municipal Purchasing Law of 1983 ("MPL") which listed those. However, the law changed several years ago to exempt cities with certain charter and ordinance provisions regarding purchasing. Brentwood is one of those cities.

With that said, the law provides that even though a city is exempt, the bidding exceptions followed by that city must still substantially follow those provided by the MPL. Our code currently references the MPL and other since-renumbered statutes as our authority for certain bid exceptions. The proposed ordinance removes those obsolete references and lists the exceptions to competitive bidding provided for by state law that the City has adhered to for many years. These include:

- Purchases made from State of Tennessee statewide contracts;
- Purchases made pursuant to the GSA;
- Purchases made by "piggybacking" on another local government's contract;
- Purchases made from purchasing cooperatives;
- Purchases of secondhand goods;
- Sole source purchases;
- Emergency purchases;

- Purchases of services from a professional based on recognized competence and integrity; and
- Purchases based on competitive sealed proposals.

Although these have been recognized and followed for many years, staff feels it will be beneficial to have them explicitly stated (and the procedures for each described) within the code.

One noteworthy modification is that the Board of Commissioners will have to provide prior authorization for the use of a competitive sealed proposal process. This process is used when qualifications, experience, or competence are more important than price in making a purchase. The request for such proposals will state the factors to be used to evaluate the proposals (which will include price) and state their relative importance. This addition to our code follows the state law which authorizes our use of this process.

The proposed ordinance makes no changes relative to the thresholds for bidding when price is the most important factor. A formal publicly advertised bid process must be used for expenditures over \$10,000. For purchases between \$4,000 and \$10,000, three quotes must be obtained, but they may be obtained informally by obtaining pricing from catalogs, electronic databases, email quotes, etc. The proposed ordinance does add that bids should be submitted electronically unless otherwise provided by the City. This change is due to our new electronic bidding software. The proposed ordinance also provides that public notification may include online publication of bid announcements instead of the newspaper. Although there will still be times when newspaper publication is required (some transportation projects, for instance), staff feels that the use of internet publication will save time and money due to the strict submittal deadlines for printed publications.

Finally, the proposed ordinance provides more clear authority for the City Manager to reject all bids when necessary under certain circumstances--unreasonably high prices; error in the solicitation; cessation of need; unavailability of funds; or any other reason determined to be in the best interest of the City.

Please contact the City Attorney if you have any questions.

Staff Recommendation

Staff recommends approval of the accompanying ordinance on second and final reading.

Previous Commission Action

Ordinance 2021-01 was passed unanimously on first reading at the January 12, 2021 meeting.

Fiscal Impact

Attachments

Ordinance 2021-01

ORDINANCE 2021-01

AN ORDINANCE OF THE CITY OF BRENTWOOD, TENNESSEE, PROVIDING THAT THE CODE OF ORDINANCES OF THE CITY OF BRENTWOOD BE AMENDED BY REVISING SECTION 2-209, IN REGARD TO PURCHASING AND COMPETITIVE BIDDING

WHEREAS, section 2-209 of the Brentwood Municipal Code contains provisions regarding competitive bidding and purchasing for City operations; and

WHEREAS, there are several state law references that have become outdated; and

WHEREAS, amendments to the Municipal Code to correct these are in the best interests of the City.

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

SECTION 1. That section 2-209 of the Code of Ordinances of the City of Brentwood shall be revised to read as follows:

Sec. 2-209. - Purchases.

- (a) *Policy.* All purchasing decisions made on behalf of the city shall take into consideration such factors as price, quality, past performance and economy. The provisions set forth in this section are intended to ensure that such factors are considered. Whenever bids are required under the provisions herein, the city shall reserve the right to reject any or all bids, to waive any informalities or irregularities in a bid received and to accept any bid which it determines to be for the best interest of the city. The objective of the bid process shall be to select the overall lowest and best bid.
- (b) The term "purchase," as used in this section, shall include leases and lease-purchase arrangements. The term "bid," as used in this section, shall include proposals. This section shall not be applicable to interests in land.
- (c) *Methods of Procurement.*
 - (1) The primary methods of procurement to be used by the city are:
 - (A) Purchases based on price competition, which includes competitive bidding;
 - (B) Purchases which are not based on price competition because of the existence of a single source or proprietary product;
 - (C) Purchases which are not based on price competition because of the existence of an emergency;
 - (D) Purchases based on competitive sealed proposals; and
 - (E) Purchases of services from a professional based on recognized competence and integrity
 - (2) The primary types of solicitations used for procurements are requests for qualifications, requests for information, requests for quotes, invitations to bid and requests for competitive sealed proposals.
- (d) *Purchases based on price competition.* There are a variety of procurement methods based on price competition which the city may use consistent with applicable laws.

- (1) All transactions involving expenditures of \$10,000.00 or more (including recurring purchases of like items or services in which the aggregate amount exceeds \$10,000.00 in any fiscal year) shall require the approval of the board of commissioners. Furthermore, public advertisement and competitive bidding shall be required for all such transactions involving expenditures of \$10,000.00 or more, except as otherwise provided in this section.
- (2) All transactions involving expenditures between \$4,000.00 and \$10,000.00 (including recurring purchases of like items or services in which the aggregate amount falls between \$4,000.00 and \$10,000.00 in any fiscal year) shall be approved by the city manager. Furthermore, competitive bidding without public advertisement shall be required for such transactions involving expenditures between \$4,000.00 and \$10,000.00, except as otherwise provided in this section.
- (3) For recurring purchases of like items or services in an aggregate amount exceeding \$4,000.00 during any fiscal year, competitive bids shall not be required for each such purchase but shall be obtained periodically. For such recurring purchases of like items or services in which the aggregate amount exceeds \$10,000.00 during any fiscal year, public advertisement shall also be required before competitive bids are received. Bids for purchases of like items or services may be received for extended periods, provided that:
 - (A) If bidders guarantee the bid prices for such an extended period, bids may be obtained for periods of up to five years, or for longer if the city manager determines the contract is in the best interest of the city.
 - (B) A bid covering an extended time period may include automatic cost adjustments, if the timing and method for determining the adjustments are clearly described in the bid.
 - (C) The city may re-bid the items or services at any time at the city's option, unless precluded from doing so by the terms of a duly approved and executed contract.
- (4) For all transactions for which competitive bidding is required under this section, at least three competitive bids shall be obtained whenever possible. For transactions involving expenditures between \$4,000.00 and \$10,000.00, the requirement to obtain competitive bids may be met by obtaining pricing from catalogs, electronic data bases or other published materials, if such sources generally offer the best pricing available for local government purchases, or by such other informal solicitation method as may be established by the city manager. Otherwise, all competitive bids shall be submitted by bidders electronically or as otherwise provided by the city manager in accordance with state law by such method that ensures that bids remain sealed until the predetermined time for opening.
- (5) For all transactions for which public advertisement is required under this section, an announcement that bids are to be received shall be publicly advertised in either a newspaper of general distribution within the city, on television, on the city's website, or on any other media type with widespread usage in the city.
- (6) A purchase based on price competition which does not require public advertisement and acceptance of competitive sealed bids by the city, regardless of amount, includes a purchase where the competitive process has been undertaken by others. These exceptions include, but are not limited to:
 - (A) A purchase made under the provisions of contracts or price agreements entered into by the Tennessee central procurement office pursuant to T.C.A. § 12-3-1201, generally referred to as purchasing off the statewide bid;
 - (B) A purchase made under the provisions of contracts or bids from the United States General Services Administration in accordance with applicable federal regulations pursuant to T.C.A. § 12-3-1201;
 - (C) A purchase made from a local vendor of items available for purchase under the provisions of contracts or price agreements entered into by the Tennessee central procurement office if and only if the city is not permitted to purchase the item under said existing contract; the item equals or exceeds the specifications of the item on the State contract; and, the item is

available at the same or lower cost than under the State contract, as specified in T.C.A. § 12-3-1201(d);

- (D) A purchase of supplies, equipment or services made through another local governmental unit of the State in accordance with T.C.A. § 12-3-1203(a);
 - (E) A purchase of supplies, goods, equipment or services under contracts entered into by another Tennessee local government in accordance with T.C.A. 12-3-1203(c) excluding motor vehicles (except those manufactured for a special purpose);
 - (F) A purchase made from any instrumentality created by two or more cooperating governments, including those established pursuant to the Interlocal Cooperation Act, T.C.A. § 12-9-101 et seq.;
 - (G) A purchase made from a nonprofit corporation whose purpose, or one of whose purposes, is to provide goods and services specifically to municipalities specifically the Local Government Corporation in accordance with T.C.A. § 6-56-302(6); and
 - (H) A purchase made through a cooperative purchasing agreement with other local governments within or without Tennessee, in accordance with T.C.A. § 12-3-1205; said purchasing agreements shall be authorized by resolution.
- (7) A purchase based on price competition which does not require public advertisement and acceptance of competitive bids by the city, regardless of amount, includes the purchase of used or secondhand goods, equipment, materials, supplies or commodities. If the purchase is from a private individual or entity, purchasing of used or secondhand items is only permissible if the general range of values of the item can be established by a listing in a nationally recognized publication or through a licensed appraiser and the price is not more than 5% higher than the highest value of the documented range, in accordance with T.C.A. § 12-3-1202.
- (8) A purchase based on price competition which does not require sealed bids is a purchase made by a reverse auction in accordance with T.C.A. § 12-3-1208. The reverse auction process may be utilized only after the city's plan, policy and procedures have been filed with the comptroller of the treasury. The reverse auction process allows offerors to bid on specified goods or services electronically and to adjust their offer price during a specified time period.
- (9) A purchase of perishable commodities made on the open market does not require public advertisement and competitive bids if a record is made by the person authorizing the purchase which specifies the amount paid, the items purchased and from whom the purchase was made in accordance with T.C.A. § 6-56-304(7). Any such purchases shall be reported at least monthly to the board of commissioners. If this method is used for fuel and fuel products, the purchase should be based, whenever possible, on three competitive prices. Purchases of fuel and fuel products need not be reported to the board of commissioners.
- (e) *Sole Source Purchases.* The purchase of a particular good or service does not require public advertisement and competitive bidding, regardless of amount, if there is a single or sole source of supply of the good or service needed by the city. The board of commissioners shall be informed by the city manager of all reasons making the proposed sole source procurement appropriate if the purchase costs more than \$10,000.00. If the purchase costs less than \$10,000.00, a record of such purchase specifying the amount paid, the item purchased and the vendor shall be made by the department head to the city manager.
- (f) *Emergency Purchases.*
- (1) The city manager is authorized to make emergency purchases of supplies and materials in the open market for immediate delivery in actual emergencies where there exists a threat to public health, welfare, or safety. Emergencies may include those arising from unforeseen causes including delays by contractors, delays in transportation, unanticipated volume of work, the failure to receive competitive bids from prospective bidders and other similar emergencies.
 - (2) A purchase order and report of any emergency purchase in an amount exceeding \$4,000.00 shall be made by the department head of the department for which such purchase was made and shall

specify the amount paid, the items purchased, from whom the purchase was made and the nature of the emergency. The purchase order and report shall be submitted as soon as practicable to the city manager and the finance director or their designee. If the amount paid is \$10,000.00 or greater, the report shall also be submitted to the board of commissioners.

(g) *Competitive Sealed Proposal Purchases.*

- (1) The use of competitive bids may not be practical or advantageous to the city when qualifications, experience or competence are more important than price in making a purchase. Use of the competitive sealed proposal procurement method must be recommended by the city manager and approved by the board of commissioners before the request for competitive sealed proposals is issued.
- (2) Competitive sealed proposals may only be used if there is more than one solution to a purchasing issue and the competitive sealed proposals will assist in choosing the best solution or if there is no readily identifiable solution to a purchasing issue and the competitive sealed proposals will assist in identifying one or more solutions.
- (3) Competitive sealed proposals shall be used in accordance with the provisions of T.C.A. § 12-3-1207.
- (4) Adequate public notice of competitive sealed proposals must be given. The notice method(s) used shall be the same as for competitive bids for purchases of more than \$10,000.00.
- (5) The request for competitive sealed proposals shall state the factors to be used to evaluate the proposals, including price, and shall state their relative importance in the evaluation. The request for competitive sealed proposals shall state that the evaluation shall determine whose proposal is the most advantageous to the city taking into consideration all of the stated factors. The request for competitive sealed proposals may state that price shall be separately submitted and included in the evaluation through a multi-step process. A multi-step process may include submission of pricing before or after the evaluation and any discussion of the proposals with the proposers.
- (6) The competitive sealed proposals shall not be disclosed during the negotiation and evaluation process, which shall follow their submittal and opening, but they shall be made open for public inspection after the intent to award the contract to a particular proposer is announced.
- (7) After the competitive sealed proposals are submitted, the city may but is not required to, conduct discussions to clarify and to assure full understanding of the proposal and its responsiveness to the city's requirements, provided that all responsible proposers whose proposals are reasonably capable of being selected are afforded fair and equal treatment. During these discussions, the city may not disclose to one proposer information derived from another proposal.
- (8) As a result of these discussions, proposers may but are not required to be allowed to make revisions to their proposals so that the city may obtain the best and final offer from each proposer if said revisions are submitted and received before the city's intent to award to a particular proposer is announced.
- (9) In recommending a particular proposal for acceptance, the department head shall describe the basis on which the award is made.
- (10) Each proposer shall be notified of the proposer selected for recommendation to the board of commissioners before the proposed board of commissioners action.
- (11) Any protests shall be filed with the city in accordance with the city's adopted Bid Protest Policy.
- (11) The board of commissioners may stay an award due to a pending protest without financial or other obligation to the proposer recommended to the board of commissioners.

(h) *Purchases of services from a professional.*

- (1) Contracts for services to be performed by a lawyer, accountant, architect, engineer, fiscal agent, financial advisor, educational consultant, or a similar service to be performed by a professional person or group of professional persons shall not be based upon competitive bids but upon the

basis of recognized competence and integrity in accordance with T.C.A. § 12-3-1209 and other provisions of state law.

- (2) In procuring professional services the city may, but is not required to, issue a request for qualifications ("RFQ") or/and a request for proposals ("RFP") or to help it identify individuals or firms with relevant qualifications and experiences.
- (3) If the city is seeking architectural or engineering services and it does not choose to obtain them from an architectural or engineering service provider with whom it has a satisfactory existing working relationship or if the scope of needed services is outside the known technical competencies of the city's existing professional service providers, the city shall comply with T.C.A. § 12-4-107.
- (4) If the RFQ or/and RFP process is used for architectural or engineering services, the department head shall seek information from any firm licensed in Tennessee relevant to their qualifications and experience relative to the scope of the work, the complexity of the work, the professional disciplines required to satisfactorily perform the work and the estimated value of the services to be rendered. The department head, or a selection committee, as specified in the RFQ or/and RFP, may interview the firm regarding the furnishing of the required services. The department head or selection committee shall then select the firm deemed qualified and seek to negotiate a contract for the needed services for compensation determined to be fair and reasonable to the city. If these negotiations do not result in a satisfactory contract, negotiations may continue with other qualified individuals or firms until an agreement is reached.
- (5) For fiscal agent, financial advisor or advisory services to be provided to the city, a written contract must be entered into prior to, or promptly upon, the inception of the relationship specifying the services to be rendered and the costs and expenses to be covered under the contract.
- (6) Contracts for energy related services that include both engineering services and equipment and which have as their purpose the reduction of energy costs in public facilities shall be awarded on the same basis as contracts for professional services in accordance with T.C.A. § 12-4-110.
- (i) All other applicable exceptions included in state law shall apply to all purchases made on behalf of the city. All transactions which are exempted from competitive bidding requirements shall comply with all other requirements of state law and this section.
- (k) All expenditures shall be reviewed and approved by the department head of the department for which the expenditure is incurred and, except as otherwise provided in this section, purchase orders shall be submitted to the finance director or his designee if such expenditures are expected to exceed \$4,000.00. Except as otherwise provided in this section, no expenditure exceeding \$4,000.00 shall be incurred by any department until the expenditure has been approved by the city manager and the authorizing purchase order has been issued by the finance director or their designee.
- (l) Purchase orders shall not be required for utility services, including electric, gas, water, sewer and telephone services, and other recurring service charges which are billed on a monthly basis after initial authorization has been received for provision of such services.
- (m) *Rejection of Bids and Proposals.* The city manager shall have the right to reject all submittals for a particular procurement (whether submitted as quotations, bids, proposals, or in some other format) and to authorize the reissuance (with or without revision) of the procurement. The city manager may reject a submittal due to unreasonably high prices; error in the solicitation; cessation of need; unavailability of funds; or any other reason determined to be in the best interest of the city. Any such rejection and reissuance may be timely appealed pursuant to the city's adopted bid protest policy.
- (n) An actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a bid or contract may submit a written protest to the city in accordance with the adopted bid protest policy.

SECTION 2. In case of conflict between this ordinance or any part hereof, and the whole or part of any existing ordinance of the City, the provision that establishes the higher standard shall prevail.

SECTION 3. If any section, subsection, clause, provision or portion of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, subsection, clause, provision or portion of this ordinance.

SECTION 4. That this ordinance shall take effect from and after its final passage, or fifteen days after its first passage, whichever occurs later, the general welfare of the City of Brentwood, Williamson County, Tennessee, requiring it.

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|----------------------|-------------|----------|----------------------|----------|
| PASSED: | 1st reading | _____ | PLANNING COMMISSION | _____n/a |
| | 2nd reading | _____ | NOTICE OF PASSAGE | |
| | | | Notice published in: | _____ |
| PUBLIC HEARING | | | Date of publication: | _____ |
| Notice published in: | | _____n/a | | |
| Date of publication: | | _____ | | |
| Date of hearing: | | _____ | EFFECTIVE DATE | _____ |

MAYOR Rhea E. Little, III

RECORDER Holly Earls

Approved as to form:

CITY ATTORNEY Kristen L. Corn

Brentwood City Commission Agenda

Meeting Date: 01/25/2021

Resolution 2021-07 - Authorizing a Multi-Year Software Support Agreement with Insight Software

Submitted by: Jay Evans, Administration

Department: Administration

Information

Subject

Resolution 2021-07 - Authorizing a Multi-Year Software Support Agreement with Insight Software

Background

In 2016, the City purchased two Microsoft Excel add-ins from Insight Software (formerly Global Software) to enable importation of real-time data from the City's Enterprise Resource Management (ERP) software into Excel spreadsheets. The two add-ins are known as Budget Accelerator and Spreadsheet Server. This integration of these add-ins has saved considerable time in budget preparation and monthly reporting, and well as other reporting that previously required the running of multiple reports from the ERP and copying/pasting that data into spreadsheets. Redundant data entry and data integrity were also considerably improved utilizing this software.

The agreement approved in 2016 included three (3) years of support at \$9,814 per year, beginning in 2017 when the software was fully implemented. Staff received and paid the invoice for the support period of 10/28/2020 to 10/28/2021 for \$10,991.68, though that period was outside the original agreement. The attached agreement recognizes that purchase and locks-in software support pricing for the subsequent three years. Price escalators for those three years are 3%, 4%, and 4%, respectively.

Staff have been satisfied with the support received from Insight Software, and the benefits derived from continued use of these products. It is fully expected that Spreadsheet Server and Budget Accelerator will continue to be used post-migration to the new Harris City Suite ERP.

Staff Recommendation

Staff recommends approval of the attached Resolution authorizing a multi-year software support agreement with Insight Software.

Previous Commission Action

October 24, 2016 - City Commission approves acquisition of Spreadsheet Server and Budget Accelerator from Global Software via Resolution 2016-70 for \$37,700, with pricing locked-in for three (3) years of support post-implementation.

Fiscal Impact

Amount : \$8,243.76

Source of Funds: General Fund

Account Number: 110-41500-82605

Fiscal Impact:

The costs for this software are split 75% General Fund and 25% Water and Sewer Fund. A total of \$8,243.76 is available in the General Fund, Finance Department, for this purpose.

Amount : \$2,747.92

Source of Funds: Water and Sewer Fund

Account Number: 412-52310-82605

Fiscal Impact:

The costs for this software are split 75% General Fund and 25% Water and Sewer Fund. Funds of \$2,747.92 are available in the Water and Sewer Fund for this purpose.

Attachments

Resolution 2021-07

COB Contract No. 2020-185

RESOLUTION 2021-07

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND INSIGHT SOFTWARE FOR SOFTWARE SUPPORT SERVICES FOR BUDGET ACCELERATOR AND SPREADSHEET SERVER, 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 Insight Software for software support services for Budget Accelerator and Spreadsheet Server, 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



Multi-Year Support Order Form

| Order Information | | | |
|-------------------|------------------|---------------------------------|------------------------|
| Quote Number | | Order Date | |
| Order Amount | USD 11,321.43 | Payment Terms | Net 30 |
| Expiration Date | October 27, 2024 | Account Executive | Mary Clayton Eggleston |
| ERP System | Harris GEMS | Customer Success Representative | Christelle Cagalawan |

| Customer Information | |
|----------------------|---|
| End Customer Account | City of Brentwood |
| Bill To Account | City of Brentwood |
| Billing Address | PO Box 788 Brentwood, TN 37024-0788 United States |
| Billing Contact | Jay.evans@brentwoodtn.gov |

Non-Cancellable Support Term Length ("Term Length"):
36 Months

Table A

Supported Licenses

| SKU | Product Name | Quantity | Non-Cancellable Term of Service | First Year Support Fee |
|--------------------------------------|-------------------------------------|----------|---------------------------------|------------------------|
| GLO-LIC-SSS-Gold | Gold – Spreadsheet Server | 5 | 10/28/2021 – 10/27/2024 | USD 11,321.43 |
| GLO-LIC-SSS-Platinum | Platinum – Spreadsheet Server | 1 | | |
| GLO-LIC-SSS-Profile | Profile – Spreadsheet Server | 1 | | |
| GLO-LIC-BDA-Admn-BudgAccel (BAADMIN) | Administrator – Budget Accelerator | 1 | | |
| GLO-LIC-SSS-DBManager | Spreadsheet Server Database Manager | 1 | | |
| GLO-LIC-BDA-BudgUser-BudgAccel | Budget User – Budget Accelerator | 1 | | |

Order Total: USD 11,321.43

Please note that the Order total amount above is listed is for the 10/28/2021-10/27/2022 term with the agreed-upon three percent (3%) uplift. The term of 10/28/2020-10/27/2021 for the amount of USD 10,991.68 has already been paid.

This Order Form ("Order Form") between Global Software, LLC d/b/a insightsoftware ("insightsoftware") and Customer is entered into as of the date of the last party to sign below ("Effective Date"). This Order Form is subject to and governed by the terms of insightsoftware's Master Software and Services Agreement attached "MSA". Together, this Order Form and the MSA (together, the "Agreement") sets forth the terms upon which insightsoftware and Customer have agreed relating to the licensing of insightsoftware's proprietary software ("Software") and the provision of related services referenced in Table A above. Capitalized terms used but not otherwise defined herein have the respective definitions given to them in the Agreement. In the event of a conflict between this Order Form and the MSA, the Order Form terms shall control.

Term Length Fee

1.1 The Support fee for the first year of the Term Length is as set forth in Table A above. The Support fee for the period of Support from 10/28/2022 through 10/27/2023 shall not exceed four percent (4 %) over the prior year's annual Support fee for the same number of users and functionality. The Support fee for the period of Support from 10/28/2023 through 10/27/2024 shall not exceed four percent (4 %) over the prior year's annual Support fee for the same number of users and functionality.

1.2 Non-Cancellable Service. Customer understands that in exchange for the pricing structure laid out in this Agreement, Customer is entering into a non-cancellable period of Support service. If the Support services are cancelled by Customer prior to the end date of 10/27/2024, Customer will owe insightsoftware the balance Support fees for the remainder of the Term Length and insightsoftware will



invoice the balance of the Support fee upon receipt of the cancellation notice from the Customer. Should Customer wish to reinstate Support at any time thereafter, Customer will lose the benefit of the pricing structure laid out in this Order Form.

1.3 At the conclusion of the Term Length, the Support service shall be renewed for successive periods of the Term defined in Table A at the end of each Term at insightsoftware's then-current Support fee unless the Support service is terminated by either party by written notice of at least thirty (30) days prior to the expiration of the then-current term. Thereafter, the annual Support fee is subject to change upon written notice by insightsoftware at least sixty (60) days prior to the beginning of the applicable Support term. The Support fee for any additional licenses of the Software will be prorated to be co-terminus with the then current Support period.

Global Software, LLC d/b/a insightsoftware

City of Brentwood, Tennessee

Signature: _____

Signature: _____

Name: _____

Name: Rhea Little

Position: _____

Position: _____

Date: _____

Date: _____



MASTER SOFTWARE AND SERVICES AGREEMENT

This Master Software and Services Agreement (the “MSA” or “Agreement”) constitutes a binding legal agreement between the End User or Customer specified on the applicable Order Form (“Customer”) and the insightsoftware contracting entity specified in the applicable Order Form, whose principal office is at 8529 Six Fork Road, Suite 400, Raleigh NC 27615, United States (“insightsoftware”) (each a “Party” and collectively, the “Parties”) with regard to (i) Customer’s use of the proprietary software associated with this Agreement, (ii) any updates provided by insightsoftware to Customer (collectively, the “Software”), (iii) any standard installation materials, specifications, and online user documents, and other documentation relating to the Software made available by insightsoftware to Customer (“Documentation”), and (iv) the provision of other related services by insightsoftware. By signing the Order Form in connection with a purchase of Software, Support, or Services, Customer accepts the terms and conditions of this Agreement.

1. Order Form.

- 1.1. **Order Form.** To the extent that Customer or an employee of Customer is accessing the Software through a license granted to its organization or employer, this Agreement is subject to the terms and conditions of the Master Services Agreement, order form, or other applicable written agreement between such organization and insightsoftware (the “Order Form”), including without limitation the applicable number of licensed users, software license, and support fees, provided that in the event of any conflict between the terms of this Agreement and the Order Form, the terms and conditions of this Agreement shall control.

2. Grant of License

- 2.1. **Limited License Grant.** Subject to the terms of this Agreement and payment of the fees set forth in the Order Form, insightsoftware hereby grants to Customer, and Customer accepts, a worldwide, non-transferable, nonexclusive, non-sublicensable, revocable license to use the object code version of the Software and Documentation only as authorized in this Agreement during the Term. Customer is not permitted to use the Software in any manner not expressly authorized by this Agreement. This Agreement shall remain in full force and effect for the duration of Customer’s use of the Software.
- 2.2. **License Types.** insightsoftware licenses Software to Customer either in perpetuity, subject to the terms and conditions of this Agreement, (a “Perpetual License”) or for a fixed term (a “Subscription License”), subject to the terms and conditions of this Agreement, as designated in the applicable Order Form.
- 2.3. **Reservation of Rights to Software, Updates, and Documentation.** insightsoftware reserves all rights in the Software, updates and Documentation not specifically granted herein.
- 2.4. **No Transfer or Assignment.** The rights and licenses granted to Customer under this Agreement are personal to Customer and except to the extent expressly authorized in writing by insightsoftware are not transferable or assignable to another end user without the prior written consent of insightsoftware.
- 2.5. **Limited Use.** Customer may use the Software and Documentation provided to Customer by or on behalf of insightsoftware for the duration of the Term specified in the applicable Order Form, solely for Customer’s internal business purposes, provided Customer complies with the restrictions set forth in this Section.
- 2.6. **Affiliates.** Affiliates shall be included in the license granted pursuant to an applicable Order Form and the terms of the Agreement if indicated in the applicable Order Form. Customer agrees that it shall be responsible for any breach of this Agreement by any Affiliates as if such breach was caused by the direct acts of the Customer.
- 2.7. **Named User and Customer Affiliate Limits.** Customer may use the Software for a cumulative total of the number of end user licenses designated in the applicable Order Form (each a “Named User”), and up to a cumulative total of the number of separate Customer Affiliates designated in the applicable Order Form. If a number of Customer Affiliates is not designated in the Order Form, the number of Customer Affiliates is unlimited.
- 2.8. **Named User Replacements.** Customer may permanently replace a Named User with another if the original Named User no longer has access to the Software or to reports, messages, or other output generated by the Software. insightsoftware reserves the right at any time to audit Customer’s records for the purpose of verifying that Customer’s use of Software is consistent with the number of Named Users and licenses granted by this Agreement and the applicable Order Form(s), with reasonable notice and at insightsoftware’s expense. In the event that any such audit reveals a discrepancy in the number of Named Users or authorized use of the Software, insightsoftware will invoice Customer for any additional Named Users or use of such Software not included as provided for above, otherwise as amended in writing by the Parties, or in accordance with an additional Order Form added to this Agreement, which invoice will be due immediately upon receipt. If such discrepancy is in excess of more than 5% of the authorized Named Users or reveals use of the Software other than the authorized use of the Software, Customer shall reimburse insightsoftware for its reasonable costs in performance of any such audit. The foregoing audit rights shall survive termination or expiration of the Agreement, however occurring.
- 2.9. **Back-Up Copies.** Except as stated otherwise herein or as required under applicable law, for the duration of the Term, Customer may make back-up copies of the Software and Documentation as reasonably required for archival and disaster recovery purposes, provided that Customer may only possess a single back-up copy of the Software, updates and Documentation at any given time.

3. Delivery and Implementation

- 3.1. **Delivery.** If applicable, insightsoftware will electronically deliver to Customer the Software listed in the Order Form, along with related installation instructions and documentation as would be normally made available by insightsoftware in connection with the Software (“Documentation”) promptly after execution of the Order Form.



- 3.2. **Installation.** Except as otherwise set forth in the Agreement or a Statement of Work, all Software products included under the applicable Order Form are to be installed by Customer. The installation process is supported through insightsoftware's normal tech support "hot line". Installation of all such Software shall only be on devices controlled by the same Windows login for each licensed user. For the sake of clarity, one user may install such Software on both a Personal Computer ("PC") and a laptop, for example, as long as both devices are controlled by the same Windows login for that user and the password and user ID for such Software is the same on both devices for that user. The minimum prerequisite hardware/software requirements are stated in the Documentation.
- 3.3. **Implementation and Training Services.** If specified in the applicable Order Form, insightsoftware will provide Customer with training and/or implementation services as set forth in the applicable Order Form. Except as otherwise set forth in a Statement of Work, the Parties will use commercially reasonable efforts to complete training/implementation services within 90 days of delivery of the Software or services set forth in the applicable Order Form. On-site training class size is limited to eight (8) attendees. There will be a charge for an additional instructor for more than 8 attendees. Customer will reasonably cooperate with insightsoftware so as to enable insightsoftware to provide and complete the training/implementation services in accordance with the terms herein.
- 3.4. **Helpdesk Usage.** If Customer does not purchase training/implementation services, any training related calls through insightsoftware's helpdesk will be billed at insightsoftware's then-current hourly rate, billed in half hour increments.

4. Term and Termination

- 4.1. **Term.** The term of this Agreement shall commence on Effective Date of the applicable Order Form and shall continue for the duration of the applicable term set forth in the Order Form (the "**Initial Term**"), either on a perpetual or subscription basis as designated in the applicable Order Form, unless terminated earlier as set forth herein.
- 4.2. **Automatic Renewal of Subscription Licenses.** To the extent Customer subscribes to Subscription Licenses, Customer's subscription to the Subscription Licenses will automatically renew at the end of the then-current term for successive terms each for the same length of time as the Initial Subscription License Term specified in the applicable Order Form (each, a "**Subscription License Renewal Term**", and together with the Initial Subscription License Term, the "**Subscription License Term**"). For example, if the Initial Subscription License Term is one year, each Subscription License Renewal Term will be for one year. insightsoftware reserves the right to modify the Subscription License fees annually by providing Customer at least sixty (60) days written notice.
- 4.3. **Termination of Entire Licensing Agreement.** Subject to the limitations set forth in this Agreement, the entire Agreement may be terminated in the following ways:
- 4.3.1. **Termination of Entire Licensing Agreement for Breach.** insightsoftware may terminate this Agreement for cause in the event of any material breach by Customer of this Agreement that remains uncured thirty (30) days after written notice is given of the material breach. Non-payment of fees shall be considered a material breach of this Agreement. If fees remain unpaid for more than thirty (30) days past the due date of any applicable invoice, insightsoftware shall be entitled to suspend all services and terminate this Agreement and all existing licenses.
- 4.3.2. **Termination of Entire Licensing Agreement for Prohibited Activity.** This Agreement may be terminated in its entirety by insightsoftware immediately if Customer engages in any of the prohibited activities listed in Section 6.
- 4.3.3. **Termination of Order Form.** This Agreement shall automatically terminate upon termination or expiration of all applicable and active Order Forms. For clarity, if Customer has more than (1) active Order Form, the Agreement shall not terminate automatically unless all of Customer's active Order Forms have expired or been terminated.
- 4.4. **Termination of Support Services.** Customer and insightsoftware shall be entitled to terminate Support Services only as set forth in Section 11 of this Agreement.
- 4.5. **Termination of Cloud Services.** Customer and insightsoftware shall be entitled to terminate Cloud Services only as set forth in Section 12 of this Agreement.
- 4.6. **Consequences of Termination.** Upon termination of this Agreement under Section 4.3 for any reason: (a) all of Customer's rights in or related to the Software, updates and Documentation will terminate immediately; (b) Customer will immediately cease all use of the Software, updates and Documentation; (c) Customer will destroy or return to insightsoftware all Software, updates and Documentation in Customer's possession or control including parts which have been modified, merged or included with other software, and, within ten (10) days, certify to insightsoftware in writing that Customer has fully complied with its obligations under this Section; and (d) Customer will pay to insightsoftware within thirty (30) days all amounts owed by Customer to insightsoftware under this Agreement or the Order Form, including without limitation, all outstanding Software license fees, Support Services fees, and Cloud Services fees. Notwithstanding anything to the contrary contained in this Agreement, any Sections which, by their nature would survive a termination or expiration of this Agreement, shall survive any expiration or termination of the Software Licenses, Support Services, Cloud Services, or the entirety of this Agreement.
- 4.7. **Accrued Obligations and No Refunds.** Notwithstanding anything to the contrary in this Agreement, termination of this Agreement, or any Software license, Support Services, or Cloud Services, however occurring, shall neither relieve Customer of any accrued obligations to pay money to insightsoftware under the terms of this Agreement, nor entitle Customer to any refund of fees for Software licenses, Support Services, Cloud Services, or other amounts paid under the terms of this Agreement.
- 4.8. **Customer Data Upon Termination.** All Customer Data whatsoever held within the Cloud Services is the sole property of the Customer. Upon termination of this Agreement, all tables and other Customer Data will, at the request of the Customer, be promptly removed from the Cloud Services and passed to the Customer in a mutually agreed format. insightsoftware shall ensure that all data it receives from Customer within the Cloud Services is kept safe and secure at all times. For the avoidance of doubt, Customer shall be entitled to use the output information generated



from use of the Services during the term of this Agreement including, but not limited to, the Customer Data for its own purposes after termination of this Agreement.

5. Payment;

- 5.1. **Fees.** The fees in the applicable Order Form(s) represent the fees for the designated Initial Subscription License Term and designated Initial Support Term. Fees designated as Perpetual License fees and Services fees are one-time fees.
- 5.2. **Invoicing and Payment.** insightsoftware will invoice Customer for fees due under an applicable Order Form or as otherwise set forth on an applicable order page for the Software or Support Services. Unless otherwise set forth in the Order Form, Customer shall pay all invoices in full within thirty (30) days of the due date on the invoice.
- 5.3. **Reimbursements.** Customer agrees to reimburse insightsoftware for its reasonable travel expenses (airfare, lodging, meals and ground transportation, etc.) actually incurred in connection with providing any Services designated in an applicable Order Form.
- 5.4. **Billing.** If, exceptionally, Customer requests that, for its own convenience, insightsoftware is to invoice an Affiliate or associated company for the fees in an applicable Order Form or Support renewal, insightsoftware will use commercially reasonable efforts to honour such request. When paid in accordance with the terms of this Agreement, such payment will satisfy the liability of Customer for the fees shown in an applicable invoice. However, it is acknowledged and understood by the Parties that any such change of the entity billed does not change the contracting Parties, the ownership of the applicable licenses, or the terms of this Agreement. If an invoice is not paid by the designated Affiliate or associated company by the due date specified on the applicable invoice, insightsoftware shall re-issue the invoice directly to the Customer for the fees and the Customer will remain liable in accordance with this Agreement.
- 5.5. **Taxes and Other Charges.** Unless Customer provides insightsoftware a valid tax exemption certificate, Customer agrees to pay any and all applicable taxes resulting from any transaction hereunder, except for any taxes based on insightsoftware's net income. All amounts referenced in any applicable Order Form are due to insightsoftware and are exclusive of all taxes including federal, state and local use, sales, property, ad valorem, excise and similar taxes, as well as any customs duties paid or payable, however designated related to this transaction. Customer will make payment to insightsoftware whenever insightsoftware is required to pay or collect such amount from Customer and unless required by law, Customer shall not deduct from payments to insightsoftware any amounts paid or payable to third Parties for customs duties or taxes, however designated.
- 5.6. **Late Fees.** For any invoice not paid within thirty (30) days of the due date of the invoice, insightsoftware may assess and Customer shall pay a service charge accruing thereafter until the date of payment of the greater of (a) the rate of one and one-half percent (1.5%) per month (eighteen percent [18%] per annum) or (b) the maximum lawful interest rate applicable.
- 5.7. **Suspension.** If any customer account is thirty (30) days overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any other rights and remedies (including the termination rights set forth in the agreement), insightsoftware reserves the right, upon ten (10) days prior written notice to customer, to suspend the services without liability to insightsoftware until such account is paid in full.
- 5.8. **Professional Services.** Customer shall only be entitled to purchase Professional Services from insightsoftware if Customer is current on Support, License, Cloud, and Service Fees. If the payment(s) of any Support, License, Cloud, or Service Fees are outstanding or delinquent, insightsoftware reserves the right to deny or delay the provisioning of Professional Services until Customer becomes current on outstanding Fees owed to insightsoftware.
- 5.9. **Subscription License, Support Services, and Cloud Services Renewal Terms.** insightsoftware will invoice Customer sixty (60) to ninety (90) days prior to the commencement of the next Subscription Renewal Term, Support Services Renewal Term, or Cloud Services Renewal Term to remind Customer of the upcoming renewal of this Agreement, and to provide the then-current price for the upcoming Subscription Renewal Term, Support Services Renewal Term, or Cloud Services Renewal Term.

6. Use of the Software

- 6.1. **Processing of Information.** Subject to the terms of this Agreement, Customer may use the Software solely to process information or records of Customer and its Affiliates. For purposes of this Agreement, an “**Affiliate**” means an entity that directly or indirectly controls, is controlled by, or is under common control with, a Party to this Agreement. For purposes of the foregoing, “**control**” means the ownership of (i) greater than fifty percent (50%) of the voting power to elect directors of the company, or (ii) greater than fifty percent (50%) of the ownership interest in the company.
- 6.2. **Source Code.** The Software provided under this Agreement shall not include, and Customer shall not access or attempt to access the source code of the Software in any form.
- 6.3. **Proprietary Notices.** The Software and Documentation shall at all times contain all proprietary and copyright notices originally appearing thereon and Customer shall not take any action which would adversely affect proprietary rights or copyrights therein.
- 6.4. **Limitation on Users.** Customer's right to use the Software is limited to the number of individual users specified in the Order Form associated with this Agreement. Customer shall not share its user ID and password to access the Software, and shall protect the security of its password.
- 6.5. **Reservation of Rights.** insightsoftware reserves all rights not specifically granted herein.
- 6.6. **Operating Environment.** Customer shall be solely responsible for providing and maintaining at Customer's own expense the operating environment in which the Software will function and be used and the overall effectiveness and efficiency thereof, including, but not limited to, all equipment, hardware, and other devices and all site preparation, installation, integration, testing, and similar activities required for Customer to use the Software in accordance with the provisions hereof, and insightsoftware shall assume no such responsibilities. Once Customer installs the



Software, except for insightsoftware's warranty obligation set forth in Section 10 or as otherwise expressly set forth in this Agreement, insightsoftware shall have no further liability or responsibility to Customer with respect to the Software, Customer's use thereof, or any of Customer's data, records, documents, results, or other information or materials used or generated by or on behalf of Customer or any other Party in connection therewith.

- 6.7. **Outside Service Providers.** In the event that Customer wishes to allow its outside service provider and/or auditor access to a Software during its license Term for the License, the Customer shall be permitted to do so provided that any such outside service provider and/or auditor is subject to written obligations of confidentiality that are substantially similar to those set forth herein, that such outside service provider and/or auditor use the Software solely for the Customer's internal business purposes pursuant to the terms of this Agreement, and that Customer shall be responsible for any breach of this Agreement by any such outside service provider and/or auditors.

7. Prohibited Activities

- 7.1. **Prohibited Activities.** Except as explicitly permitted in this Agreement or required under applicable law, Customer may not, directly or indirectly:
- 7.1.1. sell, rent, lease, loan, sublicense, transfer, assign, distribute, disclose or provide access to the Software, updates or Documentation or use the Software, updates, or Documentation on a "service bureau" basis or for any other time-sharing purposes to any Party other than Customer's Affiliate(s), or in any other way allow unauthorized third Parties to use or exploit the Software;
 - 7.1.2. modify, adapt, translate or create derivative works based upon the Software, updates or Documentation;
 - 7.1.3. modify, remove or cover proprietary notices in or on the Software, updates or Documentation;
 - 7.1.4. de-compile, disassemble, reverse engineer, or otherwise seek to discover the source code of the Software or updates;
 - 7.1.5. use license keys, certificates or access codes with the Software or updates other than those authorized by insightsoftware for Customer's use of the Software or updates; or
 - 7.1.6. distribute or make available license keys, certificates or access codes for the Software or updates to a third party;
 - 7.1.7. circumvent or attempt to circumvent any anti-copying mechanisms that may or may not be included in the Software. Such mechanisms may include, but are not limited to: technology designed to prevent unauthorized use and copying or to enforce limitations on number of users;
 - 7.1.8. use the Software in a manner not authorized by this Agreement;
 - 7.1.9. use the Software in a manner that violates any applicable law, including in violation of the intellectual property or other rights of any third party, including privacy rights; or
 - 7.1.10. authorize or permit unauthorized use of or access to the Software.

8. Title

- 8.1. **Rights in the Software and Documentation.** All rights, title and interest in and to the Software and Documentation, including without limitation all enhancements, updates, modifications and corrections to and derivatives of the Software and Documentation, including any intellectual property rights furnished under this Agreement, shall remain with insightsoftware or its licensors and this Agreement does not grant Customer any intellectual property rights in the Software and Documentation or any of its components. Customer agrees that any modification or enhancement to the Software or Documentation, or derivative works based upon the Software or Documentation, developed by or on behalf of Customer with or without advice or support by insightsoftware, by insightsoftware for Customer, or by or on behalf of any other party shall be the exclusive property of insightsoftware (in the case of the insightsoftware Software or Documentation) or the applicable third party (in the case of Third-Party Software). In the event that, by operation of law or otherwise, any right, title, or interest in or to the Software, Documentation, or any such enhancements, modifications, or derivative works of the Software or Documentation vests in Customer or any employees, officers, directors agents, or other representatives (collectively, "**Representatives**") of Customer's, Customer hereby irrevocably, unconditionally, and without encumbrance of any kind assigns to insightsoftware (in the case of insightsoftware Software or Documentation) or the applicable third party (in the case of Third-Party Software), and forever waive and agree never to assert, and shall cause all such Representatives to irrevocably, unconditionally, and without encumbrance of any kind assign to insightsoftware (in the case of insightsoftware Software or Documentation) or the applicable third party (in the case of Third-Party Software), and forever waive and agree never to assert, all such right, title, and interest. In addition, Customer shall, and shall cause all such Representatives to, execute all documents, and undertake all other activities, reasonably required by insightsoftware (in the case of insightsoftware Software or Documentation) or the applicable third party (in the case of Third-Party Software) in order to vest all such right, title, and interest in insightsoftware (in the case of insightsoftware Software or Documentation) or the applicable third party (in the case of Third-Party Software).
- 8.2. **Modifications.** No modifications or changes made by Customer to the Software, Documentation or services, however extensive, shall reduce the title and ownership rights of insightsoftware or its licensors, to the Software, Documentation, or Services. Notwithstanding the foregoing, any modifications may void the warranty.
- 8.3. **Open Source and Third-Party Software.** The Software and Documentation may contain information on certain open source and other third-party software that is included with or incorporated into the Software ("**Third-Party Software**"). Certain open source Third-Party Software is listed in the Documentation of applicable Software, is licensed directly by Customer pursuant to the public licenses associated with such software, and is not sublicensed by insightsoftware under the terms of this Agreement.
- 8.4. **External Software and Hardware.** insightsoftware also provides information on the necessary operating systems, database and utility software, and hardware for the operation of each Software product in the applicable Software Documentation ("**External Software**"). Customer is



responsible for the supply of all operating system software, utility programs, and hardware necessary for the proper operation of each program. **insightsoftware is not responsible for the performance of any External Software or hardware.**

- 8.5. **Reasonable Assistance.** When reasonably requested by insightsoftware, Customer will promptly execute any instruments and take any additional steps that insightsoftware considers necessary or desirable for the purpose of effecting, perfecting, registering, or otherwise confirming the ownership of the items referred to in this Section, or otherwise for the purpose of implementing fully the intention expressed in this Agreement.

9. Confidentiality

- 9.1. **Confidential Information and Handling.** “Confidential Information” means all information and materials obtained by a Party (the “Recipient”) from the other Party (the “Disclosing Party”), whether in tangible form, written or oral, that is identified as confidential or would reasonably be understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information includes, without limitation, all information relating to the Disclosing Party’s business plans, marketing plans, customers, technology, employee and organizational information, product designs, product plans and financial information, and, in the case of the Customer, any Customer Data. “Customer Data” means all proprietary information and data owned by the Customer and input into the Software as part of the use of the Software in accordance with the terms of this Agreement. Confidential Information of insightsoftware also includes the results of any tests or analyses run by Customer on the Software or Services, including, but not limited to, functionality testing, code review, static code analysis, unit testing, single user performance testing, or vulnerability testing. The results of reports and Customer Data run through the Software shall be treated as the Confidential Information of both parties and shall be subject to the limitations described in this Section. Confidential Information does not include information that (i) is already known to the Recipient prior to its disclosure by the Disclosing Party; (ii) is or becomes generally known through no wrongful act of the Recipient; (iii) is independently developed by the Recipient without use of or reference to the Disclosing Party’s Confidential Information; or (iv) is received from a third party without restriction and without a breach of an obligation of confidentiality. Confidential Information of Customer includes the all Customer data. Confidential Information of insightsoftware also includes the Software, Documentation, the Order Form, pricing thereof, and the results of any tests or analyses run by Customer on the Software. Either party may disclose Confidential Information on a need to know basis to its Affiliates, contractors and service providers who have executed binding written agreements requiring confidentiality and non-use obligations at least as restrictive as those in this Section 9.1. The Recipient shall not use or disclose any Confidential Information without the Disclosing Party’s prior written permission except as necessary for the provision of the services or use of the Software, or as otherwise allowed herein. The Recipient shall protect the confidentiality of the Disclosing Party’s Confidential Information in the same manner that it protects the confidentiality of its own confidential information of a similar nature, but using not less than a reasonable degree of care. The Recipient may disclose Confidential Information to the extent that it is required to be disclosed pursuant to a statutory or regulatory provision or court order, provided that the Recipient provides prior notice of such disclosure to the Disclosing Party, unless such notice is prohibited by law.
- 9.2. **Usage Statistics.** insightsoftware shall have the right to view Customer usage statistics and may compile aggregate statistical analysis data and reports for internal use only. Any reporting that contains aggregated data shall preserve Customer’s anonymity and the confidentiality of Customer’s usage data.
- 9.3. **Irreparable Harm.** Each Party acknowledges and agrees that violation of this Section may cause irreparable harm to the Disclosing Party, and the Recipient agrees that the Disclosing Party may seek injunctive relief if the Recipient breaches or threatens to breach this Section, without needing to post any bond, and without limitation of any other rights and remedies available to it.

10. Limited Warranty

- 10.1. **Authority.** Each Party warrants and represents that it has all requisite legal authority to enter into, execute and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.
- 10.2. **Software Warranty.** insightsoftware warrants that the Software will substantially conform in all material respects to its Documentation at the time the Software is delivered to Customer. At no additional cost, and as Customer’s sole and exclusive remedy for failure to meet the limited warranty set forth in this Section 10, and as insightsoftware’s sole obligation and liability under this Section 10, insightsoftware will use commercially reasonable efforts to correct the specified nonconformity to the applicable Software, or at insightsoftware’s sole discretion and option, refund the applicable Software license fee paid by Customer upon return of the applicable Software and Documentation, which will serve to terminate this Agreement. The foregoing warranty obligation applies only if Customer promptly notifies insightsoftware in writing of said nonconformity within thirty (30) days following delivery of the Software, and such notice outlines the specific details of the nonconformity.
- 10.3. **Virus Warranty.** insightsoftware warrants that shall use commercially reasonable measures to scan the Software for viruses and prohibit the inclusion of viruses in the Software prior to the delivery of the Software to Customer.
- 10.4. **Cloud Services Warranty.** insightsoftware warrants that its Support Services and Cloud Services shall provided to Customer in accordance with insightsoftware’s then-current Support Services and Cloud Services policies per this Agreement and such Support Services and Cloud Services will be performed consistent with generally accepted industry standards.
- 10.5. **Warranty Limitations.** The limited warranty set forth in this Section shall be void if the failure of the Software to conform is caused by (i) the use of the Software other than the most current version, (ii) use or operation of the Software other than as instructed in the Documentation, including the use or operation of the Software with an application or in an environment other than as set forth in the Documentation, or (iii) modifications to the Software that were not made by insightsoftware or insightsoftware’s authorized representatives.
- 10.6. **WARRANTY EXCLUSIONS.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, INSIGHTSOFTWARE AND ITS DIRECT AND INDIRECT SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH REGARDS TO THE SOFTWARE, SUPPORT SERVICES, CLOUD SERVICES, OR OTHER PROFESSIONAL SERVICES SUPPLIED IN ACCORDANCE



WITH THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY WARRANTY ARISING FROM STATUTE OR OTHERWISE IN LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. INSIGHTSOFTWARE DOES NOT REPRESENT OR WARRANT THAT CUSTOMER'S USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES INSIGHTSOFTWARE WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS. INSIGHTSOFTWARE'S EXPRESS WARRANTIES SHALL NOT BE ENLARGED, DIMINISHED, OR AFFECTED BY AND NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF INSIGHTSOFTWARE'S RENDERING OF TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE SOFTWARE OR USE OF THE SOFTWARE IN COMBINATION WITH ANY OPERATING SYSTEM NOT AUTHORIZED IN THE DOCUMENTATION OR WITH HARDWARE OR SOFTWARE SPECIFICALLY FORBIDDEN BY THE DOCUMENTATION.

- 10.7. **No Internet, External Software, or External Hardware Warranty.** insightsoftware is not responsible for problems caused by changes in the operating characteristics of computer hardware or computer operating systems which are made after the release of the Software, nor for problems in the interaction of the Software with non-insightsoftware-provided software. In the event that the Software, Support Services, or Cloud Services are delivered to Customer via the Internet, insightsoftware shall not be responsible for any interception or interruption of any communications through the Internet, or for changes to or losses of data through the Internet. The delivery of an update, new release, new version or correction in accordance with the Support Services does not extend any warranty for any Software.
- 10.8. **Third-Party Software Warranties.** Warranties made by the publisher of Third-Party Software are solely those of that publisher. insightsoftware agrees that, to the extent possible, it will assign to Customer any and all warranties made by the publisher in respect of Third-Party Software.

11. Support

- 11.1. **Provision of Support Services.** Customer may receive support services to the extent agreed upon in the Order Form and subject to the payment of the applicable fees (collectively, the "**Support Services**"). The terms and conditions of Support Services are detailed here: <https://insightsoftware.com/terms-of-use-privacy-policy/#support> (the "**Support Policy**"). insightsoftware may provide Customer with updates or revisions to the Software from time to time, but is not obligated to do so under this Agreement, except to the extent such updates are part of Customer's Support Services subscription as set forth in the Support Policy.
- 11.2. **Initial Support Term.** The Initial Support Term is specified in the applicable Order Form, is non-cancellable, and Support fees are non-refundable, unless otherwise provided for in the Agreement.
- 11.3. **Support Fees.** Support fees and the designated Support Term are specified in the applicable Order Form.
- 11.4. **Support for Subscription Licenses.** If the license type is indicated in the applicable Order Form is a Subscription license, then Support fees are included in the Subscription license fees.
- 11.5. **Co-Terminus Support Fees.** The Support Services fee for additional licenses of purchased Software will be co-terminus with Customer's existing Support Term and insightsoftware will prorate the invoice for the additional Support Services fees to align with Customer's anniversary date. Annual Support Services fees for each subsequent year is due in advance on each anniversary.
- 11.6. **Automatic Renewal of Support Services.** To the extent Customer subscribes to Support Services, Customer's subscription to Support Services will automatically renew at the end of the then-current term for successive terms each for the same length of time as the Initial Support Term specified in the applicable Order Form (each, a "**Support Renewal Term**", and together with the Initial Support Term, the "**Support Term**"). For example, if the Initial Support Term is one year, each Renewal Term will be for one year. insightsoftware reserves the right to modify the Support Services fees annually by providing Customer at least sixty (60) days written notice.
- 11.7. **Termination of Support Services.** Unless the Support Services are terminated by either Party upon sixty (60) days prior written notice prior to the expiration of the then-current Support Services Term or any subsequent Support Services Renewal Term, the Support Services will automatically renew in accordance with Section 11.6, the payment for which is due annually in advance of the Support Services Renewal Term date.
- 11.8. **Reinstatement of Support Services.** Reinstatement of lapsed or terminated Support Services is subject to payment of insightsoftware's reinstatement policies, procedures, and fees in effect on the date of reinstatement.
- 11.9. **Support Services Eligibility, Support Services Limitations, and General Support Services Provisions.**
- 11.9.1. **Reproducible Error.** Software issues are only supported if the problem reported is reproducible in the unmodified base version of the Software.
- 11.9.2. **Solution Functionality.** It is the Customer's responsibility before implementing or requesting assistance with implementation from insightsoftware of any updates of the Software to test, validate and change the functionality in any Solution in order to establish that the Solution will function after such updates of the Software have been implemented. insightsoftware does not give any warranties whatsoever that, after the installation of such update, bug fix or enhancement, any Solution will continue to function as it did prior to such update. For the purpose of this Agreement, "**Solution**" means any customer-specific solution created for the Customer in association with the Software or Services, including, but not limited to, reports, forms, dashboards, an integrations or other customer-specific solutions which do not affect the source code of the Software, but are created within the Service or by other tools, by insightsoftware, an insightsoftware partner, and/or by the Customer.
- 11.9.3. **Termination or Suspension of Support Services for Non-Payment.** Notwithstanding anything to the contrary in this Agreement, insightsoftware reserves the right to suspend or terminate Support Services at any time when Customer is not current in the payment of all fees and charges due to insightsoftware under its Agreements.



11.9.4. **External Hardware or External Software.** In the event that an issue is confirmed to be the result of general environmental issues on operating systems, hardware or third-party software, any such issues will not be handled by Support Services.

11.9.5. **Update or Correction Terms and Conditions.** Any Corrections, new releases, updates, and versions received under Support Services shall be subject to the terms of this Agreement. For the purposes of this Section, the following definition applies:

11.9.5.1.A **“Correction”** is a patch or other remedial measure in machine readable object code form prepared by insightsoftware or its designated supplier to bypass or remedy an error (as determined by insightsoftware or its designated supplier) in the Software.

11.9.6. **Use of General Knowledge.** Subject to the terms and conditions of this Agreement, the Parties agree that insightsoftware may use general ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques which were developed or created in the course of performing the Support Services or professional services and which may be retained in the memory of insightsoftware’s personnel.

12. Cloud Services

- 12.1. **Definition of Cloud Services.** “Cloud Services” means hosting services provided by insightsoftware in order to deliver the hosted Software solution set forth in the applicable Order Form, and subject to the terms and conditions of both this Agreement and the Cloud Services Addendum attached here as Exhibit A. For clarity, this Section is inapplicable if Customer has not purchased, and the Order Form does not specify, any Cloud Services.
- 12.2. **Cloud Services Term.** If an applicable Order Form specifies a purchase of insightsoftware Cloud Services, subject to the payment of the fees on the applicable Order Form (or the relevant Software remaining in good standing), insightsoftware hereby agrees to provide to Customer access to the Software and the hosting support services in accordance with the terms and conditions of this Agreement and the terms and conditions of Exhibit A for the term set forth in the relevant Order Form for such Cloud Services (“Cloud Services Term”). If no term for the Cloud Services is specified in the applicable Order Form, then, subject to the payment of applicable fees, insightsoftware shall provide Customer access to the Software and the hosting support services in accordance with the terms and conditions of this Agreement and the terms and conditions of Exhibit A for a twelve-month period commencing on the Order Form Effective Date. Cloud Services will be provided at the rates set forth in the applicable Order Form in accordance with the terms and conditions of this Agreement. If rates are not set forth in the applicable Order Form, Customer will be charged for the Cloud Services for the applicable Cloud Services Term at the then-current insightsoftware Cloud Services rates.
- 12.3. **Automatic Renewal of Cloud Services.** Unless the Cloud Services are terminated by either Party upon sixty (60) days prior written notice prior to the expiration of the Cloud Services Term or any subsequent renewal of the Cloud Services Term, Cloud Services will automatically renew for an additional 12-month period, the payment for which is due annually in advance. insightsoftware reserves the right to modify the Cloud Services fees annually by providing Customer at least sixty (60) days written notice.
- 12.4. **Termination of Cloud Services.** Subject to the terms set forth in Section 12.3, Customer shall have the option to provide written notice to insightsoftware pursuant to the foregoing provisions to terminate the Cloud Services without incurring a penalty or affecting the Support Term. For clarity, Customer shall not be entitled to a refund of any prepaid Cloud Services fees if Customer terminates Cloud Services under this Section.
- 12.5. **Cloud Services through a Partner.** If Customer receives Cloud Services through a Partner, or a Partner hosts their Software or data, insightsoftware shall not be responsible for the hosting or Cloud Services provided. Customer shall contract independently with Partner to establish Cloud Services or terms and conditions, which will not be applicable to insightsoftware in any way. For clarity, In the event that a Partner provides Cloud Services or hosting to a Customer, Exhibit A and its Annexes shall not apply.

13. Indemnification

- 13.1. **Customer’s Indemnification Obligation.** Subject to the terms and conditions set forth in this Section 13.1, Customer shall, at its own expense, defend insightsoftware and its Affiliates, subsidiaries, officers, directors, shareholders, and employees, (“**insightsoftware Indemnitees**”) from and against any and all allegations, threats, claims, suits, and proceedings brought by unaffiliated third parties (collectively “**Claims**”) arising from liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys’ fees) (collectively, “**Losses**”) arising from an allegation that Customer’s unauthorized use of the Software or any Customer data infringes such third party’s copyrights or trademarks, or misappropriates such third Party’s trade secrets; and shall indemnify insightsoftware Indemnitees from and against Losses to the extent based upon such a Claim. The foregoing indemnification obligations apply only if each of the following conditions are met: insightsoftware (i) gives Customer prompt written notice of such Claim, (ii) grants Customer sole control of the defense or settlement of such Claim, and (iii) reasonably cooperates with Customer, at Customer’s expense, in its defense or settlement of the Claim. The provisions of this paragraph apply only to the extent permitted by Tennessee law.
- 13.2. **insightsoftware’s Indemnification Obligation.** Subject to the terms and conditions set forth in this Section, insightsoftware shall, at its own expense, defend Customer and its Affiliates, subsidiaries, officers, directors, shareholders, and employees (“**Customer Indemnitees**”) from and against any and all allegations, threats, claims, suits, and proceedings brought by unaffiliated third parties (collectively “**Claims**”) arising from an allegation that any Software or Services provided to Customer hereunder (“**Subject IP**”) as used in accordance with the Documentation and this Agreement, infringes such third party’s copyrights or trademarks, or misappropriates such third party’s trade secrets; and shall indemnify Customer Indemnitees from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys’ fees) (collectively, “**Losses**”) to the extent based upon such a Claim. The foregoing indemnification obligations apply only if each of the following conditions are met: Customer (i) gives insightsoftware prompt written notice of such Claim, (ii) grants insightsoftware sole control of the defense or settlement of such Claim and (iii) reasonably cooperates with insightsoftware, at insightsoftware’s expense, in its defense or settlement of the Claim. insightsoftware may, at its option and expense, (A) replace the Subject IP with compatible non-infringing functionality, (B) modify the Subject IP so that it is non-infringing, (C) procure the right for Customer to continue using the Subject IP, or (D) if the foregoing options are not reasonably available, terminate the license to use the Subject IP and refund Customer all license fees paid by Customer that is



applicable to the Subject IP being terminated, pro-rated over a five (5) year useful life in the case of a perpetual license to Software. insightsoftware shall have no obligation to Customer with respect to any Claim if such Claim is based upon (I) Customer's use of a version of the Subject IP that is not the most current version, if Customer's liability would have been avoided with the use of the most current version, (II) Customer's use of the Subject IP in a manner not expressly authorized by this Agreement, (III) the combination, operation, or use of the Subject IP with any third party product or service that was not listed in the Documentation, if Customer's liability would have been avoided or reduced in the absence of such combination, use, or operation, or (IV) modifications to the Subject IP other than as authorized in writing by insightsoftware. THIS SECTION SETS FORTH INSIGHTSOFTWARE'S ENTIRE OBLIGATION TO CUSTOMER WITH RESPECT TO ANY CLAIM OF INFRINGEMENT

14. Limitation of Liabilities

- 14.1. **General Limitation of Liability.** EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS AND FOR BREACHES OF CONFIDENTIALITY SET FORTH ABOVE, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE TOTAL AMOUNT OF LICENSE AND/OR SUPPORT SERVICES FEES PAID BY CUSTOMER TO INSIGHTSOFTWARE FOR THE RELEVANT SOFTWARE WITHIN THE PRECEDING TWELVE (12) MONTHS.
- 14.2. **Data Backup.** UNLESS CUSTOMER HAS PURCHASED INSIGHTSOFTWARE CLOUD SERVICES, CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP CUSTOMER'S DATA. IN NO EVENT WILL INSIGHTSOFTWARE BE LIABLE FOR ANY LOSS, CORRUPTION, MODIFICATION, OR DAMAGE TO CUSTOMER'S DATA.
- 14.3. **No Indirect Damages.** EXCEPT FOR BREACHES OF CONFIDENTIALITY SET FORTH ABOVE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR ANY LOST PROFITS OR LOST REVENUE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.
- 14.4. **Limitation on Indirect Damages.** Some countries and/or states and jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitations and exclusions may not apply to all Customers. In that case, the liability of insightsoftware is limited to the maximum extent possible by law.
- 14.5. **Distributors, Resellers, and Integrators.** All Software, Support Services, and Cloud Services provided by insightsoftware to Customer shall be provided subject to the provisions of this Section unless the Parties expressly agree in writing to the contrary, referencing this Section by number. Customer acknowledges and agrees that (i) any insightsoftware-appointed distributors, resellers or integrators are independent entities and are not agents of insightsoftware; (ii) insightsoftware is not liable for nor bound by any acts or omissions of such distributors, resellers, or integrators, including but not limited to any services provided or to be provided by such entities to Customer in connection with any Software licensed hereunder; and (iii) no insightsoftware-appointed distributor, reseller, or integrator has authority to modify this Agreement in any fashion, including but not limited to the warranties or limited remedies set forth in this Agreement.
- 14.6. **No Additional Warranties.** INSIGHTSOFTWARE DISCLAIMS ANY REPRESENTATION OR WARRANTY PURPORTED TO BE MADE ON INSIGHTSOFTWARE'S BEHALF BY ANY THIRD PARTY TO CUSTOMER WHETHER EXPRESS OR IMPLIED.
- 14.7. **Limitation on Actions.** No claim may be asserted by either Party against the other Party with respect to any event, act or omission for which a claim accrued more than two (2) years prior to such claim being asserted.

15. Subcontracting.

- 15.1. **Use of Subcontractors.** insightsoftware may, in its sole discretion, subcontract its obligations under this Agreement provided that insightsoftware shall remain ultimately liable for the performance of subcontractor in accordance with this Agreement.

16. Assignment

- 16.1. Customer's rights in and to the Software provided under this Agreement may not be assigned, licensed, pledged, or otherwise transferred voluntarily, whether by merger, operation of law or otherwise without insightsoftware's prior written consent, and any such prohibited assignment shall be null and void. Further, any change in control of Customer shall be deemed an attempt by Customer to assign or transfer this Agreement. For purposes of the foregoing provision, "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of Customer, whether through the ownership of voting securities, by contract or otherwise. Any assignment or attempted assignment in breach of this Section shall be void.

17. Notices

- 17.1. All notices required to be given under this Agreement shall be given in writing and shall be deemed to have been given when (i) delivered by hand, (ii) mailed by prepaid registered or certified mail, return receipt requested, (iii) sent by commercial courier with written verification of the receipt, or (iv) sent by email, with a copy sent at the same time by either registered or certified mail to each Party at its addresses set forth herein or at such other address as either Party may designate to the other by notice as required hereby. Such notice shall be deemed given on the date of the receipt (or refusal) of delivery. All notices to Customer shall be sent to the address provided on the applicable Order Form at the time of licensing, unless and until written notice is given of any other address. Unless and until written notice is given by insightsoftware of any other address, all notices to insightsoftware shall be sent to:



insightsoftware
Attention: Legal
8529 Six Forks Road, Suite 400,
Raleigh NC 27615, United States

18. Export Compliance

- 18.1. Customer shall not permit any third party to access or use the Software in violation of any law or regulation or export the Software or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export it to, a country subject to a United States embargo.

19. Data Protection

- 19.1. The following paragraph applies where Customer is established in the European Economic Area (as defined in GDPR), or where Customer's use of this Software is otherwise subject to Regulation (EU) 2016/679 ("GDPR"): in respect of any personal data processed (including collection and storage) by insightsoftware in connection with the provision of the Software and related services, insightsoftware shall as a processor comply with the provisions of Article 28(3) of the GDPR, which are hereby incorporated by reference into this Agreement. For the purposes of Article 28(2) of the GDPR, insightsoftware shall be generally authorized to appoint sub-processors, provided it complies with the provisions of Article 28(4) of the GDPR. For the purposes of Article 28(3)(h) of the GDPR, Customer acknowledges that its right to an audit or inspection shall be fully satisfied by sight of an independent third party audit report supplemented by a right to request further information from insightsoftware which demonstrates its compliance, and that Customer shall have no right to conduct on-site audits of insightsoftware's processing facilities. Customer (as "data exporter") and insightsoftware (as "data importer"), with effect from the commencement of any relevant transfer, hereby enter into the Standard Contractual Clauses (processors) for the purposes of Article 26(2) of Directive 95/46/EC set out in Decision 2010/87/EC as the same are revised or updated from time to time by the European Commission ("SCCs") in respect of any transfer to insightsoftware (or onward transfer) where such transfer would otherwise be prohibited by the GDPR in the absence of the SCCs. Appendix 1 to the SCCs shall be deemed to be prepopulated with the information about the data processing described in this Agreement. Appendix 2 to the SCCs shall be deemed to be prepopulated with the following: *"Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood for the rights and freedoms of natural persons, insightsoftware shall ensure a level of security appropriate to the risk, including as appropriate the specific controls described in Article 32(1), (a) to (d) inclusive of GDPR and including any other controls mandated by applicable data protection laws."*

20. Governing Law and Venue

- 20.1. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Tennessee without regard to the conflicts of laws principles. Each Party hereby consents to the personal and exclusive jurisdiction and venue of the state and federal courts located in Williamson County, Tennessee, United States, with regard to any suit or claim arising under or by reason of this Agreement. Neither Party will commence or prosecute any suit or claim to enforce this Agreement, or otherwise arising under or by reason of this Agreement, other than in such courts.
- 20.2. **Exclusion of United Nations Convention on Contracts.** This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, which is expressly excluded.

21. General

- 21.1. **Titles and Paragraph Headings.** Titles and paragraph headings are for convenient reference and are not a part of this Agreement.
- 21.2. **Entire Agreement.** This Agreement, together with the Order Form and all documents incorporated herein by reference, constitutes the entire agreement between the Parties relating to the Software and services, supersedes in full all prior discussions, correspondence and agreements between the Parties relating to the Software and services and may be modified or supplemented only by a document agreed to by an authorized representative of each Party. The foregoing notwithstanding, the pre-printed terms and conditions of any purchase order or other ordering document issued by Customer in connection with this Agreement shall be deemed to be for Customer's convenience only and shall in no way modify, add to or delete from the terms and conditions of this Agreement or any Order Form.
- 21.3. **Force Majeure.** Neither Party will be liable for any delay or failure of its performance under this Agreement if it results from causes beyond its control ("**Force Majeure Event**") provided that the Party claiming a Force Majeure Event (a) provides the other Party with notice of a Force Majeure Event as soon as practicable following the occurrence of the same; and (b) performs fully and completely all its other obligations in accordance herewith during the existence of such Force Majeure Event; and (c) uses its commercially reasonable best efforts to recommence full and complete performance of its obligations as soon as possible after the occurrence of such Force Majeure Event. Notwithstanding the same, Customer will not be relieved of any payment obligation.
- 21.4. **No 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.
- 21.5. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed and the entire Agreement shall not fail on account thereof and the balance of the Agreement shall continue in full force and effect.
- 21.6. **No Representation.** The Parties are independent contractors and will so represent themselves in all regards. Neither Party is the agent of the other, and neither may make commitments on the other's behalf.
- 21.7. **Service of Process and Reasonable Attorneys' Fees.** Regardless of which insightsoftware entity is identified in the applicable Order Form, with respect to any action, suit or proceeding (a) each Party irrevocably consents to the service of process from any of the aforesaid courts by mailing



copies by registered or certified mail, postage prepaid, to such Party at its address designated pursuant to this Agreement, with such services of process to become effective upon receipt.

- 21.8. **Marketing Communications.** By signing any applicable Order Form, Customer agrees that insightsoftware or its licensors or suppliers may send Customer information regarding new products and services and other marketing communications unless Customer notifies such Party it wishes to opt out of receiving such communications. Customer understands that even if it so opts out, it nevertheless will continue receiving system messages and other communications relating to the operation of the Software it has purchased.
- 21.9. **Use of Trademarks and Logo.** *DELETED*
- 21.10. **Entity Limitation.** If the Order Form is entered into by an Affiliate of insightsoftware rather than insightsoftware, then this Agreement shall be between such insightsoftware Affiliate and Customer, rather than insightsoftware and Customer. In such case, Customer agrees that any claim that Customer may have under this Agreement will be only against the insightsoftware Affiliate that entered into the Order Form with Customer, that insightsoftware and such Affiliate shall not have joint and several liability, and Customer will make no claim under this Agreement against insightsoftware or any other insightsoftware Affiliate.
- 21.11. **United States Government Contracting.** If the Software or Services are being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then, as a commercial item, the Government's rights in the Software, Services, Content and Documentation will be only as set forth (i) in this Agreement or (ii) as provided in FAR 12.212 (Computer Software) and (for Department of Defense use or disclosure) DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), whichever set of rights provided in (i) or (ii) are the more restrictive.
- 21.12. **Translations.** The original of this Agreement is in English; any translations are provided for reference purposes only. The English version of this Agreement shall govern the transaction. Customer waives any right it may have under the law of Customer's country to have this Agreement written or construed in the language of any other country. Further, the Parties hereto have requested that this Agreement, all correspondence and documentation relating to this Agreement, be written in the English language.



EXHIBIT A
TO THE MASTER SOFTWARE AND SERVICES AGREEMENT

CLOUD SERVICES TERMS AND CONDITIONS

If Customer has purchased the Cloud Services as designated in the applicable Order Form, this Exhibit A is hereby incorporated into and made a part of the insightsoftware Master Software and Services Agreement (the “MSA”) between the Parties. In the event of a conflict between the terms of this Exhibit A and the Master Software and Services Agreement, the terms of the Master Software and Services Agreement shall govern.

1. **Term.** The Term of the Cloud Services will begin on the Order Form Effective Date and continue for a term as specified in the applicable Order Form (“**Initial Cloud Services Term**”). The term shall be automatically renewed for a twelve month period (each a “**Cloud Services Renewal Term**”) on the anniversary of the Order Form Effective Date or the preceding Cloud Services Renewal Term commencement date, unless cancelled by either party upon sixty (60) days prior written notice prior to the expiration of either the Cloud Services Term or Cloud Services Renewal Term (together the “**Cloud Services Term**”), as applicable. If Customer terminates this Agreement, the Cloud Services Term, or the Cloud Services Renewal Term, Customer will not be entitled to reimbursement for any Cloud Services fees paid.
2. **Provision of Cloud Services.** Subject to the payment of applicable fees, insightsoftware hereby agrees to provide and hereby grants a license to Customer access to the Product in insightsoftware’s hosting environment by up to the number of Customer’s Named Users as specified in the applicable Order Form, in accordance with the terms and conditions of this Exhibit A and the MSA, solely for Customer’s internal information management and internal data processing purposes. The Cloud Services will include providing access to the Software using an Internet web server, at a location (or locations) selected by insightsoftware, for the purpose of hosting the use of the Software by Customer.
3. **Fees.** Customer shall pay annually to insightsoftware a fee for the Cloud Services. The fees for the initial Cloud Services Term are specified in the applicable Order Form. insightsoftware may increase the applicable fees for Cloud Services for each Cloud Services Renewal Term over the Initial Cloud Services Term or the previous Cloud Services Renewal Term, as applicable, provided that insightsoftware gives Customer sixty (60) days notice of such increase. Any resulting increase in the fees is effective from the commencement of the applicable Cloud Services Renewal Term.
4. **Payment.** Payment of Cloud Services fees is due on the Order Form Effective Date and each annual anniversary thereof, respectively.
5. **Additional Named Users.** Additional Named Users added in accordance with (i) additional Order Forms executed by Customer, or (ii) any User Reports furnished by Customer shall be subject to insightsoftware’s then-current rates for all such additional Named Users plus any applicable, then-current hosting fee for any such additional Named Users.
6. **User Reports.** During the Initial Cloud Services Term and any Cloud Services Renewal Term, upon insightsoftware’s reasonable request, Customer agrees to furnish to insightsoftware a report (a “**User Report**”) on an annual basis which identifies the current Named Users and Named Users added during the immediately preceding one-year period, as applicable, and identify each such Named User’s role (i.e. employee, consultant, tax service provider, auditor). Customer shall furnish the first User Report upon execution of this Agreement, and each subsequent annual User Report shall be provided to insightsoftware upon insightsoftware’s reasonable request not less than sixty (60) calendar days prior to the annual anniversary date of the Effective Date of this Agreement. Customer may permanently replace a Named User with another Named User in accordance with the terms of the MSA. Customer shall not allow Named Users to share usernames and passwords.
7. **Availability of Cloud Services.** The Availability Time (as defined below) of the Cloud Services each calendar month during the Cloud Services Term will be no less than 99.5% (based upon an average 30-day month).
 - 7.1. **Availability Time and Excused Downtime.** insightsoftware shall provide the Cloud Services to Customer in order to permit users access to the Product at all times following the date hereof, during the term of Cloud Services except during: (a) such reasonable time as is necessary for Maintenance Activities (as defined below); (b) the occurrence of any Force Majeure Event; or (c) any down time in the Cloud Services caused by internet or cloud service providers or caused by other telecommunications facilities used by Customer and other users permitted hereunder ((a) through (c), collectively, “**Excused Downtime**” and such access time minus the Excused Downtime, the “**Availability Time**”).
 - 7.2. **No Breach.** Customer agrees that insightsoftware will not be in breach of this Agreement if its failure to provide the Cloud Services is due to Excused Downtime.
8. **Maintenance Activities.** The following will be maintenance activities undertaken by insightsoftware in respect of the Cloud Services (the “**Maintenance Activities**”):
 - 8.1.1. Normal maintenance activities that may or may not disrupt service (“**Planned Maintenance Event**”). insightsoftware will use reasonable commercial efforts to provide four (4) days advance notice of a Planned Maintenance Event and all work will be performed during a standard maintenance window between the hours of 3 a.m. to 6 a.m. Eastern Time on any planned day or days for any such Planned Maintenance Events when commercially feasible. In addition, every third Sunday of each calendar month, insightsoftware reserves a three-hour window between 12:01am and 03:01am EST for general Cloud Services Maintenance Activities.
 - 8.1.2. Maintenance required due to degradation of the Cloud Services (“**Planned Emergency Maintenance Events**”). insightsoftware will endeavour to provide 48-hours’ notice in advance if conditions permit and all work will be performed during a standard maintenance window on Wednesdays or Sundays from 3 a.m. to 6 a.m. Eastern Time.



- 8.1.3. Maintenance required due to loss of service (“**Unplanned Emergency Maintenance Events**”). insightsoftware will utilize best efforts to notify Customer in advance if conditions permit.
- 8.1.4. insightsoftware may amend the service levels as defined in this Exhibit A periodically provided that: (a) Customer is informed in advance; and (b) the amendment does not materially alter the provisions of the Cloud Services.
9. **Data Storage and Backup.** insightsoftware will use commercially reasonable efforts to provide daily data backup of Customer’s data and upon Customer’s written request, insightsoftware shall provide a data file restore (in the format used by insightsoftware to backup such data) based on the most recent data backup conducted for up to a six (6) calendar day retention period. Notwithstanding the foregoing, Customer’s data and Customer’s data backup storage shall not exceed 20GB. Customer’s compliance with government laws and regulations associated with the creation, retention or disposition of computer generated data is the responsibility of Customer. insightsoftware is not responsible for the archiving or backup of Customer’s data files that are in use or open during the creation of an archive data set.
10. **Access, Acceptable Use Policy, and Minimum Security Precautions.** Customer agrees to adhere to insightsoftware’s or its service providers’ security precautions in connection with the use of the Services, including but not limited to, the minimum Customer security precaution set forth in the attached Annex 1 which forms an integral part of Exhibit A. Customer shall be responsible for unauthorized use of the Cloud Services by any person, unless such unauthorized use results from insightsoftware’s failure to perform its obligations hereunder. Customer agrees to fully indemnify and hold insightsoftware harmless against any claims, losses, and expenses (including but not limited to reasonable attorneys’/solicitors’ fees) for any failure to comply with this Section.
11. **Customer’s Data Upon Termination or Expiration.** Upon any termination or expiration of this Agreement or the Term of Cloud Services, Customer shall have a fifteen (15) calendar day period following the last day of this Agreement or the Term of Cloud Services to request Customer’s data in an exportable/readable format, and insightsoftware shall provide such data upon Customer’s request within fifteen (15) calendar days of insightsoftware’s receipt of Customer’s request. After such fifteen-day period, insightsoftware shall have no obligation to make Customer’s data available to Customer or to retain any of the same.
12. **Cloud Services Service Levels.** If Customer has purchased the Cloud Services as designated in the applicable Order Form, the Service Level terms of Annex 2 to Exhibit 1 shall apply to the provision of Cloud Services products only. For clarity, any products not hosted in the insightsoftware cloud shall be subject to the service level policies located in the standard insightsoftware Support Policy.
13. **Disclaimers.**
- 13.1. **CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. EXCEPT AS SET OUT IN THIS AGREEMENT AND THIS SCHEDULE C, THE CLOUD SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND CUSTOMER’S USE OF THE CLOUD SERVICES IS AT ITS OWN RISK. INSIGHTSOFTWARE DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. INSIGHTSOFTWARE DOES NOT WARRANT THAT THE CLOUD SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. WITHOUT LIMITING THE FOREGOING, INSIGHTSOFTWARE DOES NOT WARRANT AND HEREBY DISCLAIMS THAT THE CLOUD SERVICES WILL PROVIDE PROTECTION FROM (a) VIRUSES, TROJAN HORSES, WORMS, TIME BOMBS, CANCELBOTS, OR OTHER HARMFUL OR DELETERIOUS PROGRAMMING ROUTINES, (b) DATA LOSS, (c) UNAUTHORIZED, UNKNOWN, OR UNFORESEEABLE SECURITY BREACHES, ACCESSES, OR ATTACKS INTO OR AFFECTING THE EQUIPMENT OR OTHER SYSTEMS, AND (d) ANY FORM OF REAL-TIME DETECTION OF ANY OR ALL OF THE FOREGOING. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SUITABILITY OF THE CLOUD SERVICES CHOSEN. NEITHER PARTY SHALL MAKE ANY REPRESENTATIONS OR WARRANTIES ON THE OTHER PARTY’S BEHALF.**
- 13.2. **INSIGHTSOFTWARE IS NOT RESPONSIBLE FOR ANY DEFECTS OR DAMAGES TO CUSTOMER’S HARDWARE, SOFTWARE SYSTEMS OR DATA RESULTING FROM (a) CUSTOMER’S, CUSTOMER’S AGENTS’, OR CUSTOMER’S EMPLOYEES’ MISHANDLING, ABUSE, MISUSE, OR ACCIDENT; OR (b) CUSTOMER’S USE OR PROVISIONING OF CUSTOMER EQUIPMENT ELECTRICALLY OR MECHANICALLY INCOMPATIBLE WITH CLOUD SERVICES OR OF INFERIOR QUALITY. INSIGHTSOFTWARE WILL NOT BE RESPONSIBLE FOR ANY REASON FOR ANY THIRD PARTY EQUIPMENT PROVIDED BY CUSTOMER OR DAMAGES THAT ARISE AS A RESULT OF DEFECTS OR ISSUES RELATED TO THE THIRD-PARTY EQUIPMENT.**



ANNEX 1
TO EXHIBIT A, CLOUD SERVICES TERMS AND CONDITIONS
MINIMUM CUSTOMER SECURITY PRECAUTIONS

1. Endpoint Protection

- 1.1. Customer agrees at all times during the Cloud Services Term and during any permitted access to the Cloud Service for the applicable period following any termination or expiration of this Agreement pursuant to terms of the Agreement that Customer will apply industry best practices to properly secure and protect their user endpoint computers from virus and malware. This includes ensuring the computers maintain the latest anti-virus signature updates.

2. Security Patches

- 2.1. Customer agrees to ensure that all computers accessing the Cloud Services have all Microsoft and related vendor vulnerability and security patches applied within a reasonable time frame. Patches should be applied at regular intervals to ensure new vulnerabilities have been mitigated.

3. User IDs

- 3.1. Customer agrees that User IDs will not be shared amongst users.
- 3.2. All individuals permitted to use the User IDs must be made aware by Customer of the requirements to comply with the terms of this Agreement.
- 3.3. User IDs are maintained by the Customer and all terminated employee User IDs must have their access revoked or User IDs removed by the Customer. The Customer is entirely responsible for safeguarding and maintaining the confidentiality of their Cloud Services account username(s) and password(s). When Cloud Services are not being accessed, all users should be logged out of the Cloud Services or have a password protected screensaver applied.

4. Corporate Security Policies

- 4.1. The Customer must have in place these or similar corporate security policies and procedures;
 - 4.1.1.1. Corporate information security policy
 - 4.1.1.2. Internal confidentiality agreements
 - 4.1.1.3. Acceptable use
 - 4.1.1.4. Hiring and termination policies
 - 4.1.1.5. Physical security
 - 4.1.1.6. Antivirus Software
 - 4.1.1.7. Username administration
 - 4.1.1.8. User access management
 - 4.1.1.9. Internal incident management



ANNEX 2
TO EXHIBIT A, CLOUD SERVICES TERMS AND CONDITIONS
CLOUD SERVICES SERVICE LEVELS

1. Definitions.

- a. **"Customer Contact"** is a Customer employee designated by Customer to be the liaison between Customer and Company regarding Service issues. A Customer Contact may be replaced upon five (5) day's prior written notice to Company.
- b. **"Issue"** means a failure of the Service to materially comply with the Documentation that can be reproduced by Company.
- c. **"Service Support Hours"** means the hours of 3 am and 8 pm Eastern Time, Monday through Friday, excluding Company observed holidays (Christmas Day, Boxing Day, New Year's Day and Labor Day).

2. Service Issues.

- a. **Technical Assistance.** Company will provide technical assistance to Customer through up to six (6) Customer Contacts during Service Support Hours. In addition, Customer, through its Customer Contacts, shall have access to Company's technical knowledge base and self service tools.
- b. **Issue Definition, Categorization and Response.** Each Issue shall be assigned a Priority based on the type of Issue, and Company shall respond to submission of an Issue, all as set forth in the table below.
- c. **Issue Priorities and Response Level Terms.**
 - i. When submitting a support request via the Customer Community, Customer must provide insightsoftware with all information necessary for insightsoftware to process the request. Customers must also respond promptly to insightsoftware with any information reasonably requested to clarify the support request. When Customer submits a Support Request, Customer should assign the problem Customer is experiencing a Severity Level, which is the level of urgency and the defined business impact. All Support Requests will be assigned a Priority Level by insightsoftware in accordance with the definitions described below.
 - ii. Insightsoftware understands that Priority Levels are defined because of functional failures, and there may be times that a reported failure may have a critical business impact to Customer that would not necessarily be apparent to insightsoftware. In such instance, and at Customer's request based upon information Customer provides, insightsoftware may consider escalating the Support Request to a higher priority level to reflect the impact on Customer.
 - iii. An Acknowledgement is insightsoftware's initial confirmation to Customer that insightsoftware has received Customer's support request. A Restoration of services are actions that restore the product to conduct business requirements. A Resolution is a fix to the issue, which provides a stable solution to the Support Request.
 - iv. Customer Contacts may submit to Company reports of Issue(s), and such reports shall contain information reasonably necessary for Company to efficiently identify and confirm the Issue and commence addressing the Issue, including, without limitation, the following:
 - 1. A full description of the Issue and expected results.
 - 2. A reproducible test case that demonstrates the specific sequence that causes the Issue being reported.
 - 3. All applicable error, trace and system files.
 - 4. Exact wording of all error messages.
 - 5. Any special circumstances surrounding the discovery of the Issue.
 - 6. Any additional information and cooperation reasonably requested by Company.
- d. **Response Levels**

| Response Expectations | Step 1: Acknowledgement | Step 2: Restoration and/or Action Plan |
|-----------------------|---------------------------------|--|
| Priority 1 | Within 1 Regional Business Hour | Work will start immediately upon Acknowledgement and will continue until Restoration of service. Status will be communicated daily or as needed based on the Resolution. Resolution will be included in a subsequently scheduled Update. |

| | | |
|--------------------|----------------------------------|---|
| *Priority 2 | Within 2 Regional Business Hours | Work will start upon Acknowledgement and will continue until a Restoration or a Restoration plan is in place. Status communicated upon Customer's request or as needed based on the Restoration plan. Resolution will be included in a subsequently scheduled Update. |
| *Priority 3 | Within 4 Regional Business Hours | The Error will be researched and Restoration or action plan will be communicated upon Customer's request. Resolution will be included in a subsequently scheduled Update. |
| *Priority 4 | Within 8 Regional Business Hours | The Error will be researched and Resolution or action plan will be communicated upon Customer's request. Resolution will be included in a subsequently scheduled Update. |

e. Priority Levels.

| Priority | Functionality/ System Availability | Financial/ Regulatory Impact | Data Corruption | Data Replication | Install and Upgrades | Planning |
|-------------------|--|--|--|--|---|--|
| Priority 1 | System outage; Production down, System may be up, but is completely unusable. Significant application issue without a workaround prevents use. | Issue results in substantial fines or loss of revenue for the customer. Reporting Deadlines cannot be completed because of a significant application issue without a workaround. | Widespread data corruption across the entire system. | All Data Replication tasks have failed; customer source system and environment are working normally and are available. | Install or Upgrade cannot be completed because of a significant application issue without a workaround. | Planning Cycle cannot be completed because of a significant application issue without a workaround. |
| Priority 2 | Production System is working within acceptable parameters, but test / training / demo system exhibits P1 behavior / issues. An important application is impacted, but an acceptable workaround exists. | Issue has the potential to result in moderate fines or loss of revenue. Reporting Deadlines are impacted by an application issue that does have a workaround, but workaround requires significant rework of setup. | Isolated data corruption. | One or More Data Replication tasks have failed, customer source system and environment are working normally and are available. | Install or Upgrade has an application issue that does have a workaround, but the workaround should only be temporary or requires significant rework of setup. | Planning Cycle is impacted by an application issue that does have a workaround, but workaround should only be temporary or requires significant rework of setup. |
| Priority 3 | All environments are available. | Issue has the potential to result in minimal fines or loss of revenue. Reporting Deadlines has an issue that is minor to the application. | Minimal data corruption. | One or More Data Replication tasks have significant latency; customer source system and environment are working | Install or Upgrade has an issue that is minor on the application. | Planning Cycle has an issue that is minor to the application. |

| | | | | | | |
|-------------------|---------------------------------|---------------------------------|---------------------|-----------------------------|----------------------------------|------------------------------|
| | | | | normally and are available. | | |
| Priority 4 | All environments are available. | No financial or regular impact. | No data corruption. | No Replication Issue. | No impact on Install or Upgrade. | No impact on Planning Cycle. |

3. **Service Availability.** Company will make available the Service to Customer's production tenant 99.5% of the time, measured over a calendar month, provided, however, that the following shall not be considered downtime, and the time to perform the following shall not be included in the time the Service is unavailable: (i) preventative maintenance; (ii) application Updates to the Service; (iii) neither party will be liable for any delay or failure of its performance under this Agreement if it results from causes beyond its control ("**Force Majeure Event**") provided that the party claiming a Force Majeure Event (a) provides the other party with notice of a Force Majeure Event as soon as practicable following the occurrence of the same; and (b) performs fully and completely all its other obligations in accordance herewith during the existence of such Force Majeure Event; and (c) uses its commercially reasonable best efforts to recommence full and complete performance of its obligations as soon as possible after the occurrence of such Force Majeure Event. Notwithstanding the same, Customer will not be relieved of any payment obligation.

4. **Service Credits.** In the event of a failure by Company to meet the Service Availability minimum as set forth in Section 3 of this SLA, as Customer's sole and exclusive remedy, at Customer's request, Company shall provide service credits in accordance with the following matrix:

- a. First month of missed service availability minimum: The parties shall meet to discuss possible corrective actions;
- b. Second consecutive month: 10% of the Subscription Fee paid for the applicable month for the affected Service;
- c. Third consecutive month: 20% of the Subscription Fee paid for the applicable month for the affected Service;
- d. Fourth consecutive month: 30% of the Subscription Fee paid for the applicable month for the affected Service;
- e. Fifth consecutive month: 40% of the Subscription Fee paid for the applicable month for the affected Service; and
- f. Sixth consecutive month: 50% of the Subscription Fee paid for the applicable month for the affected Service.
- g. More than three consecutive months: Within thirty (30) days of such failure either Party shall have the option to terminate the entire Agreement and upon such termination, in addition to the service credits outlined above, Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date written notice of such termination is received.

5. **Exclusions.** Notwithstanding anything to the contrary, Company will have no obligations related to maintenance and support, or responsibilities with respect to Service issues caused by: (1) the use or functioning of the Service with third party products other than those specified in the Documentation; (2) use of the Service in breach of the Agreement or the Documentation; (3) any modification, customizations or enhancements of the Service by any person or entity other than Company, (4), negligence of Customer or any third party under the control of the Company.

Brentwood City Commission Agenda

Meeting Date: 01/25/2021

Resolution 2021-12 - Approval of Competitive Sealed Proposals Process for Procurement of 3rd Party Pavement Condition Ranking Services

Submitted by: Todd Hoppenstedt, Public Works

Department: Public Works

Information

Subject

Resolution 2021-12 - Approval of the Use of a Competitive Sealed Proposals Process for the Procurement of Third-Party Pavement Condition Ranking Services

Background

Prior to 2017, all pavement management decisions in Brentwood were made by staff members, who invested a considerable amount of time throughout the year, physically evaluating each road segment and creating a ranked list of roads by condition.

In 2017, the Public Works Department contracted for the first third-party video Pavement Evaluation Ranking Service. These advanced third-party services have been around for a number of years, and have consistently provided an evaluation of pavement networks for thousands of agencies. Most firms have evolved into scanning the roadways with a unique vehicle set up to capture 3D imagery of the roads as well as other important attribute data. These services provide a ranking using Pavement Condition Index (PCI) which is a ranking of 0-100 and classifies the type, extent, and severity of pavement distresses, such as cracking, rutting, and shoving. The International Roughness Index (IRI) can also be provided to score the roads overall smoothness of ride.

The data gained through the 2017 survey has been used for decision-making every year since, however, it is recommended that the pavement assessment be repeated every 3 to 5 years. Therefore, staff has prepared a request for proposals which has been drafted to further improve upon the deliverables expected, and strengthen the use of the ranking data to help us better prioritize our pavement resources.

Staff is requesting City Commission approval to use the competitive sealed proposals procurement process as authorized by state law and the Brentwood Municipal Code. By requesting proposals now, staff will be better prepared for planning and budgeting process. We would recommend funding this survey through the FY 2022 Street Resurfacing Program, and data generated through this survey will guide our pavement management program decisions through FY 2025.

Please direct any questions to the Public Works Director.

Staff Recommendation

Staff recommends approval of the attached resolution.

Previous Commission Action

No previous Commission action on this item.

Fiscal Impact

Amount : TBD

Source of Funds: Capital Improvements

Account Number: 121-43120-82640

Fiscal Impact:

The purpose of the RFP is to gain a better understanding of service offerings and costs, while the final selection of a proposal has not occurred yet, we anticipate costs to range from \$30,000-\$90,000 depending on many factors. It is our belief that we will be able to select a suitable proposal for approximately \$60,000.

Assuming that the data obtained through this survey will be used as a pavement management tool over the next three fiscal years, the anticipated \$60,000 cost would equal less than 1% of the budgeted \$8.1 million street resurfacing budget over the same period.

Attachments

Resolution 2021-12

RESOLUTION 2021-12

**AN RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE
THE USE OF A COMPETITIVE SEALED PROPOSALS PROCESS FOR THIRD-
PARTY PAVEMENT CONDITION RANKING SERVICES PURSUANT TO SECTION
2-209 OF THE BRENTWOOD MUNICIPAL CODE**

WHEREAS, state law and Section 2-209 of the Brentwood Municipal Code acknowledge that there are occasions when the use of competitive bids may not be practical or advantageous to the City when qualifications, experience, or competence are more important than price in making a purchase; and

WHEREAS, in such cases, the use of a competitive sealed proposal procurement method will assist in choosing the best solution; and

WHEREAS, the City seeks to obtain third-party pavement condition ranking services, and qualifications, experience, and competence are important factors in this procurement, necessitating the use of a competitive sealed proposal procurement process.

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

SECTION 1. That City staff are hereby authorized to use a competitive sealed proposal process for the procurement of third-party pavement condition ranking services.

SECTION 2. Such process shall be undertaken in accordance with the provisions of Tenn. Code Ann. § 12-3-1207 and Section 2-209 of the Brentwood Municipal Code.

SECTION 3. 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

Brentwood City Commission Agenda

Meeting Date: 01/25/2021

Resolution 2021-13 - Approval of Competitive Sealed Proposals Process for Procurement of Audio Production Services for Summer Concerts

Submitted by: Deanna Lambert, Community Relations

Department: Community Relations

Information

Subject

Resolution 2021-13 - Approval of the Use of a Competitive Sealed Proposals Process for the Procurement of Audio Production Services for Summer Concert Series

Background

As part of the annual Summer Concert Series at Crockett Park, the City utilizes an audio production vendor to provide technical expertise and sound amplification systems for the performances. To find a reputable company, staff is requesting City Commission approval to use a competitive sealed proposals process to select a qualified vendor for these services. The use of this process is requested because qualifications, experience, and competence are important factors for these services and should be considered for this procurement in addition to cost.

Please contact the Community Relations Director if you have any questions.

Staff Recommendation

Staff recommends approval of the attached resolution.

Fiscal Impact

Attachments

Resolution 2021-13

RESOLUTION 2021-13

**AN RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE
THE USE OF A COMPETITIVE SEALED PROPOSALS PROCESS FOR AUDIO
PRODUCTION SERVICES FOR THE SUMMER CONCERT SERIES PURSUANT TO
SECTION 2-209 OF THE BRENTWOOD MUNICIPAL CODE**

WHEREAS, state law and Section 2-209 of the Brentwood Municipal Code acknowledge that there are occasions when the use of competitive bids may not be practical or advantageous to the City when qualifications, experience, or competence are more important than price in making a purchase; and

WHEREAS, in such cases, the use of a competitive sealed proposal procurement method will assist in choosing the best solution; and

WHEREAS, the City seeks to obtain audio production services for the City's Summer Concert Series, and qualifications, experience, and competence are important factors in this procurement, necessitating the use of a competitive sealed proposal procurement process.

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

SECTION 1. That City staff are hereby authorized to use a competitive sealed proposal process for the procurement of audio production services for the City's Summer Concert Series.

SECTION 2. Such process shall be undertaken in accordance with the provisions of Tenn. Code Ann. § 12-3-1207 and Section 2-209 of the Brentwood Municipal Code.

SECTION 3. 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

Brentwood City Commission Agenda

Meeting Date: 01/25/2021

Resolution 2021-14 - Approval of the Use of a Competitive Sealed Proposals Process for the Procurement of Repair Services for Boiling Spring Academy

Submitted by: Deanna Lambert, Community Relations

Department: Community Relations

Information

Subject

Resolution 2021-14 - Approval of the Use of a Competitive Sealed Proposals Process for the Procurement of Repair Services for Boiling Spring Academy

Background

There are several items in need of repair at the Boiling Spring Academy located on Moores Lane. Upon researching the repair costs, staff realized that this would exceed \$10,000. The repairs include replacing several broken and missing shutter louvers with cedar, cypress or a solid wood that is similar to that currently in place, followed by painting. A number of bricks need to be replaced using time period brick and mason work must match the historical restoration. Tuck-pointing, which is the way of using two contrasting colors of mortar in the joints of brickwork, to give an artificial impression that very fine joints have been made, is also needed. Time period specific mortar must be used and all tuck-point must be in thin layers for minimal shrinkage.

This work will require a skilled and experienced mason who is familiar with historical tuck-pointing. Because qualifications, experience, and competence are important factors in this procurement, staff is requesting City Commission approval to use a competitive sealed proposals process to find a vendor for these services.

Please direct any questions to the Community Relations Director.

Staff Recommendation

Staff recommends approval of the attached resolution.

Fiscal Impact

Attachments

Resolution 2021-14

RESOLUTION 2021-14

**AN RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE
THE USE OF A COMPETITIVE SEALED PROPOSALS PROCESS FOR REPAIRS TO
BOILING SPRING ACADEMY PURSUANT TO SECTION 2-209 OF THE
BRENTWOOD MUNICIPAL CODE**

WHEREAS, state law and Section 2-209 of the Brentwood Municipal Code acknowledge that there are occasions when the use of competitive bids may not be practical or advantageous to the City when qualifications, experience, or competence are more important than price in making a purchase; and

WHEREAS, in such cases, the use of a competitive sealed proposal procurement method will assist in choosing the best solution; and

WHEREAS, the City seeks to obtain a qualified vendor for necessary repairs to the Boiling Spring Academy, and qualifications, experience, and competence are important factors in this procurement, necessitating the use of a competitive sealed proposal procurement process.

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

SECTION 1. That City staff are hereby authorized to use a competitive sealed proposal process for the procurement of services for necessary repairs to the Boiling Spring Academy.

SECTION 2. Such process shall be undertaken in accordance with the provisions of Tenn. Code Ann. § 12-3-1207 and Section 2-209 of the Brentwood Municipal Code.

SECTION 3. 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

Brentwood City Commission Agenda

Meeting Date: 01/25/2021

Resolution 2021-15 - Authorizing an Agreement with the Tennessee Department of Health for Williamson County Health Department Funding

Submitted by: Karen Harper, Finance

Department: Finance

Information

Subject

Resolution 2021-15- Authorizing an agreement with the Tennessee Department of Health for Williamson County Health Department funding.

Background

For many years, the City's annual budget has included \$15,000 towards the operation of the Williamson County Health Department. County health departments in Tennessee provide a variety of essential health services to residents, including child health care, immunizations, and technical assistance to the entire county when there is a potential public health epidemic. During the pandemic, the health department has provided greatly enhanced services related to testing and community information sharing.

Tenn. Code Ann. § 68-2-605 authorizes municipalities to cooperate with county governments to ensure adequate health care is provided to local residents. The proposed agreement between the City of Brentwood and the Tennessee Department of Health outlines the terms under which the City will provide funding for FY 2021. Note that county health departments are technically divisions of the Tennessee Department of Health, so the City's funding flows through the State to the Williamson County Health Department. The terms of this agreement are consistent with prior year agreements.

Staff Recommendation

Staff recommends approval of Resolution 2021-15 regarding funding for the Williamson County Health Department for FY 2021.

Fiscal Impact

Amount : \$15,000

Source of Funds: General Fund

Account Number: 110-44100-82592

Fiscal Impact:

Funding of \$15,000 is provided in the adopted FY 2021 Annual Budget.

Attachments

Resolution 2021-15

Contract No. 2021-004

RESOLUTION 2021-15

A RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO AUTHORIZE THE MAYOR TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF BRENTWOOD AND THE TENNESSEE DEPARTMENT OF HEALTH FOR FUNDING FOR THE WILLIAMSON COUNTY HEALTH DEPARTMENT, 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 the Tennessee Department of Health for funding for the Williamson County Health Department for Fiscal Year 2021, 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
TENNESSEE DEPARTMENT OF HEALTH
AND
CITY OF BRENTWOOD

This agreement is entered into this first day of July, 2020, between the Tennessee Department of Health, hereinafter referred to as the STATE and CITY OF BRENTWOOD, hereinafter referred to as the CITY.

WHEREAS, it is the vision of the Tennessee Department of Health to be in the top ten states in the nation for health, and

WHEREAS, it is the mission of the Tennessee Department of Health to protect, promote, and improve the health and prosperity of the people in Tennessee through the prevention of conditions that may be a threat to health, individually and collectively, and through the treatment of conditions that have already affected the health of Tennesseans, and

WHEREAS, TCA 68-2-901, provides a means for a State and County effort to accomplish these mutual goals through the delivery of health services through the local health departments.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

A. THE CITY AGREES:

1. To appropriate a total of \$15,000 for support of the WILLIAMSON County Health Department. This amount consists of:
 - a. \$0 Direct-Local funds (for which the CITY shall not be billed); in accordance with Item 3 below.
 - b. \$15,000 of appropriation for which the CITY shall be billed in accordance with Item 3 below.
2. To use revenues generated from the provision of health services toward the support of the County Health Department

3. To pay the STATE biannually one half of the total county funds appropriated for the purposes of this contract as identified in Item 1 (b) above. Payments are to be received by the STATE no later than the last day of January for the first payment, and no later than the last day of April for the second payment (Jan. 31, and Apr. 30 respectively).
4. To report all local expenditures to the STATE quarterly.
5. To submit to the STATE a duly signed and executed county agreement.

B. THE STATE AGREES:

1. To provide a total of \$1,652,200 in support of the WILLIAMSON County Health Department.
2. Upon written request, to provide a reporting of all expenditures and revenues.

C. BOTH PARTIES AGREE:

1. It is further agreed that the funds shall be used to pay salary, longevity, fringe benefits, travel, meals and/or lodging and other necessary expenses. The salary and travel, meals and/or lodging payments shall be paid in accordance with State regulations, policies and procedures, and subject to funding availability.
2. The term of this agreement will begin July 1, 2020, and shall extend through June 30, 2021.
3. This agreement may be amended in accordance with procedures established by the Commissioner of the Tennessee Department of Health. All amendments must be reduced to writing.

Approved:


County Health Director

Regional Public Health Director

Fiscal Officer of Local
Appropriating Authority

Assistant Commissioner, Community
Health Services

Commissioner, Department of Health

Brentwood City Commission Agenda

Meeting Date: 01/25/2021

Resolution 2021-10 -- Calling for a Public Hearing on Proposed Annexation and Plan of Services for Property Located South of Nottaway Lane, more specifically 715 Vernon Road

Submitted by: Jeff Dobson, Planning & Codes

Department: Planning & Codes

Information

Subject

Resolution 2021-10 -- A resolution calling for the scheduling of a public hearing on the proposed annexation by owner consent for property located south of Nottaway Lane in the Taramore Subdivision and directing staff to prepare a Plan of Services for the property. More specifically, the property is located at 715 Vernon Road.

Background

Resolution 2021-10, if approved, requests that the Board of Commissioners schedule a future public hearing to consider the proposed annexation of property into the City, as requested by the representative of the current property owner, along with directing staff to prepare the required Plan of Services. The subject property is adjacent to the current city limits within the City's Urban Growth Boundary (UGB) and is located south of Nottaway Lane in the Taramore Subdivision. The property does include the proposed right of way alignment for the future McEwen Drive extension.

The resolution calls for a public hearing regarding the proposed Plan of Services before the Board of Commissioners as part of its regular meeting of **March 22, 2021**. Please note that State Law requires that a copy of the annexation and the Plan of Services be forwarded to Williamson County Schools at least 30 days before the public hearing on the Plan of Services.

More specifically, the property for which annexation is requested is located at 715 Vernon Road and, according to the Williamson County Property Assessor, includes a total of 25.26 acres of land. There is one barn, having an approximate area of 1,728 sq. ft. currently located on the property.

The property is currently zoned Municipal Growth Area 1 (MGA-1) by Williamson County. If the annexation resolution is eventually approved following the public hearing, the property owner will request that the R-1 (Large Lot Residential) district zoning be assigned to the property. Consideration of the zoning on the property occurs separately, and is proposed to occur prior to final consideration of the annexation resolution per the schedule outlined below. Note that water and sewer service for the property requested to be annexed is provided by the City of Brentwood via existing infrastructure that currently stubbed to the property from within the

Taramore subdivision. The water service area was transferred to the City from the Nolensville College Grove Utility District in 2006.

As noted above, the overall area of the property is approximately 25 acres. The submitted concept plan shows five lots, all exceeding an area of two acres. Please note that the concept plan is non-binding related to the development of the property. Development of the property must comply with the technical standards of the Large Lot Residential zoning district.

During its 2015 regular session, the Tennessee State Legislature adopted new rules regarding municipal annexations. Two methods exist for annexation within a city's UGB: 1) annexation by resolution with the consent of the property owners and 2) annexation by referendum. This proposed annexation meets the criteria for annexation by resolution because the land is being annexed at the request of the property owner. A summary of the process follows:

1. A notarized petition for annexation is submitted by the property owners.
2. The Board of Commissioners then must pass a resolution calling for a public hearing on the proposed plan of services for the annexation in accordance with T.C.A. § 6-51-104.
3. The proposed plan of services and proposed resolution for annexation shall then be "promptly" sent to each landowner within the area proposed for annexation.
4. The proposed plan of services is sent to the Planning Commission for review. The Planning Commission has 90 days to study the proposed plan of services and issue a report.
5. The Board of Commissioners holds a public hearing on the proposed annexation and associated plan of services, preceded by publication of a notice in a local newspaper of general circulation.
6. Written notice of the proposed annexation must be sent to all affected school systems as soon as possible, but no later than 30 days prior to the public hearing on the Plan of Services, referenced above.
7. Following the public hearing, the Board of Commissioners must approve a resolution of annexation that includes the finalized plan of services.
8. Upon adoption of the annexation resolution that includes the finalized plan of services, a copy of the resolution is to be sent to the County Mayor.
9. The resolution, with a description of the annexed property, will be recorded with the county property assessor.

Under Tennessee law, a written Plan of Services (POS) for the annexed area is required, detailing the provision of services to residents and property owners in the newly incorporated area. These services include emergency services (Police, Fire and Emergency Communications), street maintenance, water and sewer services, brush pick-up, planning, zoning and codes services, parks and recreation and library services.

If the resolution to schedule the public hearing is approved, the request will proceed in accordance with the following tentative hearing schedule:

- On March 1, 2021, the Planning Commission will review the proposed annexation

- and POS and provide a report for consideration by the Board of Commissioners;
- The Board of Commissioners will conduct a public hearing on the proposed POS on March 22, 2021;
 - The Board of Commissioners will conduct the first reading of an ordinance to assign the R-1 zoning classification to the property on April 12, 2021;
 - The required community meeting will be tentatively conducted by the applicant for either April 27 or 29, 2021;
 - On May 3, 2021, the Planning Commission will provide its review and recommendation regarding the proposed zoning for the property to the Board of Commissioners;
 - The Board of Commissioners will conduct a public hearing on May 10, 2021 regarding the proposed assignment of the R-1 zoning district to the property;
 - On May 24, 2021, the Board of Commissioners will conduct second and final reading of the zoning ordinance; and
 - Also on May 24, 2021, the Board of Commissioners will consider the proposed annexation resolution, which includes the POS.

If the Commission wishes to alter this schedule, it should specify that as part of the motion to adopt Resolution 2021-10. Should there be any questions, please feel free to contact the Planning and Codes Director or the City Attorney.

Staff Recommendation

Staff has reviewed the proposed annexation and has determined that it meets the applicable requirements of state law regarding annexation for consideration by the Board of Commissioners. Staff requests approval by the Board of Commissioners of the resolution calling for the public hearing to begin the process of consideration for the requested annexation.

Previous Commission Action

There has been no previous action by the Board of Commissioners related to the subject property.

Fiscal Impact

Attachments

Resolution 2020-10

Resolution 2021-10 -- Exhibit B -- DRAFT Plan of Services -- McAdams Property
Vicinity Map
Petition for Annexation

RESOLUTION 2021-10

A RESOLUTION CALLING FOR A PUBLIC HEARING ON THE PROPOSED ANNEXATION OF TERRITORY INTO THE CITY OF BRENTWOOD BY OWNER CONSENT AND THE PLAN OF SERVICES FOR SAID TERRITORY, LOCATED AT 715 VERNON ROAD, SOUTH OF NOTTAWAY LANE IN THE TARAMORE SUBDIVISION, ADJACENT TO THE EXISTING CITY LIMITS

WHEREAS, the City of Brentwood, having been petitioned by interested persons, proposes the extension of its corporate limits by the annexation of certain territory adjoining its existing boundaries and located within its urban growth boundary by owner consent; and

WHEREAS, the Board of Commissioners desires to conduct a public hearing on the proposed plan of services for the annexed area.

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

SECTION 1. That a public hearing is hereby scheduled for 7:00 p.m. on March 22, 2021 at the Brentwood City Hall, located at 5211 Maryland Way, on the proposed annexation by owner consent of the territory described within Exhibit A, and the proposed Plan of Services for said territory, as shown in Exhibit B, both of which are attached hereto and made a part of this resolution by reference.

SECTION 2. That a copy of this Resolution, describing the territory proposed for annexation by owner consent, along with the Plan of Services, shall be promptly sent to the last known address listed in the office of the Williamson County property assessor for each property owner of record within the territory proposed for annexation, with such being sent by first class mail and mailed no later than fourteen (14) calendar days prior to the scheduled date of the hearing on the proposed annexation.

SECTION 3. That a copy of this Resolution shall also be published by posting copies of it in at least three (3) public places in the City of Brentwood (it being noted that there are no “public places” in the territory proposed for annexation) and by publishing the notice of the Resolution at or about the same time in the “Williamson” section of *The Tennessean*, a newspaper of general circulation in such territory and the City of Brentwood.

SECTION 4. That notice of the time, place and purpose of a public hearing on the proposed annexation by owner consent and the Plan of Services shall be published in the “Williamson” section of *The Tennessean*, a newspaper of general circulation in the City of Brentwood, not less than fifteen (15) days before the hearing, which notice shall include the locations of a minimum of three (3) copies of the Plan of Services for public inspection during all business hours from the date of notice until the public hearing.

SECTION 5. That written notice of the proposed annexation shall be sent to Williamson County Schools as soon as possible, but in no event less than thirty (30) days before the public hearing.

SECTION 6. 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

**EXHIBIT A
RESOLUTION 2021-10
MCADAMS PROPERTY
715 VERNON ROAD
WILLIAMSON COUNTY, TENNESSEE
LEGAL DESCRIPTION**

A Tract of Land situated in the Sixteenth (16) Civil District of Williamson County, Tennessee, being more particularly described as follows:

Beginning at a iron pin set at the southwest corner of Ronald M. Pettus of record in Deed Book 263, Page 57, R.O.W.C., TN., said point of beginning being situated N 82° 08' W. 1582.7 feet west of the westerly right-of-way of Vernon Road, said point also being the southeast corner of the tract herein described; thence, with a severance line common to tract two, N 82° 06' W, 199.61 feet to an iron pin set; thence, with a severance line common to tract two, S 43° 59' W, 219.62 feet to an iron pin set, thence, with a severance line common to tract two, N 81° 53' W, 1393.21 feet to an iron set on the easterly line of Jack A. Oman of record in Deed Book 764, Page 790, R.O.W.C., TN; Thence, with a line common to Oman, N 08° 54' E, 665.23 feet to a concrete monument existing at the base of a fence post corner; thence, with a line common to Oman, S 82° 07' E, 1711.40 feet to a concrete monument existing at the base of a fence post corner a common corner to Pettus; thence, with a line common to Pettus, S 08° 00' W, 493.27 feet to the point of beginning and containing 25.26 acres, more or less, according to a survey by Billy Carl Tomlin & Associates T.R.L.S. #383, dated October 6, 1992.

Easement 1: Beginning at a point in the westerly right-of-way of Vernon Road, said point beginning located on the southerly line of Ronald Pettus; thence, with the westerly right-of-way of Vernon Road S 67 ° 13' W, 98.1 feet to a point; thence, leaving said right-of-way N 82 ° 08' W, 1496.9 feet to a point on the southerly line of tract two; thence N 06 ° 14' E, 50.00 feet to an iron pin set, a common corner to Ronald Pettus, tract one, and tract two; thence, following the general direction of Pettus' southerly fence line S 82 ° 08' E, 1582.7 feet to the point of beginning.

Easement 2: Beginning at a iron pin set, a common corner to Ronald Pettus, tract one, and tract two, thence, S 06 ° 14' W, 50.0 feet to a point on the easterly line of tract two; thence, N 82 ° 06' W, 237.48 feet to a point on a line common to both tract one and tract two; thence, with said line N 43 ° 59' W, 61.85 feet to an iron pin set; thence, with a line common to both tract one and two S 82 ° 06' E, 199.61 feet to the point of beginning.

Being the same property conveyed to Roger T. Sauve and wife, Deidre D. Sauve by Warranty Deed from Kevin T. Vernon and wife Mary Vernon recorded on November 5, 1992, of record in Book 1024, Page 184, Register's Office for Williamson County, Tennessee.

RESOLUTION 2021-10
EXHIBIT “B”
VOLUNTARY ANNEXATION
PROPOSED PLAN OF SERVICES
MCADAMS PROPERTY
MAP 60 PARCEL 036.01

Police

Regular patrolling, radio responses to calls and other routine police services, using present personnel and equipment, will be provided on the effective date of annexation. properties to the north and west of the subject property lie within the City limits in the Taramore subdivision. Properties to the south and east of the subject property lie within the Urban Growth Boundary (UGB). Municipal services can be easily extended to the area to be annexed. In addition, the Brentwood Safety Center East is located 1300 Sunset Road, approximately 3.9 miles from the subject property. The new Police Headquarters building located at 910 Heritage Way is on schedule to be completed in the Spring 2021 and is located approximately 7.3 miles from the subject property.

Fire

Fire protection by the present personnel and the equipment of the firefighting force, within the standard limitations of available water and distances from existing fire stations, will be provided to the property on the effective date of annexation. Fire Station Four, located at the Safety Center East, 1300 Sunset Road is approximately 3.9 miles from the area to be annexed. The station is staffed with full-time firefighters to provide 24 hour/seven days per week fire protection. A new Fire Station Five, which will be located at 9551 Split Log Road, approximately 1.5 miles from the area to be annexed is planned. The new station is in the planning/design stages with construction expected to begin in Fiscal Year 2023. This station will also be staffed with full-time firefighters to provide 24 hour/seven days per week fire protection. The property to be annexed is currently located within the response zone for Station Four. Once the new Station Five is completed, the property will lie within that response zone, with Station Four providing back-up as needed.

Currently, the area to be annexed is served by the Nolensville Volunteer Fire Department, Station 16, located on Nolensville Road, approximately 8.1 miles from the subject property. Note that the station employs one full-time Fire Chief. There are no full-time response personnel. Around 40 volunteers provide response to fire emergencies. Due to improved fire protection, the ISO fire insurance rating for the newly constructed residences in the annexed area will be improved by being within the City limits.

Emergency Communications

Upon the effective date of the annexation, the property and any existing or future residences will be incorporated into the City’s 911 Emergency Communications District and all 911 emergency calls will be routed to the Brentwood emergency dispatch center.

Public Works/ Road Improvements

The property to be annexed lies at the end of New Bristol Lane in the Taramore Subdivision. The proposal includes the extension of the future public street (New Bristol Lane) into the property to serve approximately five lots. The future street constructed within the proposed subdivision will become a public

street in accordance with the City's normal development process and will be maintained in the same manner as existing neighborhood streets within the City. Currently, the City has not assumed maintenance responsibilities for New Bristol Lane. The City will provide routine road maintenance service (resurfacing, pot-hole repair, striping, signs, mowing and snow removal) of New Bristol Lane and the extension, upon acceptance by the Board of Commissioners following the effective date of annexation.

Brush pickup service will be provided to all future residences in accordance with City policy.

The City does not provide refuse collection services. Future residents will have the option to contract with private haulers in a manner consistent with collection inside the city limits.

Planning and Development Oversight

All planning, zoning and development regulations and standards of the City will extend to the annexed area upon the effective date of annexation. Existing personnel will handle oversight and enforcement of existing regulations.

Zoning and Subdivision Plan Approvals in Area

The applicant will be requesting that the property to be annexed be rezoned to the Large Lot Residential (R-1) zoning classification.

Most of the remaining surrounding properties immediately north and west of the area to be annexed are located in Brentwood and zoned Open Space Residential Development (OSRD). There are two sections in Taramore that are zoned Open Space Residential Development – Innovative Project (OSRD-IP). Adjacent properties to the east and south, located in the County are zoned Municipal Growth Area (MGA-1). The primary vehicle access to the property will be from via Split Log Road through the Taramore Subdivision.

The installation/extension of the underground public utilities within annexed area, as authorized by the Brentwood Planning Commission will be completed by the property owner at his expense under the City's current Subdivision Regulations and construction standards. The final platting of tract, infrastructure security, and future acceptance of public improvements for perpetual maintenance shall be carried out in accordance with applicable codes and ordinances.

Code Enforcement

Using existing personnel, all inspection services now provided by the City (building, plumbing, mechanical, gas, and other municipal codes and ordinances) will begin in the area with permits issued by the City after the effective date of annexation. Electrical permits and inspections are issued and conducted by the State of Tennessee Department of Commerce & Insurance. The enforcement of nuisance related codes such as high weeds and grass, abandoned vehicles, illegal signs, etc. will be handled on a complaint basis beginning on the effective date of annexation.

Parks and Recreation

New residents in the annexed area will enjoy full access to all existing and future recreational facilities, parks, greenways, bikeways, etc., in the City in a manner similar to other City residents. As now occurs with existing property owners living within the City. Property owners in the annexed area will be required

to pay City property taxes, a portion of which is used to support improvements and upkeep for existing parks and recreation facilities. This will eliminate any requirement for new residents to pay non-resident fees to participate in athletic programs in city parks.

The Board of Commissioners recently approved the acquisition of 52+/- acres in the north eastern portion of the City increasing the amount of City owned park land to 1,018 acres, which includes active and passive parks and greenways.

Public Library

New residents in the annexed area will have access to the John P. Holt Brentwood Library, which is conveniently located at 8109 Concord Road. The full-service library is open seven (7) days a week and currently has a collection in excess of 165,000 items and other materials, including audiobooks, DVD's, music CD's, eBooks, eAudiobooks, video streaming, and online resources. (5/2020). As now occurs with existing property owners in the city limits, existing and future property owners in the annexed area will be required to pay City property taxes, a portion of which is used to support the operation of the Library including expansion of the collections, materials and programs and for upkeep of the facility. This will eliminate any requirement for new residents to pay non-resident fees to fully use Library services.

Water and Sewer

Water service within the area proposed to be annexed is provided by the Nolensville College Grove Utility District. Sewer service is provided by the Metropolitan Department of Water Services. All future residents will be subject to the standard billing and service standards of these utility providers.

The developer in the annexed area will be responsible for upgrading and extending new sewer/water lines and fire hydrants to serve the property in conformance with the rules and regulations of each utility at the time of construction. Service is currently available in the area and must be extended or upgraded by the developer of the annexed property at their expense from existing gravity sewer lines to serve the new residential development.

Revenues (Taxes and Fees)

When fully developed, the City expects to generate sufficient new revenue to pay for the cost of service delivery. The primary sources will be from property taxes, state shared taxes distributed to the City on a per capita basis and residential building permits. The concept plan developed for the property shows a total of five lots, each having an area of 2.00 acres or more.

The annual tax bill for a house valued at \$750,000 is projected to be approximately \$675.00 based upon the current City tax rate of \$0.36 cents per \$100 of assessed value. Shared taxes received from the State of Tennessee are projected to average \$135.00 per person annually, while building permit fees will average approximately \$2,000 per new house, based upon fees received during FY 2020.

Additional one-time revenue will be received from the City's road impact fee (Public Works Project Fees), which is currently established at \$5,365 as of January 1, 2021, for each new home constructed within the future subdivision.

ATTACHMENT A

PETITION FOR ANNEXATION

We, the undersigned property owners, hereby request that our property, as identified below,
be annexed into the corporate limits of the City of Brentwood.

Richard McAdams
Printed Name

[Signature]
Signature

Printed Name

Signature

Property address:

715 Vernon Rd Franklin, TN 37067

Tax map/parcel number:

60-036.01

STATE OF TENNESSEE

COUNTY OF Williamson

Richard McAdams, Personally appeared before me, Sara McMahan, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

Witness my hand, at office, this 10 day of March, 2020.

Sara McMahan
Notary Public

My commission expires:



Brentwood City Commission Agenda

Meeting Date: 01/25/2021

Resolution 2021-11 - Extending Administrative Approval of Limited Outside Seating at Restaurants Through March 31, 2021

Submitted by: Kristen Corn, Legal

Department: Legal

Information

Subject

Resolution 2021-11 - Extending Administrative Approval of Limited Outside Seating at Restaurants Through March 31, 2021

Background

As you recall, at the October 12, 2020 meeting, the Board of Commissioners adopted Resolution 2020-105 to allow limited outdoor dining areas on a temporary basis on sidewalk areas in front of restaurants until January 1, 2021. This resolution was drafted after the Board discussed the ongoing issues related to operating a business during the COVID-19 pandemic and expressed concern that operators of all restaurants continue to experience hardships as they struggle to make payroll and generate sufficient revenue.

This resolution authorized staff to use a set of criteria to ensure compliance with applicable ADA requirements and the safety of those using the outdoor dining areas. To date, only two restaurants have applied for a temporary outdoor dining permit.

At its January 7 informational meeting, the Commission discussed the desire to extend this allowance through March 31, 2021 due to the ongoing nature of the pandemic. Therefore, staff has drafted the attached resolution to accomplish this. The review criteria will remain the same. These criteria are attached.

Because requests to add outdoor dining areas in front of or adjacent to restaurant spaces are generally approved by the Planning Commission as revisions to site plans, staff recommends that this be the final extension of this temporary authorization. Those operators who wish to make permanent outdoor seating areas may submit plans for permanent outdoor seating areas to the City in accordance with the site plan review process.

Should you have any questions, please feel free to contact the Planning and Codes Director.

Staff Recommendation

Staff recommends approval of Resolution 2020-105.

Previous Commission Action

There has been no previous action by the Board of Commissioner concerning this subject.

Fiscal Impact**Attachments**

Resolution 2021-11

Attachment A - Review Criteria

RESOLUTION 2021-11

**AN RESOLUTION OF THE CITY OF BRENTWOOD, TENNESSEE TO EXTEND THE
AUTHORIZATION FOR STAFF REVIEW AND APPROVAL OF LIMITED
TEMPORARY OUTDOOR SEATING AT RESTAURANTS UNTIL MARCH 31, 2021**

WHEREAS, the City of Brentwood recognizes that restaurants continue to face hardships due to the COVID-19 pandemic; and

WHEREAS, it has been determined that it is in the best interests of the City and the restaurant owners alike to allow limited temporary outdoor seating on sidewalk areas in front of restaurants.

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

SECTION 1. That City staff shall be authorized to continue to review and approve requests for limited temporary outdoor seating in front of restaurants, subject to the criteria as shown in Attachment A, which is incorporated as if fully stated herein.

SECTION 2. Such authorization shall remain valid until March 31, 2021. Those owners or operators who wish to make outdoor seating areas available past March 31, 2021 may submit plans for permanent outdoor seating areas to the City in accordance with the site plan review process.

SECTION 3. 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

CRITERIA FOR REVIEW/APPROVAL OF LIMITED TEMPORARY OUTDOOR DINING AREAS – PURSUANT TO RESOLUTION 2021-11

1. This temporary authorization shall remain valid until **March 31, 2021**.
2. This temporary authorization is not intended to extend to existing restaurants that already maintain outdoor dining areas to expand their capacity.
3. No staff review fee is required.
4. Staff shall review each proposal based upon each site's individual characteristics.
5. City staff will conduct a site inspection before the outdoor dining area will be permitted to open.
6. Proper written authorization from the property owner (not the tenant) is required.
7. All outdoor dining areas shall comply with applicable ADA requirements.
8. Ingress/Egress of at least 36 inches wide to/from the restaurant and other adjacent business must be provided at all times.
9. In multiple tenant buildings, outdoor dining areas must be located in front of the affected restaurant space only. Tables/chairs cannot extend beyond the front of the restaurant space
10. A maximum of five tables shall be permitted under this authorization.
11. Outdoor dining areas shall not be located adjacent to a drive aisle. They must be adjacent to parking spaces only.
12. A minimum distance to 36 inches shall be provided between any table/chair and the adjacent parking space.
13. Outdoor dining areas shall not be set up in any adjacent parking space(s).
14. No portable patio heaters or heating elements shall be permitted.
15. If additional outdoor lighting is to be used, it must be properly installed. A permit from the State Fire Marshal's office may be required for new electrical. Fire Marshal review is required.

Brentwood City Commission Agenda

Meeting Date: 01/25/2021

Notice of Future Appointment of two (2) member to the Board of Zoning Appeals (For Information Only)

Submitted by: Holly Earls, Administration

Department: Administration

Information

Subject

Notice of Future Appointment of Two (2) Members to the Board of Zoning Appeals (For Information Only)

Background

At the March 8, 2021 meeting, the Board of Commissioners will appoint two (2) members to the Board of Zoning Appeals (BZA). The appointee will each serve a three (3) year term expiring March 31, 2024. The positions on the Board are currently held by Rodney Jarvis and Lisa Rothman. Applicants must be residents of the City of Brentwood.

Applications must be submitted by February 15, 2021 to the City Recorder at the Brentwood City Hall, 5211 Maryland Way, by mail to P. O. Box 788, Brentwood, TN 37024-0788 or online at the City's website, www.brentwoodtn.gov.

Notice of the upcoming appointment and process/deadlines for applications will be published in the "Williamson" section of *The Tennessean*, posted on the City's web page, and on the Brentwood City Government Cable Channel (BTV).

Staff Recommendation

n/a

Fiscal Impact

Attachments

No file(s) attached.
